

MARTIN MIDSTREAM PARTNERS LP  
Form 8-K  
May 05, 2014

**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 5, 2014**

**MARTIN MIDSTREAM PARTNERS L.P.**

**(Exact name of Registrant as specified in its charter)**

**DELAWARE**  
**(State of incorporation**

**or organization)**

**000-50056**  
**(Commission**

**file number)**

**05-0527861**  
**(I.R.S. employer**

**identification number)**

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**4200 Stone Road**

**Kilgore, TX 75662**

**(Address of principal executive offices)(Zip code)**

**Registrant's telephone number, including area code: (903) 983-6200**

**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 (*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.**

*Purchase Agreement*

On May 5, 2014, Martin Operating Partnership L.P. (the *Operating Partnership*), a wholly owned subsidiary of Martin Midstream Partners L.P. (the *Partnership*) entered into a Purchase and Sale Agreement (the *Purchase Agreement*) with Atlas Pipeline Mid-Continent Holdings, LLC ( *Atlas* ), a subsidiary of Atlas Pipeline Partners L.P., to acquire all of the membership interests of Atlas Pipeline NGL Holdings, LLC ( *Holdings I* ) and Atlas Pipeline NGL Holdings II, LLC ( *Holdings II* and, together with *Holdings I*, *Holdings* ) (the *Acquisition* ). Total consideration for the *Acquisition*, which has been approved by the applicable boards of directors of all parties, will be approximately \$135.0 million, subject to certain post-closing adjustments.

The *Purchase Agreement* contains customary representations, warranties and agreements by the *Operating Partnership* and *Atlas* and customary conditions to closing. The closing of the *Acquisition* is expected to occur in the second quarter of 2014, subject to satisfaction of closing conditions.

The *Purchase Agreement* also contains indemnification obligations of both the *Operating Partnership* and *Atlas*, and other covenants and obligations of the parties. The *Purchase Agreement* contains certain termination rights for the *Operating Partnership* and *Atlas*, including, among others, the right to terminate if the *Acquisition* is not completed by June 30, 2014.

The preceding summary of the *Purchase Agreement* does not purport to be complete and is qualified in its entirety by the full text of such agreement, which is filed herewith as Exhibit 10.1 and incorporated herein by reference. In the event of any discrepancy between the preceding summary and the text of the *Purchase Agreement*, the text of the *Purchase Agreement* shall control.

The *Purchase Agreement* has been included to provide security holders with information regarding its terms. It is not intended to provide factual information about the *Operating Partnership* or *Atlas* and should not be relied on by any other person or entity for any purposes. The *Purchase Agreement* contains representations and warranties that each of the parties have made to each other as of specific dates and to evidence their agreement on various issues. The assertions and other statements or disclosures embodied in those representations and warranties were made solely for purposes of the contract between such parties and may be subject to important qualifications and limitations or other factors agreed to by each such party in connection with the negotiated terms, which qualifications and limitations are not necessarily reflected in the *Purchase Agreement*. Moreover, some of those representations and warranties may not be accurate or complete as of any specified date, may be subject to a contractual standard of materiality different from those generally applicable to investors or may have been used for purposes of allocating risk between each party rather than establishing matters as fact. Based on the foregoing, you should not rely on the representations, warranties and disclosures included in the *Purchase Agreement* as statements of factual information.

*Credit Agreement Amendment*

On May 5, 2014, the *Operating Partnership* and the *Partnership* entered into a Second Amendment to Third Amended and Restated Credit Agreement (the *Credit Agreement Amendment* ), which amended that certain Third Amended and Restated Credit Agreement, dated as of March 28, 2013, by and among the *Operating Partnership*, as the borrower, the *Partnership*, and Royal Bank of Canada, as administrative agent and collateral agent for the lenders and as L/C Issuer and a lender, and the other lenders party thereto (the *Credit Agreement* ), as amended by First Amendment to Third Amended and Restated Credit Agreement, dated as of July 12, 2013.

The *Credit Agreement Amendment* amends the *Credit Agreement* to, among other things, permit the *Partnership* to make certain investments related to West Texas LPG Pipeline Limited Partnership, a Texas limited partnership and to

acquire all of the outstanding membership interests in Holdings. The Credit Agreement Amendment is not expected to materially change the financial covenants contained within the Credit Agreement or the Partnership's compliance therewith.

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

The information provided under the caption "Credit Agreement Amendment" in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure**

On May 5, 2014, the Partnership issued a press release announcing that the Operating Partnership and Atlas had entered into the Purchase Agreement. A copy of the press release is furnished as an exhibit to this Current Report on Form 8-K.

In accordance with General Instruction B.2 of Form 8-K, the information set forth in this Item 7.01 and in the attached Exhibit 99.1 is deemed to be furnished and not deemed to be filed for purposes of the Securities Exchange Act of 1934, as amended.

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

**(d) Exhibits.**

Exhibit No.	Description
10.1	Purchase and Sale Agreement of Membership Interests of Atlas Pipeline NGL Holdings, LLC and Atlas Pipeline NGL Holdings II, LLC, dated as of May 5, 2014, by and between Atlas Pipeline Mid-Continent Holdings, LLC and Martin Operating Partnership L.P.
99.1	Press Release dated May 5, 2014.

**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.

MARTIN MIDSTREAM PARTNERS L.P.

By: Martin Midstream GP LLC,  
Its General Partner

Date: May 5, 2014

By: /s/ Robert D. Bondurant  
Robert D. Bondurant,  
Executive Vice President, Treasurer and  
Chief Financial Officer

**INDEX TO EXHIBITS**

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