

MAGELLAN MIDSTREAM PARTNERS LP  
Form 8-K  
August 16, 2010

**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 16, 2010 (August 11, 2010)**

**Magellan Midstream Partners, L.P.**

(Exact name of registrant as specified in its charter)

Commission File Number: 1-16335

**DE**  
(State or other jurisdiction)

**73-1599053**  
(IRS Employer)

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of incorporation)

Identification No.)

**One Williams Center, Tulsa, Oklahoma 74172**

(Address of principal executive offices, including zip code)

**(918) 574-7000**

(Registrant's telephone number, including area code)

(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))

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

As previously disclosed, Magellan Midstream Partners, L.P. (the Partnership) entered into that certain Underwriting Agreement dated August 4, 2010 with respect to the issuance and sale in an underwritten public offering (the Senior Notes Offering) by the Partnership of \$300 million aggregate principal amount of 4.25% Senior Notes due 2021 (the Notes). The Partnership issued the Notes under that certain Indenture dated as of August 11, 2010 (the Original Indenture), as supplemented by that certain First Supplemental Indenture, dated as of August 11, 2010 (the First Supplemental Indenture, and together with the Original Indenture, the Indenture), between the Partnership and U.S. Bank National Association, as trustee (the Trustee), filed herewith as Exhibits 4.1 and 4.2, which set forth the specific terms applicable to the Notes.

The material terms of the Senior Notes Offering are described in the prospectus supplement dated August 4, 2010, which was filed by the Partnership with the Securities and Exchange Commission (the Commission) on August 5, 2010. The offer and sale of the Notes was registered with the Commission pursuant to the Partnership's Registration Statement on Form S-3 (File No. 333-162929) which was filed with the Commission on November 5, 2009.

The foregoing description of the Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the Original Indenture and the First Supplemental Indenture, copies of which are filed herewith as Exhibit 4.1 and Exhibit 4.2, respectively, and are 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.**

On August 11, 2010, the Partnership completed the Senior Notes Offering. Interest on the Notes is payable semi-annually on February 1 and August 1 of each year, commencing February 1, 2011. The Notes will mature on February 1, 2021.

The Partnership may redeem some or all of the Notes at any time at a redemption price that includes a make-whole premium, as described in the First Supplemental Indenture. The Notes are the Partnership's senior unsecured obligations and rank equally in right of payment with all of its existing and future senior debt and senior to any subordinated unsecured debt that the Partnership may incur. Initially, the Notes will not be guaranteed by any of the subsidiaries of the Partnership.

The Indenture contains customary events of default (each an Event of Default). Under the Indenture, Events of Default include, but are not limited to, the following:

- (1) default in any payment of interest on the Notes when due that continues for 30 days;
- (2) default in the payment of principal of or premium, if any, on the Notes when due at its stated maturity, upon redemption, upon required repurchase or otherwise;
- (3) failure by the Partnership or any subsidiary guarantor to comply for 60 days after notice with the other agreements or covenants contained in the Indenture or any supplement to the Indenture relating to the Notes;
- (4) certain events of bankruptcy, insolvency or reorganization with respect to the Partnership, or if and so long as the Notes are guaranteed by a subsidiary guarantor, such subsidiary guarantor;
- (5) default by the Partnership or any of its subsidiaries in the payment at the stated maturity, after the expiration of any applicable grace period, of principal of, premium, if any, or interest on any debt then outstanding having a principal amount in excess of the greater of \$50.0 million or 5% of the Partnership's total consolidated partners' capital, or acceleration of any debt having a principal amount in excess of such amount so that it becomes due and payable prior to its stated maturity and such acceleration is not rescinded within 60 days after notice;
- (6)

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a final judgment or order for the payment of money in excess of the greater of \$50.0 million or 5% of the Partnership's total consolidated partners' capital (in each case, net of applicable insurance coverage) having been rendered against the Partnership or any subsidiary and such judgment or order continues unsatisfied and unstayed for a period of 60 days; and

- (7) except in limited circumstances specified in the supplement to the indenture, the failure of Magellan GP, LLC to comply with certain separateness and bankruptcy provisions of its limited liability company agreement or the amendment or modification of such provisions in a manner materially adverse to the interests of the holders of the Notes.

If an Event of Default occurs and is continuing, the Trustee or the holders of not less than 25% in aggregate principal amount of the then outstanding Notes may declare the principal of and premium, if any, and accrued but unpaid interest on all the Notes to be due and payable. Upon such a declaration, such principal, premium, if any, and interest will be due and payable immediately. If an event of default relating to certain events of bankruptcy, insolvency or reorganization with respect to the Partnership occurs and is continuing, the principal of, and premium, if any, and accrued and unpaid interest on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the trustee or any holders of the Notes. Under certain circumstances, the holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
4.1	Indenture dated as of August 11, 2010 between Magellan Midstream Partners, L.P. and U.S. Bank National Association, as trustee.
4.2	First Supplemental Indenture dated as of August 11, 2010, between Magellan Midstream Partners, L.P. and U.S. Bank National Association, as trustee.

**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.

Magellan Midstream Partners, L.P.  
By: Magellan GP, LLC, its general partner

Date: August 16, 2010

By: /s/ Suzanne H. Costin  
Suzanne H. Costin  
Corporate Secretary

**EXHIBIT INDEX**

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