

LEGACY RESERVES LP  
Form 8-K  
May 28, 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 22, 2014**

**Legacy Reserves LP**

(Exact name of registrant as specified in its charter)

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

**1-33249**  
(Commission File Number)

**16-1751069**  
(I.R.S. Employer Identification No.)

**303 W. Wall, Suite 1800**  
**Midland, Texas**  
(Address of principal executive offices)

**79701**  
(Zip Code)

Registrant's telephone number, including area code: **(432) 689-5200**

**NOT APPLICABLE**

(Former name or former address, if changed since last report.)

## Edgar Filing: LEGACY RESERVES LP - Form 8-K

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

Effective May 22, 2014, Legacy Reserves LP, a Delaware limited partnership (the *Partnership*), entered into an amendment (the *Second Amendment*) to its secured Third Amended and Restated Credit Agreement dated as of April 1, 2014 (the *Credit Agreement*) with Wells Fargo Bank, National Association, as administrative agent and certain other financial institution parties thereto as lenders (the *Lenders*). Pursuant to the Second Amendment, the following provisions of the Credit Agreement were amended:

- The borrowing base under the Credit Agreement was increased from \$800 million to \$950 million, effective as of the date of the consummation of certain recently announced acquisitions, provided that certain conditions relating to the acquisitions are satisfied.
- Each lender party to the Credit Agreement immediately prior to the Second Amendment agreed to reallocate its respective maximum credit amount and commitment.
- The Ratio of Total Debt to EBITDA was temporarily increased from a ratio of 4.00 to 1.00 to a ratio of 4.50 to 1.00 through June 30, 2015, at which time the ratio will return to 4.00 to 1.00.
- Minimum hedging requirements were adjusted to account for the increase in the borrowing base.

A copy of the Second Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K and is 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.**

The information set forth under Item 1.01 is hereby incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits.*

Exhibit No.	Description
10.1	Second Amendment to Third Amended and Restated Credit Agreement dated May 22, 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 thereunto duly authorized.

**LEGACY RESERVES LP**

By: Legacy Reserves GP, LLC,  
its general partner

Dated: May 28, 2014

By: /s/ Dan G. LeRoy  
Dan G. LeRoy  
Vice President, General Counsel and Secretary

**Exhibit Index**

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