

**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 8, 2017 (August 3, 2017)**

**Summit Midstream Partners, LP**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-35666**  
(Commission  
File Number)

**45-5200503**  
(IRS Employer  
Identification No.)

**1790 Hughes Landing Blvd  
Suite 500  
The Woodlands, TX 77380**  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(832) 413-4770**

**Not applicable**

(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 (§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.

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

***Amended and Restated Employment Agreements***

On August 3, 2017, the board of Summit Midstream GP, LLC (the “general partner”), which manages and operates Summit Midstream Partners, LP (“SMLP” or the “Partnership”), approved amendments to the respective employment agreements of Steve Newby, President and Chief Executive Officer of the general partner and Leonard Mallett, Executive Vice President and Chief Operations Officer of the general partner. The amendments extend the terms of both employment agreements to March 1, 2020.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
10.1	† Amendment No. 1 to Second Amended and Restated Employment Agreement by and between Summit Midstream Partners, LLC and Steve Newby, effective August 4, 2017
10.2	† Amendment No. 1 to Employment Agreement by and between Summit Midstream Partners, LLC and Leonard Mallett, effective August 4, 2017

† Management contract or compensatory plan or arrangement that is being filed as an exhibit pursuant to Item 9.01(d) of this report.

**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.

Summit Midstream Partners, LP

(Registrant)

By: Summit Midstream GP, LLC (its general partner)

/s/ Matthew S. Harrison

Matthew S. Harrison, Executive Vice President and Chief Financial Officer

Date: August 8, 2017

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
10.1	Amendment No. 1 to Second Amended and Restated Employment Agreement by and between Summit Midstream Partners, LLC and Steve Newby, effective August 4, 2017
10.2	Amendment No. 1 to Employment Agreement by and between Summit Midstream Partners, LLC and Leonard Mallett, effective August 4, 2017

## Amendment No. 1 to Second Amended and Restated Employment Agreement

This Amendment No. 1 (this "Amendment") to that certain Second Amended and Restated Employment Agreement dated August 13, 2015 (the "Employment Agreement") is made by and between Steven J. Newby (the "Executive") and Summit Midstream Partners, LLC, a Delaware limited liability company (together with any of its subsidiaries and affiliates as may employ the Executive from time to time, and any successor(s) thereto, the "Company") and is effective as of August 4, 2017.

### RECITALS

WHEREAS, the Company and Executive desire to amend the Employment Agreement to extend its term.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the sufficiency and receipt of which is hereby acknowledged by the parties, it is hereby agreed by and between the parties as follows.

### AGREEMENT

1. Capitalized Terms. Terms used herein but not otherwise defined shall have the meaning ascribed thereto in the Employment Agreement.
2. Amendment. Effective as of the date hereof, Section 2(b) of the Employment Agreement is hereby amended and restated in its entirety as follows:
  - (b) Term of Employment. The initial term of employment under this Agreement (the "Initial Term") shall be for the period beginning on the Effective Date and ending on March 1, 2020, unless earlier terminated as provided in Section 4. The Initial Term shall automatically be extended for successive one (1) year periods (each, an "Extension Term" and, collectively with the Initial Term, the "Term"), unless either party hereto gives notice of non-extension to the other no later than thirty (30) days prior to the expiration of the then-applicable Term.
3. Headings. The headings used herein are for convenience of reference only and shall not affect the construction of, nor shall they be taken into consideration in interpreting, this Amendment.
4. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

5. Governing Law. This Amendment shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Delaware, without reference to the principles of conflicts of law of Delaware or any other jurisdiction, and where applicable, the laws of the United States.
6. No Other Amendments. Except as expressly set forth herein, the Employment Agreement remains in full force and effect in accordance with its terms and nothing contained herein shall be deemed to be a waiver, amendment, modification or other change of any term, condition or provision of the Employment Agreement.
7. Effectiveness. This Amendment shall become effective immediately upon the date hereof.
8. References to the Employment Agreement. From and after the date hereof, all references in the Employment Agreement and any other documents to the Employment Agreement shall be deemed to be references to the Employment Agreement after giving effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on August 4, 2017.

**COMPANY**

By: /s/ Brock M. Degeyter  
Name: Brock M. Degeyter  
Title: Executive Vice President, General Counsel  
and Chief Compliance Officer

**EXECUTIVE**

By: /s/ Steven J. Newby  
Steven J. Newby

## Amendment No. 1 to Employment Agreement

This Amendment No. 1 (this "Amendment") to that certain Employment Agreement dated December 1, 2015 (the "Employment Agreement") is made by and between Leonard Mallett (the "Executive") and Summit Midstream Partners, LLC, a Delaware limited liability company (together with any of its subsidiaries and affiliates as may employ the Executive from time to time, and any successor(s) thereto, the "Company") and is effective as of August 4, 2017.

### RECITALS

WHEREAS, the Company and Executive desire to amend the Employment Agreement to extend its term.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the sufficiency and receipt of which is hereby acknowledged by the parties, it is hereby agreed by and between the parties as follows.

### AGREEMENT

1. Capitalized Terms. Terms used herein but not otherwise defined shall have the meaning ascribed thereto in the Employment Agreement.
2. Amendment. Effective as of the date hereof, Section 2(b) of the Employment Agreement is hereby amended and restated in its entirety as follows:

(b) Term of Employment. The initial term of employment under this Agreement (the "Initial Term") shall be for the period beginning on the Effective Date and ending on March 1, 2020, unless earlier terminated as provided in Section 4. The Initial Term shall automatically be extended for successive one (1) year periods (each, an "Extension Term" and, collectively with the Initial Term, the "Term"), unless either party hereto gives notice of non-extension to the other no later than thirty (30) days prior to the expiration of the then-applicable Term.

3. Headings. The headings used herein are for convenience of reference only and shall not affect the construction of, nor shall they be taken into consideration in interpreting, this Amendment.
4. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.
5. Governing Law. This Amendment shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Delaware, without reference to the principles of conflicts of law of Delaware or any other jurisdiction, and where applicable, the laws of the United States.

6. No Other Amendments. Except as expressly set forth herein, the Employment Agreement remains in full force and effect in accordance with its terms and nothing contained herein shall be deemed to be a waiver, amendment, modification or other change of any term, condition or provision of the Employment Agreement.
7. Effectiveness. This Amendment shall become effective immediately upon the date hereof.
8. References to the Employment Agreement. From and after the date hereof, all references in the Employment Agreement and any other documents to the Employment Agreement shall be deemed to be references to the Employment Agreement after giving effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on August 4, 2017.

**COMPANY**

By: /s/ Brock M. Degeyter  
Name: Brock M. Degeyter  
Title: Executive Vice President, General Counsel  
and Chief Compliance Officer

**EXECUTIVE**

By: /s/ Leonard Mallett  
Leonard Mallett