

**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): **August 26, 2014**

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.)

2501 CEDAR SPRINGS RD.
DALLAS, TEXAS
(Address of Principal Executive Offices)

75201
(Zip Code)

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

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

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

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

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

On August 26, 2014, EnLink Midstream GP, LLC (the "General Partner"), the general partner of EnLink Midstream Partners, LP, entered into an employment agreement amendment with Michael J. Garberding to extend the term of his employment agreement until October 31, 2014. All other terms of the employment agreement remain unchanged. The foregoing description is qualified in its entirety by the amendment to Mr. Garberding's employment agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
10.1	— Second Amendment to Employment Agreement, dated August 26, 2014, by and between EnLink Midstream GP, LLC and Michael J. Garberding.

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SIGNATURES

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

ENLINK MIDSTREAM PARTNERS, LP

By: EnLink Midstream GP, LLC,
its General Partner

Date: August 26, 2014

By: /s/ Michael J. Garberding

INDEX TO EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
10.1	— Second Amendment to Employment Agreement, dated August 26, 2014, by and between EnLink Midstream GP, LLC and Michael J. Garberding.

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (this "Amendment") is made and entered into this 26th day of August, 2014, by and between EnLink Midstream GP, LLC (formerly known as Crosstex Energy GP, LLC) ("Company") and Michael J. Garberding ("Employee").

WHEREAS, Company and Employee have entered into an Employment Agreement ("Agreement") dated February 27, 2012;

WHEREAS, Company and Employee entered into a First Amendment to Employment Agreement dated February 25, 2014 to amend the Agreement to extend the expiration date of the Agreement from February 28, 2014 to August 31, 2014;

WHEREAS, Company and Employee now wish to amend the Agreement to extend the expiration date of the Agreement from August 31, 2014 to October 31, 2014, as provided below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in the Agreement, Company and Employee agree to amend the Agreement as follows:

- 1. Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.
- 2. Section 4.1(a) of the Agreement shall be deleted in its entirety and replaced with the following:
 "Subject to Section 4.1(b) and Section 4.1(c), the term of this Agreement shall commence as of the Effective Date, and shall continue for a period of thirty two (32) months."
- 3. This Amendment shall be binding upon and inure to the benefit of Company and Employee and their respective successors or permitted assigns. In the event of a conflict between the provisions of this Amendment, and the Agreement, the terms of this Amendment shall control.
- 4. Except as provided herein, the terms, conditions and provisions of the Agreement shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the Company has caused this Second Amendment to Employment Agreement to be duly executed, and Employee has hereunto set his hand, as of the day and year set forth above.

ENLINK MIDSTREAM GP, LLC

By: /s/ Barry E. Davis
Name: Barry E. Davis
Title: President and Chief Executive Officer

EMPLOYEE:

/s/ Michael J. Garberding
Name: Michael J. Garberding