
**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): May 26, 2017

ARC LOGISTICS PARTNERS LP

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-36168
(Commission File Number)

36-4767846
(IRS Employer Identification No.)

**725 Fifth Avenue, 19th Floor
New York, New York**
(Address of principal executive offices)

10022
(Zip Code)

(212) 993-1290
(Registrant's telephone number, including area code)

N/A
(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:

- 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

Amendment to Credit Agreement

On May 26, 2017, Arc Terminals Holdings LLC, as borrower, together with Arc Logistics Partners LP (the “Partnership”) and certain of its other subsidiaries, as guarantors, entered into the Fifth Amendment to the Second Amended and Restated Revolving Credit Agreement (the “Fifth Amendment,” and such credit agreement, the “Credit Agreement”). The Fifth Amendment modifies a provision of the Credit Agreement whereby the Partnership may maintain a total leverage ratio of up to 5.00 to 1.00 for a stated period of time.

The foregoing description of the Fifth Amendment is not complete and is qualified in its entirety by reference to the full text of the Fifth Amendment, which is attached hereto as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference into this Item 1.01.

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 is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Fifth Amendment to Second Amended and Restated Revolving Credit Agreement, dated as of May 26, 2017, by and among Arc Logistics Partners LP, Arc Logistics LLC, Arc Terminals Holdings LLC, as Borrower, Arc Terminals New York Holdings, LLC, Arc Terminals Mobile Holdings, LLC, Arc Terminals Mississippi Holdings LLC, Arc Terminals Colorado Holdings LLC and Arc Terminals Pennsylvania Holdings LLC, the Lenders party thereto and SunTrust Bank, as Administrative Agent.

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.

ARC LOGISTICS PARTNERS LP

By: ARC LOGISTICS GP LLC, its General Partner

Date: June 2, 2017

By: /s/ Vincent T. Cabbage

Name: Vincent T. Cabbage

Title: Chief Executive Officer

**FIFTH AMENDMENT TO
SECOND AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT**

THIS FIFTH AMENDMENT TO SECOND AMENDED AND RESTATED REVOLVING CREDIT AGREEMENT (this "*Amendment*") is made and entered into as of May 26, 2017 (the "*Effective Date*") by and among ARC LOGISTICS PARTNERS LP, a Delaware limited partnership (the "*MLP*"), ARC LOGISTICS LLC, a Delaware limited liability company (the "*Parent*"), ARC TERMINALS HOLDINGS LLC, a Delaware limited liability company (the "*Borrower*"), certain other Affiliates of the Borrower party hereto and the Lenders party hereto.

WITNESSETH:

WHEREAS, the MLP, the Parent, the Borrower, the several banks and other financial institutions and lenders from time to time party thereto (the "*Lenders*") and SunTrust Bank, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), are parties to that certain Second Amended and Restated Revolving Credit Agreement, dated as of November 12, 2013 (as amended by that certain First Amendment to Second Amended and Restated Revolving Credit Agreement and Amended and Restated Guaranty and Security Agreement, dated as of January 21, 2014, that certain Second Amendment to Second Amended and Restated Revolving Credit Agreement, dated as of April 13, 2015, that certain Third Amendment to Second Amended and Restated Revolving Credit Agreement, dated as of July 14, 2015, that certain Fourth Amendment to Second Amended and Restated Revolving Credit Agreement, dated as of June 29, 2016 and as further amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, as amended hereby), pursuant to which the Lenders have made certain financial accommodations available to the Borrower;

WHEREAS, the Borrower has requested that the Lenders and the Administrative Agent amend certain provisions of the Credit Agreement, and subject to the terms and conditions hereof, the Lenders are willing to do so.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of all of which are acknowledged, the parties hereto agree as follows:

Section 1. **Amendment to Credit Agreement.** Upon satisfaction of the conditions set forth in Section 2 hereof, Section 6.1 of the Credit Agreement is hereby amended and restated in its entirety so as to read as follows:

“Section 6.1 Total Leverage Ratio. The MLP and its Restricted Subsidiaries will maintain, as of the last day of each Fiscal Quarter, commencing with the Fiscal Quarter ending on December 31, 2013, a Total Leverage Ratio of not greater than 4.50:1.00; provided that (i) if the Borrower or any of its Restricted Subsidiaries consummates any Material Acquisition, then the maximum permitted Total Leverage Ratio shall be increased to 5.00:1.00 from and including the first day of the Fiscal Quarter in which such Material Acquisition occurs to and including (x) in the case of any Material Acquisition other than the Pawnee Acquisition, the last day of the second full Fiscal Quarter thereafter, and (y) in the case of the Pawnee Acquisition, the last day of the Fiscal Quarter ending September 30, 2017 (which increase shall remain in effect through the last day of such Fiscal Quarter ending September 30, 2017 regardless of whether another Material Acquisition is consummated on or prior to such date), and shall, in each case, be decreased to 4.50:1.00 for each Fiscal Quarter thereafter (unless otherwise increased pursuant to this proviso); and (ii) if any Loan Party incurs any Qualified

Senior Notes in an outstanding aggregate principal amount of more than \$200,000,000 (excluding capitalized or "paid-in-kind" interest or fees) at any time, then the maximum permitted Total Leverage Ratio shall be increased to 5.00:1.00 from and including the first day of the Fiscal Quarter in which such incurrence of Qualified Senior Notes occurs and for each Fiscal Quarter thereafter."

Section 2. **Conditions to Effectiveness of this Amendment.** Notwithstanding any other provision of this Amendment and without affecting in any manner the rights of the Lenders hereunder, it is understood and agreed that this Amendment shall not become effective, and the Borrower shall have no rights under this Amendment, until the date on which the following conditions have been satisfied or duly waived (the "**Fifth Amendment Effective Date**"):

(a) the Administrative Agent shall have received (i) an amendment fee in the amount of 0.05% of the Revolving Commitments as of the Fifth Amendment Effective Date of the Lenders that consent to this Amendment, to be applied pro rata among such Lenders and (ii) reimbursement or payment of its costs and expenses incurred in connection with this Amendment and the Credit Agreement (including reasonable fees, charges and disbursements of King & Spalding LLP, counsel to the Administrative Agent); and

(b) the Administrative Agent shall have received each of the following documents:

(i) executed counterparts to this Amendment from each of (i) the Loan Parties and (ii) the Required Lenders; and

(ii) a certificate of good standing or existence, as may be available from the Secretary of State (or equivalent thereof) of the jurisdiction of organization of each Loan Party.

Section 3. **Representations and Warranties.** To induce the Lenders and the Administrative Agent to enter into this Amendment, each Loan Party hereby represents and warrants to the Lenders and the Administrative Agent that:

(a) each of the Loan Parties (i) is duly organized, validly existing and in good standing as a corporation, partnership or limited liability company, as applicable, under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to carry on its business as now conducted and (iii) is duly qualified to do business, and is in good standing, in each jurisdiction where such qualification is required, except where a failure to be so qualified would not reasonably be expected to result in a Material Adverse Effect;

(b) the execution, delivery and performance by each Loan Party of this Amendment are within such Loan Party's organizational powers and have been duly authorized by all necessary organizational, and, if required, shareholder, partner or member, action;

(c) the execution, delivery and performance by the Loan Parties of this Amendment (i) do not require any consent or approval of, registration or filing with, or any action by, any Governmental Authority, except those as have been obtained or made and are in full force and effect and except for the failure of which to obtain could not reasonably be expected to have a Material Adverse Effect, (ii) will not violate any Requirement of Law applicable to any Loan Party or any of its Restricted Subsidiaries or any judgment, order or ruling of any Governmental Authority where such violation could reasonably be expected to have a Material Adverse Effect, (iii) will not violate or result in a default under any Contractual Obligation of any Loan Party or any of its Restricted Subsidiaries or any of its assets or give rise to a right thereunder to require any payment to be made by any Loan Party or any of its Restricted

Subsidiaries where such a violation, default or payment could reasonably be expected to have a Material Adverse Effect and (iv) will not result in the creation or imposition of any Lien on any asset of any Loan Party or any of its Restricted Subsidiaries, except Liens (if any) created under the Loan Documents;

(d) this Amendment has been duly executed and delivered for the benefit of or on behalf of each Loan Party and constitutes a valid and binding obligation of such Loan Party, enforceable against it in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; and

(e) immediately after giving effect to this Amendment, (i) the representations and warranties of the Loan Parties set forth in the Credit Agreement and the other Loan Documents are true and correct in all material respects (other than those representations and warranties that are expressly qualified by a Material Adverse Effect or other materiality, in which case such representations and warranties are true and correct in all respects), except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation and warranty shall have been true and correct as of such earlier date, and (ii) no Default or Event of Default has occurred and is continuing.

Section 4. **Reaffirmations and Acknowledgments.**

(a) **Ratification of Obligations.** Each Loan Party hereby ratifies the Credit Agreement and the other Loan Documents to which it is a party and acknowledges and reaffirms (i) that it is bound by all terms of the Credit Agreement, as amended hereby, and the other Loan Documents applicable to it and (ii) that it is responsible for the observance and full performance of its respective Obligations.

(b) **Reaffirmation of Guaranty.** Each Guarantor hereby consents to the execution and delivery by the Borrower of this Amendment and the consummation of the transactions described herein and agrees that the terms hereof shall not affect in any way its obligations and liabilities under the Loan Documents (as amended and otherwise expressly modified hereby), all of which obligations and liabilities shall remain in full force and effect and each of which is hereby reaffirmed (as amended and otherwise expressly modified hereby). Each Guarantor hereby jointly and severally ratifies and confirms the terms of the Guaranty and Security Agreement with respect to the Indebtedness now or hereafter outstanding under the Credit Agreement, as amended hereby, and all promissory notes issued thereunder. Each Guarantor hereby acknowledges that, notwithstanding anything to the contrary contained herein or in any other document evidencing any indebtedness of the Borrower to the Lenders or any other obligation of the Borrower, or any actions now or hereafter taken by the Lenders with respect to any obligation of the Borrower, the Guaranty and Security Agreement is and shall continue to be (i) a primary obligation of such Guarantor, (ii) an absolute, unconditional, joint and several, continuing and irrevocable guaranty of payment, and (iii) in full force and effect in accordance with its terms. Nothing contained herein to the contrary shall release, discharge, modify, change or affect the original liability of any Guarantor under the Guaranty and Security Agreement.

(c) **Acknowledgment of Perfection of Security Interest.** Each Loan Party hereby acknowledges and reaffirms that, as of the date hereof, the security interests and Liens granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the other Collateral Documents are in full force and effect, are properly perfected and are enforceable in accordance with the terms of the Guaranty and Security Agreement and the other Collateral Documents.

Section 5. **Effect of Amendment.** Except as set forth expressly herein, all terms of the Credit Agreement, as amended hereby, and the other Loan Documents shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Borrower to the

Lenders and the Administrative Agent. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Lenders under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement. This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement.

Section 6. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the law of the State of New York and all applicable federal law of the United States of America.

Section 7. **No Novation.** This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Credit Agreement or an accord and satisfaction in regard thereto.

Section 8. **Costs and Expenses.** The Borrower agrees to pay the costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment in accordance with Section 10.3 of the Credit Agreement.

Section 9. **Counterparts.** This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission or by electronic mail in pdf form shall be as effective as delivery of a manually executed counterpart hereof.

Section 10. **Binding Nature.** This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors-in-titles and assigns.

Section 11. **Entire Understanding.** This Amendment sets forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations or amendments, whether written or oral, with respect thereto.

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.

ARC TERMINALS HOLDINGS LLC

By: Arc Logistics LLC, its sole member

By: Arc Logistics Partners LP, its sole member

By: Arc Logistics GP LLC, its general partner

By: /s/ BRADLEY K. OSWALD

Name: Bradley Oswald

Title: Senior Vice President, Chief Financial Officer and
Treasurer

ARC LOGISTICS PARTNERS LP

By: Arc Logistics GP LLC, its general partner

By: /s/ BRADLEY K. OSWALD

Name: Bradley Oswald

Title: Senior Vice President, Chief Financial Officer and
Treasurer

ARC LOGISTICS LLC

By: Arc Logistics Partners LP, its sole member

By: Arc Logistics GP LLC, its general partner

By: /s/ BRADLEY K. OSWALD

Name: Bradley Oswald

Title: Senior Vice President, Chief Financial Officer and
Treasurer

[Signature Page to Fifth Amendment]

ARC TERMINALS NEW YORK HOLDINGS, LLC

By: Arc Terminals Holdings LLC, its sole member

By: Arc Logistics LLC, its sole member

By: Arc Logistics Partners LP, its sole member

By: Arc Logistics GP LLC,
its general partner

By: /s/ BRADLEY K. OSWALD

Name: Bradley Oswald

Title: Senior Vice President, Chief Financial Officer and
Treasurer

ARC TERMINALS MOBILE HOLDINGS, LLC

By: Arc Terminals Holdings LLC, its sole member

By: Arc Logistics LLC, its sole member

By: Arc Logistics Partners LP, its sole member

By: Arc Logistics GP LLC,
its general partner

By: /s/ BRADLEY K. OSWALD

Name: Bradley Oswald

Title: Senior Vice President, Chief Financial Officer and
Treasurer

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ARC TERMINALS MISSISSIPPI HOLDINGS LLC

By: Arc Terminals Holdings LLC, its sole member

By: Arc Logistics LLC, its sole member

By: Arc Logistics Partners LP, its sole member

By: Arc Logistics GP LLC,
its general partner

By: /s/ BRADLEY K. OSWALD

Name: Bradley Oswald

Title: Senior Vice President, Chief Financial Officer and
Treasurer

ARC TERMINALS COLORADO HOLDINGS LLC

By: Arc Terminals Holdings LLC, its sole member

By: Arc Logistics LLC, its sole member

By: Arc Logistics Partners LP, its sole member

By: Arc Logistics GP LLC,
its general partner

By: /s/ BRADLEY K. OSWALD

Name: Bradley Oswald

Title: Senior Vice President, Chief Financial Officer and
Treasurer

[Signature Page to Fifth Amendment]

ARC TERMINALS PENNSYLVANIA HOLDINGS LLC

By: Arc Terminals Holdings LLC, its sole member

By: Arc Logistics LLC, its sole member

By: Arc Logistics Partners LP, its sole member

By: Arc Logistics GP LLC,
its general partner

By: /s/ BRADLEY K. OSWALD

Name: Bradley Oswald

Title: Senior Vice President, Chief Financial Officer and
Treasurer

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LENDERS:

SUNTRUST BANK,
as Administrative Agent and as a Lender

By: /s/ CARMEN MALIZIA
Name: Carmen Malizia
Title: Director

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LENDERS:

Bank Midwest, A Division of NBH Bank,
as a Lender

By: /s/ SARAH E. BURCHETT
Name: Sarah E. Burchett
Title: Managing Director

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LENDERS:

Barclays Bank PLC,
as a Lender

By: /s/ CHRISTOPHER AITKIN
Name: Christopher Aitkin
Title: Assistant Vice President

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LENDERS:

BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: /s/ GREG KRABLIN
Name: Greg Krablin
Title: Vice President

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LENDERS:

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ STUART GIBSON

Name: Stuart Gibson

Title: Managing Director

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LENDERS:

CIT BANK, N.A.,
as a Lender

By: /s/ STEWART MCLEOD
Name: Stewart McLeod
Title: Director

[Signature Page to Fifth Amendment]

LENDERS:

Citibank, N.A.
as a Lender

By: /s/ THOMAS BENAVIDES
Name: Thomas Benavides
Title: Director

[Signature Page to Fifth Amendment]

LENDERS:

Regions Bank,
as a Lender

By: /s/ KAREEM MANSUR
Name: Kareem Mansur
Title: Vice President

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LENDERS:

ROYAL BANK OF CANADA,
as a Lender

By: /s/ JAY T. SARTAIN

Name: Jay T. Sartain

Title: Authorized Signatory

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LENDERS:

Wells Fargo Bank, N.A. _____,
as a Lender

By: /s/ ALAN W. WRAY _____
Name: Alan W. Wray
Title: Managing Director

[Signature Page to Fifth Amendment]