

**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): **December 23, 2015**

**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**

**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 1.01. Entry into a Material Definitive Agreement.**

On December 23, 2015, EnLink Midstream Partners, LP (the "Partnership") entered into a First Amendment to Credit Agreement (the "Credit Agreement Amendment"), which amended that certain Credit Agreement, dated as of February 20, 2014, by and among the Partnership, Bank of America, N.A., as Administrative Agent, and the lenders party thereto, as modified by that certain Commitment Increase and Extension Agreement, dated as of February 5, 2015 (as so modified, the "Credit Agreement").

The Credit Agreement Amendment amends the Credit Agreement to, among other things, exclude certain deferred payment obligations in connection with the Partnership's previously announced acquisition of TOMPC LLC and TOM-STACK, LLC from the Credit Agreement's (i) limitations on the amount of indebtedness that can be incurred by the Partnership's subsidiaries and (ii) calculation of the Partnership's consolidated leverage ratio.

The foregoing description of the Credit Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the Credit Agreement Amendment, which is attached as Exhibit 10.1 to this Current Report on Form 8-K (this "Current Report") and is incorporated herein by reference.

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

The information provided in Item 1.01 of this Current Report is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) *Exhibits.*

**EXHIBIT  
NUMBER**

**DESCRIPTION**

10.1	—	First Amendment to Credit Agreement, dated as of December 23, 2015, by and among EnLink Midstream Partners, LP, Bank of America, N.A., as Administrative Agent, and the lenders party thereto.
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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Partnership 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: December 29, 2015

By: /s/ Michael J. Garberding  
Michael J. Garberding  
Executive Vice President and Chief Financial Officer

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**INDEX TO EXHIBITS**

<b>EXHIBIT NUMBER</b>	<b>DESCRIPTION</b>
10.1	— First Amendment to Credit Agreement, dated as of December 23, 2015, by and among EnLink Midstream Partners, LP, Bank of America, N.A., as Administrative Agent, and the lenders party thereto.

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**FIRST AMENDMENT TO CREDIT AGREEMENT**

This FIRST AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated effective as of December 23, 2015 (the "Effective Date"), is by and among EnLink Midstream Partners, LP, a Delaware limited partnership (the "Borrower"), the Lenders party hereto and Bank of America, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent").

WHEREAS, the Borrower, the lenders party thereto (the "Lenders"), and the Administrative Agent are parties to that certain Credit Agreement dated as of February 20, 2014 (as modified by that certain Commitment Increase and Extension Agreement dated effective as of February 5, 2015, the "Credit Agreement"), the capitalized terms of which are used herein as therein defined unless otherwise defined herein);

WHEREAS, the Borrower has requested, and the Lenders party hereto have agreed, subject to the terms and conditions of this Amendment, to amend the Credit Agreement so that the TOM Subsequent Securities Payments (as hereinafter defined) are excluded from the Credit Agreement's Consolidated Leverage Ratio and limitation on Subsidiary Indebtedness, all as more fully set forth in this Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties and agreements herein contained, the parties hereto agree as follows:

Section 1. Amendments to the Credit Agreement. The Credit Agreement is hereby amended as follows:

(a) The following new definitions are added, in the appropriate alphabetical order, to Section 1.01 of the Credit Agreement to read as follows:

"TOMPC Securities Purchase Agreement" means that certain TOMPC Securities Purchase Agreement dated as of December 6, 2015, by and among TOMPC LLC, Tall Oak Midstream, LLC, EnLink TOM Holdings, LP, EnLink Midstream, LLC and the Borrower, pursuant to which EnLink TOM Holdings, LP will purchase all of the membership interests of TOMPC LLC on the terms and conditions set forth therein.

"TOMPC Subsequent Securities Payments" means the Subsequent Securities Payment (as defined in the TOMPC Securities Purchase Agreement) in an aggregate amount not to exceed \$61,360,000, which amount is (a) payable by EnLink TOM Holdings, LP pursuant to the TOMPC Securities Purchase Agreement and (b) owed in two installments: (i) \$30,680,000 due and payable on or before the twelve-month anniversary of the Closing Date (as used in this definition only, as such term is defined in the TOMPC Securities Purchase Agreement) and (ii) \$30,680,000 due and payable on or before the twenty-four month anniversary of the Closing Date.

"TOM-STACK Securities Purchase Agreement" means that certain TOM-STACK Securities Purchase Agreement dated as of December 6, 2015, by and among TOM-STACK, LLC, TOM-STACK Holdings, LLC, Tall Oak Midstream, LLC, FE-STACK, LLC, EnLink TOM Holdings, LP, EnLink Midstream, LLC and the Borrower, pursuant to which EnLink TOM Holdings, LP will purchase all of the membership interests of TOM-STACK, LLC on the terms and conditions set forth therein.

"TOM-STACK Subsequent Securities Payments" means the Subsequent Securities Payment (as defined in the TOM-STACK Securities Purchase Agreement) in an aggregate amount not to exceed \$438,640,000, which amount is (a) payable by EnLink TOM Holdings, LP pursuant to the TOM-STACK Securities Purchase Agreement and (b) owed in two installments: (i) \$219,320,000 due and payable on or before the twelve-month anniversary of the Closing Date (as used in this definition only, as such term is defined in the TOM-STACK Securities Purchase Agreement) and (ii) \$219,320,000 due and payable on or before the twenty-four month anniversary of the Closing Date.

"TOM Subsequent Securities Payments" means, collectively, the TOMPC Subsequent Securities Payments and the TOM-STACK Subsequent Securities Payments.

(b) The definition of Acquisition Period in Section 1.01 of the Credit Agreement is amended to add the following sentence to the end thereof:

For the avoidance of doubt, there may be no more than one Acquisition Period with respect to the transactions described in or related to the TOMPC Securities Purchase Agreement and TOM-STACK Securities Purchase Agreement, collectively.

(c) The definition of Consolidated Funded Indebtedness in Section 1.01 of the Credit Agreement is amended to add the following sentence to the end thereof:

"Notwithstanding the foregoing, Consolidated Funded Indebtedness shall not include the TOM Subsequent Securities Payments."

(d) Section 7.02 of the Credit Agreement is amended to (i) delete the "and" from the end of subclause (h) thereof, (ii) replace the "." at the end of subclause (i) thereof with "; and" and (iii) insert a new subclause (j) thereof to read as follows:

"(j) the TOM Subsequent Securities Payments."

Section 2. Conditions Precedent. This Amendment shall become effective as of the Effective Date upon the satisfaction of the following conditions precedent:

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(a) the Administrative Agent shall have received this Amendment, duly executed by the Borrower, the Required Lenders, and the Administrative Agent;

(b) the representations and warranties set forth in Section 3 of this Amendment shall be true and correct; and

(c) the Borrower shall have paid all costs and expenses that are payable pursuant to Section 10.04 of the Credit Agreement (including the reasonable fees and expenses of Bracewell & Giuliani LLP, counsel to the Administrative Agent) to the extent that the Borrower has received an invoice therefor at least two Business Days prior to the anticipated Effective Date.

Section 3. Representations and Warranties. The Borrower represents and warrants to the Lenders and the Administrative Agent:

(a) The execution, delivery and performance by the Borrower of this Amendment have been duly authorized by all necessary corporate or other organizational action, and do not and will not (i) violate (A) the terms of the Borrower's Organization Documents, (B) any order, injunction, writ or decree of any

Governmental Authority or any arbitral award to which the Borrower or its property is subject, or (C) any provision of Law applicable to it, (ii) result in the acceleration of any Indebtedness owed by it, except as could not reasonably be expected to have a Material Adverse Effect, (iii) result in any breach of, or a default under, any material Contractual Obligation to which the Borrower is a party or to which its properties are bound, except as could not reasonably be expected to have a Material Adverse Effect or (iv) result in the creation of any consensual Lien upon any of its material assets except as expressly contemplated in, or permitted by, the Loan Documents.

(b) This Amendment has been duly executed and delivered by the Borrower and constitutes the Borrower's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No material consent, approval, authorization or order of, or filing, registration or qualification with, any Governmental Authority or third party that has not been obtained is required to be made or obtained by the Borrower pursuant to the provisions of any material Law applicable to it as a condition to its execution, delivery or performance of this Amendment, except those that would ordinarily be made or done in the ordinary course of business after the Effective Date.

(d) After giving effect to this Amendment, the representations and warranties set forth in Article V of the Credit Agreement and the other Loan Documents are true and correct in all material respects (except to the extent such representations and warranties are already qualified as to materiality, in which case such representations and warranties are true and correct in all respects) on and as of the Effective Date, except to the extent

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that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (except to the extent such representations and warranties are already qualified as to materiality, in which case such representations and warranties are true and correct in all respects) as of such earlier date, and except that the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, of Section 6.01 of the Credit Agreement.

(e) After giving effect to this Amendment, no event has occurred and is continuing that constitutes a Default or an Event of Default.

Section 4. Miscellaneous.

(a) Modified Terms. On and after the Effective Date, all references to the Credit Agreement or the other Loan Documents in each of the Credit Agreement or the other Loan Documents shall hereafter mean the Credit Agreement or the other Loan Documents as modified by this Amendment. Except as specifically modified hereby or otherwise agreed, the Credit Agreement and the other Loan Documents are hereby ratified and confirmed and shall remain in full force and effect according to their respective terms.

(b) Reaffirmation of Obligations. The Borrower hereby ratifies the Credit Agreement and acknowledges and reaffirms (i) that it is bound by all terms of the Credit Agreement (as modified by this Amendment) and the other Loan Documents applicable to it and (ii) that it is responsible for the observance and full performance of its respective Obligations.

(c) Loan Document. This Amendment shall constitute a Loan Document under the terms of the Credit Agreement.

(d) Expenses. The Borrower agrees to pay all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including the reasonable fees and expenses of Bracewell & Giuliani LLP, as the Administrative Agent's legal counsel.

(e) Further Assurances. The Borrower agrees to promptly take such reasonable action, upon the request of the Administrative Agent, as is necessary to carry out the intent of this Amendment.

(f) Entirety. This Amendment and the other Loan Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

(g) Counterparts; Telecopy. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment or any other document required to be delivered hereunder, by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Amendment. Without limiting the foregoing, upon the

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request of any party, such fax transmission or e-mail transmission shall be promptly followed by such manually executed counterpart.

(h) GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(i) Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(j) Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 10.14 and 10.15 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.

(k) No Waiver. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

[Remainder of this page blank; signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the

Effective Date.

BORROWER:

ENLINK MIDSTREAM PARTNERS, LP

By: EnLink Midstream GP, LLC,  
its general partner

By: /s/ Ruben Garcia Espejo  
Name: Ruben Garcia Espejo  
Title: Vice President — Finance and Treasurer

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ DeWayne D. Rosse  
Name: DeWayne D. Rosse  
Title: Assistant Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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LENDERS:

BANK OF AMERICA, N.A., as a Lender, L/C Issuer and Swing Line Lender

By: /s/ Adam H. Fey  
Name: Adam H. Fey  
Title: Director

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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CITIBANK, N.A., as a Lender and L/C Issuer

By: /s/ Eamon Baqui  
Name: Eamon Baqui  
Title: Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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WELLS FARGO BANK, N.A., as a Lender and L/C Issuer

By: /s/ Brandon Kast  
Name: Brandon Kast  
Title: Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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BANK OF MONTREAL, as a Lender

By: /s/ Melissa Guzmann  
Name: Melissa Guzmann  
Title: Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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ROYAL BANK OF CANADA, as a Lender

By: /s/ Jim Allred  
Name: Jim Allred  
Title: Authorized Signatory

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as a Lender

By: /s/ Mark Oberreuter  
Name: Mark Oberreuter  
Title: Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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BARCLAYS BANK PLC, as a Lender

By: /s/ Luke Syme  
Name: Luke Syme  
Title: Assistance Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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COMPASS BANK, as a Lender

By: /s/ Blake Kirshman  
Name: Blake Kirshman  
Title: Senior Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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COMERICA BANK, as a Lender

By: /s/ Robert C. Pitcock  
Name: Robert C. Pitcock  
Title: Relationship Manager

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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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/ Stefan Dickenmann  
Name: Stefan Dickenmann  
Title: Authorized Signatory

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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DEUTSCHE BANK AG NEW YORK BRANCH, as a Lender

By: /s/ Ming K. Chu  
Name: Ming K. Chu  
Title: Vice President

By: /s/ Scott Flieger  
Name: Scott Flieger  
Title: Managing Director

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Jerry Li  
Name: JERRY LI  
Title: AUTHORIZED SIGNATORY

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Debra Hrelja  
Name: Debra Hrelja  
Title: Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Dmitriy Barskiy  
Name: Dmitriy Barskiy  
Title: Authorized Signatory

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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MIZUHO BANK, LTD., as a Lender

By: /s/ Donna L Demagistris  
Name: Donna L Demagistris  
Title: Authorized Signatory

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Tom Byargeon  
Name: Tom Byargeon  
Title: Managing Director

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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UBS AG, STAMFORD BRANCH, as a Lender

By: /s/ Housseem Daly  
Name: Housseem Daly

Title: Associate Director  
By: /s/ Kenneth Chin  
Name: Kenneth Chin  
Title: Director

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Patrick Jeffrey  
Name: Patrick Jeffrey  
Title: Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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AMEGY BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Jill McSorley  
Name: Jill McSorley  
Title: Senior Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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SCOTIABANC INC., as a Lender

By: /s/ Thane A. Rattew  
Name: Thane A. Rattew  
Title: Managing Director

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Dixon Schultz  
Name: Dixon Schultz  
Title: Managing Director

By: /s/ Michael Willis  
Name: Michael Willis  
Title: Managing Director

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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FIFTH THIRD BANK, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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THE HUNTINGTON NATIONAL BANK, as a Lender

By: /s/ Margaret Niekraash



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Name: Margaret Nickrash  
Title: Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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RAYMOND JAMES BANK N.A., as a Lender

By: /s/ Scott G. Axelrod  
Name: Scott G. Axelrod  
Title: Senior Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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REGIONS BANK, as a Lender

By: /s/ Richard Kaufman  
Name: Richard Kaufman  
Title: Senior Vice President

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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SUMITOMO MITSUI BANKING CORPORATION, as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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SUNTRUST BANK, as a Lender

By: /s/ Shannon Juhan  
Name: Shannon Juhan  
Title: Director

*Signature Page to First Amendment to Credit Agreement (ENLK)*

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