
**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): February 7, 2020

Altus Midstream Company
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38048
(Commission
File Number)

81-4675947
(IRS Employer
Identification No.)

One Post Oak Central, 2000 Post Oak Boulevard, Suite 100
Houston, Texas 77056-4400
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (713) 296-6000

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:

- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, \$0.0001 par value	ALTM	NASDAQ Global Market

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

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

Second Amendment to Altus Midstream LP Credit Agreement

On February 7, 2020, Altus Midstream LP, a Delaware limited partnership (the “*Partnership*”), entered into a Second Amendment to Credit Agreement among the Partnership, the lenders party thereto, the swingline lender party thereto, the issuing banks party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents party thereto (the “*Amendment*”), which amends the Credit Agreement among those parties dated November 9, 2018 (as previously amended and amended by the Amendment, the “*Credit Agreement*”). The Partnership is a subsidiary of Altus Midstream Company, a Delaware corporation (the “*Corporation*”).

The Amendment was entered into in connection with the Partnership’s satisfaction of the condition which ended the “Initial Period” under the Credit Agreement, resulting in aggregate commitments increasing to \$800 million. The consolidated net income of the Partnership and its restricted subsidiaries, as adjusted pursuant to the Credit Agreement, for the fiscal quarter ended December 31, 2019 exceeded \$175 million on an annualized basis, satisfying the condition to end the Initial Period. Pursuant to the Amendment, the Initial Period ended, and the post-Initial Period started, on December 31, 2019.

Cautionary Note Regarding Summaries

The foregoing summary of the Credit Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of each of the Amendment, a copy of which is filed as Exhibit 10.1 to this report, the First Amendment to Credit Agreement filed as Exhibit 10.2 to the Corporation’s Current Report on Form 8-K filed on May 13, 2019, and the Credit Agreement filed as Exhibit 10.1 to the Corporation’s Current Report on Form 8-K filed on November 13, 2018, each of which is incorporated herein by reference.

The Credit Agreement has been incorporated by reference into this report to provide investors and security holders with information regarding its terms. It is not intended to provide any other factual information about the Partnership or the Corporation. Representations, warranties, and covenants in the Credit Agreement were made only for purposes of the Credit Agreement, were solely for the benefit of the parties to the Credit Agreement, and may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures exchanged between the parties in connection with the execution of the Credit Agreement. Representations and warranties in the Credit Agreement may have been made as of specific dates and for purposes of allocating contractual risk between the parties instead of establishing matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries under the Credit Agreement and should not rely on the representations, warranties, or covenants therein or any descriptions thereof as characterizations of the actual state of facts or condition of the Partnership or the Corporation or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Credit Agreement, which subsequent information may or may not be fully reflected in the public disclosures of the Corporation.

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

The information set forth under “Item 1.01. Entry into a Material Definitive Agreement—Second Amendment to Altus Midstream LP Credit Agreement” is incorporated in this Item 2.03 by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

- 10.1 [Second Amendment to Credit Agreement, dated as of February 7, 2020, among Altus Midstream LP, the lenders party thereto, the swingline lender party thereto, the issuing banks party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents party thereto.](#)
- 10.2 [First Amendment to Credit Agreement, dated as of April 17, 2019 but effective May 8, 2019, among Altus Midstream LP, the lenders party thereto, the swingline lender party thereto, the issuing banks party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents party thereto \(incorporated by reference to Exhibit 10.2 to the Corporation’s Current Report on Form 8-K filed on May 13, 2019, SEC File No. 001-38048\).](#)

10.3 [Credit Agreement, dated as of November 9, 2018, among Altus Midstream LP, the lenders party thereto, the issuing banks party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, Wells Fargo Bank, National Association, as Syndication Agent, Citibank, N.A., Bank of America, N.A., The Toronto-Dominion Bank, New York Branch, MUFG Bank Ltd., and The Bank of Nova Scotia, Houston Branch, as Co-Documentation Agents \(incorporated by reference to Exhibit 10.1 to the Corporation's Current Report on Form8-K filed on November 13, 2018, SEC File No. 001-38048\).](#)

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.

ALTUS MIDSTREAM COMPANY

Date: February 11, 2020

/s/ Ben C. Rodgers

Name: Ben C. Rodgers

Title: *Chief Financial Officer and Treasurer*

SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT, dated as of February 7, 2020 (the "Amendment"), among **ALTUS MIDSTREAM LP**, a Delaware limited partnership ("Borrower"), the Lenders party hereto, Swingline Lender party hereto, Issuing Banks party hereto, **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent (the "Administrative Agent"), and the other Agents party hereto.

WITNESSETH:

1. Borrower, the Lenders (including the Swingline Lender), the Issuing Banks, the Administrative Agent, and the other Agents party thereto are parties to that certain Credit Agreement, dated as of November 9, 2018, as previously amended (the "Credit Agreement"), pursuant to which the Lenders (including the Swingline Lender) and the Issuing Banks agreed to make loans to and extensions of credit on behalf of Borrower.

2. Borrower has requested that the Credit Agreement be amended as provided herein.

3. Subject to the terms and conditions of this Amendment, the parties hereto are willing to enter into this Amendment.

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

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings given in the Credit Agreement, as amended by this Amendment.

SECTION 2. Amendment to Credit Agreement. The following amendment to the Credit Agreement will become effective as of the Amendment Effective Date (as hereinafter defined):

(a) The definition of "Initial Period" contained in Section 1.1 of the Credit Agreement is hereby amended in its entirety as follows:

" "Initial Period" means the period of time commencing on the Effective Date until the first Business Day after delivery to the Administrative Agent of an item described in clause (a) or (b) below evidencing that Borrower has annualized EBITDA for Borrower's immediately preceding fiscal quarter greater than or equal to \$175,000,000; as evidenced by either (a) the most recent financial statements delivered pursuant to Section 5.1 or (b) a certificate of an Authorized Officer of the Borrower acceptable to the Administrative Agent; provided, however, that Borrower agrees to provide, at the time of each scheduled delivery of financial statements delivered pursuant to Section 5.1 covering the applicable fiscal quarter, evidence verifying such previously certified calculations; and upon such delivery of an item described in clause (a) or (b) above, the Initial Period shall end, and the post-Initial Period shall begin, as of the last day of such immediately preceding fiscal quarter."

SECTION 3. Effectiveness. This Amendment will become effective on the date of the satisfaction of the following conditions precedent (such date, the "Amendment Effective Date"):

(a) The Administrative Agent shall have received counterparts hereof duly executed by Borrower, the Administrative Agent, the Swingline Lender, the Issuing Banks and the Lenders.

(b) The representations and warranties contained herein and in all other Loan Documents, as amended hereby, shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date hereof as if made on the date hereof.

(c) No Event of Default, or event which with the giving of notice or passage of time or both would constitute an Event of Default, shall have occurred and be continuing.

(d) Borrower shall have paid to the Administrative Agent and any other Agent or Lender all fees, costs and expenses agreed in writing and payable in connection with this Amendment becoming effective on the Amendment Effective Date.

SECTION 4. Reaffirmation of Representations and Warranties. To induce the Lenders, the Swingline Lender, the Issuing Banks and the Administrative Agent to enter into this Amendment, Borrower hereby reaffirms, as of the date hereof, the following:

(i) The representations and warranties of Borrower set forth in the Credit Agreement, as amended hereby, are true and correct on and as of the date hereof (unless stated to relate solely to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date).

(ii) Each of Borrower and its Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of their organization and has all requisite authority, permits and approvals, and is in good standing to conduct its business in each jurisdiction in which its business is conducted where the failure to so qualify would have a Material Adverse Effect.

(iii) The execution, delivery and performance by Borrower of this Amendment and each other Loan Document executed or to be executed by it, are within Borrower's partnership powers and have been duly authorized by all necessary partnership action on behalf of it.

(iv) This Amendment, the Credit Agreement, as amended hereby, and each other Loan Document executed or to be executed by it has been duly executed and delivered by Borrower and constitutes a legal, valid and binding obligation of Borrower enforceable in accordance with their respective terms subject as to enforcement only to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor rights generally and to general principles of equity.

(v) The execution, delivery and performance by Borrower of this Amendment and each other Loan Document executed or to be executed by it, do not (a) contravene Borrower's certificate of formation or other organizational documents, as the case may be, (b) contravene any material contractual restriction, law or governmental regulation or court decree or order binding on or affecting Borrower or any Subsidiary, or (c) result in, or require the creation or imposition of, any Lien, not permitted by Section 7.1 of the Credit Agreement, on any of Borrower's or any Subsidiary's properties.

(vi) No Default under the Loan Documents has occurred and is continuing and Borrower is in compliance with the financial covenant set forth in Section 6.2 of the Credit Agreement.

SECTION 5. Reaffirmation of Credit Agreement. This Amendment shall be deemed to be an amendment to the Credit Agreement, and the Credit Agreement, as amended hereby, is hereby ratified, approved and confirmed in each and every respect and shall continue in full force and effect. All references to the Credit Agreement herein and in any other document, instrument, agreement or writing shall hereafter be deemed to refer to the Credit Agreement as amended hereby.

SECTION 6. Governing Law. **THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Severability of Provisions. Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 8. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

SECTION 9. Headings. Article and section headings used herein are for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

SECTION 10. Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted under the terms of the Credit Agreement.

SECTION 11. No Oral Agreements. **THIS AMENDMENT, THE CREDIT AGREEMENT, AS AMENDED HEREBY, AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

ALTUS MIDSTREAM LP, a Delaware limited partnership

By: Altus Midstream GP LLC, its general partner

By: /s/ Ben C. Rodgers

Name: Ben C. Rodgers

Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO
SECOND AMENDMENT TO CREDIT AGREEMENT - ALTUS]
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JPMORGAN CHASE BANK, N.A., as Administrative
Agent, as an Issuing Bank, as a Swingline Lender and as a
Lender

By: /s/ Arina Mavilian
Name: Arina Mavilian
Title: Authorized Signatory

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WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Syndication Agent, as an Issuing Bank and as a Lender

By: /s/ Brandon Dunn

Name: Brandon Dunn

Title: Director

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CITIBANK, N.A., as a Co-Documentation Agent and as a Lender

By: /s/ Todd J. Mogil

Name: Todd J. Mogil

Title: Vice President

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BANK OF AMERICA, N.A., as a Co-Documentation Agent
and as a Lender

By: /s/ Alia Qaddumi

Name: Alia Qaddumi

Title: Director

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**THE TORONTO-DOMINION BANK, NEW YORK
BRANCH**, as a Co-Documentation Agent and as a Lender

By: /s/ Michael Borowiecki

Name: Michael Borowiecki

Title: Authorized Signatory

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MUFG BANK, LTD., as a Co-Documentation Agent and as a
Lender

By: /s/ Todd Vaubel

Name: Todd Vaubel

Title: Director

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THE BANK OF NOVA SCOTIA, HOUSTON BRANCH,
as a Co-Documentation Agent and as a Lender

By: /s/ Scott Nickel

Name: Scott Nickel

Title: Director

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BARCLAYS BANK PLC, as a Lender

By: /s/ Sydney G. Dennis

Name: Sydney G. Dennis

Title: Director

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BANK OF MONTREAL, as a Lender

By: /s/ James V. Ducote

Name: James V. Ducote

Title: Managing Director

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TRUIST BANK, formerly known as Branch Banking and
Trust Company, as a Lender

By: /s/ Lincoln LaCour

Name: Lincoln LaCour

Title: Vice President

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By: /s/ Matthew Brice

Name: Matthew Brice

Title: Vice President

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
a Lender

By: /s/ Nupur Kumar

Name: Nupur Kumar

Title: Authorized Signatory

By: /s/ Bastien Dayer

Name: Bastien Dayer

Title: Authorized Signatory

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GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Jamie Minieri

Name: Jamie Minieri

Title: Authorized Signatory

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HSBC BANK USA, NATIONAL ASSOCIATION, as a
Lender

By: /s/ Balaji Rajgopal

Name: Balaji Rajgopal

Title: Director - GB

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MIZUHO BANK, LTD., as a Lender

By: /s/ Ed Sacks

Name: Ed Sacks

Title: Authorized Signatory

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ROYAL BANK OF CANADA, as a Lender

By: /s/ Katy Berkemeyer

Name: Katy Berkemeyer

Title: Authorized Signatory

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SOCIÉTÉ GÉNÉRALE, as a Lender

By: /s/ Diego Medina

Name: Diego Medina

Title: Director

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TRUIST BANK, as successor by merger to SunTrust Bank,
as a Lender

By: /s/ Lincoln LaCour

Name: Lincoln LaCour

Title: Vice President

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