

**SECOND AMENDMENT
TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT**

dated as of September 22, 2020

by and among

KAYNE ANDERSON MIDSTREAM/ENERGY FUND, INC.

THE LENDERS NAMED HEREIN,

and

**JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,**

**With Respect to the Third Amended and Restated Credit Agreement, dated as of February
7, 2020, by and among JPMorgan Chase Bank, N.A., as Administrative Agent,
and the other parties party thereto, as amended by the Waiver and First Amendment to
Third Amended and Restated Credit Agreement, dated as of April 14, 2020**

THIS SECOND AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT (the “Second Amendment”), dated as of September 22, 2020, entered into pursuant to Section 9.1 of the Third Amended and Restated Credit Agreement, dated February 7, 2020 (as amended by the Waiver and First Amendment to Third Amended and Restated Credit Agreement, dated as of April 14, 2020, and by this Second Amendment, the “Agreement”), by and among (i) KAYNE ANDERSON MIDSTREAM/ENERGY FUND, INC., a Maryland corporation, registered as a closed-end management investment company under the Investment Company Act of 1940, as amended (the “Borrower”), (ii) the Lenders (as defined in the Agreement) and (iii) JPMORGAN CHASE BANK, N.A., a New York banking corporation, as administrative agent for the Lenders hereunder (in such capacity, the “Administrative Agent”);

WITNESSETH:

WHEREAS, the Borrower, as a party to the Agreement, requests that the Lenders and Administrative Agent agree to the amendments and agreements stated herein; and

WHEREAS, the Lenders and Administrative Agent are willing to enter into this Second Amendment on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the undersigned hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein and not defined herein shall have the meanings specified in the Agreement.

SECTION 2. Amendments. Effective upon the satisfaction or waiver of all of the conditions set forth in Section 3 of this Second Amendment, the Agreement will be amended as follows:

- (a) Section 1.1 of the Agreement will be amended by adding the following definitions thereto in alphabetical order:

“Second Amendment”: the Second Amendment to Third Amended and Restated Credit Agreement, dated as of the Second Amendment Effective Date, by and among the Borrower, the Administrative Agent and the Lenders party thereto.

“Second Amendment Effective Date”: the date of the satisfaction or waiver of the conditions precedent stated in Section 3 of the Second Amendment.

- (b) Section 7 (Events of Default) clause (j) of the Agreement will be amended by deleting the parenthetical “(including, without limitation, that the Borrower invest at least 85% of its Total Assets in energy-related master limited partnerships and their affiliates and in other companies that, as their principal business, operate assets used in the gathering, transporting, processing, storing, refining, distributing, mining or marketing or natural gas, natural gas liquids (including propane), crude oil, refined petroleum products or coal)” so that the clause in its entirety reads as follows:

“(j) The Borrower shall fail to materially comply with its fundamental Investment Policies in a manner which the Required Lenders, in their sole discretion, determine could reasonably be expected to have a Material Adverse Effect;”

- (c) Section 9.1 is hereby amended by deleting the initial word “Neither” and inserting in its stead the phrase “Subject to Section 2.7(f), (g) and (h), neither”.

SECTION 3. Conditions to Effectiveness. This Second Amendment shall become effective only upon the satisfaction or waiver of all of the following conditions precedent:

(a) Executed Agreement. The Administrative Agent shall have received this Second Amendment fully executed and delivered by all other parties party hereto, including, without limitation, by a duly authorized officer of the Borrower, and by the Required Lenders, with a counterpart for each Lender.

(b) Proceedings of the Borrower. The Administrative Agent shall have received a copy of the resolutions, in form and substance satisfactory to the Administrative Agent, of the board of directors of the Borrower authorizing the execution, delivery and performance of this Second Amendment, certified by the Secretary or an Assistant Secretary of the Borrower as of the Second Amendment Effective Date, which certificate shall be in form and substance satisfactory to the Administrative Agent and shall state that the resolutions thereby certified have not been amended, modified, revoked or rescinded and are in full force and effect.

(c) Incumbency Certificate. The Administrative Agent shall have received a certificate of the Borrower, dated the Second Amendment Effective Date, as to the incumbency and signature of the officer or officers of the Borrower executing the Second Amendment, executed by the Secretary or any Assistant Secretary of the Borrower, or a certificate, executed by the Secretary or any Assistant Secretary of the Borrower, that such incumbency and signature are unchanged since April 14, 2020, satisfactory in form and substance to the Administrative Agent.

(d) Organizational Documents. The Administrative Agent shall have received true, correct and complete copies of the charter or certificate, as the case may be, and by-laws of the Borrower, certified as of the Second Amendment Effective Date as true, correct and complete copies thereof by the Secretary or an Assistant Secretary of the Borrower, or a certificate, executed by the Secretary or any Assistant Secretary of the Borrower, that such documents are unchanged since April 14, 2020.

(e) No Existing Default. No Default or Event of Default shall be existing immediately prior to the effectiveness of the Second Amendment.

(f) Additional Documents. The Administrative Agent shall have received such other documents, opinions, or approvals necessary to give effect to the transactions

contemplated by this Second Amendment as the Administrative Agent may reasonably request.

SECTION 4. Representations and Warranties. In order to induce the Lenders and Administrative Agent to enter into this Second Amendment, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that: (i) after giving effect to this Second Amendment, the representations and warranties made by it in the Agreement are true and correct on and as of the date hereof as though made on and as of such date; (ii) after giving effect to this Second Amendment, no Default or Event of Default has occurred and is continuing, or would result from the execution, delivery and performance by it of this Second Amendment; (iii) it has full power, right and legal authority to execute, deliver and perform its obligations under this Second Amendment; (iv) it has taken all action necessary to authorize the execution and delivery of, and the performance of its obligations under this Second Amendment, including, without limitation, receiving the approval of the majority of non-interested members of its board of directors as to entering into the transactions contemplated by this Second Amendment; and (v) this Second Amendment constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization or moratorium or similar laws affecting the rights of creditors generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

SECTION 5. Reference to and Effect on the Documents. Except as specifically addressed herein, the Agreement and all such related documents, and all other documents, agreements, instruments or writings entered into in connection therewith, shall remain in full force and effect and are hereby ratified, confirmed and acknowledged by the Borrower.

SECTION 6. Fees and Expenses. The Borrower agrees to pay or reimburse the Administrative Agent, as stated in Section 9.5 of the Agreement, for its reasonable and documented out-of-pocket costs and expenses, including, without limitation, the reasonable fees and disbursements of up to one outside counsel to the Administrative Agent incurred by the Administrative Agent in connection with the preparation, reproduction, execution and delivery of this Second Amendment and any other instruments and documents to be delivered hereunder.

SECTION 7. Notice of Name Change. Pursuant to Section 9.17 of the Agreement, the Borrower hereby provides notice to the Administrative Agent and the Lenders that it intends to change its name to Kayne Anderson NextGen Energy & Infrastructure, Inc. on or about September 28, 2020.

SECTION 8. Governing Law; Jurisdiction and Waiver; Trial by Jury. (a) This Second Amendment and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the substantive laws of the State of New York, without regard to its conflict of laws principles.

(b) The Borrower hereby acknowledges and affirms the submission to jurisdiction and waiver provisions of Section 9.12 of the Agreement, and confirm that such terms apply to the Second Amendment as if set forth herein.

(c) THE BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SECOND AMENDMENT AND FOR ANY COUNTERCLAIM THEREIN.

(d) Each Lender, by its signature below, does hereby provide its written consent to this Second Amendment.

SECTION 9. Counterparts; Electronic Signatures. (a) This Second Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Second Amendment by signing any such counterpart. Signature pages to this Second Amendment may be delivered by facsimile transmission or by e-mail with a PDF copy or other replicating image attached, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed signature page. This Second Amendment and each of the other Loan Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. The provisions of this Second Amendment are severable and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of the Agreement in any jurisdiction.

(b) Delivery of an executed counterpart of a signature page of (x) this Second Amendment, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.2), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower without further verification thereof and without any obligation to review the appearance or form of any such

Electronic signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, and the Borrower, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) each of the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any Related Party of any Lender for any Liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of the Borrower to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

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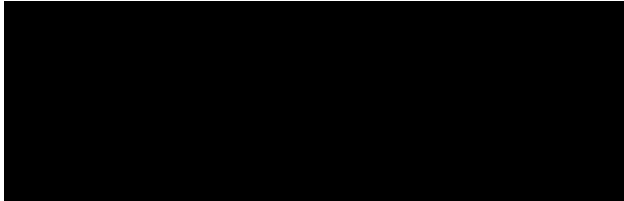
IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and as a Lender



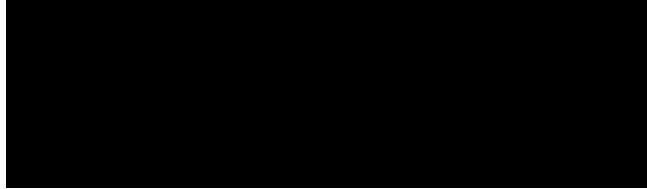
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KAYNE ANDERSON MIDSTREAM/ENERGY
FUND, INC.



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BANK OF AMERICA, N.A.



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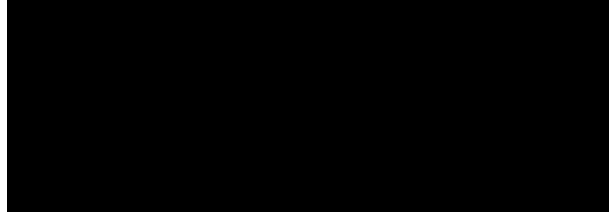
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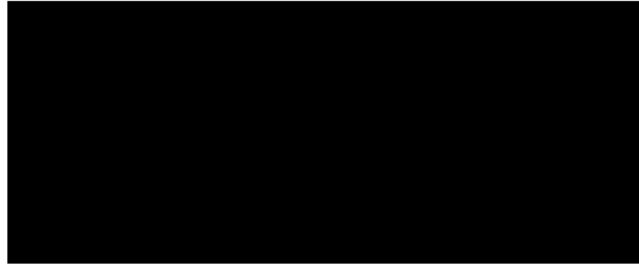
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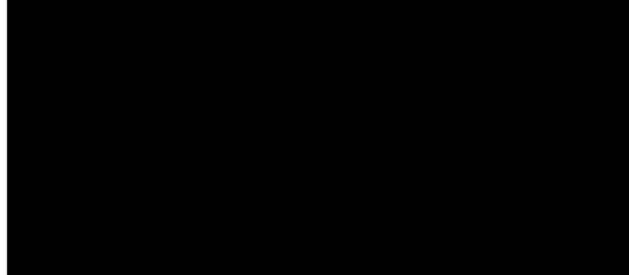
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WELLS FARGO BANK, NATIONAL
ASSOCIATION



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MORGAN STANLEY BANK, N.A.



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STIFEL BANK & TRUST

