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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**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 21, 2017

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**ARC LOGISTICS PARTNERS LP**  
(Exact name of registrant as specified in its charter)

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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)

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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 (§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.

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**Item 1.02. Termination of a Material Definitive Agreement.**

On December 21, 2017, upon completion of the Merger (as defined below), Arc Logistics Partners LP, a Delaware limited partnership (“MLP”), caused Arc Terminals Holdings LLC, a Delaware limited liability company and subsidiary of MLP (“Arc Terminals Holdings”), to terminate the existing \$300.0 million amended and restated credit agreement among Arc Terminals Holdings, as borrower, MLP, certain other affiliates of MLP and the lenders party thereto (the “Credit Agreement”). With proceeds from (i) debt financing from Barclays Bank PLC, Credit Suisse AG and Credit Suisse Securities (USA) LLC and (ii) equity financing from investment funds managed by Warburg Pincus LLC and certain other co-investors, all indebtedness, liabilities and obligations (other than contingent reimbursement and indemnification obligations for which a claim had not been made as of the termination date) were paid in full, and all commitments of the lenders to extend credit under the Credit Agreement were terminated in full. No prepayment or early termination penalties or premiums were incurred as a result of the termination of the Credit Agreement.

**Item 2.01. Completion of Acquisition or Disposition of Assets.**

On December 21, 2017, MLP completed its previously announced merger with Zenith Energy U.S. Logistics, LLC, a Delaware limited liability company (“Merger Sub”) and a subsidiary of Zenith Energy U.S. Logistics Holdings, LLC, a Delaware limited liability company (“Holdings”) and a subsidiary of Zenith Energy U.S., L.P., a Delaware limited partnership (“Parent”). The Merger was completed in accordance with the Purchase Agreement and Plan of Merger, dated as of August 29, 2017 (the “Merger Agreement”), by and among MLP, Arc Logistics GP LLC, a Delaware limited liability company and the general partner of MLP (“MLP GP” and, together with MLP, the “MLP Entities”), Lightfoot Capital Partners, LP, a Delaware limited partnership (“LCP LP”), Lightfoot Capital Partners GP LLC, a Delaware limited liability company and the general partner of LCP LP (“LCP GP” and, together with LCP LP, the “Lightfoot Entities”), Parent, Zenith Energy U.S. GP, LLC, a Delaware limited liability company and the general partner of Parent (“Parent GP”), Holdings and Merger Sub (together with Parent, Parent GP and Holdings, the “Parent Entities”). Pursuant to the Merger Agreement, Merger Sub merged with and into MLP (the “Merger”), with MLP surviving the Merger as a subsidiary of Parent, and LCP GP transferred to Holdings 100% of the issued and outstanding membership interests in MLP GP, including all rights and obligations relating thereto and all economic and capital interest therein (the “GP Equity Transfer”).

Upon the Merger and GP Equity Transfer becoming effective (the “Effective Time”), (a) each Common Unit issued and outstanding immediately prior to the Effective Time (other than those Common Units owned by the Lightfoot Entities (the “Sponsor Units”)) was converted into the right to receive an amount in cash equal to \$16.50 per Common Unit (the “Public Merger Consideration”), no longer outstanding, automatically cancelled and ceased to exist, (b) each Sponsor Unit issued and outstanding immediately prior to the Effective Time was converted into the right to receive an amount in cash equal to \$14.50 per Common Unit (the “Sponsor Merger Consideration” and, together with the Public Merger Consideration, the “Merger Consideration”), no longer outstanding, automatically cancelled and ceased to exist, in each case, upon the terms and subject to the conditions set forth in the Merger Agreement and (c) Holdings paid to LCP GP \$94,500,000 in cash in exchange for 100% of the membership interests in MLP GP acquired by Holdings in connection with the GP Equity Transfer.

Also as of the Effective Time, each outstanding phantom unit granted pursuant to the Arc Logistics Long-Term Incentive Plan (“Phantom Units”) that vested as of immediately prior to the Effective Time was cancelled and converted into the right to receive from Parent an amount of cash equal to the Public Merger Consideration (the “Phantom Unit Consideration”), no longer outstanding and ceased to exist. On the date each Phantom Unit that did not vest as of immediately prior to the Effective Time vests and is settled in accordance with the applicable terms and conditions of such unvested Phantom Unit (as amended), such unvested Phantom Unit will be paid the Phantom Unit Consideration.

The Merger and the GP Equity Transfer were funded through (i) debt financing from Barclays Bank PLC, Credit Suisse AG and Credit Suisse Securities (USA) LLC and (ii) equity financing from investment funds managed by Warburg Pincus LLC and certain other co-investors.

No dissenters’ or appraisal rights were available, or will be available, with respect to the transactions contemplated by the Merger Agreement

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The foregoing description of the Merger Agreement and the Merger does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement, which was filed as Exhibit 2.1 to MLP's Current Report on Form 8-K filed on August 29, 2017.

**Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.**

To the extent required, the information contained in Item 2.01 in this Current Report on Form 8-K is incorporated by reference into this Item 3.01.

In connection with the consummation of the Merger, the New York Stock Exchange (the "NYSE") was notified that each Common Unit issued and outstanding immediately prior to the Effective Time was converted pursuant to the Merger Agreement into the right to receive Merger Consideration, subject to the terms and conditions of the Merger Agreement. MLP requested that the NYSE file a Form 25 with the Securities and Exchange Commission (the "SEC") to delist the Common Units from the NYSE and to deregister the Common Units under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Common Units will be suspended from trading on the NYSE prior to the opening of trading on December 22, 2017. MLP also intends to file with the SEC a Form 15 suspending the MLP's reporting obligations under the Exchange Act.

**Item 3.03. Material Modification to the Rights of Security Holders.**

To the extent required, the information contained in Item 2.01 in this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

**Item 5.01. Changes in Control of Registrant.**

To the extent required, the information contained in Item 2.01 in this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

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

In connection with the Merger, as of the Effective Time, Vincent T. Cabbage, Edward P. Russell, Eric J. Scheyer, Sidney L. Tassin, Gary G. White, Barry L. Zubrow and John Pugh resigned as members of the Board of Directors of MLP GP and as members of each committee of the Board of Directors on which they served immediately prior to the Effective Time. In connection with the Merger, as of the Effective Time, Vincent T. Cabbage, Michael H. Hart, John S. Blanchard, Bradley K. Oswald, Steven C. Schnitzer and Stephen J. Pilatzke resigned as officers of MLP GP.

At the Effective Time, MLP GP will be wholly owned and managed by Holdings. At the Effective Time, Jeffrey R. Armstrong was appointed Chief Executive Officer, Carlos Ruiz was appointed Chief Financial Officer and Dana Love was appointed Secretary, in each case of MLP GP.

**Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year**

Immediately following the Effective Time, MLP GP filed a Certificate of Amendment to the Certificate of Limited Partnership of MLP, filed as Exhibit 3.1, to change the name of MLP to "Zenith Energy Logistics Partners LP". Immediately following the Effective Time, Holdings filed a Certificate of Amendment to the Certificate of Formation of MLP GP, filed as Exhibit 3.2, to change the name of MLP GP to "Zenith Energy Logistics GP LLC".

Immediately following the Effective Time, the limited liability company agreement of MLP GP as in effect immediately prior to the Merger was amended and restated in the form of the Second Amended and Restated Limited Liability Company Agreement of MLP GP, filed as Exhibit 3.3 to this Current Report on Form 8-K and is incorporated herein by reference. Immediately following the Effective Time, the agreement of limited partnership of MLP as in effect immediately prior to the Merger was amended and restated in the form of the Second Amended and Restated Agreement of Limited Partnership of MLP, filed as Exhibit 3.4 to this Current Report on Form 8-K and is incorporated herein by reference.

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

**(d) Exhibits**

<u>Exhibit No.</u>	<u>Description</u>
3.1	<a href="#"><u>Certificate of Amendment to Certificate of Limited Partnership of Arc Logistics Partners LP</u></a>
3.2	<a href="#"><u>Certificate of Amendment to Certificate of Formation of Arc Logistics GP LLC</u></a>
3.3	<a href="#"><u>Second Amended and Restated Limited Liability Company Agreement of Zenith Energy Logistics GP LLC, dated as of December 21, 2017.</u></a>
3.4	<a href="#"><u>Second Amended and Restated Limited Partnership Agreement of Zenith Energy Logistics Partners LP, dated as of December 21, 2017.</u></a>

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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.

Date: December 26, 2017

ARC LOGISTICS PARTNERS LP

By: Arc Logistics GP LLC, its general partner

By: /s/ Jeffrey R. Armstrong

Name: Jeffrey R. Armstrong

Title: Chief Executive Officer

**CERTIFICATE OF AMENDMENT**  
**TO**  
**CERTIFICATE OF LIMITED PARTNERSHIP**  
**OF**  
**ARC LOGISTICS PARTNERS LP**

It is hereby certified pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act that:

1. The name of the limited partnership (hereinafter called the "Company") is Arc Logistics Partners LP.

2. The Certificate of Limited Partnership of the Company is hereby amended to effect a change in Article 1, thereof relating to the name of the Company; accordingly, Article 1. of the Certificate of Limited Partnership shall be amended to read in its entirety as follows:

"1. Name. The name of the limited partnership is "Zenith Energy Logistics Partners LP."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of this 21st day of December, 2017.

**ARC LOGISTICS GP LLC**  
General Partner of Arc Logistics Partners LP

By: /s/ Jeffrey R. Armstrong

Name: Jeffrey R. Armstrong

Title: Chief Executive Officer

**CERTIFICATE OF AMENDMENT**

**TO**

**CERTIFICATE OF FORMATION**

**OF**

**ARC LOGISTICS GP LLC**

It is hereby certified pursuant to Section 18-202 of the Delaware Limited Liability Company Act that:

1. The name of the limited liability company (hereinafter called the "Company") is Arc Logistics GP LLC.

2. The Certificate of Formation of the Company is hereby amended to effect a change in Article First thereof, relating to the name of the Company, accordingly Article First of the Certificate of Formation shall be amended to read in its entirety as follows:

"FIRST. The name of the limited liability company formed hereby is Zenith Energy Logistics GP LLC."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of this 21st day of December, 2017.

**ZENITH ENERGY U.S. LOGISTICS HOLDINGS, LLC**  
Sole Member of Arc Logistics GP LLC

By: /s/ Jeffrey R. Armstrong

Name: Jeffrey R. Armstrong

Title: Chief Executive Officer

**SECOND AMENDED AND LIMITED LIABILITY COMPANY AGREEMENT  
OF  
ZENITH ENERGY LOGISTICS GP LLC**

**a Delaware Limited Liability Company**

This SECOND AMENDED AND LIMITED LIABILITY COMPANY AGREEMENT of ZENITH ENERGY LOGISTICS GP LLC (this "*Agreement*"), dated as of December 21, 2017, is adopted, executed and agreed to by the Sole Member (as defined below).

WHEREAS, Zenith Energy Logistics GP LLC (the "*Company*") was formed as a Delaware limited liability company under and pursuant to the Delaware Limited Liability Company Act (the "*Act*") on July 29, 2013;

WHEREAS, Lightfoot Capital Partners GP LLC entered into that certain First Amended and Restated Limited Liability Company Agreement of the Company, dated as of November 12, 2013 (as amended, restated or modified from time to time, the "*Original Agreement*");

WHEREAS, on December 21, 2017, the Company consummated the transactions contemplated by that certain Purchase Agreement and Plan of Merger, dated as of August 29, 2017 (as amended, restated or modified from time to time, the "*Merger Agreement*"), by and among the Company, Arc Logistics Partners LP, Zenith Energy U.S. Logistics Holdings, LLC, a Delaware limited liability company ("*Zenith Logistics Holdings*"), and the other parties thereto, pursuant to which the Sole Member purchased 100% of the outstanding membership interests of the Company;

WHEREAS, prior to the consummation of the transactions contemplated by the Merger Agreement, the Company conducted business under the name "Arc Logistics GP LLC";

WHEREAS, simultaneously with the execution of this Agreement and effective as of the date hereof, the Sole Member filed a Certificate of Amendment in the State of Delaware to change the name of the Company to "Zenith Energy Logistics GP LLC";

WHEREAS, following the consummation of the transactions contemplated by the Merger Agreement and effective as of the date hereof, Zenith Logistics Holdings is the sole member of the Company; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all, the Sole Member hereby agrees to amend and restate the Original Agreement as follows:

**1. Term.** The Company shall have perpetual existence unless dissolved in accordance with Section 9 of this Agreement.

**2. Purposes.** The purposes of the Company shall be to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act.

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**3. Member.** Zenith Energy U.S. Logistics Holdings, LLC, a Delaware limited liability company (the “*Sole Member*”), shall be the sole member the Company.

**4. Contributions.** Without creating any rights in favor of any third party, the Sole Member may, from time to time, make contributions of cash or property to the capital of the Company, but shall have no obligation to do so.

**5. Distributions.** The Sole Member shall be entitled to (a) receive all distributions (including, without limitation, liquidating distributions) made by the Company, and (b) enjoy all other rights, benefits and interests in the Company.

**6. Management.** The management of the Company shall be exclusively vested in the Sole Member, and the Company shall not have “managers” as that term is used in the Act. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Sole Member, who shall make all decisions and take all actions for the Company. Any action to approve or consent to any matter hereunder or pursuant to the Act by the Sole Member may be accomplished by written consent executed by the Sole Member. Written consents may be executed and delivered by telecopy or like electronic means.

**7. Officers.**

(a) **General.** The Sole Member may designate one or more persons to be officers of the Company. Officers are not “managers” as that term is used in the Act. Any officers who are so designated shall have such titles and authority and perform such duties as the Sole Member may delegate to them. The salaries or other compensation, if any, of the officers of the Company shall be fixed by the Sole Member. Any officer may be removed as such, either with or without cause, by the Sole Member. Designation of an officer shall not of itself create contract rights.

(b) **Titles.** To the extent appointed by the Sole Member, the officers of the Company may be a Chief Executive Officer, President, a Secretary, one or more Vice Presidents (any one or more of whom may be designated Executive Vice President or Senior Vice President), a Treasurer and such other officers as the Sole Member may from time to time elect or appoint. Any number of offices may be held by the same person.

(c) **Initial Officers.** The initial officers of the Company are set forth in Schedule 1.

**8. Dissolution.** The Company shall dissolve and its affairs shall be wound up at such time, if any, as the Sole Member may elect. No other event will cause the Company to dissolve.

**9. Tax Partnership.** Unless otherwise determined by the Sole Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Sole Member and the Company shall timely make any and all necessary elections and filings for the Company treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

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**10. Tax Matters Member.** The tax matters partner of the Company pursuant to Code Section 6231(a)(7) shall be the Sole Member.

**11. Governing Law.** THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF SUCH STATE.

**12. Amendments.** This Agreement may be modified, altered, supplemented or amended at any time by a written agreement executed and delivered by the Sole Member.

**13. Liability.** The Sole Member, and any officers of the Company, shall not have any liability for the obligations, debts or liabilities of the Company except to the extent provided in the Act.

**14. Duties, Exculpation and Indemnity.**

(a) Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, to the fullest extent permitted by applicable law, the Sole Member, including any of its officers or partners (including its general partner), shall have no fiduciary or other duties (including any duty of disclosure) to the Company, any officer or any other person that is a party to or bound by this Agreement. To the fullest extent permitted by applicable law, the Sole Member, including any of its officers or partners (including its general partner) and any of their respective directors, managers, officers or employees, shall not be liable or accountable in damages or otherwise to the Company for any act or omission done or omitted by such party. To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless the Sole Member, against any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against such party (including, without limitation, reasonable attorneys' fees and disbursements incurred in the defense thereof) arising out of any act or omission of such party in connection with the Company, unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of such act or omission, and taking into account the acknowledgements and agreements set forth in this Agreement, such party engaged in actual fraud or willful misconduct. Reasonable expenses, including reasonable attorneys' fees and disbursements, incurred by such party and relating to any proceeding in connection with which indemnification is sought under this Section 15(a) shall be advanced by the Company upon written demand by such party; provided that such party shall reimburse the Company for such expenses if it is finally determined that such party is not entitled to indemnification hereunder.

(b) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless (i) each officer of the Company and (ii) each person who is or was an employee of the Company or a director, member, officer or employee of any subsidiary of the Company who the Sole Member expressly designates as a being entitled to the rights to indemnification set forth in this Section 15(b) in a written resolution (individually, an "**O&E Covered Person**" and, collectively, the "**O&E Covered Persons**") against any loss, liability, damage, judgment, demand, claim, cost or

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expense incurred by or asserted against the O&E Covered Person (including, without limitation, reasonable attorneys' fees and disbursements incurred in the defense thereof) arising out of any act or omission of the O&E Covered Person in connection with the Company to the same extent as if the Company were a corporation organized under the laws of the State of Delaware that indemnified and held harmless its directors, officers, employees and agents to the fullest extent permitted under Section 145 of the General Corporation Law of the State of Delaware as in effect on date of this Agreement (but including any expansion of rights to indemnification thereunder from and after the date of this Agreement), unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of such act or omission, and taking into account the acknowledgements and agreements set forth in this Agreement, such O&E Covered Person would not be so entitled to be indemnified and held harmless if the Company were a corporation organized under the laws of the State of Delaware that indemnified and held harmless its directors, officers, employees and agents to the fullest extent permitted under Section 145 of the General Corporation Law of the State of Delaware as in effect on date of this Agreement (but including any expansion of rights to indemnification thereunder from and after the date of this Agreement). Reasonable expenses, including reasonable attorneys' fees and disbursements, incurred by a O&E Covered Person and relating to any proceeding in connection with which indemnification is sought under this Section 15(b) shall be advanced by the Company upon written demand by such O&E Covered Person; provided that such O&E Covered Person shall reimburse the Company for such expenses if it is finally determined that such O&E Covered Person is not entitled to indemnification hereunder.

(c) The rights to indemnification and advancement of expenses set forth in this Agreement shall not limit any rights to indemnification and advancement of expenses that may be available to the Sole Member or O&E Covered Person pursuant to any other agreement, arrangement or entitlement.

**15. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all such counterparts together shall constitute one instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission or by electronic mail shall have the same effect as physical delivery of the paper document bearing the original signature.

*[Signature Page Follows.]*

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**IN WITNESS WHEREOF**, the undersigned, being all the members of the Company, have caused this Limited Liability Company Agreement to be duly executed effective as of the date first set forth above.

**ZENITH ENERGY U.S. LOGISTICS HOLDINGS, LLC**

By: /s/ Jeffrey R. Armstrong

Name: Jeffrey R. Armstrong

Title: Chief Executive Officer

Signature Page to  
Second Amended and Restated Limited Liability Company Agreement of  
ZENITH ENERGY LOGISTICS GP LLC

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**SCHEDULE I**

**Officer**

Jeffrey R. Armstrong  
John Blanchard  
Carlos Ruiz  
Dana Love

**Title**

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Chief Executive Officer  
President  
Chief Financial Officer  
Secretary

SCHEDULE I

**SECOND AMENDED AND RESTATED  
LIMITED PARTNERSHIP AGREEMENT  
OF  
ZENITH ENERGY LOGISTICS PARTNERS LP  
a Delaware limited partnership**

This SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP, effective as of December 21, 2017 (this "*Agreement*"), is adopted, executed and agreed to by the General Partner and the Limited Partners.

**RECITALS**

WHEREAS, the Partnership was formed as a limited partnership under the Act pursuant to a certificate of limited partnership filed in the office of the Delaware Secretary of State (the "*Certificate*");

WHEREAS, the General Partner and the Lightfoot Capital Partners, LP, the original organizational limited partner, entered into that certain First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of November 12, 2013 (as amended, restated or modified from time to time, the "*Original Agreement*");

WHEREAS, on December 21, 2017, the Partnership consummated the transactions contemplated by that certain Purchase Agreement and Plan of Merger, dated as of August 29, 2017 (as amended, restated or modified from time to time, the "*Merger Agreement*"), by and among the Partnership, the General Partner, Zenith Energy U.S. Logistics, LLC, a Delaware limited liability company ("*Merger Sub*"), Zenith Energy U.S. Logistics Holdings, LLC, a Delaware limited liability company and the sole member of Merger Sub ("*Zenith Logistics Holdings*"), and the other parties thereto, pursuant to which the Partnership merged with and into Merger Sub, with the Partnership continuing to exist as the surviving entity;

WHEREAS, prior to the consummation of the transactions contemplated by the Merger Agreement, the Partnership conducted business under the name "Arc Logistics Partners LP";

WHEREAS, simultaneously with the execution of this Agreement and effective as of the date hereof, the General Partner filed a Certificate of Amendment to the Certificate to change the name of the Partnership to "Zenith Energy Logistics Partners LP";

WHEREAS, following the consummation of the transactions contemplated by the Merger Agreement and effective as of the date hereof, Zenith Logistics Holdings is the sole limited partner of the Partnership; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all, the General Partner and the Limited Partner hereby agree to amend and restate the Original Agreement in accordance with Article XIII of the Original Agreement as follows:

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## AGREEMENT

### ARTICLE 1 DEFINITIONS

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement.

“*Act*” means the Delaware Revised Uniform Limited Partnership Act, as amended from time to time, and any successor to such act.

“*Affiliates*” means when used with respect to a specified person, any person which directly or indirectly Controls, is Controlled by or is Under Common Control with such specified person.

“*Control,*” including the correlative terms “*Controlled by*” and “*Under Common Control with*” means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of management or policies (whether through ownership of Equity Interests, by contract or otherwise) of a person.

“*Equity Interests*” means: (a) capital stock, membership interests, partnership interests, other equity interests, rights to profits or revenue and any other similar interest in any corporation, partnership, limited liability company or other business entity; (b) any security or other interest convertible into or exchangeable or exercisable for any of the foregoing, whether at the time of issuance or upon the passage of time or the occurrence of some future event; and (c) any warrant, option or other right (contingent or otherwise) to acquire any of the foregoing.

“*General Partner*” means Zenith Energy Logistics GP, LLC (f/k/a Arc Logistics GP, LLC), a Delaware limited liability company.

“*Limited Partner*” means Zenith Logistics Holdings and any other limited partner admitted to the Partnership from time to time.

“*Partner*” means the General Partner or any Limited Partner.

“*Partnership*” means Zenith Energy Logistics Partners, LP (f/k/a Arc Logistics Partners LP), a Delaware limited partnership.

“*Percentage Interests*” means, with respect to any Limited Partner, the limited partnership interest set forth across from each such Limited Partner’s name on Schedule 1 attached hereto.

### ARTICLE 2 ORGANIZATIONAL MATTERS

**2.1 Formation.** Subject to the provisions of this Agreement, the Partnership has been formed as a limited partnership pursuant to the provisions of the Act.

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**2.2 Name.** The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name “Zenith Energy Logistics Partners, LP”.

**2.3 Term.** The Partnership shall continue in existence until an election to dissolve the Partnership by the General Partner.

**2.4 Purpose.** The purpose and business of the Partnership shall be to engage in any lawful business, purpose or activity for which limited partnerships may be organized under the Act.

**2.5 Partnership Interests; Initial Capital Contributions.** The General Partner shall have a non-economic general partner interest and each of the Limited Partners shall have a limited partner partnership interest as set forth across from each such Limited Partner’s name on Schedule I.

### **ARTICLE 3 ALLOCATIONS AND DISTRIBUTIONS**

**3.1 Capital Accounts.** The Partnership shall maintain a capital account for each of the Partners in accordance with the regulations issued pursuant to Section 704 of the Internal Revenue Code of 1986, as amended (the “Code”), and as determined by the General Partner as consistent therewith.

**3.2 Allocations.** For federal income tax purposes, each item of income, gain, loss, deduction and credit of the Partnership shall be allocated among the Limited Partners in accordance with their Percentage Interests, except that the General Partner shall have the authority to make such other allocations as are necessary and appropriate to comply with Section 704 of the Code and the regulations pursuant thereto.

**3.3 Distributions.** The General Partner may make such cash distributions as it, in its sole discretion, may determine without being limited to current or accumulated income or gains from any Partnership funds. In its sole discretion, the General Partner may also distribute to the Limited Partners other Partnership property, or other securities of the Partnership or other entities. All distributions by the General Partner shall be made in accordance with the Percentage Interests of the Limited Partners.

### **ARTICLE 4 MANAGEMENT AND OPERATIONS OF BUSINESS**

The management of the Partnership shall be exclusively vested in the General Partner and the Limited Partners shall not have any power to control or manage the Partnership. The powers of the Partnership shall be exercised under the authority of, and the business and affairs of the Partnership shall be managed under the direction of, the General Partner.

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**ARTICLE 5  
NO LIABILITY OF LIMITED PARTNER**

No Partner shall have any liability for the obligations, debts or liabilities of the Partnership except to the extent provided in the Act.

**ARTICLE 6  
DISSOLUTION AND LIQUIDATION**

The Partnership shall be dissolved, and its affairs shall be wound up as provided in Section 2.3. No other event will cause the Partnership to dissolve.

**ARTICLE 7  
AMENDMENT OF PARTNERSHIP AGREEMENT**

The General Partner may modify, alter, supplement or amend any provision of this Agreement without the consent of the Limited Partners and may execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith.

**ARTICLE 8  
GENERAL PROVISIONS**

**8.1 Duties, Exculpation and Indemnity.**

(a) Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, to the fullest extent permitted by applicable law, no Partner (including the General Partner) shall have any fiduciary or other duties (including any duty of disclosure) to the Partnership, any officer or any other person that is a party to or bound by this Agreement. To the fullest extent permitted by applicable law, neither any Partner (including the General Partner) nor its partners, members or equityholders nor any of their respective directors, managers, officers or employees, (individually, a "**Partner Covered Person**" and, collectively, the "**Partner Covered Persons**") shall be liable or accountable in damages or otherwise to the Partnership for any act or omission done or omitted by any Partnership Covered Person. To the fullest extent permitted by applicable law, the Partnership shall indemnify and hold harmless each Partner Covered Person against any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the Partner Covered Person (including, without limitation, reasonable attorneys' fees and disbursements incurred in the defense thereof) arising out of any act or omission of the Partner Covered Person in connection with the Partnership, unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of such act or omission, and taking into account the acknowledgements and agreements set forth in this Agreement, such Partner Covered Person engaged in actual fraud or willful misconduct. Reasonable expenses, including reasonable attorneys' fees and disbursements, incurred by a Partner Covered Person and relating to any proceeding in connection with which indemnification is sought under this section shall be advanced by the Partnership upon written demand by such Partner Covered Person; *provided* that such Partner Covered Person shall reimburse the Partnership for such expenses if it is finally determined that such Partner Covered Person is not entitled to indemnification hereunder.

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(b) To the fullest extent permitted by applicable law, the Partnership shall indemnify and hold harmless (i) any officer of the Partnership and (ii) each person who is or was an employee of the Partnership or a director, officer or employee of any subsidiary of the Partnership who the General Partner expressly designates as a being entitled to the rights to indemnification set forth in this Section in a written resolution (individually, an “**O&E Covered Person**” and, collectively, the “**O&E Covered Persons**”) against any loss, liability, damage, judgment, demand, claim, cost or expense incurred by or asserted against the O&E Covered Person (including, without limitation, reasonable attorneys’ fees and disbursements incurred in the defense thereof) arising out of any act or omission of the O&E Covered Person in connection with the Partnership to the same extent as if the Partnership were a corporation organized under the laws of the State of Delaware that indemnified and held harmless its directors, officers, employees and agents to the fullest extent permitted under Section 145 of the General Corporation Law of the State of Delaware as in effect on date of this Agreement (but including any expansion of rights to indemnification thereunder from and after the date of this Agreement), unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of such act or omission, and taking into account the acknowledgements and agreements set forth in this Agreement, such O&E Covered Person would not be so entitled to be indemnified and held harmless if the Partnership were a corporation organized under the laws of the State of Delaware that indemnified and held harmless its directors, officers, employees and agents to the fullest extent permitted under Section 145 of the General Corporation Law of the State of Delaware as in effect on date of this Agreement (but including any expansion of rights to indemnification thereunder from and after the date of this Agreement). Reasonable expenses, including reasonable attorneys’ fees and disbursements, incurred by a O&E Covered Person and relating to any proceeding in connection with which indemnification is sought under this Section shall be advanced by the Partnership upon written demand by such O&E Covered Person; *provided* that such O&E Covered Person shall reimburse the Partnership for such expenses if it is finally determined that such O&E Covered Person is not entitled to indemnification hereunder.

(c) The Partnership and each of the Partners acknowledge that certain of the Partner Covered Persons and O&E Covered Persons (“**Institutional Investor Indemnities**”) have certain rights to indemnification, advancement of expenses or insurance provided by certain Affiliates, including the General Partner (collectively, the “**Institutional Investor Indemnitors**”). The Partnership agrees, and the Partners acknowledge, that: (i) to the extent legally permitted and as required by the terms of this Agreement and the Certificate (or by the terms of any other agreement between the Partnership and an Institutional Investor Indemnitee), (A) the Partnership is the indemnitor of first resort (i.e., its obligations to each Institutional Investor Indemnitee are primary and any obligation of the Institutional Investor Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by any

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Institutional Investor Indemnitee are for the same expenses or liabilities incurred by any Institutional Investor Indemnitee are secondary) and (B) the Partnership shall be required to advance the full amount of expenses incurred by an Institutional Investor Indemnitee and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement, without regard to any rights that an Institutional Investor Indemnitee may have against the Institutional Investor Indemnitors; and (ii) the Partnership irrevocably waives, relinquishes and releases the Institutional Investor Indemnitors from any and all claims for contribution, subrogation or any other recovery of any kind in respect of any of the matters described in clause (i) of this sentence for which any Institutional Investor Indemnitee has received indemnification or advancement from the Partnership. The Partnership further agrees that no advancement or payment by the Institutional Investor Indemnitors on behalf of any Institutional Investor Indemnitee with respect to any claim for which an Institutional Investor Indemnitee has sought indemnification from the Partnership shall affect the foregoing and that the Institutional Investor Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Institutional Investor Indemnitee against the Partnership. The Partnership and each Partner agree that the Institutional Investor Indemnitors are expressly third party beneficiaries of the terms of this Section 8.1(c).

(d) Subject to Section 8.1(c), the rights to indemnification and advancement of expenses set forth in this Agreement shall not limit any rights to indemnification and advancement of expenses that may be available to any Partner Covered Person or O&E Covered Person pursuant to any other agreement, arrangement or entitlement, whether by or from the General Partner or otherwise.

**8.2 Governing Law.** THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (EXCLUDING ITS CONFLICT -OF-LAWS RULES).

*[Signature Page Follows]*

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IN WITNESS WHEREOF, this Agreement has been duly executed by the General Partner and the Limited Partner, effective as of the date first set forth above.

**GENERAL PARTNER:**

**Zenith Energy Logistics GP, LLC**  
**a Delaware limited liability company**

By: /s/ Jeffrey R. Armstrong

Name: Jeffrey R. Armstrong

Title: Chief Executive Officer

**LIMITED PARTNER:**

**Zenith Energy U.S. Logistics Holdings, LLC**  
**a Delaware limited liability company**

By: /s/ Jeffrey R. Armstrong

Name: Jeffrey R. Armstrong

Title: Chief Executive Officer

*[Signature Page to Limited Partnership Agreement of Zenith Energy Logistics Partners LP]*

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**SCHEDULE I**

**Limited Partner**

Zenith Energy U.S. Logistics Holdings, LLC

**Partnership Interests**

100%

SCHEDULE I