

American Midstream Partners, LP  
Form S-4/A  
January 09, 2017  
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As filed with the Securities and Exchange Commission on January 9, 2017

Registration No. 333-214770

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

**Amendment No. 1**  
**Form S-4**  
**REGISTRATION STATEMENT**  
***UNDER***  
***THE SECURITIES ACT OF 1933***

**AMERICAN MIDSTREAM PARTNERS, LP**  
**(Exact name of registrant as specified in its charter)**

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

**4922**  
**(Primary Standard Industrial**

**27-0855785**  
**(I.R.S. Employer**

<b>incorporation or organization)</b>	<b>Classification Code Number)</b>	<b>Identification No.)</b>
<b>2103 CityWest Blvd., Bldg. 4, Suite 800 Houston, TX 77042 (713) 815-3900 (Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant s Principal Executive Offices)</b>		<b>Regina Gregory Senior Vice President, General Counsel 2103 CityWest Blvd., Bldg 4, Suite 800 Houston, TX 77042 (713) 815-3900 (Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)</b>

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**Approximate date of commencement of proposed sale to the public:** As soon as practicable after the effective date of this Registration Statement and the satisfaction or waiver of all other conditions to the closing of the merger described herein.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of large accelerated filer, accelerated filer and smaller reporting company in Rule 12b-2 of the Exchange Act. (Check one):

**Large accelerated filer**

**Accelerated filer**

**Non-accelerated filer**

**(Do not check if a smaller reporting company)**

**Smaller reporting company**

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

**The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

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**Information contained herein is not complete and is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold until the time the registration statement becomes effective. This preliminary proxy statement/prospectus is not an offer to sell and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.**

**PRELIMINARY SUBJECT TO COMPLETION DATED JANUARY 9, 2017**

**TO THE UNITHOLDERS OF JP ENERGY PARTNERS LP**

**MERGER PROPOSAL YOUR VOTE IS VERY IMPORTANT**

Dear Unitholder of JP Energy Partners LP,

On October 23, 2016, American Midstream Partners, LP, a Delaware limited partnership ( AMID ), American Midstream GP, LLC, a Delaware limited liability company and the general partner of AMID ( AMID GP ), Argo Merger Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of AMID ( AMID Merger Sub ), Argo Merger GP Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of AMID ( GP Sub ), JP Energy Partners LP, a Delaware limited partnership ( JPE ), and JP Energy GP II LLC, a Delaware limited liability company and the general partner of JPE ( JPE GP ), entered into an Agreement and Plan of Merger (the Merger Agreement ), pursuant to which AMID Merger Sub will merge with and into JPE, with JPE surviving as a wholly owned subsidiary of AMID (the Merger ). Immediately prior to and as a condition to the Merger, Argo GP Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of AMID GP ( Merger Sub GP ), will merge with and into JPE GP, with JPE GP surviving as a wholly owned subsidiary of AMID GP (the GP Merger and, together with the Merger, the Mergers ). The GP Merger will be consummated pursuant to the terms of that certain Agreement and Plan of Merger (the GP Merger Agreement ), dated as of October 23, 2016, among AMID GP, JPE GP and Merger Sub GP. In connection with the GP Merger, GP Sub will be admitted as the sole general partner of JPE and JPE GP will simultaneously cease to be the general partner of JPE.

The board of directors of JPE GP (the JPE GP Board ) approved and agreed to submit the Merger to a vote of the limited partners of JPE (the JPE Unitholders ). The JPE GP Board has determined that the Merger Agreement and the Merger are advisable and in the best interests of JPE, and has approved the Merger Agreement and the Merger.

If the Merger is completed, each holder of common units representing a limited partner interest in JPE (the JPE Common Units ) and subordinated units representing a limited partner interest in JPE (the JPE Subordinated Units and, together with JPE Common Units, the JPE Units ) outstanding immediately prior to the effective time of the Merger (the Effective Time ) other than AL Lonestar, LLC, a Delaware limited liability company ( AL Lonestar and, together with its affiliates, the Affiliated Unitholders ) and GP Sub, will be entitled to receive 0.5775 (the Exchange Ratio ) of a common unit representing a limited partner interest in AMID (the AMID Common Units ) for each JPE Unit owned by such holder. Each Affiliated Unitholder will be entitled to receive 0.5225 of an AMID Common Unit for each JPE Unit held by such Affiliated Unitholder immediately prior to the closing of the Merger. The resulting weighted average exchange ratio will be approximately 0.55 for all JPE Units. GP Sub will continue to own 0.1% of the outstanding limited partner interests in JPE after the closing of the Merger. The consideration to be received by JPE

Unitholders other than the Affiliated Unitholders and GP Sub is valued at \$8.63 per unit based on the closing price of AMID Common Units as of October 21, 2016, the last trading day before the public announcement of the Merger, representing a 14.5% premium to the closing price of JPE Common Units of \$7.54 on October 21, 2016, and a 14.2% premium to the volume weighted average closing price of JPE Common Units for the twenty trading days ended October 21, 2016. Immediately following completion of the Merger, it is expected that JPE Unitholders will own approximately % of the outstanding AMID Common Units, based on the number of AMID Common Units outstanding, on a fully diluted basis, as of , 2017. The common units of AMID and JPE are traded on the New York Stock Exchange under the symbols AMID and JPEP, respectively.

JPE is holding a special meeting (the Special Meeting ) of its unitholders at on , at , Central Standard Time, to obtain the vote of its unitholders to adopt and approve the Merger Agreement and the transactions contemplated thereby (the Merger Proposal ). **Your vote is very**

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**important regardless of the number of JPE Units you own.** The Merger cannot be completed unless the holders of at least a majority of the outstanding JPE Common Units that are not held by the Affiliated Unitholders (each such JPE Common Unit, a Non-Affiliated JPE Common Unit ) and the holders of at least a majority of the outstanding JPE Subordinated Units vote for the adoption of the Merger Agreement and transactions contemplated thereby at the Special Meeting, with the holders of the Non-Affiliated JPE Common Units and the holders of the JPE Subordinated Units voting as separate classes. Pursuant to the Support Agreements (as defined herein), the Affiliated Unitholders and certain members of JPE's management, which collectively own 90.1% of the JPE Subordinated Units entitled to vote at the Special Meeting, have agreed to vote all of such JPE Subordinated Units in favor of approval of the Merger Proposal and any other matter necessary for the consummation of the Merger. Holders of JPE Common Units will also vote on a proposal to adjourn the Special Meeting, if necessary, to solicit additional proxies if there are not sufficient votes to adopt and approve the Merger Agreement and transactions contemplated thereby at the time of the Special Meeting (the Adjournment Proposal ) and on an advisory compensation proposal (the Advisory Compensation Proposal ).

**The JPE GP Board recommends that JPE Unitholders vote FOR the Merger Proposal, that holders of JPE Common Units vote FOR the Adjournment Proposal, if necessary or appropriate, and that holders of JPE Common Units vote FOR the Advisory Compensation Proposal.**

Whether or not you plan to attend the Special Meeting, please take the time to vote by completing and returning the enclosed proxy card to JPE by mail or, if the option is available to you, by granting your proxy electronically over the Internet or by telephone. If your JPE Units are held in street name, you must follow the instructions provided by your broker in order to vote your JPE Units. More information about AMID, JPE and the Merger is contained in the accompanying proxy statement/prospectus. We encourage you to read carefully the accompanying proxy statement/prospectus (and the documents incorporated by reference into the accompanying proxy statement/prospectus) before voting, including the section entitled Risk Factors beginning on page 41 of the accompanying proxy statement/prospectus.

We believe this Merger will create a strong combined company that will deliver superior results to its unitholders and customers.

Sincerely,

J. Patrick Barley

*Chairman of the Board, President and Chief  
Executive Officer of JP Energy GP II LLC*

*on behalf of JP Energy Partners LP*

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued under the accompanying proxy statement/prospectus or determined that the accompanying proxy statement/prospectus is accurate or complete. Any representation to the contrary is a criminal offense.**

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The accompanying proxy statement/prospectus is dated \_\_\_\_\_, \_\_\_\_\_, and is first being mailed to JPE Unitholders on or about \_\_\_\_\_, \_\_\_\_\_.

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600 East Las Colinas Blvd, Suite 2000

Irving, Texas 75039

**NOTICE OF SPECIAL MEETING OF UNITHOLDERS**

**TO BE HELD ON** ,

NOTICE IS HEREBY GIVEN that JPE will hold a special meeting of its unitholders at , on , beginning at , Central Standard Time (the Special Meeting ), for the purpose of considering and voting on the following matters:

*Merger Proposal:* To consider and vote on a proposal to adopt and approve the Agreement and Plan of Merger, dated October 23, 2016 (the Merger Agreement ), by and among American Midstream Partners, LP ( AMID ), American Midstream GP, LLC ( AMID GP ), Argo Merger Sub, LLC, Argo Merger GP Sub, LLC ( GP Sub ), JP Energy Partners LP ( JPE ) and JP Energy GP II LLC ( JPE GP ), a copy of which is attached as Annex A to the proxy statement/prospectus accompanying this notice, as such agreement may be amended from time to time, and the transactions contemplated thereby;

*Adjournment Proposal:* To consider and vote on a proposal to approve the adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt and approve the Merger Agreement and approve the transactions contemplated by the Merger Agreement, including the Merger, at the time of the Special Meeting; and

*Advisory Compensation Proposal:* To consider and vote on a proposal to approve, on an advisory (non-binding) basis, the compensation that may be paid or become payable to JPE GP s named executive officers in connection with the Merger.

These items of business, including the Merger Agreement and the proposed Merger, are described in detail in the accompanying proxy statement/prospectus. **The Board of Directors of JPE GP (the JPE GP Board ) unanimously determined that the Merger Agreement and the transactions contemplated by the Merger Agreement, including the Merger, are advisable and in the best interests of JPE and recommends that holders of common units representing limited partner interests in JPE (the JPE Common Units ) and subordinated units representing limited partner interests in JPE (the JPE Subordinated Units and, together with the JPE Common Units, the JPE Units ) vote FOR the Merger Proposal, FOR the Adjournment Proposal, if necessary or appropriate, and FOR the Advisory Compensation Proposal.**

Only unitholders of record of JPE Units as of the close of business on , 2017 are entitled to notice of the Special Meeting and to vote at the Special Meeting or at any adjournment or postponement thereof. A list of unitholders entitled to vote at the Special Meeting will be available in JPE s offices located at 600 East Las Colinas Boulevard, Suite 2000, Irving, Texas 75039 during regular business hours for a period of ten days before the Special Meeting, and at the place of the Special Meeting during the meeting. Pursuant to separate support agreements entered into with AMID and AMID GP, AL Lonestar, LLC and their respective affiliates and certain members of JPE management, which collectively own 90.1% of the JPE Subordinated Units entitled to vote at the Special Meeting,



have agreed to vote all of such JPE Subordinated Units in favor of approval of the Merger Proposal and any other matter necessary for the consummation of the Merger.

Adoption of the Merger Agreement and the transactions contemplated thereby by the JPE Unitholders is a condition to the consummation of the Merger and requires the affirmative vote of at least a majority of the outstanding JPE Common Units that are not held by JPE GP or its affiliates (each such JPE Common Unit, a

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Non-Affiliated JPE Common Unit ) and the affirmative vote of at least a majority of the outstanding JPE Subordinated Units, with the holders of the Non-Affiliated JPE Common Units and the holders of the JPE Subordinated Units voting as separate classes. The affirmative vote of a majority of the Non-Affiliated JPE Common Units would be deemed to approve the Merger for all purposes of Section 7.9(a) of the JPE partnership agreement. Therefore, your vote is very important. **Your failure to vote your units will have the same effect as a vote AGAINST the adoption of the Merger Agreement and the transactions contemplated thereby.**

You can vote your JPE Common Units or JPE Subordinated Units by completing and returning a proxy card. Most JPE Unitholders can also vote over the Internet or by telephone. If Internet and telephone voting are available to you, you can find voting instructions in the materials accompanying the proxy statement/prospectus. You can revoke a proxy at any time prior to its exercise at the Special Meeting by following the instructions in the enclosed proxy statement/prospectus.

**By Order of the Board of Directors of JP  
Energy GP II LLC,**

**as the General Partner of JP Energy  
Partners LP,**

J. Patrick Barley

*Chairman of the Board, President and Chief  
Executive Officer of JP Energy GP II LLC*

*on behalf of JP Energy Partners LP*

, 2017  
Irving, Texas



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**REFERENCES TO ADDITIONAL INFORMATION**

**This proxy statement/prospectus incorporates by reference important business and financial information about AMID and JPE from other documents that are not included in or delivered with the proxy statement/prospectus. For a more detailed discussion of the information about AMID and JPE incorporated by reference into the proxy statement/prospectus, see *Where You Can Find More Information*, beginning on page 203. This information is available to you without charge upon your request. You can obtain the documents incorporated by reference into this proxy statement/prospectus by requesting them in writing or by telephone from the appropriate party at the following addresses and telephone numbers:**

**American Midstream Partners, LP**  
2103 CityWest Blvd., Bldg. 4, Suite 800  
Houston, TX 77042  
Attn: Senior Vice President, General Counsel  
(713) 226-1200

**JP Energy Partners LP**  
600 East Las Colinas Blvd, Suite 2000  
Irving, Texas 75039  
Attn: Senior Vice President Legal Affairs  
(972) 444-0300

To obtain timely delivery of these documents, you must request them no later than five business days before the date of the Special Meeting. This means that JPE Unitholders requesting documents must do so by \_\_\_\_\_, \_\_\_\_\_, in order to receive them before the Special Meeting.

**ABOUT THIS DOCUMENT**

This document, which forms part of a registration statement on Form S-4 filed with the SEC by AMID (File No. 333-214770), constitutes a prospectus of AMID under Section 5 of the Securities Act of 1933, as amended (the Securities Act ), with respect to the AMID Common Units to be issued pursuant to the Merger Agreement. This document also constitutes a notice of meeting and a proxy statement under Section 14(a) of the Securities Exchange Act of 1934, as amended (the Exchange Act ), with respect to the Special Meeting of JPE Unitholders, during which JPE Unitholders will be asked to consider and vote on, among other matters, a proposal to adopt and approve the Merger Agreement and the transactions contemplated thereby, including the Merger.

You should rely only on the information contained in or incorporated by reference into this proxy statement/prospectus. No one has been authorized to provide you with information that is different from that contained in, or incorporated by reference into, this proxy statement/prospectus. This proxy statement/prospectus is dated \_\_\_\_\_, \_\_\_\_\_. The information contained in this proxy statement/prospectus is accurate only as of that date or, in the case of information in a document incorporated by reference, as of the date of such document, unless the information specifically indicates that another date applies. Neither the mailing of this proxy statement/prospectus to the JPE Unitholders nor the issuance of AMID Common Units by AMID pursuant to the Merger Agreement will create any implication to the contrary.

This proxy statement/prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction in which or from any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction.

The information concerning AMID contained in this proxy statement/prospectus or incorporated by reference has been provided by AMID, and the information concerning JPE contained in this proxy statement/prospectus or incorporated by reference has been provided by JPE.



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**QUESTIONS AND ANSWERS ABOUT THE MERGER AND THE SPECIAL MEETING**

**General Questions and Answers**

*Set forth below are questions that you, as a unitholder of JPE, may have regarding the Merger, the Adjournment Proposal, the Advisory Compensation Proposal and the Special Meeting, and brief answers to those questions. You are urged to read carefully this proxy statement/prospectus and the other documents referred to in this proxy statement/prospectus in their entirety, including the Merger Agreement, which is attached as Annex A to this proxy statement/prospectus, and the documents incorporated by reference into this proxy statement/prospectus, because this section may not provide all of the information that is important to you with respect to the Merger and the Special Meeting. You may obtain a list of the documents incorporated by reference into this proxy statement/prospectus in the section titled *Where You Can Find More Information*.*

**Q: Why am I receiving this proxy statement/prospectus?**

A: AMID and JPE have agreed to a merger, pursuant to which AMID Merger Sub will merge with and into JPE. JPE will continue its existence as the surviving entity and become a wholly owned subsidiary of AMID, but will cease to be a publicly traded limited partnership. In order to complete the Merger, JPE Unitholders must vote to adopt and approve the Merger Agreement. JPE is holding a special meeting of its unitholders to obtain such unitholder approval. JPE Unitholders will also be asked to approve, on an advisory (non-binding) basis, the payments that will or may be paid to JPE's named executive officers in connection with the Merger.

In the Merger, AMID will issue AMID Common Units as the consideration to be paid to the holders of JPE Common Units and JPE Subordinated Units. This document is being delivered to you as both a proxy statement of JPE and a prospectus of AMID in connection with the Merger. It is the proxy statement by which the JPE GP Board is soliciting proxies from you to vote on the adoption of the Merger Agreement and the transactions contemplated thereby at the Special Meeting or at any adjournment or postponement of the Special Meeting. It is also the prospectus by which AMID will issue AMID Common Units to you in the Merger.

**Q: What will happen in the Merger?**

A: In the Merger, AMID Merger Sub will merge with and into JPE. JPE will be the surviving limited partnership in the Merger and become a wholly owned subsidiary of AMID, but JPE will cease to be a publicly traded limited partnership and JPE Common Units will cease to be listed on the New York Stock Exchange ( NYSE ) and will be deregistered under the Exchange Act.

**Q: What will I receive in the Merger for my JPE Common Units and JPE Subordinated Units?**

A: If the Merger is completed, each holder of JPE Common Units and JPE Subordinated Units, including directors and officers of JPE GP, outstanding immediately prior to the Effective Time, other than GP Sub and the Affiliated Unitholders, will be entitled to receive 0.5775 of an AMID Common Unit for each JPE Common Unit

and each JPE Subordinated Unit owned by such holder. Each Affiliated Unitholder will be entitled to receive 0.5225 of an AMID Common Unit for each JPE Common Unit and each JPE Subordinated Unit held by such Affiliated Unitholder immediately prior to the Effective Time. The resulting weighted average exchange ratio will be approximately 0.55 AMID Common Units for each JPE Unit. AMID will not issue any fractional units of AMID Common Units in connection with the Merger. Instead, all fractional AMID Common Units that a JPE Unitholder would otherwise be entitled to receive will be aggregated and then, if a fractional AMID Common Unit results from that aggregation, be rounded up to the nearest whole AMID Common Unit. Based on the closing price of AMID Common Units on the NYSE on October 21, 2016, the last trading day prior to the public announcement of the Merger, the Merger

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consideration represented approximately \$8.63 in value for each JPE Unit other than those held by the Affiliated Unitholders and GP Sub. Based on the closing price of \$      for AMID Common Units on the NYSE on      ,      the most recent practicable trading day prior to the date of this proxy statement/prospectus, the Merger consideration represented approximately \$      in value for each JPE Unit other than those held by the Affiliated Unitholders and GP Sub. The market price of AMID Common Units will fluctuate prior to the Merger, and the market price of AMID Common Units when received by JPE Unitholders after the Merger is completed could be greater or less than the current market price of AMID Common Units. See Risk Factors.

**Q: What will happen to my JPE phantom units in the Merger?**

A: If the Merger is completed, each outstanding phantom unit of JPE (a JPE Phantom Unit ) will be converted into the right to receive an award of phantom units relating to AMID Common Units on the same terms and conditions as were applicable to the JPE Phantom Units, except that the number of AMID Common Units covered by the award will be equal to the number of JPE Common Units covered by the corresponding award of JPE Phantom Units multiplied by the Exchange Ratio. If a fractional AMID Common Unit results from such calculation, the total number of AMID Units covered by the award will be rounded up to the nearest whole AMID Common Unit.

**Q: What happens if the Merger is not completed?**

A: If the Merger Agreement is not adopted and approved by JPE Unitholders or if the Merger is not completed for any other reason, you will not receive any form of consideration for your JPE Units in connection with the Merger. Instead, JPE will remain an independent publicly traded limited partnership and JPE Common Units will continue to be listed and traded on the NYSE. If the Merger Agreement is terminated under specified circumstances, including if JPE Unitholder approval is not obtained, JPE will be required to pay all of the reasonable documented out-of-pocket expenses incurred by AMID and its controlled affiliates in connection with the Merger Agreement and the transactions contemplated thereby, in certain circumstances, up to a maximum amount of \$5 million. In addition, if the Merger Agreement is terminated in specified circumstances, including due to an adverse recommendation change by the JPE GP Board having occurred, JPE may be required to pay AMID a termination fee of \$10 million, less any expenses previously paid by JPE. Following payment of the termination fee, JPE will not be obligated to pay any additional expenses incurred by AMID or its affiliates. Pursuant to the JPE Expense Reimbursement Agreement (as defined herein), AL Lonestar will reimburse, or will pay directly on behalf of, JPE or JPE GP the reasonable costs and expenses incurred by JPE or JPE GP to third parties in connection with the Mergers. See Proposal No. 1. The Merger Agreement Expenses and Termination Fee beginning on page 96 of this proxy statement/prospectus.

**Q: Will I continue to receive future distributions?**

A: Prior to completion of the Merger, JPE expects to continue to pay its regular quarterly cash distributions on JPE Common Units and JPE Subordinated Units. However, JPE and AMID will coordinate the timing of the declaration of any distributions and the record dates and payment dates relating thereto so that, in any quarter, a holder of JPE Common Units or JPE Subordinated Units will either receive distributions in respect of its JPE



Common Units or JPE Subordinated Units or distributions in respect of the AMID Common Units, as applicable, that such holder will receive in the Merger (but will not receive distributions in respect of both in any quarter). Receipt of the regular quarterly cash distribution will not reduce the Merger Consideration you receive. After completion of the Merger, you will be entitled only to distributions on any AMID Common Units you receive in the Merger and hold through the applicable distribution record date. While AMID provides no assurances as to the level or payment of any future distributions on its

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AMID Common Units, it is required to distribute its available cash each quarter pursuant to the terms of the AMID partnership agreement. For the quarter ended September 30, 2016, AMID declared a cash distribution of \$0.4125 per AMID Common Unit that was paid on November 14, 2016 to holders of record as of the close of business on November 3, 2016.

**Q: What am I being asked to vote on?**

A: JPE Unitholders are being asked to vote on the following proposals:

***Merger Proposal:*** To adopt and approve the Merger Agreement, a copy of which is attached as Annex A to this proxy statement/prospectus, as such agreement may be amended from time to time, and the transactions contemplated thereby;

***Adjournment Proposal:*** To approve the adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt and approve the Merger Agreement and approve the transactions contemplated by the Merger Agreement, including the Merger, at the time of the Special Meeting; and

***Advisory Compensation Proposal:*** To approve, on an advisory (non-binding) basis, the compensation that may be paid or become payable to JPE GP's named executive officers in connection with the Merger. The approval of the Merger Proposal by JPE Unitholders is a condition to the obligations of AMID and JPE to complete the Merger. Neither the Adjournment Proposal nor the Advisory Compensation Proposal is a condition to the obligations of AMID or JPE to complete the Merger.

**Q: Does the JPE GP Board recommend that JPE Unitholders adopt the Merger Agreement and the transactions contemplated thereby?**

A: Yes. The JPE GP Board has approved the Merger Agreement and the transactions contemplated thereby, including the Merger, and determined that these transactions are in the best interests of JPE. Therefore, the JPE GP Board recommends that you vote **FOR** the proposal to adopt and approve the Merger Agreement and the transactions contemplated thereby at the Special Meeting. See **The Merger JPE GP Board Recommendations and Reasons for the Merger** beginning on page 66 of this proxy statement/prospectus. In considering the recommendation of the JPE GP Board with respect to the Merger Agreement and the transactions contemplated thereby, including the Merger, you should be aware that directors and executive officers of JPE GP have interests in the Merger that may be different from, or in addition to, your interests as a unitholder of JPE. You should consider these interests in voting on this proposal. These different interests are described under **The Merger Interests of Directors and Executive Officers of JPE in the Merger** beginning on page 83 of this proxy statement/prospectus.

**Q: How do JPE's directors and executive officers intend to vote?**

A: As of the close of business on \_\_\_\_\_, \_\_\_\_\_, the record date for the Special Meeting, JPE GP's executive officers and directors beneficially owned, in the aggregate, 16,334,997 JPE Subordinated Units, or collectively approximately 90.1% of the outstanding JPE Subordinated Units entitled to vote at the Special Meeting. Simultaneous with the execution of the Merger Agreement, AMID and AMID GP entered into a Support Agreement, dated as of October 23, 2016, with certain executive officers and directors of JPE GP (the Management Support Agreement). Pursuant to the Management Support Agreement, such executive officers and directors have agreed to vote all of their JPE Units (to the extent such JPE Units are entitled to vote) in favor of the Merger Proposal and any other matter necessary for the consummation of the Merger.

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For purposes of determining whether the Merger Agreement and the Merger have been approved and adopted by the Non-Affiliated JPE Common Units, JPE Common Units held by directors and executive officers of JPE GP and their affiliates will not be counted toward the required majority vote of outstanding Non-Affiliated JPE Common Units.

**Q: How do the Affiliated Unitholders intend to vote?**

As of the record date of the Special Meeting, the Affiliated Unitholders owned, in the aggregate, 14,992,654 JPE Subordinated Units, or collectively approximately 82.7% of the outstanding JPE Subordinated Units entitled to vote at the Special Meeting. Simultaneous with the execution of the Merger Agreement, AMID and AMID GP entered into a Support Agreement, dated as of October 23, 2016, with Magnolia Infrastructure Holdings, LLC, a Delaware limited liability company ( Magnolia ), which is an affiliate of ArcLight Capital (defined below), and the Affiliated Unitholders (the Affiliated Unitholder Support Agreement and, together with the Management Support Agreement, the Support Agreements ). Pursuant to the Affiliated Unitholder Support Agreement, each of Magnolia and the Affiliated Unitholders has agreed to vote all of its JPE Subordinated Units in favor of the Merger Proposal and any other matter necessary for the consummation of the Merger.

**Q: What are the related compensation payments to JPE named executive officers and why am I being asked to vote on them?**

A: The SEC has adopted rules that require JPE to seek an advisory (non-binding) vote on the compensation payments related to the Merger. The related compensation payments are certain compensation payments that are tied to or based on the Merger and that will or may be paid by JPE to its named executive officers in connection with the Merger. This proposal is referred to as the Advisory Compensation Proposal.

**Q: Does the JPE GP Board recommend that unitholders approve the Advisory Compensation Proposal?**

A: Yes. The JPE GP Board unanimously recommends that you vote FOR the Advisory Compensation Proposal. See Proposal No. 3. Advisory Vote to Approve Merger-Related Compensation for JPE Named Executive Officers beginning on page 198 of this proxy statement/prospectus.

**Q: What happens if the Advisory Compensation Proposal is not approved?**

A: Approval of the Advisory Compensation Proposal is not a condition to completion of the Merger. The vote is an advisory vote and is not binding. If the Merger is completed, JPE will pay the related compensation to its named executive officers in connection with the Merger even if JPE Unitholders fail to approve the Advisory Compensation Proposal.

**Q: What unitholder vote is required for the approval of each proposal?**

A: The following are the vote requirements for the JPE proposals:

***Merger Proposal.*** The affirmative vote of holders of at least a majority of the outstanding Non-Affiliated JPE Common Units and the affirmative vote of holders of at least a majority of the outstanding JPE Subordinated Units, voting as separate classes. Abstentions and unvoted JPE Units will have the same effect as votes AGAINST the proposal.

***Adjournment Proposal.*** If a quorum is present at the Special Meeting, the affirmative vote of holders of at least a majority of the outstanding JPE Common Units; *provided* that, if a quorum is not present at the Special Meeting, the affirmative vote of holders of a majority of the outstanding JPE Common Units entitled to vote at such meeting represented either in person or by proxy, will be required to approve the proposal. Abstentions and unvoted JPE Units will have the same effect as votes AGAINST the proposal.

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***Advisory Compensation Proposal.*** The affirmative vote of holders of at least a majority of the JPE Common Units. Abstentions and unvoted JPE Units will have the same effect as votes AGAINST the proposal. Pursuant to the Support Agreements, Magnolia, the Affiliated Unitholders and certain members of JPE management, which collectively own 90.1% of the JPE Subordinated Units entitled to vote at the Special Meeting, have agreed to vote all of such JPE Subordinated Units in favor of approval of the Merger Proposal and any other matter necessary for the consummation of the Merger.

**Q: What constitutes a quorum for the Special Meeting?**

A: At least a majority of the outstanding JPE Common Units and a majority of the outstanding JPE Subordinated Units, considered as separate classes, must be represented in person or by proxy at the Special Meeting in order to constitute a quorum.

**Q: What other transactions will occur in connection with the Merger?**

A: Immediately prior to and as a condition to the Merger, Merger Sub GP will merge with and into JPE GP, with JPE GP surviving as a wholly owned subsidiary of AMID GP pursuant to the terms of the GP Merger Agreement. In connection with the GP Merger, GP Sub, a wholly owned subsidiary of AMID, will be admitted as the sole general partner of JPE and JPE GP will simultaneously cease to be the general partner of JPE. At the effective time of the GP Merger, the membership interests in JPE GP issued and outstanding immediately prior to the effective time of the GP Merger will be converted into a right to receive Class A Membership Interests (as defined in the Third Amended and Restated Limited Liability Company Agreement of AMID GP, as amended, the AMID LLC Agreement ), representing a Sharing Percentage (as defined in the AMID LLC Agreement) of 18.786%.

**Q: When is this proxy statement/prospectus being mailed?**

A: This proxy statement/prospectus and the proxy card are first being sent to JPE Unitholders on or about \_\_\_\_\_, \_\_\_\_\_.

**Q: When and where is the Special Meeting?**

A: The Special Meeting will be held at \_\_\_\_\_, on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, Central Standard Time.

**Q: How do I vote my JPE Units at the Special Meeting?**

A: There are four ways you may cast your vote. You may vote:

*In Person.* If you are a unitholder of record, you may vote in person at the Special Meeting. JPE Units held by a broker, bank or other nominee may be voted in person by you only if you obtain a legal proxy from the record holder (which is your broker, bank or other nominee) giving you the right to vote the JPE Units;

*Via the Internet.* You may vote electronically via the Internet by accessing the Internet address provided on each proxy card (if you are a unitholder of record) or vote instruction card (if your JPE Units are held by a broker, bank or other nominee);

*By Telephone.* You may vote by using the toll-free telephone number listed on the enclosed proxy card (if you are a unitholder of record) or vote instruction card (if your JPE Units are held by a broker, bank or other nominee); or

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*By Mail.* You may vote by filling out, signing and dating the enclosed proxy card (if you are a unitholder of record) or vote instruction card (if your JPE Units are held by a broker, bank or other nominee) and returning it by mail in the prepaid envelope provided.

Even if you plan to attend the Special Meeting in person, you are encouraged to submit your proxy as described above so that your vote will be counted if you later decide not to attend the Special Meeting.

If your JPE Units are held by a broker, bank or other nominee, also known as holding units in street name, you should receive instructions from the broker, bank or other nominee that you must follow in order to have your JPE Units voted. Please review such instructions to determine whether you will be able to vote via the Internet or by telephone. The deadline for voting JPE Units by telephone or electronically through the Internet is 11:59 p.m. Eastern Time on \_\_\_\_\_, \_\_\_\_\_ (the telephone/internet deadline).

**Q: If my JPE Units are held in street name by my broker, will my broker automatically vote my JPE Units for me?**

A: No. If your JPE Units are held in an account at a broker or through another nominee, you must instruct the broker or other nominee on how to vote your JPE Units by following the instructions that the broker or other nominee provides to you with these materials. Most brokers offer the ability for unitholders to submit voting instructions by mail by completing a voting instruction card, by telephone and via the Internet.

If you do not provide voting instructions to your broker, your JPE Units will not be voted on any proposal on which your broker does not have discretionary authority to vote. This is referred to in this proxy statement/prospectus and in general as a broker non-vote. In these cases, the broker can register your JPE Units as being present at the Special Meeting for purposes of determining a quorum, but will not be able to vote on those matters for which specific authorization is required. Under the current rules of the NYSE, brokers do not have discretionary authority to vote on any of the proposals, including the Merger Proposal. A broker non-vote will have the same effect as a vote AGAINST the Merger Proposal, the Adjournment Proposal and the Advisory Compensation Proposal.

**Q: How will my JPE Units be represented at the Special Meeting?**

A: If you submit your proxy by telephone, the Internet website or by signing and returning your proxy card, the officers named in your proxy card will vote your JPE Units in the manner you requested if you correctly submitted your proxy. If you sign your proxy card and return it without indicating how you would like to vote your JPE Units, your proxy will be voted as the JPE GP Board recommends, which is:

*Merger Proposal:* FOR the adoption and approval of the Merger Agreement and the transactions contemplated thereby;

*Adjournment Proposal:* FOR the approval of the adjournment of the Special Meeting, if necessary to solicit additional proxies if there are not sufficient votes to adopt and approve the Merger Agreement at the time of the Special Meeting; and



*Advisory Compensation Proposal:* FOR the approval, on an advisory (non-binding) basis, of the payments that will or may be paid to JPE named executive officers in connection with the Merger.

**Q: Who may attend the Special Meeting?**

A: JPE Unitholders (or their authorized representatives) and JPE's invited guests may attend the Special Meeting. All attendees at the Special Meeting should be prepared to present government-issued photo identification (such as a driver's license or passport) for admittance.

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**Q: Is my vote important?**

A: Yes, your vote is very important. If you do not submit a proxy or vote in person at the Special Meeting, it will be more difficult for JPE to obtain the necessary quorum to hold the Special Meeting. In addition, an abstention or your failure to submit a proxy or to vote in person will have the same effect as a vote AGAINST the adoption and approval of the Merger Agreement and the transactions contemplated thereby. If you hold your JPE Units through a broker or other nominee, your broker or other nominee will not be able to cast a vote on such adoption and approval without instructions from you. The JPE GP Board recommends that JPE Unitholders vote FOR the Merger Proposal.

**Q: Can I revoke my proxy or change my voting instructions?**

A: Yes. If you are a unitholder of record, you may revoke or change your vote at any time before the telephone/internet deadline or before the polls close at the Special Meeting by:

    sending a written notice, no later than the telephone/internet deadline, to JP Energy Partners LP at 600 East Las Colinas Blvd, Suite 2000, Irving, TX 75039, Attention: Corporate Secretary, that bears a date later than the date of this proxy and is received prior to the Special Meeting and states that you revoke your proxy;

    submitting a valid, later-dated proxy by mail, telephone or Internet that is received prior to the Special Meeting; or

    attending the Special Meeting and voting by ballot in person (your attendance at the Special Meeting will not, by itself, revoke any proxy that you have previously given).

If you hold your JPE Units through a broker or other nominee, you must follow the directions you receive from your broker or other nominee in order to revoke your proxy or change your voting instructions.

**Q: What happens if I sell my JPE Units after the record date but before the Special Meeting?**

A: The record date for the Special Meeting is earlier than the date of the Special Meeting and earlier than the date that the Merger is expected to be completed. If you sell or otherwise transfer your JPE Units after the record date but before the date of the Special Meeting, you will retain your right to vote at the Special Meeting. However, you will not have the right to receive the merger consideration to be received by JPE's Unitholders in the Merger. In order to receive the merger consideration, you must hold your JPE Units through completion of the Merger.

**Q: What does it mean if I receive more than one proxy card or vote instruction card?**

A: Your receipt of more than one proxy card or vote instruction card may mean that you have multiple accounts with JPE's transfer agent or with a brokerage firm, bank or other nominee. If voting by mail, please sign and return all proxy cards or vote instruction cards to ensure that all of your JPE Units are voted. Each proxy card or vote instruction card represents a distinct number of JPE Units, and it is the only means by which those particular JPE Units may be voted by proxy.

**Q: Am I entitled to appraisal rights if I vote against the adoption and approval of the Merger Agreement?**

A: No. Appraisal rights are not available in connection with the Merger under the Delaware Revised Uniform Limited Partnership Act (the Delaware LP Act ) or under the JPE partnership agreement.

**Q: Is completion of the Merger subject to any conditions?**

A: Yes. In addition to the adoption and approval of the Merger Agreement by JPE Unitholders, completion of the Merger requires the receipt of the necessary governmental clearances and the satisfaction or, to the extent permitted by applicable law, waiver of the other conditions specified in the Merger Agreement.

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**Q: When do you expect to complete the Merger?**

A: AMID and JPE are working towards completing the Merger promptly. AMID and JPE currently expect to complete the Merger in the first quarter of 2017, subject to receipt of JPE Unitholder approval, regulatory approvals and clearances and other usual and customary closing conditions. However, no assurance can be given as to when, or if, the Merger will occur.

**Q: What are the material U.S. federal income tax consequences of the Merger to the JPE Unitholders?**

A: No gain or loss should be recognized by a holder of JPE Common Units or JPE Subordinated Units solely as a result of the receipt of the merger consideration, other than (i) the difference between the deemed assumption by AMID of such JPE Unitholder's share of any JPE liabilities that are treated as part of a "disguised sale" under Section 707 of the Internal Revenue Code of 1986, as amended (the "Code"), and any basis allocable to the portion of such unitholder's JPE Common Units or JPE Subordinated Units deemed sold as part of the "disguised sale" and (ii) any net decrease in such JPE Unitholder's share of partnership liabilities pursuant to Section 752 of the Code (as adjusted for any nonrecourse liabilities taken into account as part of a "disguised sale") in excess of such JPE Unitholder's remaining adjusted tax basis. The amount and effect of any gain that may be recognized by holders of JPE Common Units or JPE Subordinated Units will depend on such unitholder's particular situation, including the ability of such unitholder to utilize any suspended passive losses.

JPE Unitholders are urged to read the discussion in the section entitled "Material U.S. Federal Income Tax Consequences of the Merger" beginning on page 117 of this proxy statement/prospectus for a more complete discussion of the U.S. federal income tax consequences of the Merger and to consult their tax advisors as to the U.S. federal income tax consequences of the transaction, as well as the effects of state, local and non-U.S. tax laws.

**Q: What are the expected U.S. federal income tax consequences for a JPE Unitholder of the ownership of AMID Common Units after the Merger is completed?**

A: Each JPE Unitholder who becomes a holder of AMID Common Units as a result of the Merger will, as is the case for existing holders of AMID Common Units, be allocated such unitholder's distributive share of AMID's income, gains, losses, deductions and credits. In addition to U.S. federal income taxes, such a holder will be subject to other taxes, including state and local income taxes, unincorporated business taxes, and estate, inheritance or intangibles taxes that may be imposed by the various jurisdictions in which AMID conducts business or owns property or in which the unitholder is resident. See "Material U.S. Federal Income Tax Consequences of AMID Common Unit Ownership."

**Q: How many Schedules K-1 will I receive if I am a JPE Unitholder for the year during which the Merger closes?**

A: You will receive two Schedule K-1's, one from JPE, which will describe your share of JPE's income, gain, loss and deduction for the portion of the tax year that you held JPE Units prior to the Effective Time, and one from

AMID, which will describe your share of AMID's income, gain, loss and deduction for the portion of the tax year you held AMID Common Units following the Effective Time.

JPE expects to furnish a Schedule K-1 to each JPE Unitholder within 90 days of the end of the calendar year in which the closing of the Merger occurs, and AMID expects to furnish a Schedule K-1 to each holder of AMID Common Units (the AMID Unitholders) within 90 days of the closing of AMID's taxable year on December 31, 2017.

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**Q: What do I need to do now?**

A: Carefully read and consider the information contained in and incorporated by reference into this proxy statement/prospectus, including its annexes. Then, please vote your JPE Units in accordance with the instructions described above.

If you hold JPE Units through a broker or other nominee, please instruct your broker or nominee to vote your JPE Units by following the instructions that the broker or nominee provides to you with these materials.

**Q: Who should I call with questions?**

A: JPE Unitholders should call \_\_\_\_\_, JPE's proxy solicitor, with any questions about the Merger or the Special Meeting, or to obtain additional copies of this proxy statement/prospectus, proxy cards or voting instruction forms.

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**SUMMARY**

*The following is a summary of the information contained in this proxy statement/prospectus relating to the Merger. This summary may not contain all of the information about the Merger that is important to you. For a more complete description of the Merger, AMID and JPE encourage you to read carefully this entire proxy statement/prospectus, including the attached annexes. In addition, AMID and JPE encourage you to read the information incorporated by reference into this proxy statement/prospectus, which includes important business and financial information about AMID and JPE. JPE Unitholders may obtain the information incorporated by reference into this proxy statement/prospectus without charge by following the instructions in the section entitled "Where You Can Find More Information" beginning on page 203 of this proxy statement/prospectus.*

**The Merger**

AMID and JPE have agreed to combine their businesses under the terms of the Merger Agreement that is described in this proxy statement/prospectus. Under the terms of the Merger Agreement, a wholly owned subsidiary of AMID will merge with and into JPE, with JPE surviving as a wholly owned subsidiary of AMID. Upon completion of the Merger, holders of JPE Common Units and JPE Subordinated Units other than Affiliated Unitholders and GP Sub will be entitled to receive 0.5775 of an AMID Common Unit for each JPE Common Unit and each JPE Subordinated Unit held. Each Affiliated Unitholder will be entitled to receive 0.5225 of an AMID Common Unit for each JPE Common Unit and each JPE Subordinated Unit held by such Affiliated Unitholder. The resulting weighted average exchange ratio will be approximately 0.55 AMID Common Units for each JPE Unit. GP Sub will continue to own 0.1% of the outstanding limited partner interest in JPE after the closing of the Merger. As a result of the transactions contemplated by the Merger Agreement, including the Merger, former holders of JPE Units will own AMID Common Units. AMID Unitholders will continue to own their existing AMID Common Units after the Merger.

The Merger Agreement is attached as Annex A to this proxy statement/prospectus. We encourage you to read the Merger Agreement because it is the legal document that governs the terms and conditions of the Merger.

**The GP Merger**

Immediately prior to and as a condition to the Merger, a wholly owned subsidiary of AMID GP will merge with and into JPE GP, with JPE GP surviving as a wholly owned subsidiary of AMID GP. In connection with the GP Merger, GP Sub, a wholly owned subsidiary of AMID, will be admitted as the sole general partner of JPE and JPE GP will simultaneously cease to be the general partner of JPE. At the effective time of the GP Merger, the membership interests in JPE GP issued and outstanding immediately prior to the effective time of the GP Merger will be converted into a right to receive Class A Membership Interests (as defined in the AMID LLC Agreement), representing a Sharing Percentage (as defined in the AMID LLC Agreement) of 18.786%.

**Parties to the Mergers (see page 50)**

***AMERICAN MIDSTREAM PARTNERS, LP***

2103 CityWest Blvd., Bldg. 4, Suite 800  
Houston, TX 77042  
Phone: (713) 815-3900

AMID is a growth-oriented Delaware limited partnership that was formed in August 2009 to own, operate, develop and acquire a diversified portfolio of midstream energy assets. It is engaged in the business of gathering, treating, processing, and transporting natural gas; gathering, transporting, storing, treating and fractionating NGLs; gathering,

storing and transporting crude oil and condensates; and storing specialty chemical products, all



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through its ownership and operation of twelve gathering systems, five processing facilities, three fractionation facilities, three marine terminal sites, three interstate pipelines, five intrastate pipelines and one crude oil pipeline.

***AMERICAN MIDSTREAM GP, LLC***

2103 CityWest Blvd., Bldg. 4, Suite 800  
Houston, TX 77042  
(713) 815-3900

AMID GP is the general partner of AMID. Its board of directors (the AMID GP Board ) and executive officers manage AMID. AMID GP is 95% owned by High Point Infrastructure Partners, LLC ( HPIP ), an affiliate of ArcLight Capital Partners, LLC ( ArcLight Capital ), and 5% owned by Magnolia, which acquired AIM Midstream Holdings, LLC s ( AIM ) interest in AMID GP. Through HPIP, ArcLight Capital controls AMID GP. AMID holds assets primarily in a number of wholly owned limited liability companies, two limited partnerships and a corporation.

***Argo Merger Sub, LLC***

c/o American Midstream Partners, LP

2103 CityWest Blvd., Bldg. 4, Suite 800  
Houston, TX 77042  
(713) 815-3900

Argo Merger Sub, LLC, a Delaware limited liability company and a wholly owned subsidiary of AMID, was formed solely for the purpose of facilitating the Merger. AMID Merger Sub has not carried on any activities or operations to date, except for those activities incidental to its formation and undertaken in connection with the transactions contemplated by the Merger Agreement. By operation of the Merger, AMID Merger Sub will be merged with and into JPE, with JPE surviving the Merger as a wholly owned subsidiary of AMID.

***Argo GP Sub, LLC***

c/o American Midstream Partners, LP

2103 CityWest Blvd., Bldg. 4, Suite 800  
Houston, TX 77042  
(713) 815-3900

Argo GP Sub, LLC, a Delaware limited liability company and a wholly owned subsidiary of AMID GP, was formed solely for the purpose of facilitating the GP Merger. Merger Sub GP has not carried on any activities or operations to date, except for those activities incidental to its formation and undertaken in connection with the transactions contemplated by the GP Merger Agreement. By operation of the GP Merger, Merger Sub GP will be merged with and into JPE GP, with JPE GP surviving the GP Merger as a wholly owned subsidiary of AMID GP.

***ARGO MERGER GP SUB, LLC***

c/o American Midstream Partners, LP

2103 CityWest Blvd., Bldg. 4, Suite 800  
Houston, TX 77042  
(713) 815-3900

Argo Merger GP Sub, LLC, a Delaware limited liability company and a wholly owned subsidiary of AMID, was formed solely for the purpose of acquiring 0.1% of the issued and outstanding JPE Common Units and becoming the sole general partner of JPE following the Merger. GP Sub has not carried on any activities or

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operations to date, except for those activities incidental to its formation and undertaken in connection with the transactions contemplated by the Merger Agreement. In connection with the Mergers, GP Sub will be admitted as the sole general partner of JPE. GP Sub will continue to own 0.1% of the outstanding limited partner interests in JPE after the closing of the Merger.

***JP ENERGY PARTNERS LP***

600 East Las Colinas Blvd, Suite 2000

Irving, Texas 75039

Phone: (972) 444-0300

JPE is a growth-oriented limited partnership formed in May 2010 by members of its management and further capitalized by ArcLight Energy Partners Fund V, L.P. ( ArcLight ) to own, operate, develop and acquire a diversified portfolio of midstream energy assets. JPE s operations currently consist of three business segments: (i) crude oil pipelines and storage, (ii) refined products terminals and storage and (iii) NGL distribution and sales. Together its businesses provide midstream infrastructure solutions for the growing supply of crude oil, refined products and NGLs in the United States. JPE s primary business strategy is to focus on (i) owning, operating and developing midstream assets serving two of the most prolific shale plays in the United States, as well as serving key crude oil, refined product and NGL distribution hubs and (ii) providing midstream infrastructure solutions to users of liquid petroleum products in order to capitalize on changing product flows between producing and consuming markets resulting from the growth in hydrocarbon production across the United States.

***JP ENERGY GP II LLC***

600 East Las Colinas Blvd, Suite 2000

Irving, Texas 75039

(972) 444-0300

JPE GP is the general partner of JPE. Its board of directors and executive officers manage JPE, and AL Lonestar owns and controls JPE GP. ArcLight Capital manages ArcLight, which controls JPE GP through its ownership and control of AL Lonestar.

**Merger Consideration (see page 94)**

The Merger Agreement provides that, at the Effective Time, each JPE Unit issued and outstanding or deemed issued and outstanding as of immediately prior to the Effective Time (other than JPE Units held by Affiliated Unitholders or GP Sub) will be converted into the right to receive 0.5775 AMID Common Units and (ii) each JPE Unit issued and outstanding or deemed issued and outstanding as of immediately prior to the Effective Time held by the Affiliated Unitholders will be converted into the right to receive 0.5225 AMID Common Units. The JPE Units held by GP Sub will remain outstanding in JPE, and GP Sub will continue as a limited partner of JPE.

**Treatment of General Partner Interest and Incentive Distribution Rights (see page 94)**

As a result of the Merger, the general partner interest in JPE outstanding immediately prior to the Effective Time will be cancelled and cease to exist and no consideration will be delivered in exchange for such JPE general partner interest and GP Sub will be admitted as the sole general partner of the surviving entity. In addition, the incentive distribution rights in JPE outstanding immediately prior to the Effective Time will be cancelled.

**Treatment of JPE Equity-Based Awards (see page 94)**

Each award of JPE Phantom Units that is outstanding immediately prior to the Effective Time, automatically and without any action on the part of the holder of such JPE Phantom Unit, will at the Effective Time be converted into the right to receive an award of phantom units relating to AMID Common Units on the

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same terms and conditions as were applicable to the award of JPE Phantom Units, except that the number of AMID Common Units covered by the award will be equal to the number of JPE Common Units covered by the corresponding award of JPE Phantom Units multiplied by the Exchange Ratio.

**The JPE Special Unitholder Meeting (see page 53)**

**Meeting.** The Special Meeting will be held at \_\_\_\_\_, on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ local time. At the Special Meeting, JPE Unitholders will be asked to vote on the following proposals:

**Merger Proposal:** To adopt and approve the Merger Agreement, a copy of which is attached as Annex A to this proxy statement/prospectus, and the transactions contemplated thereby;

**Adjournment Proposal:** To approve the adjournment of the Special Meeting, if necessary or appropriate to solicit additional proxies if there are not sufficient votes to adopt and approve the Merger Agreement and approve the transactions contemplated by the Merger Agreement, including the Merger, at the time of the Special Meeting; and

**Advisory Compensation Proposal:** To approve, on an advisory (non-binding) basis, the compensation that may be paid by JPE to its named executive officers in connection with the Merger.

**Who Can Vote at the Special Meeting.** Only JPE Unitholders of record at the close of business on \_\_\_\_\_, \_\_\_\_\_ will be entitled to receive notice of and to vote at the Special Meeting. As of the close of business on the record date of \_\_\_\_\_, 2017, there were \_\_\_\_\_ JPE Common Units and 18,122,904 JPE Subordinated Units outstanding and entitled to vote at the Special Meeting. Each holder of JPE Common Units and JPE Subordinated Units is entitled to one vote for each JPE Common Unit or JPE Subordinated Unit owned as of the record date.

**Required Vote.** The affirmative vote of holders of at least a majority of the outstanding Non-Affiliated JPE Common Units is required to approve and adopt the Merger Agreement and approve the Merger. As of the record date, there were \_\_\_\_\_ Non-Affiliated JPE Common Units outstanding. For purposes of determining whether the Merger Agreement and the Merger have been approved and adopted by the Non-Affiliated JPE Common Units, JPE Common Units held by directors and officers of JPE GP and their affiliates will not be counted toward the required majority vote of outstanding Non-Affiliated JPE Common Units. The affirmative vote of a majority of the Non-Affiliated JPE Common Units would be deemed to approve the Merger for all purposes of Section 7.9(a) of the JPE partnership agreement. The affirmative vote of holders of at least a majority of the outstanding JPE Subordinated Units is also required to approve and adopt the Merger Agreement and approve the Merger. The Affiliated Unitholders and certain members of JPE management, which collectively own 90.1% of the JPE Subordinated Units entitled to vote at the Special Meeting, have agreed to vote all of such JPE Subordinated Units in favor of approval of the Merger Proposal and any other matter necessary for the consummation of the Merger.

The affirmative vote of holders of at least a majority of the outstanding JPE Common Units is required to approve the adjournment of the Special Meeting, if necessary, to solicit additional proxies if there are not sufficient votes to adopt and approve the Merger Agreement and the transactions contemplated thereby, including the Merger, at the time of the Special Meeting if a quorum is present at the meeting; provided that, if a quorum is not present at the meeting, the affirmative vote of holders of a majority of the outstanding JPE Common Units entitled to vote at such meeting represented either in person or by proxy is required to approve the proposal.

The affirmative vote of holders of at least a majority of the outstanding JPE Common Units is required to approve, on an advisory (non-binding) basis, the compensation that may be paid or become payable to JPE's named executive officers in connection with the Merger.

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Abstentions will have the same effect as votes AGAINST approval and if you fail to cast your vote in person or by proxy or fail to give voting instructions to your broker, bank or other nominee and are otherwise represented in person or by proxy, it will have the same effect as a vote AGAINST the proposal.

***Unit Ownership of and Voting by JPE s Directors, Executive Officers and Affiliates.*** For purposes of determining whether the Merger Agreement and the Merger have been approved and adopted by the Non-Affiliated JPE Common Units, JPE Common Units held by directors and executive officers of JPE GP and their affiliates will not be counted.

At the close of business on the record date for the Special Meeting, JPE GP s directors and executive officers and their affiliates (including the Affiliated Unitholders) beneficially owned 16,334,997 JPE Subordinated Units, which represent approximately 90.1% of the JPE Subordinated Units entitled to vote at the Special Meeting, and have agreed to vote all of such JPE Subordinated Units in favor of approval of the Merger Proposal and any other matter necessary for the consummation of the Merger.

### **JPE GP Board Recommendations and Reasons for the Merger (see page 66)**

The JPE GP Board recommends that JPE Unitholders vote FOR the approval of the Merger Agreement, that holders of JPE Common Units vote FOR the adjournment of the Special Meeting, if necessary to solicit additional proxies if there are not sufficient votes to approve the Merger Agreement at the time of the Special Meeting, and that holders of JPE Common Units vote FOR the Advisory Compensation proposal.

In the course of reaching its decision to approve the Merger Agreement and the transactions contemplated by the Merger Agreement, the JPE GP Board considered a number of factors in its deliberations. For a more complete discussion of these factors, see The Merger JPE GP Board Recommendations and Reasons for the Merger.

### **AMID GP Board s Approval of the Merger (see page 82)**

In connection with the Merger, the AMID GP Board established a conflicts committee consisting of three independent directors (the AMID Conflicts Committee ) to (i) review and evaluate the Merger and the AMID Transaction Documents (as defined herein) for the purpose of determining whether the Merger is in the best interests of AMID and (ii) determine whether or not to grant special approval to, and recommend that the AMID GP Board approve, the Merger and the AMID Transaction Documents. The AMID Conflicts Committee along with its financial and legal advisors conducted an extensive review and evaluation of the proposed Merger. In the course of reaching its decision to approve the Merger Agreement and the transactions contemplated by the Merger Agreement, the AMID Conflicts Committee and the AMID GP Board considered a number of factors in its deliberations. For a more complete discussion of these items, see The Merger AMID GP Board s Approval of the Merger.

### **The Support Agreements (see page 69)**

In connection with the Merger Agreement, AMID and AMID GP entered into the Affiliated Unitholder Support Agreement and the Management Support Agreement. Under the Support Agreements, the parties are required to vote their JPE Units (to the extent such JPE Units are entitled to vote), as applicable, in favor of the Merger. At least a majority of the outstanding JPE Subordinated Units voting separately as a class must approve the Merger. The Affiliated Unitholders own 14,992,654 JPE Subordinated Units, representing 82.7% of the total issued and outstanding JPE Subordinated Units. For purposes of determining whether the Merger Agreement and the Merger have been approved and adopted by the Non-Affiliated JPE Common Units, JPE Common Units held by directors and executive officers of JPE GP and their affiliates will not be counted toward the required majority vote of outstanding Non-Affiliated JPE Common Units.





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**The AMID Distribution Support and Expense Reimbursement Agreement (see page 69)**

In connection with the Merger Agreement, Magnolia entered into a Distribution Support and Expense Reimbursement Agreement with AMID and AMID GP (the Financial Support Agreement). Under the terms of the Financial Support Agreement, Magnolia agrees to provide quarterly financial support, up to a maximum of \$25 million, as necessary, to cause AMID to realize a 5% increase in distributable cash flow per AMID Common Unit as set forth in the Financial Support Agreement. The financial support will continue for eight (8) consecutive quarters following the Effective Time, or if earlier, until \$25 million in support has been provided. Magnolia will also reimburse AMID for certain expenses it incurs in connection with post-closing transition during a one (1) year period following the Effective Time. In addition, Magnolia agrees to extinguish all outstanding indebtedness of JPE GP to Magnolia or any of its affiliates. Pursuant to the Financial Support Agreement, the elimination of JPE GP's indebtedness shall occur prior to the Effective Time and result in no further liability to AMID, including any tax liabilities arising from such elimination. Notwithstanding the foregoing, AMID (subject to prior approval by the AMID Conflicts Committee) and Magnolia may make a determination that Magnolia has satisfied the support obligations by such other methods as AMID and Magnolia determine to be appropriate. A copy of the Financial Support Agreement is attached as Annex C hereto.

**The JPE Expense Reimbursement Agreement (see page 69)**

In connection with the Merger Agreement, Lonestar Midstream Holdings, LLC, a Delaware limited liability company (Lonestar), JPE and JPE GP entered into an Expense Reimbursement Agreement (the JPE Expense Reimbursement Agreement) providing that AL Lonestar (as successor in merger to Lonestar) will reimburse, or will pay directly on behalf of, JPE or JPE GP the reasonable costs and expenses incurred by JPE or JPE GP to third parties in connection with the Mergers, including (i) the termination fee pursuant to the Merger Agreement and (ii) all reasonable out-of-pocket legal and financial advisory fees, costs and expenses paid or payable to third parties and incurred in connection with the negotiation, execution and performance of the Merger Agreement and consummation of the Mergers; provided, however, that JPE and JPE GP (subject to prior approval by the conflicts committee of the JPE GP Board) and AL Lonestar may make a determination that AL Lonestar has satisfied the requirements by such other methods as the parties determine to be appropriate.

**Opinion of Financial Advisor to the JPE GP Board (see page 69)**

In connection with the proposed Merger and related transactions, BMO Capital Markets Corp. (BMOCM) delivered a written opinion, dated October 23, 2016, to the JPE GP Board as to the fairness, from a financial point of view and as of the date of the opinion, of the 0.5775x exchange ratio provided for pursuant to the terms and conditions of the Merger Agreement. The full text of BMOCM's written opinion, dated October 23, 2016, to the JPE GP Board, which describes the assumptions made, procedures followed, matters considered and limitations and qualifications on the review undertaken, is attached as Annex B to this proxy statement/prospectus and is incorporated herein by reference. The description of BMOCM's opinion set forth in this proxy statement/prospectus is qualified in its entirety by reference to the full text of BMOCM's opinion. **BMOCM's opinion was prepared at the request and for the benefit and use of the JPE GP Board (in its capacity as such) in connection with its evaluation of the 0.5775x exchange ratio from a financial point of view and BMOCM did not express any opinion on any other terms, aspects or implications of the Merger or any related transactions. BMOCM expressed no opinion as to the relative merits of the Merger or any related transactions or any other transactions or business strategies discussed by the JPE GP Board as alternatives to the Merger or any related transactions or the decision of the JPE GP Board to proceed with the Merger or any related transactions. BMOCM's opinion did not constitute and is not a recommendation to the JPE GP Board as to any action taken on any aspect of the Merger, related transactions or any other matter. BMOCM's opinion also does not constitute a recommendation to any security holder as to**

**how such holder should vote or act with respect to the Merger, related transactions or any other matter.**

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**AMID Unitholder Approval is Not Required**

AMID Unitholders are not required to adopt the Merger Agreement or approve the Merger or the issuance of AMID Common Units in connection with the Merger.

**Governance Matters After the Merger (see page 82)**

No changes are being made to the AMID GP Board in connection with the closing of the Merger.

**Ownership of AMID After the Merger (see page 83)**

AMID will issue approximately 20.1 million AMID Common Units to JPE Unitholders in the Merger. After the completion of the Merger, it is expected that there will be outstanding approximately 51.4 million AMID Common Units. The AMID Common Units to be issued to the JPE Unitholders in the Merger will represent approximately 27.1% of the outstanding AMID Common Units after the Merger on a fully diluted basis.

**Interests of the Directors and Executive Officers of JPE GP in the Merger (see page 83)**

JPE's directors and executive officers have interests in the Merger that are different from, or in addition to, the interests of JPE Unitholders generally. The members of the JPE GP Board were aware of and considered these interests, among other matters, in evaluating and negotiating the Merger Agreement and the Merger, and in recommending to the JPE Unitholders that the Merger Agreement be adopted.

These interests include:

Certain members of the JPE GP Board are members of the AMID GP Board.

The directors and executive officers of JPE are entitled to continued indemnification and insurance coverage under the Merger Agreement.

The executive officers of JPE are entitled to payment of their annual incentive cash bonus awards for fiscal year 2016 at target level.

Certain executive officers of JPE are entitled to severance payments in the event of a qualifying termination of employment within twelve months following the Merger.

Unvested JPE Common Units, unvested JPE Subordinated Units and JPE Phantom Units held by each of the JPE executive officers will accelerate in the event of the executive officer's qualifying termination of employment within twelve months following the Merger.

JPE Phantom Units held by each JPE non-employee director will fully vest in connection with the Merger.

**Risks Relating to the Merger and Ownership of AMID Common Units (see page 41)**

JPE Unitholders should consider carefully all the risk factors together with all of the other information included or incorporated by reference in this proxy statement/prospectus before deciding how to vote. Risks relating to the Merger and ownership of AMID Common Units are described in the section titled Risk Factors. Some of these risks include, but are not limited to, those described below:

Because the Exchange Ratio is fixed and because the market price of AMID Common Units will fluctuate prior to the consummation of the Merger, JPE Unitholders cannot be sure of the market value of the AMID Common Units they will receive as Merger consideration relative to the value of JPE Common Units and JPE Subordinated Units they exchange.

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AMID and JPE may be unable to obtain the regulatory clearances required to complete the Merger or, in order to do so, AMID and JPE may be required to comply with material restrictions or satisfy material conditions.

The Merger Agreement contains provisions that limit JPE's ability to pursue alternatives to the Merger, which could discourage a potential competing acquirer of JPE from making a favorable alternative transaction proposal and, in specified circumstances, including if unitholder approval is not obtained or if the Merger Agreement is terminated due to an adverse recommendation change having occurred, could require JPE to reimburse AMID's and AMID's controlled affiliates' reasonable out-of-pocket expenses, in certain circumstances, up to a maximum amount of \$5 million and pay a termination fee to AMID of \$10 million, less any expenses previously paid by JPE. Following payment of the termination fee, JPE will not be obligated to pay any additional expenses by AMID or its affiliates.

Directors and officers of JPE have certain interests that are different from those of JPE Unitholders generally.

JPE Unitholders will have a reduced ownership in the combined organization after the Merger and will exercise less influence over management.

AMID Common Units to be received by JPE Unitholders as a result of the Merger have different rights from JPE Common Units.

No ruling has been requested with respect to the U.S. federal income tax consequences of the Merger.

The intended U.S. federal income tax consequences of the Merger are dependent upon JPE and AMID being treated as partnerships for U.S. federal income tax purposes.

**Conditions to Consummation of the Merger (see page 88)**

AMID and JPE currently expect to complete the Merger in the first quarter of 2017, subject to receipt of required JPE Unitholder and regulatory approvals and clearances and to the satisfaction or waiver of the other conditions to the transactions contemplated by the Merger Agreement described below.

As more fully described in this proxy statement/prospectus, each party's obligation to complete the transactions contemplated by the Merger Agreement depends on a number of customary closing conditions being satisfied or, where legally permissible, waived, including the following:

the Merger Agreement and the transactions contemplated thereby must have been adopted and approved by the affirmative vote of the holders of at least a majority of the outstanding Non-Affiliated JPE Common Units and the holders of at least a majority of the outstanding JPE Subordinated Units, voting as separate classes;

the waiting period applicable to the Merger, if any, under the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended (the HSR Act ), must have been terminated or expired;

no law, injunction, judgment or ruling enacted, promulgated, issued, entered, amended or enforced by any governmental authority will be in effect enjoining, restraining, preventing or prohibiting the consummation of the transactions contemplated by the Merger Agreement or making the consummation of such transactions illegal;

the registration statement of which this proxy statement/prospectus forms a part must have been declared effective by the SEC and must not be subject to any stop order or proceedings initiated or threatened by the SEC;

the AMID Common Units to be issued in the Merger must have been approved for listing on the NYSE, subject to official notice of issuance;

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AMID Partnership Agreement Amendment (as defined below) must have been adopted to be effective as of the Effective Time;

AMID must have received from Locke Lord LLP ( Locke Lord ), counsel to AMID, a written opinion regarding certain U.S. federal income tax matters, as described under Proposal No. 1. The Merger Agreement Conditions to Consummation of the Merger ;

AMID must have received from Holland & Hart LLP, counsel to AMID, a written opinion regarding certain U.S. federal income tax matters, as described under Proposal No. 1. The Merger Agreement Conditions to Consummation of the Merger ;

JPE must have received from Latham & Watkins LLP ( Latham ), counsel to JPE, a written opinion regarding certain U.S. federal income tax matters, as described under Proposal No. 1. The Merger Agreement Conditions to Consummation of the Merger ; and

the GP Merger must have become effective and GP Sub must have been duly admitted as the sole general partner of JPE.

The obligation of AMID to effect the Merger is subject to the satisfaction or waiver of the following additional conditions:

the representations and warranties of JPE in the Merger Agreement being true and correct both when made and at and as of the date of the closing of the Merger, subject to certain standards, including materiality and material adverse effect qualifications, as described under Proposal No. 1. The Merger Agreement Conditions to Consummation of the Merger;

JPE and JPE GP having performed, in all material respects, all obligations required to be performed by them under the Merger Agreement; and

the receipt of an officer's certificate executed by an executive officer of JPE certifying that the two preceding conditions have been satisfied.

The obligation of JPE to effect the Merger is subject to the satisfaction or waiver of the following additional conditions:

the representations and warranties of AMID in the Merger Agreement being true and correct both when made and at and as of the date of the closing of the Merger, subject to certain standards, including materiality and material adverse effect qualifications, as described under Proposal No. 1. The Merger Agreement Conditions to Consummation of the Merger;

AMID and AMID GP having performed, in all material respects, all obligations required to be performed by them under the Merger Agreement;

the receipt of an officer's certificate executed by an executive officer of AMID certifying that the two preceding conditions have been satisfied; and

AMID having either (i) paid or caused to be paid on behalf of JPE the dollar amount of all indebtedness and any other amounts required to be paid under JPE's credit facility in order to fully pay off JPE's credit facility or (ii) obtained all required consents from the lenders under JPE's credit facility and AMID's revolving credit facility to maintain the JPE credit facility following the closing.

**Regulatory Approvals and Clearances Required for the Merger (see page 85)**

Consummation of the Merger is subject to the expiration or termination of a 30-day waiting period under the HSR Act. On November 10, 2016, AMID and JPE filed Notification and Report Forms with the Antitrust Division of the Department of Justice (the "Antitrust Division") and the Federal Trade Commission (the "FTC"). The 30-day waiting period expired on December 12, 2016. See "The Merger" Regulatory Approvals and Clearances Required for the Merger.



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**Amendment to AMID Partnership Agreement (see page 102)**

In connection with the closing of the Merger, AMID GP will enter into an amendment to the AMID partnership agreement (the AMID Partnership Agreement Amendment), providing for the payment of series A payment-in-kind (PIK) preferred units for the quarter (the series A preferred quarterly distribution) in which the Merger is consummated and thereafter equal to the quotient of (i) the greater of (a) \$0.4125 and (b) the series A distribution amount, as such term is defined in the AMID partnership agreement, divided by (ii) the series A adjusted issue price, as such term is defined in the AMID partnership agreement. However, in the AMID GP's discretion, which determination shall be made prior to the record date for the relevant quarter, the series A preferred quarterly distribution may be paid as (x) an amount in cash up to the greater of (1) \$0.4125 and (2) the series A distribution amount, and (y) a number of series A PIK preferred units equal to the quotient of (a) the remainder of (i) the greater of (I) \$0.4125 and (II) the series A distribution amount less (ii) the amount of cash paid pursuant to clause (x), divided by (b) the series A adjusted issue price. See The Merger Amendment to AMID Partnership Agreement.

**No Solicitation by JPE of Alternative Proposals (see page 91)**

Under the Merger Agreement, JPE has agreed that it will not, and will cause its subsidiaries and use reasonable best efforts to cause its and its subsidiaries' directors, officers, employees, investment bankers, financial advisors, attorneys, accountants, agents and other representatives not to, directly or indirectly:

solicit, initiate, knowingly facilitate, knowingly encourage (including by way of furnishing confidential information) or knowingly induce or take any other action intended to lead to any inquiries or any proposals that constitute the submission of an alternative proposal;

grant approval to any person to acquire 20% or more of any partnership securities issued by JPE without such person being subject to the limitations in JPE's partnership agreement that prevents certain persons or groups that beneficially own 20% or more of any outstanding partnership securities of any class then outstanding from voting any partnership securities of such party on any matter; or

except as permitted by the Merger Agreement, enter into any confidentiality agreement, Merger Agreement, letter of intent, agreement in principle, unit purchase agreement, asset purchase agreement or unit exchange agreement, option agreement or other similar agreement relating to an alternative proposal.

In addition, the Merger Agreement requires JPE and its subsidiaries to (i) cease and cause to be terminated any discussions or negotiations with any persons conducted prior to the execution of the Merger Agreement regarding an alternative proposal, (ii) request the return or destruction of all confidential information previously provided to any such persons and (iii) immediately prohibit any access by any persons (other than AMID and its representatives) to any physical or electronic data room relating to a possible alternative proposal.

Notwithstanding these restrictions, the Merger Agreement provides that, under specified circumstances at any time prior to JPE Unitholders voting in favor of adopting the Merger Agreement, JPE may furnish information, including confidential information, with respect to it and its subsidiaries to, and participate in discussions or negotiations with, any third party that makes a written alternative proposal that the JPE GP Board believes is *bona fide* so long as the JPE GP Board, after consultation with JPE GP's outside legal counsel and financial advisors, determines in good faith that such alternative proposal constitutes or could reasonably be expected to lead to or result in a superior proposal

and, after consultation with JPE GP's outside legal counsel, that failure to furnish such information or participate in such discussions would be inconsistent with the JPE GP Board's duties under the JPE partnership agreement or applicable law, and such alternative proposal did not result from a material breach of the no solicitation provisions in the Merger Agreement.

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JPE has also agreed in the Merger Agreement that it (i) will promptly, and in any event within 48 hours after receipt, notify AMID of any alternative proposal or any request for information or inquiry with regard to any alternative proposal and the identity of the person making any such alternative proposal, request or inquiry (including providing AMID with copies of any written materials received from or on behalf of such person relating to such proposal, offer, request or inquiry) and (ii) will provide AMID with the material terms, conditions and nature of any such alternative proposal, request or inquiry. In addition, JPE agrees to keep AMID reasonably informed of all material developments affecting the status and terms of any such alternative proposals, offers, inquiries or requests (and promptly provide AMID with copies of any written materials received by it or that it has delivered to any third party making an alternative proposal that relate to such proposals, offers, requests or inquiries) and of the status of any such discussions or negotiations.

### **Change in JPE GP Board Recommendation (see page 92)**

The Merger Agreement provides that JPE will not, and will cause its subsidiaries and use reasonable best efforts to cause its representatives not to, directly or indirectly, withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in a manner adverse to AMID, the recommendation of the JPE GP Board that JPE's Unitholders adopt the Merger Agreement or publicly recommend the approval or adoption of, or publicly approve or adopt, or propose to publicly recommend, approve or adopt, any alternative proposal. In addition, subject to certain limitations, if JPE receives an alternative proposal it will, within ten business days of receipt of a written request from AMID, publicly reconfirm the recommendation of the JPE GP Board that JPE's Unitholders adopt the Merger Agreement.

JPE's taking or failing to take, as applicable, any of the actions described above is referred to as an adverse recommendation change.

Subject to the satisfaction of specified conditions in the Merger Agreement described under Proposal 1: The Merger Agreement Change in JPE GP Board Recommendation, the JPE GP Board may, at any time prior to the adoption of the Merger Agreement by JPE Unitholders, effect an adverse recommendation change in response to either (i) any alternative proposal constituting a superior proposal or (ii) a changed circumstance that was not known by the JPE GP Board prior to the date of the Merger Agreement, in each case if the JPE GP Board, after consultation with JPE GP's outside legal counsel, determines in good faith that the failure to take such action would be inconsistent with its duties under the JPE partnership agreement or applicable law.

### **Termination of the Merger Agreement (see page 95)**

AMID or JPE may terminate the Merger Agreement at any time prior to the Effective Time:

by mutual written consent;

by either AMID or JPE:

if the Merger has not occurred on or before April 30, 2017 (the Outside Date); *provided*, that the right to terminate is not available to a party if the inability to satisfy such condition was due to the failure of such party to perform any of its obligations under the Merger Agreement or if the other party has filed and is pursuing an action seeking specific performance pursuant to the terms of the agreement;

if any governmental authority has issued a final and nonappealable law, injunction, judgment or ruling that enjoins, restrains, prevents or otherwise prohibits the consummation of the transactions contemplated by the Merger Agreement or makes the transactions contemplated by the Merger Agreement illegal; *provided, however*, that the right to terminate is not available to a party if such final law, injunction, judgment or rule was due to the failure of such party to perform any of its obligations under the agreement; or

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if the unitholders of JPE do not adopt the Merger Agreement at the Special Meeting or any adjournment or postponement of such meeting;

by AMID:

if an adverse recommendation change by the JPE Board shall have occurred;

if prior to the adoption of the Merger Agreement by JPE Unitholders, JPE is in willful breach of its obligations to (i) duly call, give notice of and hold a special meeting of JPE Unitholders for the purpose of obtaining unitholder approval of the Merger Agreement, use its reasonable best efforts to solicit proxies from unitholder in favor of such adoption and, through the JPE GP Board, recommend the adoption of the Merger Agreement to JPE Unitholders or (ii) comply with the requirements described under Proposal No. 1. The Merger Agreement No Solicitation by JPE of Alternative Proposals, in each case, subject to certain exceptions discussed in Proposal No. 1. The Merger Agreement Termination of the Merger Agreement; or

if there is a breach by JPE of any of its representations, warranties, covenants or agreements in the Merger Agreement such that certain closing conditions would not be satisfied, or if capable of being cured, such breach has not been cured within 30 days following delivery of written notice of such breach by AMID, subject to certain exceptions discussed in Proposal No. 1. The Merger Agreement Termination of the Merger Agreement.

by JPE:

if there is a breach by AMID of any of its representations, warranties, covenants or agreements in the Merger Agreement such that certain closing conditions would not be satisfied, or if capable of being cured, such breach has not been cured within 30 days following delivery of written notice of such breach by JPE, subject to certain exceptions discussed in Proposal No. 1. The Merger Agreement Termination of the Merger Agreement; or

prior to the adoption of the Merger Agreement by JPE's Unitholders, in order to enter into (concurrently with such termination) any agreement, understanding or arrangement providing for a superior proposal in accordance with the requirements described under Proposal No. 1. The Merger Agreement No Solicitation by JPE of Alternative Proposals, including payment of the termination fee.

**Termination Fee and Expense Reimbursement (see page 96)**

Generally, all fees and expenses incurred in connection with the transactions contemplated by the Merger Agreement will be the obligation of the respective party incurring such fees and expenses.

In addition, following a termination of the Merger Agreement in specified circumstances, JPE will be required to pay all of the reasonably documented out-of-pocket expenses incurred by AMID and its controlled affiliates in connection

with the Merger Agreement and the transactions contemplated thereby; provided, however, that in the event of a termination of the Merger Agreement by either party because the Merger Agreement was not adopted at the Special Meeting of JPE Unitholders called for such purpose (or termination by JPE pursuant to a different termination provision provided in the Merger Agreement at a time when the Merger Agreement is terminable because the Merger Agreement was not adopted at the Special Meeting of JPE Unitholders called for such purpose), JPE will pay AMID's out-of-pocket expenses, in certain circumstances, up to a maximum amount of \$5 million. Following payment of the termination fee, JPE will not be obligated to pay any additional expenses incurred by AMID or its affiliates.

Following termination of the Merger Agreement under specified circumstances, including due to an adverse recommendation change having occurred, JPE will be required to pay AMID a termination fee of \$10 million, less any expenses previously reimbursed by JPE pursuant to the Merger Agreement. Following payment of the termination fee, JPE will not be obligated to pay any additional expenses incurred by AMID or its affiliates.

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**Comparison of Rights of AMID Unitholders and JPE Unitholders (see page 172)**

JPE Unitholders will own AMID Common Units following the completion of the Merger, and their rights associated with those AMID Common Units will be governed by the AMID partnership agreement, which differs in a number of respects from the JPE partnership agreement, and the Delaware LP Act.

**Material United States Federal Income Tax Consequences of the Merger (see page 117)**

Tax matters associated with the Merger are complicated. The U.S. federal income tax consequences of the Merger to a holder of JPE Common Units or JPE Subordinated Units will depend, in part, on such unitholder's own tax situation. The tax discussions contained herein focus on the U.S. federal income tax consequences generally applicable to individuals who are residents or citizens of the United States that hold their JPE Common Units or JPE Subordinated Units as capital assets, and these discussions have only limited application to other unitholders, including those subject to special tax treatment. Holders of JPE Common Units or JPE Subordinated Units are urged to consult their tax advisors for a full understanding of the U.S. federal, state, local and foreign tax consequences of the Merger that will be applicable to them.

In connection with the Merger, JPE expects to receive an opinion from Latham to the effect that (i) except to the extent that the Section 707 Consideration (as defined below) causes the transaction to be treated as a disguised sale, holders of JPE Common Units or JPE Subordinated Units (other than JPE Common Units or JPE Subordinated Units held by the Affiliated Unitholders and GP Sub) should not recognize any income or gain as a result of the Merger with respect to such JPE Common Units or JPE Subordinated Units held (other than any income or gain resulting from (a) the actual or constructive distribution of cash, including as a result of any decrease in partnership liabilities pursuant to Section 752 of the Code, or (b) the receipt of any non-pro rata merger consideration); provided that such opinion will not extend to any holder who acquired JPE Common Units or JPE Subordinated Units from JPE in exchange for property other than cash; and (ii) as of the closing date of the Merger, JPE is classified as a partnership for U.S. federal income tax purposes.

In connection with the Merger, AMID expects to receive an opinion from Locke Lord to the effect that (i) no AMID entity should recognize any income or gain as a result of the Merger (other than any gain resulting from any decrease in partnership liabilities pursuant to Section 752 of the Code); and (ii) no gain or loss should be recognized by holders of AMID Common Units as a result of the Merger with respect to such AMID Common Units held (other than any gain resulting from any decrease in partnership liabilities pursuant to Section 752 of the Code).

In connection with the Merger, AMID expects to receive an opinion from Holland & Hart, LLP to the effect that, as of the closing date of the Merger, AMID is classified as a partnership for U.S. federal income tax purposes.

Opinions of counsel, however, are subject to certain limitations and are not binding on the Internal Revenue Service ( IRS ) and no assurance can be given that the IRS would not successfully assert a contrary position regarding the Merger and the opinions of counsel. In addition, such opinions will be based upon certain factual assumptions and representations, warranties and covenants made by the officers of the AMID entities and JPE entities and any of their respective affiliates as to such matters as counsel may reasonably request. See Material U.S. Federal Income Tax Consequences of the Merger for a more complete discussion of the U.S. federal income tax consequences of the Merger.

**Accounting Treatment of the Merger (see page 86)**

AMID and JPE are under the common control of ArcLight. Despite the legal form of the transaction whereby AMID will be acquiring JPE, as ArcLight obtained control of JPE prior to obtaining control of AMID, JPE is considered to be acquiring AMID for financial reporting purposes and will account for the Merger as a



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reorganization of entities under common control. As a result, JPE will record AMID's historical financial statements after adjustments to reflect ArcLight's related historical cost basis in AMID. JPE will also retrospectively adjust its historical financial statements to include the operating results of AMID beginning April 15, 2013, the date upon which common control began.

**Listing of AMID Common Units; Delisting and Deregistration of JPE Common Units (see page 86)**

AMID Common Units are currently listed on the NYSE under the ticker symbol AMID. It is a condition to closing that the AMID Common Units to be issued in the Merger to JPE Unitholders be approved for listing on the NYSE, subject to official notice of issuance.

JPE Common Units are currently listed on the NYSE under the ticker symbol JPEP. If the Merger is completed, JPE Common Units will cease to be listed on the NYSE and will be deregistered under the Exchange Act.

**No Appraisal Rights (see page 86)**

Appraisal rights are not available in connection with the Merger under the Delaware LP Act or under the JPE partnership agreement.

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Organizational Structure Prior to and Following the Mergers

The following represents the simplified organizational structure of AMID and JPE prior to the Mergers<sup>(1)</sup>:

- (1) For purposes of the simplified organizational structure, all of AMID's preferred limited partner interests are presented as if converted to AMID Common Units.
- (2) ArcLight Energy Partners Fund V, L.P. beneficially owns its approximately 46.4% limited partner interest in AMID (on an as-converted basis) indirectly through its various affiliates, including Magnolia.
- (3) Indirectly held through affiliates of ArcLight Energy Partners Fund V, L.P.
- (4) AMID's directors and officers who are not affiliated with ArcLight collectively own an additional approximately 0.6% limited partner interest.

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The following represents the simplified organizational structure of the combined company following the Mergers<sup>(1)</sup>:

- (1) For purposes of the simplified organizational structure, all of AMID's preferred limited partner interests are presented as if converted to AMID Common Units.
- (2) ArcLight Energy Partners Fund V, L.P. will beneficially own its approximately 33.8% limited partner interest in AMID (on an as-converted basis) indirectly through its various affiliates, including Magnolia.
- (3) Following the transaction, American Midstream GP, LLC will be entitled, but not required, to make an additional capital contribution to maintain its pre-transaction general partner interest of 1.26%.
- (4) AMID's directors and officers who are not affiliated with ArcLight collectively will own an additional approximately 0.4% limited partner interest.

**Table of Contents****Selected Historical Financial Information of AMID**

The following table sets forth AMID's selected historical consolidated financial and other data for the periods ended and as of the dates indicated. The consolidated statements of operations for the years ended December 31, 2013, 2014 and 2015 and the consolidated balance sheet data as of December 31, 2014 and 2015 have been derived from AMID's audited consolidated financial statements incorporated by reference into this proxy statement/prospectus. The consolidated statements of operations for the years ended December 31, 2011 and 2012 and the consolidated balance sheet data as of December 31, 2011, 2012 and 2013 have been derived from AMID's audited consolidated financial statements that are not incorporated by reference into this proxy statement/prospectus. The consolidated statements of operations for the nine months ended September 30, 2015 and 2016 and the consolidated balance sheet data as of September 30, 2016 have been derived from AMID's unaudited condensed consolidated financial statements incorporated by reference into this proxy statement/prospectus. The consolidated balance sheet data as of September 30, 2015 has been derived from AMID's unaudited condensed consolidated financial statements that are not incorporated by reference into this proxy statement/prospectus. The data presented below should be read in conjunction with the section entitled *Management's Discussion and Analysis of Financial Condition and Results of Operations* and the consolidated financial statements and the related notes contained in AMID's most recent Annual Report on Form 10-K and its Quarterly Report on Form 10-Q for the period ended September 30, 2016, incorporated by reference into this proxy statement/prospectus. See the section entitled *Where You Can Find More Information* beginning on page 203 of this proxy statement/prospectus.

	Nine Months ended September 30,		For the Years Ended December 31,				
	2016 (1)	2015 (1)	2015 (1)	2014 (1)	2013 (1)	2012 (1)	2011(1)
<b>(in thousands, except per unit data)</b>							
<b>Consolidated Statement of Operations</b>							
Revenue	\$ 165,220	\$ 187,759	\$ 236,358	\$ 308,400	\$ 294,079	\$ 208,268	\$ 241,593
Operating expenses							
Costs of sales	65,096	86,742	105,883	197,952	215,053	154,472	200,776
Direct operating expenses	46,754	43,162	59,549	45,702	32,236	17,183	11,745
Selling, general and administrative expenses	33,255(2)	20,145	27,232	23,103	19,079	14,309	13,576
Depreciation, amortization and accretion expense	32,015	28,099	38,014	28,832	30,002	21,287	20,454
Other expenses, net	2,213	2,822	3,774	1,536	2,094	1,783	3,357
Total operating expenses	179,333	180,970	234,452	297,125	298,464	209,034	249,908
Gain (loss) on sale of assets, net	90	(3,010)	(3,011)	(122)	343	(898)	964
Loss on impairment of property, plant and equipment				(99,892)	(18,155)		
Loss on impairment of goodwill			(118,592)				

Operating income (loss)	(14,023)	3,779	(119,697)	(88,739)	(22,197)	(1,664)	(7,351)
Other income (expense):							
Interest expense	(19,535)	(9,719)	(14,745)	(7,577)	(9,291)	(4,570)	(4,508)
Other expense				(670)			
Earnings in unconsolidated affiliates	29,983	1,265	8,201	348			
Net income (loss) before income tax (expense) benefit	(3,575)	(4,675)	(126,241)	(96,638)	(31,488)	(6,234)	(11,859)
Income tax (expense) benefit	(1,301)	(1,065)	(1,134)	(557)	495		
Net income (loss) from continuing operations	\$ (4,876)	\$ (5,740)	\$ (127,375)	\$ (97,195)	\$ (30,993)	\$ (6,234)	\$ (11,859)
<b>Limited Partner s net income (loss) per common unit:</b>							
Basic and diluted:							
Income (loss) from continuing operations	\$ (0.91)	\$ (1.02)	\$ (6.00)	\$ (8.54)	\$ (7.15)	\$ (0.70)	\$ (1.66)
Net income (loss)	\$ (0.91)	\$ (1.02)	\$ (6.00)	\$ (8.54)	\$ (7.15)	\$ (0.70)	\$ (1.66)
<b>Weighted average number of common units outstanding:</b>							
Basic and diluted (3)	30,979	23,154	24,983	13,472	7,525	9,113	6,997

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	Nine Months ended September 30,		For the Years ended December 31,				
	2016 (1)	2015 (1)	2015 (1)	2014 (1)	2013 (1)	2012 (1)	2011 (1)
<b>(in thousands, except per unit data)</b>							
<b>Other Financial Data:</b>							
Adjusted EBITDA (4)	\$ 92,192	\$ 45,907	\$ 66,311	\$ 45,551	\$ 31,907	\$ 18,850	\$ 20,790
Gross Margin (5)	93,677	95,215	123,281	102,807	74,821	49,431	44,356
Cash distribution declared per common unit	\$ 1.298	\$ 1.418	\$ 1.890	\$ 1.850	\$ 1.750	\$ 1.730	\$ 0.700
<b>Segment gross margin:</b>							
Gathering and Processing	55,157	59,687	76,865	50,817	36,985	36,118	30,619
Transmissions	28,419	26,975	35,301	42,828	32,408	13,313	13,737
Terminals	10,101	8,553	11,115	9,162	5,428		
<b>Balance Sheet Data (at period end)</b>							
Cash and cash equivalents	\$ 4,879	\$	\$	\$ 499	\$ 393	\$ 576	\$ 871
Accounts receivable and unbilled revenue	28,435	21,031	18,740	29,543	29,823	23,470	20,963
Property, plant and equipment	699,978	638,939	648,013	582,182	312,701	223,819	170,231
Investment in unconsolidated affiliates	284,485	82,571	82,301	22,252			
Total assets	1,199,127	1,005,486	891,296	913,558	382,075	256,696	199,551
Current portion of long-term debt	1,351		2,338	2,908	2,048		
Long-term debt	672,694	508,650	525,100	372,950	130,735	128,285	66,270
Total equity and partners capital	57,750	257,877	121,787	329,184	78,467	87,603	101,396
<b>Operating Data:</b>							
<b>Gathering and processing segment:</b>							
Average throughput (MMcf/d)	393.0	344.0	338.2	274.8	277.2	291.2	250.9
Average plant inlet volume (MMcf/d) (6)	103.4	125.5	120.9	89.1	117.3	116.1	36.7
Average gross NGL production MMcf/d) (6)	180.3	254.4	231.1	64.2	52.0	49.9	54.5
Average gross condensate production MMcf/d) (6)	88.4	99.6	99.8	75.2	46.2	22.6	22.6
<b>Transmission segment:</b>							
Average throughput (MMcf/d)	679.6	733.4	708.6	778.9	644.7	398.5	381.1
Average firm transportation capacity	655.3	658.4	653.7	577.9	640.7	703.6	702.2

reservation (MMcf/d)							
Average interruptible transportation throughput (MMcf/d)	365.4	421.9	410.3	468.9	389.2	86.6	69.0
Terminal segment:							
Storage utilization	91.5%	88.0%	88.1%	91.4%	95.6%	0.0%	0.0%

(1) The following transactions affect comparability between periods:

- (i) In April 2016, AMID acquired membership interests in four entities that own and operate natural gas pipeline systems and NGL pipelines in and around Louisiana, Alabama, Mississippi and the Gulf of Mexico from an ArcLight affiliate for approximately \$211.0 million. The aggregate purchase price was financed by the issuance of AMID Series C Convertible Preferred Units and warrants to purchase common units with a combined value of \$120.0 million to the affiliate plus additional borrowing of \$91.0 million borrowings under AMID's Credit Agreement. AMID accounts for its investments in these entities under the equity method and since they were acquired from an ArcLight affiliate, they were recorded at the affiliate's historical cost basis with the related activity recorded prospectively;
- (ii) Also in April 2016, a 60% AMID-owned subsidiary acquired approximately 200 miles of crude oil, natural gas and salt water onshore and offshore Gulf of Mexico pipelines from an unrelated third party in exchange for \$2.7 million in cash and the assumption of certain asset retirement obligations. AMID consolidates this subsidiary for financial reporting purposes with related activity recorded prospectively;
- (iii) In April 2016 and September 2015, AMID acquired non-operated direct and indirect interests totaling 13.9% in Delta House, FPS, LLC and Delta House Oil and Gas Lateral, LLC (collectively Delta House). Delta House owns and operates a floating production system and related pipeline infrastructure in the Gulf of Mexico. The Delta House investments were acquired from ArcLight affiliates in exchange for an aggregate purchase price of \$171.9 million (12.9% acquired in September 2015 for \$162.0 million and 1.0% acquired in April 2016 for \$9.9 million) which was financed by proceeds from the issuance of AMID Common Units to the public plus additional borrowings under AMID's Credit Agreement. AMID accounts for its investments in Delta House under the equity method and since they were acquired from ArcLight affiliates, they were recorded at the affiliates' historical cost basis with the related activity recorded prospectively;
- (iv) In October 2014, AMID acquired Costar Midstream, LLC from unrelated third parties in exchange for \$258.0 million in cash and 6.9 million AMID Common Units for a combined purchase price of \$405.3 million. Costar is an onshore gathering and processing company with operations in east Texas, the Permian Basin and the Bakken Oil Play. The Costar transaction was accounted for using the acquisition method of accounting with related activity recorded prospectively;

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- (v) In January 2014, AMID acquired approximately 120 miles of high and low pressure pipelines and associated facilities located in the Eagle Ford shale in Gonzales and Lavaca Counties (the Lavaca transaction ) from an unrelated third party for approximately \$104.4 million which was financed by proceeds from the issuance of AMID Common Units to the public and from the issuance of Series B Units to AMID s General Partner. The Lavaca transaction was accounted for using the acquisition method of accounting with related activity recorded prospectively;
  - (vi) In December 2013, AMID acquired Blackwater Midstream Holdings, LLC ( Blackwater ) from an ArcLight affiliate for \$63.9 million. Blackwater operates storage capacity across four marine terminals located in Louisiana, Georgia and Maryland. AMID consolidates Blackwater for financial reporting purposes and as Blackwater was acquired from an ArcLight affiliate, AMID s historical financial statements were recast to reflect the acquisition at the affiliate s historical cost basis from the date of common control; and,
  - (vii) In April 2013, AMID acquired the High Point System from an ArcLight affiliate in exchange for \$15.0 million plus the issuance of Series A Convertible Preferred Units with a related value of \$90.0 million. The High Point System consists of approximately 700 miles of natural gas and liquid pipelines in Louisiana and the Gulf of Mexico. AMID consolidates the High Point System for financial reporting purposes and as it was acquired from an ArcLight affiliate, AMID s historical financial statements were recast to reflect the acquisition at the affiliate s historical cost basis from the date of common control.
- (2) The nine months ended September 30, 2016 includes \$9.0 million related to the relocation of AMID s corporate office from Denver to Houston.
  - (3) Includes 200,000 unvested phantom units with distribution equivalent rights ( DERs ), which are considered participating securities, at December 31, 2015 and September 30, 2016.
  - (4) Please see below for a definition of Adjusted EBITDA and a related reconciliation from net income (loss) attributable to the Partnership, which is the most directly comparable financial measure calculated in accordance with GAAP, and a discussion of how AMID uses Adjusted EBITDA to evaluate its operating performance.
  - (5) Please see below for a definition of gross margin and a related reconciliation to net income (loss) attributable to the Partnership, which is the most directly comparable financial measure calculated in accordance with GAAP, and a discussion of how AMID uses gross margin to evaluate its operating performance.
  - (6) Excludes volumes and gross production under AMID s elective processing arrangements. For a description of AMID s elective processing arrangements, see Item 7. Management s Discussion and Analysis Our Operations Gathering and Processing Segment in AMID s most recent Annual Report on Form 10-K.

**Adjusted EBITDA**

Adjusted EBITDA is a measure used by AMID s management and by external users of AMID s financial statements, such as investors, commercial banks, research analysts and others, to assess:

the financial performance of AMID s assets without regard to financing methods, capital structure or historical cost basis;

the ability of AMID s assets to generate cash flow to make cash distributions to AMID Unitholders and the AMID GP and its affiliates;

AMID s operating performance and return on capital as compared to those of other companies in the midstream energy sector, without regard to financing or capital structure; and



the attractiveness of capital projects and acquisitions and the overall rates of return on alternative investment opportunities.

AMID defines Adjusted EBITDA as net income (loss) attributable to the partnership of AMID (the Partnership), plus interest expense, income tax expense, depreciation, amortization and accretion expense, certain non-cash charges such as non-cash equity compensation expense, unrealized (gains) losses on derivatives, debt issuance costs paid during the period, distributions from investments in unconsolidated affiliates, transaction expenses and selected charges that are unusual or nonrecurring, less, earnings in unconsolidated affiliates, gains (losses) on sale of assets, net and selected gains that are unusual or nonrecurring. The GAAP measure most directly comparable to Adjusted EBITDA is net income (loss) attributable to the Partnership. For a reconciliation of Adjusted EBITDA to net income (loss), please read Note About Non-GAAP Financial Measures.

Segment gross margin for AMID's gathering and processing segment is defined as total revenue generated from gathering and processing operations less unrealized gains or plus unrealized losses on commodity derivatives, less the cost of natural gas, crude oil, NGLs and condensate purchased and revenue from construction, operating and maintenance agreements (COMA).

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Segment gross margin for AMID's Transmission segment is defined as total revenue less COMA income and the cost of natural gas purchased in connection with fixed margin arrangements.

Segment gross margin for AMID's Terminals segment is defined as total revenue less direct operating expense which includes direct labor, general materials and supplies and direct overhead.

Gross margin is a metric that AMID uses to evaluate its performance. AMID defines gross margin as the sum of its segment gross margin for its Gathering and Processing, Transmission and Terminals segments. The GAAP measure most directly comparable to gross margin is Net income (loss) attributable to the Partnership.

**Note About Non-GAAP Financial Measures**

Gross margin, segment gross margin and Adjusted EBITDA are performance measures that are considered non-GAAP financial measures. Each measure has important limitations as an analytical tool because it excludes some, but not all, items that affect the most directly comparable GAAP financial measure. AMID's management compensates for the limitations of these non-GAAP measures as analytical tools by reviewing the comparable GAAP measures, understanding the differences between the measures and incorporating these data points into management's decision-making process.

Investors should not consider gross margin, segment gross margin or Adjusted EBITDA in isolation or as a substitute for, or more meaningful than analysis of, AMID's results as reported under GAAP. Gross margin, segment gross margin and Adjusted EBITDA may be defined differently by other companies in AMID's industry.

The following tables reconcile the non-GAAP financial measures of gross margin and Adjusted EBITDA used by AMID's management to net income (loss) attributable to the Partnership, their most directly comparable GAAP measure, for each of the years ended December 31, 2015, 2014, 2013, 2012, and 2011 (in thousands), and for the nine months ended September 30, 2016 and 2015 (in thousands):

	Nine Months Ended September 30,		For the Years Ended December 31,				
	2016 (a)	2015 (a)	2015 (a)	2014 (a)	2013 (a)	2012 (a)	2011 (a)
<b>(in thousands, except per unit data)</b>							
<b>Reconciliation of Total Gross margin to Net income (loss) attributable to the Partnership</b>							
Gathering and processing segment gross margin (b)	\$ 55,157	\$ 59,687	\$ 76,865	\$ 50,817	\$ 36,985	\$ 36,118	\$ 30,619
Transmission segment gross margin (b)	28,419	26,975	35,301	42,828	32,408	13,313	13,737
Terminals segment gross margin (b)	10,101	8,553	11,115	9,162	5,428		
<b>Total gross margin (b)</b>	<b>93,677</b>	<b>95,215</b>	<b>123,281</b>	<b>102,807</b>	<b>74,821</b>	<b>49,431</b>	<b>44,356</b>
Less:							

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Direct operating expense (c)	40,339	38,369	52,909	39,360	27,833	17,183	11,745
<b>Total Operating Margin</b>	<b>53,338</b>	<b>56,846</b>	<b>70,372</b>	<b>63,447</b>	<b>46,988</b>	<b>32,248</b>	<b>32,611</b>
Plus:							
Gain (loss) on commodity derivatives, net	(722)	1,274	1,324	1,091	28	3,400	(5,450)
Earnings in unconsolidated affiliates	29,983	1,265	8,201	348			
Less:							
Selling, general and administrative expense	33,255	20,145	27,232	23,103	19,079	14,309	13,576
Equity compensation expense	2,213	2,822	3,774	1,536	2,094	1,783	3,357
Depreciation, amortization and accretion expense	32,015	28,099	38,014	28,832	30,002	21,287	20,454
(Gain) loss on sale of assets, net	(90)	3,010	3,011	122	(343)	898	(964)
Loss on impairment of property, plant and equipment				99,892	18,155		
Loss on impairment of goodwill			118,592				
Interest expense	19,535	9,719	14,745	7,577	9,291	4,570	4,508
Other (income) expense, net	(754)	265	770	462	226	(965)	(1,911)
Income tax expense (benefit)	1,301	1,065	1,134	557	(495)		
(Income) loss from discontinuing operations, net of tax		79	80	611	2,413	18	(161)
Net income (loss) attributable to non-controlling interest	2,175	80	25	214	633	256	
<b>Net income (loss) attributable to Partnership</b>	<b>\$ (7,051)</b>	<b>\$ (5,899)</b>	<b>\$ (127,480)</b>	<b>\$ (98,020)</b>	<b>\$ (34,039)</b>	<b>\$ (6,508)</b>	<b>\$ (11,698)</b>

(a) The following transactions affect comparability between periods:

- (i) In April 2016, AMID acquired membership interests in four entities that own and operate natural gas pipeline systems and NGL pipelines in and around Louisiana, Alabama, Mississippi and the Gulf of Mexico from an ArcLight affiliate for approximately

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\$211.0 million. The aggregate purchase price was financed by the issuance of AMID Series C Convertible Preferred Units and warrants to purchase AMID Common Units with a combined value of \$120.0 million to the affiliate plus additional borrowing of \$91.0 million borrowings under AMID's Credit Agreement. AMID accounts for its investments in these entities under the equity method and since they were acquired from an ArcLight affiliate, they were recorded at the affiliate's historical cost basis with the related activity recorded prospectively;

- (ii) Also in April 2016, a 60% AMID-owned subsidiary acquired approximately 200 miles of crude oil, natural gas and salt water onshore and offshore Gulf of Mexico pipelines from an unrelated third party in exchange for \$2.7 million in cash and the assumption of certain asset retirement obligations. AMID consolidates this subsidiary for financial reporting purposes with related activity recorded prospectively;
  - (iii) In April 2016 and September 2015, AMID acquired non-operated direct and indirect interests totaling 13.9% in Delta House, FPS, LLC and Delta House Oil and Gas Lateral, LLC (collectively Delta House). Delta House owns and operates a floating production system and related pipeline infrastructure in the Gulf of Mexico. The Delta House investments were acquired from ArcLight affiliates in exchange for an aggregate purchase price of \$171.9 million (12.9% acquired in September 2015 for \$162.0 million and 1.0% acquired in April 2016 for \$9.9 million) which was financed by proceeds from the issuance of common units to the public plus additional borrowings under AMID's Credit Agreement. AMID accounts for its investments in Delta House under the equity method and since they were acquired from ArcLight affiliates, they were recorded at the affiliates' historical cost basis with the related activity recorded prospectively;
  - (iv) In October 2014, AMID acquired Costar Midstream, LLC from unrelated third parties in exchange for \$258.0 million in cash and 6.9 million AMID Common Units for a combined purchase price of \$405.3 million. Costar is an onshore gathering and processing company with operations in east Texas, the Permian Basin and the Bakken Oil Play. The Costar transaction was accounted for using the acquisition method of accounting with related activity recorded prospectively;
  - (v) In January 2014, AMID acquired approximately 120 miles of high and low pressure pipelines and associated facilities located in the Eagle Ford shale in Gonzales and Lavaca Counties (the Lavaca transaction) from an unrelated third party for approximately \$104.4 million which was financed by proceeds from the issuance of AMID Common Units to the public and from the issuance of Series B Units to AMID's General Partner. The Lavaca transaction was accounted for using the acquisition method of accounting with related activity recorded prospectively;
  - (vi) In December 2013, AMID acquired Blackwater Midstream Holdings, LLC (Blackwater) from an ArcLight affiliate for \$63.9 million. Blackwater operates storage capacity across four marine terminals located in Louisiana, Georgia and Maryland. AMID consolidates Blackwater for financial reporting purposes and as Blackwater was acquired from an ArcLight affiliate, AMID's historical financial statements were recast to reflect the acquisition at the affiliate's historical cost basis from the date of common control; and,
  - (vii) In April 2013, AMID acquired the High Point System from an ArcLight affiliate in exchange for \$15.0 million plus the issuance of Series A Convertible Preferred Units with a related value of \$90.0 million. The High Point System consists of approximately 700 miles of natural gas and liquid pipelines in Louisiana and the Gulf of Mexico. AMID consolidates the High Point System for financial reporting purposes and as it was acquired from an ArcLight affiliate, AMID's historical financial statements were recast to reflect the acquisition at the affiliate's historical cost basis from the date of common control.
- (b) Segment gross margin for AMID's Gathering and Processing segment consists of total revenue less (i) unrealized gain on commodity derivatives (ii) construction and operating management agreement (COMA) income and (iii) purchases of natural gas, NGLs and condensate. Segment gross margin for AMID's Transmission segment consists of total revenue less COMA income and purchases of natural gas, NGLs and condensate. Segment gross margin for AMID's Terminals segment consists of total revenue less direct operating expenses.



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(c) Direct operating expenses includes Gathering and Processing segment direct operating expenses of \$39.2 million, \$23.8 million, \$14.6 million, \$12.2 million, and \$6.2 million, and Transmission segment direct operating expenses of \$13.7 million, \$15.6 million, \$13.3 million \$5.0 million, and \$5.5 million for of the five years ended December 31, 2015, 2014, 2013, 2012 and 2011, respectively, and \$31.2 million and \$28.3 million for the Gathering and Processing segment each of the nine months ended September 30, 2016 and 2015, respectively, and \$9.2 million and \$10.0 million for the Transmission segment each of the nine months ended September 30, 2016 and 2015, respectively. Direct operating expenses related to AMID s Terminals segment of \$6.6 million, \$6.3 million, and \$4.4 million are included within the calculation of Terminals segment gross margin for each of the three years ended December 31, 2015, 2014 and 2013, respectively, and \$6.4 million and \$4.8 million for each of the nine months ended September 30, 2016 and 2015, respectively.

	Nine Months Ended		For the Years Ended				
	September 30, 2016	September 30, 2015	2015	2014	2013	2012	2011
	(in thousands, except per unit data)						
<b>Reconciliation of Net income (loss) attributable to the Partnership to Adjusted EBITDA:</b>							
Net income (loss) attributable to Partnership	\$ (7,051)	\$ (5,899)	\$ (127,480)	\$ (98,020)	\$ (34,039)	\$ (6,508)	\$ (11,698)
Add:							
Depreciation, amortization and accretion expense	31,531	28,099	38,014	28,832	30,002	21,287	20,454
Interest expense	16,854	9,029	13,631	6,433	7,850	4,570	4,508
Debt issuance costs	3,987	1,984	2,238	3,841	2,113	1,564	
Unrealized gain (loss) on derivatives, net	1,430	(523)	71	(595)	1,495	(992)	3,847
Non-cash equity compensation expense	2,213	2,891	3,863	1,626	2,094	1,783	1,607
Advisory services agreement termination fee							2,500
Special distribution to holders of LTIP phantom units							1,624
Transaction expense (1)	9,557	1,368	1,426	1,794	3,987		282
Income tax expense	1,301	876	953	224	(847)		
Loss on impairment of property, plant and equipment				99,892	18,155		
Loss on impairment of non-current assets held-for-sale				673	2,400		
Loss on impairment of goodwill			118,592				
Distributions from unconsolidated affiliates	62,797	6,568	20,568	1,980			
General Partner contribution for cost reimbursement		330	330				
Deduct:							
	29,983	1,265	8,201	348			

Earnings in unconsolidated affiliates							
COMA income	341	702	841	943	843	3,373	879
Straight line amortization of put costs					119	291	409
OPEB plan net periodic benefit	13	9	14	45	73	88	82
Gain (loss) on involuntary conversion of property, plant and equipment					343	(1,021)	
Gain (loss) on sale of assets, net	90	(3,160)	(3,161)	(207)	(75)	123	964
Adjusted EBITDA	\$ 92,192	\$ 45,907	\$ 66,311	\$ 45,551	\$ 31,907	\$ 18,850	\$ 20,790

(1) The nine months ended September 30, 2016 includes \$9.0 million related to the relocation of AMID's corporate office from Denver to Houston.

For reporting purposes under AMID's revolving credit facility, AMID is required to report Adjusted EBITDA as calculated under its revolving credit facility on a last twelve month basis. AMID refers to this metric as Compliance EBITDA. Compliance EBITDA is defined as Adjusted EBITDA (as defined above) plus annualized cash flow attributable to material projects completed during such twelve-month period and preacquisition EBITDA for the last twelve months of acquisitions completed during such period. For the last twelve months ended September 30, 2016, AMID's Pro Forma Compliance EBITDA was \$153.5 million.

**Table of Contents****Selected Historical Financial Information of JPE**

The following table sets forth JPE's selected historical consolidated financial and other data for the periods ended and as of the dates indicated. The consolidated statements of operations for the years ended December 31, 2013, 2014 and 2015 and the consolidated balance sheet data as of December 31, 2014 and 2015 have been derived from JPE's audited consolidated financial statements incorporated by reference into this proxy statement/prospectus. The consolidated statements of operations for the years ended December 31, 2011 and 2012 and the consolidated balance sheet data as of December 31, 2011, 2012 and 2013 have been derived from JPE's audited consolidated financial statements that are not incorporated by reference into this proxy statement/prospectus. The consolidated statement of operations for the nine months ended September 30, 2015 and 2016 and the consolidated balance sheet data as of September 30, 2016 have been derived from JPE's unaudited condensed consolidated financial statements incorporated by reference into this proxy statement/prospectus. The consolidated balance sheet data as of September 30, 2015 has been derived from JPE's unaudited condensed consolidated financial statements that are not incorporated by reference into this proxy statement/prospectus. The data presented below should be read in conjunction with the section entitled *Management's Discussion and Analysis of Financial Condition and Results of Operations* and the consolidated financial statements and the related notes contained in JPE's most recent Annual Report on Form 10-K and its Quarterly Report on Form 10-Q for the period ended September 30, 2016 incorporated by reference into this proxy statement/prospectus. See the section entitled *Where You Can Find More Information* beginning on page 203 of this proxy statement/prospectus.

	Nine Months Ended		Year ended December 31,				
	September 30, 2016	September 30, 2015	2015	2014	2013	2012	2011
(\$ in thousands, except unit data)							
<b>Consolidated Statement of Operations:</b>							
Revenue	\$ 351,065	\$ 527,380	\$ 680,585	\$ 726,154	\$ 390,869	\$ 204,391	\$ 67,156
<b>Operating Expense</b>							
Cost of sales, excluding depreciation and amortization	242,119	411,744	527,476	605,682	276,804	151,478	49,048
Direct operating expense	48,345	52,668	69,377	65,584	57,728	26,292	9,584
Selling, general and administrative	30,307	35,406	45,383	46,362	44,488	20,785	6,053
Depreciation and amortization	34,663	34,055	46,852	40,230	30,987	12,941	2,841
Total operating expenses	355,434	533,873	689,088	757,858	410,007	211,496	67,526
Loss on sale of assets, net <sup>(1)</sup>	(2,451)	(1,402)	(909)	(1,137)	(1,492)	(1,142)	(68)
Loss on impairment of goodwill			(29,896)				
<b>Operating loss</b>	<b>(6,820)</b>	<b>(7,895)</b>	<b>(39,308)</b>	<b>(32,841)</b>	<b>(20,630)</b>	<b>(8,247)</b>	<b>(438)</b>
<b>Other income (expense):</b>							
Interest expense	(5,216)	(3,848)	(5,375)	(8,981)	(8,245)	(3,249)	(633)
Other income (expense)	627	468	1,732	(1,626)	887	(177)	(95)



<b>Net loss before income tax expense</b>	(11,409)	(11,275)	(42,951)	(43,448)	(27,988)	(11,673)	(1,166)
Income tax expense	(536)	(333)	(754)	(300)	(208)	(222)	(35)

<b>Net loss from continuing operations</b>	(11,945)	(11,608)	(43,705)	(43,748)	(28,196)	(11,895)	(1,201)
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**Net loss per common and subordinated unit:**

Basic and diluted:

Loss from continuing operations	\$ (0.33)	\$ (0.32)	\$ (1.20)	\$ (0.52)	\$	\$
Net loss	\$ (0.34)	\$ (0.35)	\$ (1.61)	\$ (0.51)	\$	\$

**Weighted average number of common and subordinated units outstanding:**

Basic and diluted	36,634	36,502	36,525	36,423
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	Nine Months Ended		Year ended December 31,				
	September 30, 2016	2015	2015	2014	2013	2012	2011
(\$ in thousands)							
<b>Other Financial Data (2):</b>							
Adjusted EBITDA	\$ 36,318	\$ 32,700	\$ 46,865	\$ 31,651	\$ 34,284	\$ 14,560	\$ 2,825
Adjusted gross margin	108,733	112,166	150,291	133,832	112,954	51,326	18,108
<b>Balance Sheet Data:</b>							
Cash and cash equivalents	\$ 1,768	\$ 8,529	\$ 1,987	\$ 3,325	\$ 3,234	\$ 10,099	\$ 4,432
Accounts Receivable and unbilled revenue	45,625	75,170	60,519	108,725	122,919	80,551	12,246
Property, plant and equipment, net	281,316	287,101	291,454	251,690	227,068	181,142	27,720
Total assets	684,472	814,063	735,259	813,173	843,402	562,124	65,931
Current portion of long-term debt (3)	933	564	454	383	698	2,973	105
Long-term debt	159,000	167,737	162,740	84,125	184,148	164,766	16,843
Total partners capital	465,120	559,625	504,920	600,680	533,393	314,153	41,466
<b>Operating Data (4):</b>							
Crude oil pipeline throughput (Bbl/d)	25,228	28,704	28,246	20,868	13,738		
Crude oil sales (Bbl/d)	22,381	29,422	40,255	15,612	5,107	7,516	
Refined products terminals throughput (Bbl/d)	57,649	63,954	62,075	63,859	69,071	57,143	
NGL and refined product sales (Mgal/d)	180	209	211	200	181	129	61

- (1) In February 2016, JPE completed the sale of its crude oil supply and logistics operations in the Midcontinent region of Oklahoma and Kansas. In June 2014, JPE completed the sale of its crude oil logistics operations in the Bakken region of North Dakota, Montana and Wyoming.
- (2) Adjusted gross margin and Adjusted EBITDA are financial measures that are not presented in accordance with GAAP. Please see below for a discussion of the non-GAAP financial measures of Adjusted EBITDA and adjusted gross margin and a reconciliation of Adjusted EBITDA and adjusted gross margin to JPE's most directly comparable measures calculated and presented in accordance with GAAP.
- (3) Reflects amounts for 2012 and 2011 filed as part of S-1 filing.
- (4) Represents the average daily throughput volume and the average daily sales volume in JPE's crude oil pipelines and storage segment, the average daily throughput volume in JPE's refined products terminals and storage segment and the average daily sales volume in JPE's NGL distribution and sales segment.

**Note About Non-GAAP Financial Measures**

JPE management uses Adjusted EBITDA and adjusted gross margin to analyze JPE's performance. JPE defines Adjusted EBITDA as net income (loss) plus (minus) interest expense (income), income tax expense (benefit), depreciation and amortization expense, asset impairments, (gains) losses on asset sales, certain non-cash charges such as non-cash equity compensation, non-cash vacation expense, non-cash (gains) losses on commodity derivative

contracts (total (gain) loss on commodity derivatives less net cash flow associated with commodity derivatives settled during the period) and selected (gains) charges and transaction costs that are unusual or non-recurring. JPE defines adjusted gross margin as total revenues minus cost of sales, excluding depreciation and amortization, and certain non-cash charges such as non-cash vacation expense and non-cash gains (losses) on derivative contracts (total gain (losses) on commodity derivatives less net cash flow associated with commodity derivatives settled during the period).

Adjusted EBITDA and adjusted gross margin are supplemental, non-GAAP financial measures used by JPE management and by external users of JPE's financial statements, such as investors and commercial banks, to assess:

JPE's operating performance as compared to those of other companies in the midstream sector, without regard to financing methods, historical cost basis or capital structure;

the ability of JPE's assets to generate sufficient cash flow to make distributions to JPE's Unitholders; and

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the viability of acquisitions and other capital expenditure projects and the returns on investment of various investment opportunities.

Adjusted EBITDA and adjusted gross margin are not financial measures presented in accordance with GAAP. JPE believes that the presentation of these non-GAAP financial measures provides information useful to investors in assessing its financial condition and results of operations. The GAAP measures most directly comparable to Adjusted EBITDA and adjusted gross margin are net income (loss) and operating income (loss), respectively. Adjusted EBITDA and adjusted gross margin should not be considered as an alternative to net income (loss), operating income (loss) or any other measure of financial performance or liquidity presented in accordance with GAAP. Adjusted EBITDA and adjusted gross margin exclude some, but not all, items that affect net income (loss) and operating income (loss) and these measures may vary among other companies. As a result, Adjusted EBITDA and adjusted gross margin may not be comparable to similarly titled measures of other companies, thereby diminishing their utility.

Set forth below are reconciliations of Adjusted EBITDA and adjusted gross margin to JPE's most directly comparable financial measure calculated in accordance with GAAP.

	<b>Year ended December 31,</b>				
	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>
	<b>(in thousands)</b>				
<b>Reconciliation of Adjusted EBITDA to net loss</b>					
<b>Net Loss</b>	\$ (58,656)	\$ (53,023)	\$ (14,221)	\$ (8,388)	\$ (1,201)
Depreciation and amortization	46,852	40,230	30,987	12,941	2,841
Loss on impairment of goodwill	29,896				
Interest expense	5,375	8,981	8,245	3,249	633
Loss on extinguishment of debt		1,634		497	95
Income tax expense	754	300	208	222	35
Loss on sale of assets, net	909	1,137	1,492	1,142	68
Equity compensation expense	1,217	1,658	790	2,485	
Total (gain) loss on commodity derivatives	3,057	13,762	(902)	(640)	
Net cash payments for commodity derivatives settled during the period	(14,821)	(1,071)	(209)	(946)	
Early settlement of commodity derivatives (1)	8,745				
Corporate overhead support from general partner (2)	5,500				
Transaction costs and other	1,877	3,766	1,286	1,492	354
Discontinued operations (3)	16,160	14,277	6,608	2,506	
<b>Adjusted EBITDA</b>	<b>\$ 46,865</b>	<b>\$ 31,651</b>	<b>\$ 34,284</b>	<b>\$ 14,560</b>	<b>\$ 2,825</b>

(1) Due to its non-recurring nature, JPE excluded this transaction in calculating Adjusted EBITDA.

(2) Represents expenses incurred by JPE that were absorbed by JPE GP and not passed through to JPE.

(3) In February 2016, JPE completed the sale of its crude oil supply and logistics operations in the Midcontinent region of Oklahoma and Kansas. In June 2014, JPE completed the sale of its crude oil logistics operations in the Bakken region of North Dakota, Montana and Wyoming.



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	2015	Year ended December 31,			2011
		2014	2013	2012	
		(in thousands)			
<b>Reconciliation of adjusted gross margin to operating loss</b>					
<b>Adjusted gross margin</b>					
Crude oil pipelines and storage	\$ 35,500	\$ 36,788	\$ 19,249	\$ 3,465	\$
Refined products terminals and storage	14,578	16,834	19,328	1,732	
NGL distribution and sales	100,213	80,210	74,377	46,129	18,108
<b>Total Adjusted gross margin</b>	<b>150,291</b>	<b>133,832</b>	<b>112,954</b>	<b>51,326</b>	<b>18,108</b>
<b>Operating expenses</b>					
Operating expenses	(69,377)	(65,584)	(57,728)	(26,292)	(9,584)
Selling, general and administrative	(45,383)	(46,362)	(44,488)	(20,785)	(6,053)
Depreciation and amortization	(46,852)	(40,230)	(30,987)	(12,941)	(2,841)
Loss on impairment of goodwill	(29,896)				
Loss on sale of assets, net	(909)	(1,137)	(1,492)	(1,142)	(68)
Total gain (loss) from commodity derivative contracts	(3,057)	(13,762)	902	640	
Net cash payments for commodity derivatives settled during the period	14,821	1,071	209	947	
Early settlement of commodity derivatives (1)	(8,745)				
Other non-cash items	(201)	(669)			
<b>Operating loss</b>	<b>\$ (39,308)</b>	<b>\$ (32,841)</b>	<b>\$ (20,630)</b>	<b>\$ (8,247)</b>	<b>\$ (438)</b>

(1) Due to its non-recurring nature, JPE excluded this transaction in calculating adjusted gross margin.

**Table of Contents****Selected Unaudited Pro Forma Condensed Consolidated Financial Information**

The following selected unaudited pro forma condensed consolidated balance sheet data as of September 30, 2016 reflects the Merger as if it occurred on September 30, 2016. The unaudited pro forma condensed consolidated statement of operations data for the nine months ended September 30, 2016 and the year ended December 31, 2015 reflect the Merger as if it occurred on January 1, 2015.

The following selected unaudited pro forma condensed consolidated financial information has been prepared for illustrative purposes only and is not necessarily indicative of what the combined organization's condensed consolidated financial position or results of operations actually would have been had the Merger been completed as of the dates indicated. In addition, the unaudited pro forma condensed consolidated financial information does not purport to project the future financial position or operating results of the combined organization. Future results may vary significantly from the results reflected because of various factors. The following selected unaudited pro forma condensed consolidated financial information should be read in conjunction with the section entitled "The Merger Unaudited Financial Projections of JPE" and related notes included in this proxy statement/prospectus.

**Unaudited Pro Forma Condensed Consolidated Balance Sheet Data as of September 30, 2016**

	<b>JPE Historical</b>	<b>AMID Historical</b>	<b>Pro Forma Adjustments</b>	<b>Pro Forma for Merger</b>
<b>Balance Sheet Data (at end of period)</b>				
Total assets	684,472	1,199,127	64,497	1,984,096
Long-term debt (including current portion)	159,933	\$ 672,694		832,627
Senior notes		57,746		57,746
Total equity	465,120	57,750	52,247	575,117

**Unaudited Pro Forma Condensed Consolidated Statement of Operations Data for Nine Months ended September 30, 2016**

	<b>JPE Historical</b>	<b>AMID Historical</b>	<b>Pro Forma Adjustments</b>	<b>Pro Forma for Merger</b>
<b>Income and Cash Flow Data</b>				
Revenue	\$ 351,065	\$ 165,220		516,285
Operating loss	(6,820)	(14,023)	(3,242)	(24,085)
Total basic and diluted earnings per common and subordinated unit from continuing operations	(0.33)	(0.91)		\$ (0.75)
Basic and diluted weighted-average number of units outstanding	36,634	30,979		51,108
Distributions per unit declared and paid	0.975	1.30(1)		

- (1) Distributions declared and paid each quarter related to prior quarter's earnings.



**Table of Contents*****Unaudited Pro Forma Condensed Consolidated Statement of Operations Data for Year Ended December 31, 2015***

	<b>JPE Historical</b>	<b>AMID Historical</b>	<b>Pro Forma Adjustments</b>	<b>Pro Forma for Merger</b>
<b>Income and Cash Flow Data</b>				
Revenue	\$ 680,585	\$ 236,358		\$ 916,943
Operating loss	(39,308)	(119,697)	(4,806)	\$ (163,811)
Total basic and diluted earnings per common and subordinated unit from continuing operations	(1.20)	(6.00)		\$ (4.10)
Basic and diluted weighted-average number of units outstanding	36,525	24,983		45,050
Distributions per unit declared and paid	1.279	1.89(1)		

(1) Distributions declared and paid during the year ended December 31, 2015.

**Table of Contents****Unaudited Comparative Per Unit Information*****Historical Per Unit Information of AMID and JPE***

The historical per unit information of AMID and JPE set forth in the table below is derived from the audited consolidated financial statements as of and for the year ended December 31, 2015 and the unaudited condensed consolidated financial statements as of and for the nine months ended September 30, 2016 for AMID and JPE.

***Pro Forma Combined Per Unit Information of AMID***

The unaudited pro forma combined per unit information of AMID set forth in the table below gives effect to the Merger as if it had been effective on January 1, 2015, in the case of income from continuing operations per unit and distributions data, and September 30, 2016, in the case of book value per unit data, and, in each case, assuming that a number of AMID Common Units equal to 0.5775 AMID Common Units, in the case of JPE Units owned by holders other than the Affiliated Unitholders, and 0.5225 AMID Common Units, in the case of JPE Units owned by the Affiliated Unitholders, have been issued in exchange for each outstanding JPE Common Unit and JPE Subordinated Unit other than those JPE Units held by GP Sub. The unaudited pro forma combined per unit information of AMID is derived from the audited consolidated financial statements as of and for the year ended December 31, 2015 and the unaudited condensed consolidated financial statements as of and for the nine months ended September 30, 2016 for each of AMID and JPE.

***General***

You should read the information set forth below in conjunction with the selected historical financial information of AMID and JPE included elsewhere in this proxy statement/prospectus and the historical financial statements and related notes of AMID and JPE that are incorporated into this proxy statement/prospectus by reference. See Selected Historical Financial Information of AMID, Selected Historical Financial Information of JPE and Where You Can Find More Information.

	<b>Nine Months Ended September 30, 2016 (per unit data)</b>	<b>For the Year ended December 31, 2015</b>
<b>Historical JPEP</b>		
Basic earnings per common and subordinated unit from continuing operations	\$ (0.33)	\$ (1.20)
Diluted earnings per common and subordinated unit from continuing operations	\$ (0.33)	\$ (1.20)
Distributions per unit declared for the period	\$ 0.975	\$ 1.279
Book value per unit common and subordinated	\$ 12.69	\$ 13.80
<b>Historical AMID</b>		
Basic earnings per common unit from continuing operations	\$ (0.91)	\$ (6.00)
Diluted earnings per common unit from continuing operations	\$ (0.91)	\$ (6.00)
Distributions per unit declared for the period	\$ 1.30	\$ 1.89
Book value per unit common	\$ 1.56	\$ 3.85
<b>Pro forma AMID</b>		

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Basic earnings per common unit from continuing operations	\$	(0.75)	\$	(4.10)
Diluted earnings per common unit from continuing operations	\$	(0.75)	\$	(4.10)
Distributions per unit declared for the period	\$	1.49	\$	2.09
Book value per unit common	\$	11.02		

**Table of Contents****Equivalent and Comparative Per Unit Information and Distributions**

The table below sets forth, for the calendar quarters indicated, the high and low sales prices per unit, as well as the distribution paid per unit, of AMID Common Units, which trade on the NYSE under the symbol AMID, and JPE Common Units, which trade on the NYSE under the symbol JPEP.

	Unaudited Comparative per Unit Information					
	JPEP Common Units			AMID Common Units		
	High	Low	Distribution	High	Low	Distribution
	(in dollars per unit)					
<b>2013</b>						
First Quarter (1)	\$	\$	\$	\$	\$	\$
Second Quarter	\$	\$	\$	\$ 23.00	\$ 15.65	\$ 0.4325
Third Quarter	\$	\$	\$	\$ 22.60	\$ 18.71	\$ 0.4325
Fourth Quarter	\$	\$	\$	\$ 28.80	\$ 17.51	\$ 0.4525
<b>2014</b>						
First Quarter	\$	\$	\$	\$ 28.95	\$ 22.62	\$ 0.4525
Second Quarter	\$	\$	\$	\$ 30.52	\$ 25.39	\$ 0.4625
Third Quarter	\$	\$	\$	\$ 32.01	\$ 27.86	\$ 0.4625
Fourth Quarter	\$ 20.71	\$ 10.55	\$ 0.3038(2)	\$ 29.65	\$ 18.22	\$ 0.4725
<b>2015</b>						
First Quarter	\$ 15.52	\$ 10.75	\$ 0.3250	\$ 21.17	\$ 15.71	\$ 0.4725
Second Quarter	\$ 15.00	\$ 10.75	\$ 0.3250	\$ 19.42	\$ 15.75	\$ 0.4725
Third Quarter	\$ 13.94	\$ 5.25	\$ 0.3250	\$ 16.71	\$ 9.01	\$ 0.4725
Fourth Quarter	\$ 8.98	\$ 3.91	\$ 0.3250	\$ 12.70	\$ 3.80	\$ 0.4725
<b>2016</b>						
First Quarter	\$ 6.17	\$ 1.89	\$ 0.3250	\$ 8.49	\$ 4.03	\$ 0.4725
Second Quarter	\$ 8.96	\$ 4.88	\$ 0.3250	\$ 14.00	\$ 6.18	\$ 0.4125
Third Quarter	\$ 10.08	\$ 6.49	\$ 0.3250	\$ 15.19	\$ 10.39	\$ 0.4125
Fourth Quarter	\$ 10.19	\$ 7.16	N/A	\$ 18.30	\$ 13.06	N/A
<b>2017</b>						
First quarter (3)	\$ 10.41	\$ 10.02	N/A	\$ 18.45	\$ 17.80	N/A

(1) No data is shown as High Point Infrastructure Partners, LLC, a controlled affiliate of AcrLight ( HPIP ), acquired its ownership interest in AMID on April 15, 2013.

(2) Represents the initial pro rata distribution of minimum quarterly distribution for the period October 7, 2014 to December 31, 2014.

(3) Through January 6, 2017.

The table below sets forth per unit closing prices of AMID Common Units and JPE Common Units on (i) October 21, 2016, the last trading day before the public announcement of the Merger, and (ii) on \_\_\_\_\_, the most recent practicable trading day before the date of this proxy statement/prospectus. The table also sets forth the equivalent market value per JPE Common Unit on such dates. The equivalent market value per JPE Common Unit and JPE Subordinated Unit has been determined by multiplying the closing prices of AMID Common Units on those dates by the exchange ratio of 0.5775 AMID Common Units per Non-Affiliated JPE Common Unit and 0.5225 AMID Common Units per JPE Common Units held by the Affiliated Unitholders.

	<b>JPE</b>		<b>Equivalent</b>	
	<b>Common</b>		<b>Market</b>	
	<b>AMID</b>		<b>Value per</b>	
	<b>Common</b>		<b>Non-</b>	
	<b>Units</b>		<b>Affiliated</b>	
			<b>JPE</b>	
			<b>Common</b>	
	<b>Units</b>		<b>Unit</b>	
<b>October 21, 2016</b>	<b>\$ 7.54</b>	<b>\$ 14.95</b>	<b>\$ 8.63</b>	<b>\$ 7.81</b>
<b>,</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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Although the Exchange Ratio is fixed, the market prices of AMID Common Units and JPE Common Units will fluctuate prior to the consummation of the Merger and the market value of the AMID Common Unit Merger consideration ultimately received by JPE Unitholders will depend on the closing price of AMID Common Units on the day the Merger is consummated. Thus, JPE Unitholders will not know the exact market value of the Merger consideration until the closing of the Merger.

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**RISK FACTORS**

In addition to the other information included or incorporated by reference in, and found in the annexes attached to, this proxy statement/prospectus, including the matters addressed under the section entitled *Special Note Concerning Forward-Looking Statements* beginning on page 48 of this proxy statement/prospectus, you should carefully consider the following risks before deciding whether to vote for adoption of the Merger Agreement. You should read and consider the risks associated with each of the businesses of AMID and JPE because these risks will relate to the combined company. Certain of these risks can be found in AMID's annual report on Form 10-K for the fiscal year ended December 31, 2015, and in AMID's quarterly report on Form 10-Q for the period ended September 30, 2016, each of which is incorporated by reference into this proxy statement/prospectus, and in JPE's annual report on Form 10-K for the fiscal year ended December 31, 2015, and in JPE's quarterly report on Form 10-Q for the period ended September 30, 2016, each of which is incorporated by reference into this proxy statement/prospectus. You should also consider the other information in this proxy statement/prospectus and the other documents incorporated by reference into this proxy statement/prospectus. See the section entitled *Where You Can Find More Information* beginning on page 203 of this proxy statement/prospectus.

**Risks Relating To The Merger**

***Because the market price of AMID Common Units will fluctuate prior to the consummation of the Merger, JPE Unitholders cannot be sure of the market value of the AMID Common Units they will receive as unit consideration relative to the value of JPE Common Units or JPE Subordinated Units they exchange.***

The market value of the unit consideration that JPE Unitholders will receive in the Merger will depend on the trading price of AMID Common Units at the closing of the Merger. The Exchange Ratio that determines the number of AMID Common Units that JPE Unitholders will receive as unit consideration in the Merger is fixed. This means that there is no mechanism contained in the Merger Agreement that would adjust the number of AMID Common Units that JPE Unitholders will receive as the unit consideration based on any decreases in the trading price of AMID Common Units. Unit price changes may result from a variety of factors (many of which are beyond AMID's or JPE's control), including:

changes in AMID's business, operations and prospects;

changes in market assessments of AMID's business, operations and prospects;

interest rates, general market, industry and economic conditions and other factors generally affecting the price of AMID Common Units; and

federal, state and local legislation, governmental regulation and legal developments in the businesses in which AMID operates.

Because the Merger will be completed after the Special Meeting, at the time of the meeting, you will not know the exact market value of the AMID Common Units that the JPE Unitholders will receive upon completion of the Merger. If the price of AMID Common Units at the closing of the Merger is less than the price of AMID Common Units on the date that the Merger Agreement was signed, then the market value of the unit consideration received by JPE

Unitholders will be less than contemplated at the time the Merger Agreement was signed.

*AMID and JPE may be unable to obtain the regulatory clearances required to complete the Merger or, in order to do so, AMID and JPE may be required to comply with material restrictions or satisfy material conditions.*

The Merger is subject to review by the Antitrust Division and the FTC under the HSR Act, and potentially by state regulatory authorities. The 30-day HSR waiting period expired on December 12, 2016. The closing of



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the Merger is subject to the condition that there is no law, injunction, judgment or ruling by a governmental authority in effect enjoining, restraining, preventing or prohibiting the Merger contemplated by the Merger Agreement. AMID and JPE can provide no assurance that all required regulatory clearances will be obtained. If a governmental authority asserts objections to the Merger, AMID or JPE may be required to divest some assets in order to obtain antitrust clearance. There can be no assurance as to the cost, scope or impact of the actions that may be required to obtain antitrust or other regulatory approval. If AMID or JPE takes such actions, it could be detrimental to it or to the combined organization following the consummation of the Merger. Furthermore, these actions could have the effect of delaying or preventing completion of the Merger or imposing additional costs on or limiting the revenues or cash available for distribution of the combined organization following the consummation of the Merger. See Proposal No. 1. The Merger Agreement Regulatory Matters.

The FTC could take action under the antitrust laws to prevent or rescind the Merger, require the divestiture of assets or seek other remedies. Additionally, state attorneys general could seek to block or challenge the Merger as they deem necessary or desirable in the public interest at any time, including after completion of the transaction. In addition, in some circumstances, a third party could initiate a private action under antitrust laws challenging or seeking to enjoin the Merger, before or after it is completed. AMID may not prevail and may incur significant costs in defending or settling any action under the antitrust laws.

***The Merger may not be consummated even if JPE Unitholders approve the Merger Agreement.***

The Merger Agreement contains conditions that, if not satisfied or waived, would result in the Merger not occurring, even though JPE Unitholders may have approved the Merger Agreement. In addition, JPE and AMID can agree not to consummate the Merger even if JPE Unitholders approve the Merger Agreement and the conditions to the closing of the Merger are otherwise satisfied.

***JPE is subject to provisions that limit its ability to pursue alternatives to the Merger, which could discourage a potential competing acquirer of JPE from making a favorable alternative transaction proposal and, in specified circumstances under the Merger Agreement, would require JPE to reimburse AMID's out-of-pocket expenses, in certain circumstances up to \$5 million, and pay a termination fee to AMID of \$10 million.***

Under the Merger Agreement, JPE is restricted from entering into alternative transactions. Unless and until the Merger Agreement is terminated, subject to specified exceptions (which are discussed in more detail in Proposal No. 1. The Merger Agreement No Solicitation by JPE of Alternative Proposals ), JPE is restricted from soliciting, initiating, knowingly facilitating, knowingly encouraging or knowingly inducing or negotiating, any inquiry or proposal for a competing acquisition proposal with any person. In addition, JPE may not grant approval to any person to acquire 20% or more of any class of its outstanding units without such person losing the ability to vote on any matter under the JPE partnership agreement. Under the Merger Agreement, in the event of a potential change by the JPE GP Board of its recommendation with respect to the Merger in light of a superior proposal, JPE must provide AMID with three days notice to allow AMID to propose an adjustment to the terms and conditions of the Merger Agreement. These provisions could discourage a third party that may have an interest in acquiring all or a significant part of JPE from considering or proposing that acquisition, even if such third party were prepared to pay consideration with a higher per unit market value than the merger consideration, or might result in a potential competing acquirer of JPE proposing to pay a lower price than it would otherwise have proposed to pay because of the added expense of the termination fee that may become payable in specified circumstances.

If the Merger Agreement is terminated under specified circumstances, including if the JPE Unitholder approval is not obtained, then JPE will be required to pay all of the reasonable documented out-of-pocket expenses incurred by AMID and its controlled affiliates in connection with the Merger Agreement and the transactions contemplated

thereby, in certain circumstances, up to a maximum amount of \$5 million. In addition, if the Merger Agreement is terminated in specified circumstances, including due to an adverse recommendation change by the JPE GP Board having occurred, JPE will be required to pay AMID a termination fee of \$10

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million, less any expenses previously paid by JPE. Following payment of the termination fee, JPE will not be obligated to pay any additional expenses incurred by AMID or its affiliates. See Proposal No. 1. The Merger Agreement Expenses and Termination Fee. For a discussion of the restrictions on soliciting or entering into a takeover proposal or alternative transaction and the ability of the JPE GP Board to change its recommendation, see Proposal No. 1. The Merger Agreement No Solicitation by JPE of Alternative Proposals and Change in JPE GP Board Recommendation.

***AMID or JPE may have difficulty attracting, motivating and retaining executives and other employees in light of the Merger.***

Uncertainty about the effect of the Merger on AMID or JPE employees may have an adverse effect on the combined organization. This uncertainty may impair these companies' ability to attract, retain and motivate personnel until the Merger is completed. Employee retention may be particularly challenging during the pendency of the Merger, as employees may feel uncertain about their future roles with the combined organization. In addition, JPE may have to provide additional compensation in order to retain employees. If employees of JPE depart because of issues relating to the uncertainty and difficulty of integration or a desire not to become employees of the combined organization, the combined organization's ability to realize the anticipated benefits of the Merger could be reduced.

***AMID and JPE are subject to business uncertainties and contractual restrictions while the Merger is pending, which could adversely affect each party's business and operations.***

In connection with the pending Merger, it is possible that some customers, suppliers and other persons with whom AMID or JPE have business relationships may delay or defer certain business decisions or might decide to seek to terminate, change or renegotiate their relationship with AMID or JPE as a result of the Merger, which could negatively affect AMID's and JPE's respective revenues, earnings and cash available for distribution, as well as the market price of AMID Common Units and JPE Common Units, regardless of whether the Merger is completed.

Under the terms of the Merger Agreement, each of AMID and JPE is subject to certain restrictions on the conduct of its business prior to completing the Merger, which may adversely affect its ability to execute certain of its business strategies. Such limitations could negatively affect each party's businesses and operations prior to the completion of the Merger. Furthermore, the process of planning to integrate two businesses and organizations for the post-merger period can divert management attention and resources and could ultimately have an adverse effect on each party. For a discussion of these restrictions, see Proposal No. 1. The Merger Agreement Conduct of Business Pending the Consummation of the Merger.

However, each of AMID and JPE are permitted to engage in certain activities and transactions prior to completion of the Merger, such as certain financings, incurrence of indebtedness, issuances of equity, sales of assets and acquisitions. Any of these transactions could affect the current and future financial and operating results of each company and the combined company.

***The Merger is subject to conditions, including certain conditions that may not be satisfied on a timely basis, if at all. Failure to complete the Merger, or significant delays in completing the Merger, could negatively affect the trading prices of AMID Common Units and JPE Common Units and the future business and financial results of AMID and JPE.***

The completion of the Merger is subject to a number of conditions. The completion of the Merger is not assured and is subject to risks, including the risk that approval of the Merger by JPE Unitholders or by governmental agencies is not obtained or that other closing conditions are not satisfied. If the Merger is not completed, or if there are significant

delays in completing the Merger, the trading prices of AMID Common

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Units and JPE Common Units and the respective future business and financial results of AMID and JPE could be negatively affected, and each of them will be subject to several risks, including the following:

the parties may be liable for damages to one another under the terms and conditions of the Merger Agreement;

negative reactions from the financial markets, including declines in the price of AMID Common Units or JPE Common Units due to the fact that current prices may reflect a market assumption that the Merger will be completed; and

the attention of management of AMID and JPE will have been diverted to the Merger rather than each organization's own operations and pursuit of other opportunities that could have been beneficial to that organization.

***JPE's and AMID's financial estimates are based on various assumptions that may not be realized.***

The financial estimates set forth in the forecasts included under "The Merger - Unaudited Financial Projections of JPE and The Merger - Unaudited Financial Projections of AMID" were based on assumptions of, and information available to, JPE's and AMID's managements when prepared and these estimates and assumptions are subject to uncertainties, many of which are beyond JPE's and AMID's control and may not be realized. Many factors mentioned in this proxy statement/prospectus, including the risks outlined in this "Risk Factors" section and the events or circumstances described under "Special Note Concerning Forward-Looking Statements," will be important in determining JPE's and AMID's future results. As a result of these contingencies, actual future results may vary materially from JPE's and AMID's estimates. In view of these uncertainties, the inclusion of JPE's and AMID's financial estimates in this proxy statement/prospectus is not and should not be viewed as a representation that the forecasted results will necessarily reflect actual future results.

JPE's and AMID's financial estimates were not prepared with a view toward public disclosure, and such financial estimates were not prepared with a view toward compliance with published guidelines of any regulatory or professional body. Further, any forward-looking statement speaks only as of the date on which it is made, and neither JPE nor AMID undertakes any obligation, other than as required by applicable law, to update its financial estimates herein to reflect events or circumstances after the date those financial estimates were prepared or to reflect the occurrence of anticipated or unanticipated events or circumstances.

The financial estimates of JPE and AMID included in this proxy statement/prospectus have been prepared by, and are the responsibility of, JPE and AMID, respectively. Moreover, neither JPE's nor AMID's independent accountants, nor any other independent accountants, have compiled, examined or performed any procedures with respect to JPE's or AMID's prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and, accordingly, such independent registered public accounting firm assumes no responsibility for, and disclaims any association with, JPE's and AMID's prospective financial information. The reports of such independent registered public accounting firm incorporated by reference herein relates exclusively to the historical financial information of the entities named in those reports and do not cover any other information in this proxy statement/prospectus and should not be read to do so. See "The Merger - Unaudited Financial Projections of JPE" and "The Merger - Unaudited Financial Projections of AMID" for more information.

***The number of outstanding AMID Common Units will increase as a result of the Merger, which could make it more difficult for AMID to pay the current level of quarterly distributions.***

As of December 31, 2016, there were approximately 31.2 million AMID Common Units outstanding. AMID will issue approximately 20.1 million AMID Common Units in connection with the Merger. Accordingly, the aggregate dollar amount required to pay the current per unit quarterly distribution on all AMID Common Units will increase, which could increase the likelihood that AMID will not have sufficient funds to pay the current level of quarterly distributions to all AMID Unitholders. Using a \$0.4125 per AMID Common Unit distribution

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(the distribution AMID had declared with respect to the third fiscal quarter of 2016 to be paid on November 14, 2016 to holders of record as of November 3, 2016) the aggregate cash distribution paid to AMID Unitholders totaled approximately \$13.1 million, including a distribution to AMID GP in respect of its general partner interest and ownership of incentive distribution rights. The combined pro forma AMID distribution with respect to the third fiscal quarter of 2016, had the Merger been completed prior to such distribution, would have resulted in \$0.4125 per unit being distributed on approximately 51.4 million AMID Common Units, or a total of approximately \$21.5 million including a distribution of \$0.3 million to AMID GP in respect of its general partner interest and incentive distribution rights. As a result, AMID would have been required to distribute an additional \$8.3 million in order to maintain the distribution level of \$0.4125 per AMID Common Unit payable with respect to the third fiscal quarter of 2016.

***No ruling has been obtained with respect to the U.S. federal income tax consequences of the Merger.***

No ruling has been or will be requested from the IRS with respect to the U.S. federal income tax consequences of the Merger. Instead, AMID and JPE are relying on the opinions of their respective counsel as to the U.S. federal income tax consequences of the Merger, and such counsel's conclusions may not be sustained if challenged by the IRS. See Material U.S. Federal Income Tax Consequences of the Merger.

***The expected U.S. federal income tax consequences of the Merger are dependent upon AMID and JPE being treated as partnerships for U.S. federal income tax purposes.***

The treatment of the Merger as nontaxable to holders of JPE Common Units and JPE Subordinated Units is dependent upon AMID being treated as a partnership for U.S. federal income tax purposes. If AMID were treated as a corporation for U.S. federal income tax purposes, the consequences of the Merger would be materially different and the Merger would likely be a fully taxable transaction to holders of JPE Common Units and JPE Subordinated Units.

***Holders of JPE Common Units and JPE Subordinated Units could recognize taxable income or gain for U.S. federal income tax purposes, in certain circumstances, as a result of the Merger.***

For U.S. federal income tax purposes, each holder of JPE Common Units and JPE Subordinated Units (other than GP Sub) will be deemed to contribute its JPE Common Units or JPE Subordinated Units to AMID in exchange for AMID Common Units and the deemed assumption by AMID of each such JPE Unitholder's share of JPE's liabilities. The deemed assumption by AMID of such liabilities will trigger gain or loss to such JPE Unitholders to the extent that such amounts are treated as a "disguised sale" of property, rather than as a non-taxable contribution of JPE Common Units or JPE Subordinated Units to AMID in exchange for AMID Common Units. In addition, as a result of the Merger, the holders of JPE Common Units and JPE Subordinated Units who receive AMID Common Units will become limited partners of AMID and will be allocated a share of AMID's nonrecourse liabilities. Each holder of JPE Common Units and JPE Subordinated Units will be treated as receiving a deemed cash distribution equal to the net reduction in the amount of nonrecourse liabilities allocated to such JPE Unitholder (as adjusted to take into account any nonrecourse liabilities included in the Section 707 Consideration (as defined below)). If the amount of such deemed cash distribution received by a holder of JPE Common Units or JPE Subordinated Units exceeds such JPE Unitholder's basis in AMID Common Units immediately after the Merger, after reduction to account for any basis allocable to the portion of such unitholder's JPE Common Units or JPE Subordinated Units deemed sold as a result of the receipt of Section 707 Consideration, such JPE Unitholder will recognize gain in an amount equal to such excess. The amount and effect of any gain that may be recognized by holders of JPE Common Units and JPE Subordinated Units will depend on such unitholder's particular situation, including the ability of such unitholder to utilize any suspended passive losses.

Moreover, each Affiliated Unitholder and all other JPE Unitholders that hold JPE Common Units or JPE Subordinated Units (other than GP Sub) will be entitled to receive AMID Common Units in the Merger in



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exchange for such holder's JPE Common Units or JPE Subordinated Units at the applicable Exchange Ratio (as described in the preceding paragraph). The applicable Exchange Ratio is higher with respect to all JPE Unitholders other than the Affiliated Unitholder, which will result in such JPE Unitholders receiving a greater number of AMID Common Units for each JPE Common Unit or JPE Subordinate Unit than the Affiliated Unitholder will receive. As a result there is a risk that a portion of the AMID Common Units received by each JPE Unitholder, other than Affiliated Unitholders or GP Sub, will be deemed for U.S. federal income tax purposes to have been received as a disproportionate amount of consideration in the Merger that would be treated as a taxable transfer to such JPE Unitholder. For additional information, please read "Material U.S. Federal Income Tax Consequences of the Merger" "Tax Consequences of the Mergers to JPE Common and JPE Subordinated Unitholders" and "Risks Relating to the Merger."

## **Risk Factors Relating to the Combined Company Following the Merger**

### ***AMID and JPE will incur substantial transaction-related costs in connection with the Merger.***

AMID and JPE expect to incur a number of non-recurring transaction-related costs associated with completing the Merger, combining the operations of the two organizations and achieving desired synergies. These fees and costs will be substantial. Non-recurring transaction costs include, but are not limited to, fees paid to legal, financial and accounting advisors, filing fees and printing costs. Additional unanticipated costs may be incurred in the integration of the businesses of AMID and JPE. There can be no assurance that the elimination of certain duplicative costs, as well as the realization of other efficiencies related to the integration of the two businesses, will offset the incremental transaction-related costs over time. Additionally, if Magnolia does not satisfy its obligations under the Financial Support Agreement, the costs may be substantial. Thus, any net benefit may not be achieved in the near term, the long term or at all.

### ***Failure to successfully combine the businesses of AMID and JPE in the expected time frame may adversely affect the future results of the combined organization, and, consequently, the value of the AMID Common Units that JPE Unitholders receive as part of the Merger consideration.***

The success of the Merger will depend, in part, on the ability of AMID to realize the anticipated benefits and synergies from combining the businesses of AMID and JPE. To realize these anticipated benefits, the businesses must be successfully combined. If the combined organization is not able to achieve these objectives, or is not able to achieve these objectives on a timely basis, the anticipated benefits of the Merger may not be realized fully or at all. In addition, the actual integration may result in additional and unforeseen expenses, which could reduce the anticipated benefits of the Merger. These integration difficulties could result in declines in the market value of AMID Common Units and, consequently, result in declines in the market value of the AMID Common Units that JPE Unitholders receive as part of the Merger consideration.

## **Risks Relating To JPE**

### ***Directors and executive officers of JPE have certain interests that are different from those of JPE Unitholders generally.***

Directors and executive officers of JPE are participants in other arrangements that give them interests in the Merger that may be different from, or be in addition to, your interests as a unitholder of JPE. You should consider these interests in voting on the Merger. These different interests are described under "The Merger" "Interests of Directors and Executive Officers of JPE in the Merger."

***If the Merger is approved by JPE Unitholders, the date that JPE Unitholders will receive the Merger consideration is uncertain.***

As described in this proxy statement/prospectus, completing the Merger is subject to several conditions, not all of which are controllable or waiveable by AMID or JPE. Accordingly, if the Merger is approved by JPE Unitholders, the date that JPE Unitholders will receive the Merger consideration depends on the completion date of the Merger, which is uncertain.

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***JPE Unitholders will have a reduced ownership after the Merger and will exercise less influence over management.***

When the Merger occurs, each JPE Unitholder that receives AMID Common Units will become a unitholder of AMID with a percentage ownership of the combined organization that is much smaller than such unitholder's percentage ownership of JPE. In addition, AMID Unitholders have only limited voting rights on matters affecting AMID's business and, therefore, limited ability to influence management's decisions regarding AMID's business. Because of this, JPE Unitholders will have less influence on the management and policies of AMID than they have now on the management and policies of JPE.

***AMID common units to be received by JPE Unitholders as a result of the Merger have different rights from JPE Common Units.***

Following completion of the Merger, JPE Unitholders will no longer hold JPE Common Units, but will instead be unitholders of AMID. There are important differences between the rights of JPE Unitholders and the rights of AMID Unitholders. See [Comparison of Unitholder Rights](#) for a discussion of the different rights associated with AMID Common Units and JPE Common Units.

**Risks Relating to the Ownership of AMID Common Units**

In addition to the risks described above, AMID is, and will continue to be, subject to the risks described in AMID's Annual Report on Form 10-K for the fiscal year ended December 31, 2015 as updated by any subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, all of which are filed with the SEC and incorporated by reference into this proxy statement/prospectus. See [Where You Can Find More Information](#) for the location of information incorporated by reference in this proxy statement/prospectus.

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**SPECIAL NOTE CONCERNING FORWARD-LOOKING STATEMENTS**

This document and the documents incorporated herein by reference contain forward-looking statements. Statements identified by words such as expects, anticipates, intends, plans, believes, seeks, estimates, targets, creates, may or words of similar meaning generally are intended to identify forward-looking statements. These statements are based upon the current beliefs and expectations of AMID's and JPE's management and are inherently subject to significant business, economic and competitive risks and uncertainties, many of which are beyond their respective control. These forward-looking statements are subject to a number of factors, assumptions, risks and uncertainties which could cause AMID's, JPE's or the combined company's actual results and experience to differ from the anticipated results and expectations expressed in such forward-looking statements, and such differences may be material. In addition, these forward-looking statements are subject to assumptions with respect to future business strategies and decisions that are subject to change. These factors, assumptions, risks and uncertainties include, but are not limited to:

JPE's Unitholders may fail to approve the Merger Agreement and the Merger, on the expected timeframe or at all;

conditions to the closing of the Merger Agreement may not be satisfied on the expected time frame or at all;

the Merger may involve unexpected costs, liabilities or delays;

governmental approvals of the Merger may not be obtained on the proposed terms or expected timeframe;

the terms of the Merger Agreement may need to be modified to satisfy such approvals or conditions;

the businesses of AMID and JPE may not be integrated successfully or the integration may be more difficult, time-consuming or costly than expected;

the expected growth opportunities, costs savings or other benefits from Merger may not be fully realized or may take longer to realize than expected;

revenues following the transaction may be lower than expected as a result of losses of customers or other reasons;

operating costs, customer loss and business disruption following the Merger, including difficulties in maintaining relationships with employees, may be greater than expected;

reputational risks and the reaction of the companies' customers to the Merger;

diversion of management time on Merger related issues;

customer acceptance of the combined company's products and services;

the outcome of any legal proceeding relating to the Merger;

the availability of, ability to consummate, acquisition or combination opportunities;

any changes in the strategy of AMID, JPE or the anticipated strategy of the combined company

the occurrence of a natural disaster, catastrophe, terrorist attack or other event, including attacks on electronic and computer systems;

tightened capital markets or other factors that increase cost of capital or limit access to capital;

the level of creditworthiness of, and performance by, the customers and counter parties of AMID and JPE;

the use of derivative financial instruments to hedge commodity and interest rate risks;

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industry changes including the impact of consolidations and changes in competition among natural gas midstream companies;

changes in governmental regulation or enforcement practices with respect to the midstream sector of the natural gas industry, especially with respect to environmental, health and safety matters;

dispositions of assets currently owned by AMID or JPE following completion of the Merger, which assets may have been material to AMID or JPE or the combined company;

transactions by AMID or JPE prior to completion of the Merger, including certain financings, issuance of equity, sales of assets or acquisitions;

environmental liabilities or events that are not covered by an indemnity, insurance or existing reserves;

changes in regional, national and worldwide prices of crude oil, natural gas, NGLs and refined products;

fluctuations in consumer demand for refined products, natural gas and NGLs, including seasonal fluctuations;

risks and uncertainties relating to general domestic and international economic (including inflation, interest rates and financial and credit markets) and political conditions; and

any distribution increase by AMID or JPE.

Additional factors that could cause AMID's and JPE's results to differ materially from those described in the forward-looking statements can be found in AMID and JPE's reports (such as Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K) filed with the SEC and available at the SEC's website ([www.sec.gov](http://www.sec.gov)). All subsequent written and oral forward-looking statements concerning AMID, JPE, or the Merger or other matters that are attributable to AMID, JPE or any person acting on either of their behalf are expressly qualified in their entirety by the cautionary statements above. In view of these uncertainties, AMID and JPE caution that investors should not place undue reliance on any forward-looking statements. Further, any forward-looking statement speaks only as of the date on which it is made, and, except as required by law, AMID and JPE do not undertake any obligation to update any forward-looking statements, whether written or oral, to reflect circumstances or events that occur after the date the forward-looking statements are made.

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**PARTIES TO THE MERGER**

**American Midstream Partners, LP**

2103 CityWest Blvd., Bldg. 4, Suite 800

Houston, TX 77042

(713) 815-3900

AMID is a growth-oriented Delaware limited partnership that was formed in August 2009 to own, operate, develop and acquire a diversified portfolio of midstream energy assets. It is engaged in the business of gathering, treating, processing, and transporting natural gas; gathering, transporting, storing, treating and fractionating NGLs; gathering, storing and transporting crude oil and condensates; and storing specialty chemical products, all through its ownership and operation of twelve gathering systems, five processing facilities, three fractionation facilities, three marine terminal sites, three interstate pipelines, five intrastate pipelines and one crude oil pipeline. Its primary assets, which are strategically located in Alabama, Georgia, Louisiana, Mississippi, North Dakota, Tennessee, Texas, and the Gulf of Mexico, provide critical infrastructure that links producers of natural gas, crude oil, NGLs, condensate and specialty chemicals to numerous intermediate and end-use markets. It currently operates more than 3,000 miles of pipelines that gather and transport over 1 Bcf/d of natural gas and operate approximately 2.4 million barrels of storage capacity across three marine terminal sites.

Its operations are organized into three segments: i) Gathering and Processing, ii) Transmission and iii) Terminals. In its Gathering and Processing segment, it receives fee-based and fixed-margin compensation for gathering, processing, transporting and treating natural gas and crude oil. In its Transmission segment, the majority of the segment gross margin is generated by firm capacity reservation charges and interruptible transportation services from throughput volumes on AMID's interstate and intrastate pipelines. In its Terminals segment, AMID generally receives fee-based compensation under guaranteed firm storage contracts, throughput fees charged to its customers when their products are either received or disbursed, and other operational charges associated with ancillary services provided to its customers, such as excess throughput, steam heating, truck weighing, etc.

**American Midstream GP, LLC**

2103 CityWest Blvd., Bldg. 4, Suite 800

Houston, TX 77042

(713) 815-3900

AMID GP is the general partner of AMID. Its board of directors and executive officers manage AMID. AMID GP is 95% owned by HPIP and 5% owned by Magnolia. Through HPIP, ArcLight controls AMID GP. It holds assets primarily in a number of wholly owned limited liability companies, two limited partnerships and a corporation.

**Argo Merger Sub, LLC**

c/o American Midstream Partners, LP

2103 CityWest Blvd., Bldg. 4, Suite 800

Houston, TX 77042

(713) 815-3900

Argo Merger Sub, LLC, a Delaware limited liability company and a wholly owned subsidiary of AMID, was formed solely for the purpose of facilitating the Merger. AMID Merger Sub has not carried on any activities



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or operations to date, except for those activities incidental to its formation and undertaken in connection with the transactions contemplated by the Merger Agreement. By operation of the Merger, AMID Merger Sub will be merged with and into JPE, with JPE surviving the Merger as a wholly owned subsidiary of AMID.

**Argo GP Sub, LLC**

c/o American Midstream Partners, LP

2103 CityWest Blvd., Bldg. 4, Suite 800

Houston, TX 77042

(713) 815-3900

Argo GP Sub, LLC, a Delaware limited liability company and a wholly owned subsidiary of AMID GP, was formed solely for the purpose of facilitating the GP Merger. Merger Sub GP has not carried on any activities or operations to date, except for those activities incidental to its formation and undertaken in connection with the transactions contemplated by the GP Merger Agreement. By operation of the GP Merger, Merger Sub GP will be merged with and into JPE GP, with JPE GP surviving the GP Merger as a wholly owned subsidiary of AMID GP.

**Argo Merger GP Sub, LLC**

c/o American Midstream Partners, LP

2103 CityWest Blvd., Bldg. 4, Suite 800

Houston, TX 77042

(713) 815-3900

Argo Merger GP Sub, LLC, a Delaware limited liability company and a wholly owned subsidiary of AMID, was formed solely for the purpose of acquiring 0.1% of the issued and outstanding JPE Common Units and becoming the sole general partner of JPE following the Merger. GP Sub has not carried on any activities or operations to date, except for those activities incidental to its formation and undertaken in connection with the transactions contemplated by the Merger Agreement. In connection with the Mergers, GP Sub will be admitted as the sole general partner of JPE. GP Sub will continue to own 0.1% of the outstanding limited partner interests in JPE after the closing of the Merger.

**JP Energy Partners LP**

600 East Las Colinas Blvd, Suite 2000

Irving, Texas 75039

(972) 444-0300

JPE is a growth-oriented limited partnership formed in May 2010 by members of its management and further capitalized by ArcLight to own, operate, develop and acquire a diversified portfolio of midstream energy assets. JPE s

operations currently consist of three business segments: (i) crude oil pipelines and storage, (ii) refined products terminals and storage and (iii) NGL distribution and sales. Together its businesses provide midstream infrastructure solutions for the growing supply of crude oil, refined products and NGLs in the United States. JPE's primary business strategy is to focus on (i) owning, operating and developing midstream assets serving two of the most prolific shale plays in the United States, as well as serving key crude oil, refined product and NGL distribution hubs and (ii) providing midstream infrastructure solutions to users of liquid petroleum products in order to capitalize on changing product flows between producing and consuming markets resulting from the growth in hydrocarbon production across the United States.

JPE is focused on growing its business through organic development, acquiring and constructing additional midstream infrastructure assets and increasing the utilization of its existing assets to gather, transport, store and distribute crude oil, refined products and NGLs. JPE's crude oil businesses are situated in highly prolific areas, including the Permian Basin and Eagle Ford shale, and provide JPE with a footprint to increase its volumes if these areas experience further drilling and production growth. In addition, JPE believes it has a competitive

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advantage with regard to the sourcing of opportunities to build, own and operate additional crude oil pipelines due to the insights in the market that it obtains while providing services to customers in its crude oil supply and logistics operations within its crude oil pipelines and storage segment. JPE believes that its NGL distribution and sales segment will continue to grow due to its recent expansion into new geographic markets, an increased market presence in its existing areas of operation and the increase in industrial and commercial applications for NGLs such as in oilfield and agricultural services.

**JP Energy GP II LLC**

600 East Las Colinas Blvd, Suite 2000

Irving, Texas 75039

(972) 444-0300

JPE GP is the general partner of JPE. Its board of directors and executive officers manage JPE. AL Lonestar owns and controls JPE GP. ArcLight Capital manages ArcLight, which controls JPE GP through its ownership and control of AL Lonestar. Immediately prior to the parties entry into the Merger Agreement and the GP Merger Agreement, members of JPE management contributed their ownership interests in JPE GP to Phoenix CB Capital JP GP LLC, a Delaware limited liability company ( Phoenix CB Capital ), and Phoenix CB Capital entered into an Asset Purchase Agreement, dated as of October 23, 2016, with AL Lonestar pursuant to which Phoenix CB Capital sold such interests in JPE GP to AL Lonestar.

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**THE JPE SPECIAL UNITHOLDER MEETING**

JPE is providing this proxy statement/prospectus to its unitholders in connection with the solicitation of proxies to be voted at the Special Meeting of unitholders that JPE has called for, among other things, the purpose of holding a vote upon a proposal to adopt and approve the Merger Agreement and the transactions contemplated thereby and at any adjournment or postponement thereof. This proxy statement/prospectus constitutes a proxy statement of JPE in connection with the Special Meeting of JPE Unitholders and a prospectus for AMID in connection with the issuance by AMID of AMID Common Units in connection with the Merger. This proxy statement/prospectus is first being mailed to JPE's Unitholders on or about \_\_\_\_\_, \_\_\_\_\_ and provides JPE Unitholders with the information they need to know to be able to vote or instruct their vote to be cast at the Special Meeting of JPE Unitholders.

**Date, Time and Place of the Special Meeting**

The Special Meeting is scheduled to be held at \_\_\_\_\_, on \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_, Central Standard Time.

**Matters to be Considered at the Special Meeting**

At the Special Meeting, JPE Unitholders will be asked to consider and vote on the following proposals:

*Merger Proposal.* To adopt and approve the Merger Agreement;

*Adjournment Proposal.* To approve the adjournment of the Special Meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt and approve the Merger Agreement and approve the transactions contemplated by the Merger Agreement, including the Merger, at the time of the Special Meeting; and

*Advisory Compensation Proposal.* To approve, on an advisory (non-binding) basis, the compensation that may be paid or become payable to JPE's named executive officers in connection with the Merger.

**Recommendation of the JPE GP Board**

The JPE GP Board unanimously determined that the Merger Agreement and the transactions contemplated by the Merger Agreement are advisable and in the best interests of JPE and has approved the Merger Agreement and the Merger. The JPE GP Board recommends that JPE Unitholders vote **FOR** the Merger Proposal, that holders of JPE Common Units vote **FOR** the Adjournment Proposal, if necessary or appropriate, and that holders of JPE Common Units vote **FOR** the Advisory Compensation Proposal.

In considering the recommendation of the JPE GP Board with respect to the Merger Agreement and the transactions contemplated thereby, you should be aware that some of JPE's directors and executive officers may have interests that are different from, or in addition to, the interests of JPE Unitholders more generally. See **The Merger** **Interests of Directors and Executive Officers of JPE in the Merger**.

**Who Can Vote at the Special Meeting**

The record date for the Special Meeting is \_\_\_\_\_, \_\_\_\_\_. Only JPE Unitholders of record at the close of business on the record date will be entitled to receive notice of and to vote at the Special Meeting or any adjournment or postponement of the meeting.

As of the close of business on the record date of \_\_\_\_\_, \_\_\_\_\_, there were approximately \_\_\_\_\_ JPE Common Units and 18,122,904 JPE Subordinated Units outstanding and entitled to vote at the Special Meeting. Each holder of JPE Common Units or JPE Subordinated Units entitled to vote at the Special Meeting may cast one vote for each JPE Common Unit or each JPE Subordinated Unit that such holder owned on the close of business on the record date.

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If at any time any person or group (other than JPE GP and its affiliates) beneficially owns 20% or more of any class of JPE units, such person or group loses voting rights on all of its units and such units will not be considered outstanding. This loss of voting rights does not apply to (i) any person or group who acquired 20% or more of any class of JPE units from JPE GP or its affiliates (other than JPE), (ii) any person or group who directly or indirectly acquired 20% or more of any class of JPE units from that person or group described in clause (i) provided JPE GP notified such transferee that such loss of voting rights did not apply, or (iii) any person or group who acquired 20% or more of any class of units issued by JPE with the prior approval of the JPE GP Board.

A complete list of JPE Unitholders entitled to vote at the Special Meeting will be available for inspection at the principal place of business of JPE during regular business hours for a period of no less than ten days before the Special Meeting and at the place of the Special Meeting during the meeting.

## **Quorum**

A quorum of unitholders represented in person or by proxy at the Special Meeting is required to vote on adoption of the Merger Agreement at the Special Meeting, but not to vote on approval of any adjournment of the meeting. At least a majority of the outstanding JPE Common Units and at least a majority of the outstanding JPE Subordinated Units must be represented in person or by proxy at the meeting in order to constitute a quorum. Any abstentions and broker non-votes will be considered to be present at the meeting for purposes of determining whether a quorum is present at the Special Meeting.

## **Vote Required for Approval**

The affirmative vote of holders of at least a majority of the outstanding Non-Affiliated JPE Common Units is required to approve and adopt the Merger Agreement and approve the Merger. As of the record date, there were Non-Affiliated JPE Common Units outstanding. For purposes of determining whether the Merger Agreement and the Merger have been approved and adopted by the Non-Affiliated JPE Common Units, JPE Common Units held by directors and officers of JPE GP and their affiliates will not be counted toward the required majority vote of outstanding Non-Affiliated JPE Common Units. The affirmative vote of a majority of the Non-Affiliated JPE Common Units would be deemed to approve the Merger for all purposes of Section 7.9(a) of the JPE partnership agreement. The affirmative vote of holders of at least a majority of the outstanding JPE Subordinated Units is also required to approve and adopt the Merger Agreement and the Merger. The Affiliated Unitholders and certain members of JPE management, which collectively own 90.1% of the JPE Subordinated Units entitled to vote at the Special Meeting, have agreed to vote all of such JPE Subordinated Units in favor of approval of the Merger Proposal and any other matter necessary for the consummation of the Merger.

The affirmative vote of holders of at least a majority of the outstanding JPE Common Units is required to approve the adjournment of the Special Meeting, if necessary, to solicit additional proxies if there are not sufficient votes to adopt and approve the Merger Agreement and the transactions contemplated thereby, including the Merger, at the time of the Special Meeting if a quorum is present at the meeting; provided that, if a quorum is not present at the meeting, the affirmative vote of holders of a majority of the outstanding JPE Common Units entitled to vote at such meeting represented either in person or by proxy is required to approve the proposal.

The affirmative vote of holders of at least a majority of the outstanding JPE Common Units is required to approve, on an advisory (non-binding) basis, the compensation that may be paid or become payable to JPE's named executive officers in connection with the Merger.

Abstentions will have the same effect as votes AGAINST approval and if you fail to cast your vote in person or by proxy or fail to give voting instructions to your broker, bank or other nominee and are otherwise represented in person or by proxy, it will have the same effect as a vote AGAINST the proposal.

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### **Unit Ownership of and Voting by JPE GP's Directors and Executive Officers and their Affiliates**

For purposes of determining whether the Merger Agreement and the Merger have been approved and adopted by the Non-Affiliated JPE Common Units, JPE Common Units held by directors and officers of JPE GP and their affiliates will not be counted.

**At the close of business on the record date for the Special Meeting, JPE GP's directors and executive officers and their affiliates (including the Affiliated Unitholders) beneficially owned 16,334,997 JPE Subordinated Units, which represent approximately 90.1% of the JPE Subordinated Units entitled to vote at the Special Meeting, and have agreed to vote all of such JPE Subordinated Units in favor of approval of the Merger Proposal and any other matter necessary for the consummation of the Merger.**

### **Voting of Units by Holders of Record**

If you are entitled to vote at the Special Meeting and hold your units in your own name, you can submit a proxy or vote in person by completing a ballot at the Special Meeting. However, JPE encourages you to submit a proxy before the Special Meeting even if you plan to attend the Special Meeting in order to ensure that your units are voted. A proxy is a legal designation of another person to vote your JPE Units on your behalf. If you hold units in your own name, you may submit a proxy for your units by:

calling the toll-free number specified on the enclosed proxy card and follow the instructions when prompted;

accessing the Internet website specified on the enclosed proxy card and follow the instructions provided to you; or

filling out, signing and dating the enclosed proxy card and mailing it in the prepaid envelope included with these proxy materials.

When a unitholder submits a proxy by telephone or through the Internet, his or her proxy is recorded immediately. JPE encourages its unitholders to submit their proxies using these methods whenever possible. If you submit a proxy by telephone or the Internet website, please do not return your proxy card by mail.

All units represented by each properly executed and valid proxy received before the Special Meeting will be voted in accordance with the instructions given on the proxy. If a JPE Unitholder executes a proxy card without giving instructions, the JPE Units represented by that proxy card will be voted as the JPE GP Board recommends. The JPE GP Board recommends that JPE Unitholders vote **FOR** the Merger Proposal, that holders of JPE Common Units vote **FOR** the Adjournment Proposal, if necessary or appropriate, and that holders of JPE Common Units vote **FOR** the Advisory Compensation Proposal.

Your vote is important. Accordingly, please submit your proxy by telephone, through the Internet or by mail, whether or not you plan to attend the meeting in person. Proxies must be received by 11:59 p.m., Eastern Time, on \_\_\_\_\_,

### **Voting of Units Held in Street Name**



If your units are held in an account at a broker or through another nominee, you must instruct the broker or other nominee on how to vote your units by following the instructions that the broker or other nominee provides to you with these proxy materials. Most brokers offer the ability for unitholders to submit voting instructions by mail by completing a voting instruction card, by telephone and via the Internet.

If you do not provide voting instructions to your broker, your units will not be voted on any proposal on which your broker does not have discretionary authority to vote. This is referred to in this proxy statement/prospectus and in general as a broker non-vote. In these cases, the broker or other nominee can register your units as being present at the Special Meeting for purposes of determining a quorum, but will not be able to vote your

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units on those matters for which specific authorization is required. Under the current rules of the NYSE, brokers do not have discretionary authority to vote on any of the proposals, including the Merger Proposal. A broker non-vote of a JPE Common Unit or JPE Subordinated Unit will have the same effect as a vote AGAINST the Merger Proposal, the Adjournment Proposal and the Advisory Compensation Proposal.

If you hold units through a broker or other nominee and wish to vote your units in person at the Special Meeting, you must obtain a proxy from your broker or other nominee and present it to the inspector of election with your ballot when you vote at the Special Meeting.

### **Revocability of Proxies; Changing Your Vote**

You may revoke your proxy and/or change your vote at any time before your proxy is voted at the Special Meeting. If you are a unitholder of record, you can do this by:

    sending a written notice, no later than the telephone/internet deadline, to JP Energy Partners LP at 600 East Las Colinas Boulevard, Suite 2000, Irving, Texas 75039, Attention: Corporate Secretary, that bears a date later than the date of this proxy and is received prior to the Special Meeting and states that you revoke your proxy;

    submitting a valid, later-dated proxy by mail, telephone or Internet that is received prior to the Special Meeting; or

    attending the Special Meeting and voting by ballot in person (your attendance at the Special Meeting will not, by itself, revoke any proxy that you have previously given).

If you hold your JPE Units through a broker or other nominee, you must follow the directions you receive from your broker or other nominee in order to revoke your proxy or change your voting instructions.

### **Solicitation of Proxies**

This proxy statement/prospectus is furnished in connection with the solicitation of proxies by the JPE GP Board to be voted at the Special Meeting. Under the Merger Agreement, JPE and AMID agreed to each pay one-half of the expenses incurred in connection with the filing, printing and mailing of this proxy statement/prospectus. JPE will bear all costs and expenses in connection with the solicitation of proxies. JPE has engaged           to assist in the solicitation of proxies for the meeting and JPE estimates it will pay           a fee of approximately \$           for these services. JPE has also agreed to reimburse           for reasonable out-of-pocket expenses and disbursements incurred in connection with the proxy solicitation and to indemnify against certain losses, costs and expenses. In addition, JPE may reimburse brokerage firms and other persons representing beneficial owners of JPE Units for their reasonable expenses in forwarding solicitation materials to such beneficial owners. Proxies may also be solicited by certain of JPE GP's directors, officers and employees by telephone, electronic mail, letter, facsimile or in person, but no additional compensation will be paid to them.

A letter of transmittal and instructions for the surrender of JPE Common Units or JPE Subordinated Units will be mailed to holders of such JPE Units shortly after the completion of the Merger. The AMID Common Units that JPE Unitholders will receive in the Merger will be in book-entry form.

### **No Other Business**

Under the JPE partnership agreement, the business to be conducted at the Special Meeting will be limited to the purposes stated in the notice to JPE Unitholders provided with this proxy statement/prospectus.

### **Adjournments**

Adjournments may be made for the purpose of, among other things, soliciting additional proxies. To approve an adjournment if a quorum is present, holders of at least a majority of the outstanding JPE Common Units must vote in favor of the proposal. To approve an adjournment if a quorum is not present, holders of at

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least a majority of the outstanding JPE Common Units entitled to vote at such meeting that are represented either in person or by proxy at such meeting must vote in favor of the proposal. JPE is not required to notify holders of JPE Common Units of any adjournment of 45 days or less if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, unless after the adjournment a new record date is fixed for the adjourned meeting. At any adjourned meeting, JPE may transact any business that it might have transacted at the original Special Meeting, provided that a quorum is present at such adjourned meeting. Proxies submitted by holders of JPE Common Units for use at the original Special Meeting will be used at any adjournment or postponement of the meeting. References to the Special Meeting in this proxy statement/prospectus are to such Special Meeting as adjourned or postponed.

**Assistance**

If you need assistance in completing your proxy card or have questions regarding the Special Meeting, please contact toll-free at (banks and brokers call collect at ).

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**THE MERGER**

*This section of the proxy statement/prospectus describes the material aspects of the proposed Merger. This section may not contain all of the information that is important to you. You should carefully read this entire proxy statement/prospectus and the documents incorporated herein by reference, including the full text of the Merger Agreement, for a more complete understanding of the Merger. A copy of the Merger Agreement is attached as Annex A hereto. In addition, important business and financial information about each of AMID and JPE is included in or incorporated into this proxy statement/prospectus by reference. See *Where You Can Find More Information*.*

**Effect of the Merger and the GP Merger**

Subject to the terms and conditions of the Merger Agreement and in accordance with Delaware law, the Merger Agreement provides for the merger of JPE with AMID Merger Sub. JPE, which is sometimes referred to following the Merger as the surviving entity, will survive the Merger, and the separate limited liability company existence of AMID Merger Sub will cease. As a result of the Merger, AMID and GP Sub will become the sole limited partners of JPE. After the completion of the Merger, the certificate of limited partnership of JPE in effect immediately prior to the Effective Time will be the certificate of limited partnership of the surviving entity, until amended in accordance with its terms and applicable law, and the JPE partnership agreement in effect immediately prior to the Effective Time will be the agreement of limited partnership of the surviving entity, until amended in accordance with its terms and applicable law.

Subject to the terms and conditions of the GP Merger Agreement and in accordance with Delaware law, immediately prior to and as a condition to the Merger, Merger Sub GP will merge with and into JPE GP. JPE GP will survive the Merger as a wholly owned subsidiary of AMID GP, and the separate limited liability company existence of GP Merger Sub will cease. After the completion of the GP Merger, the limited liability company agreement of JPE GP shall be deemed terminated and of no further force or effect and the limited liability company agreement of the surviving entity of the GP Merger will be as set forth in the GP Merger Agreement. In connection with the Mergers, GP Sub, a wholly owned subsidiary of AMID, will be admitted as the sole general partner of JPE and JPE GP will simultaneously cease to be the general partner of JPE. Under the terms of the GP Merger Agreement, membership interests in JPE GP issued and outstanding immediately prior to the effective time of the GP Merger shall be converted into a right to receive Class A Membership Interests in AMID GP, representing a Sharing Percentage of 18.786%.

The GP Merger Agreement contains customary representations and warranties and covenants by each of the parties. Completion of the GP Merger is conditioned upon, among other things: (1) the absence of certain legal impediments prohibiting the transactions, (2) applicable regulatory approvals, including the termination or expiration of the applicable waiting period under the HSR Act, and (3) the conditions precedent contained in the Merger Agreement having been satisfied. The GP Merger Agreement contains provisions granting both AMID GP and JPE GP the right to terminate the GP Merger Agreement for certain reasons, including, among others, if the Merger Agreement is terminated if the Merger does not occur on or before April 30, 2017.

The Merger Agreement provides that, at the Effective Time, each JPE Unit issued and outstanding or deemed issued and outstanding as of immediately prior to the Effective Time other than those held by the Affiliated Holders and GP Sub will be converted into the right to receive 0.5775 of an AMID Common Unit. Each JPE Unit issued and outstanding or deemed issued and outstanding as of immediately prior to the Effective Time held by Affiliated Holders will be converted into the right to receive 0.5225 of an AMID Common Unit. GP Sub will continue to own 0.1% of the outstanding limited partner interests in JPE after the closing of the Merger. AMID's Common Units had a value of \$14.95 per unit, based on the closing price of AMID Common Units on the NYSE, as of October 21, 2016,

the last date prior to the public announcement of the Merger, and a value of \$        per unit, based on the closing price of AMID Common Units on       , 2017, the most recent practicable trading day prior to the date of this proxy statement/prospectus.

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Because the Exchange Ratio was fixed at the time the Merger Agreement was executed and because the market value of AMID Common Units and JPE Common Units will fluctuate prior to the consummation of the Merger, JPE Unitholders cannot be sure of the value of the Merger consideration they will receive relative to the value of JPE Common Units that they are exchanging. For example, decreases in the market value of AMID Common Units will negatively affect the value of the Merger consideration that JPE Unitholders receive, and increases in the market value of JPE Common Units may mean that the Merger consideration that such unitholders receive will be worth less than the market value of the JPE Common Units that they are exchanging. See Risk Factors Risks Relating to the Merger Because the market price of AMID Common Units will fluctuate prior to the consummation of the Merger, JPE Unitholders cannot be sure of the market value of the AMID Common Units they will receive as unit consideration relative to the value of JPE Common Units or JPE Subordinated Units they exchange.

AMID will not issue any fractional units of AMID Common Units in connection with the Merger. Instead, all fractional AMID Common Units that a JPE Unitholder would otherwise be entitled to receive will be aggregated and then, if a fractional AMID Common Unit results from that aggregation, be rounded up to the nearest whole AMID Common Unit.

Each award of JPE Phantom Units that is outstanding immediately prior to the Effective Time, automatically and without any action on the part of the holder of such JPE Phantom Unit, will at the Effective Time be converted into the right to receive an award of phantom units relating to AMID Common Units on the same terms and conditions as were applicable to the award of JPE Phantom Units, except that the number of AMID Common Units covered by the award will be equal to the number of JPE Common Units covered by the corresponding award of JPE Phantom Units multiplied by the Exchange Ratio.

As a result of the Merger, the general partner interest in JPE outstanding immediately prior to the Effective Time shall be cancelled and cease to exist and no consideration will be delivered in exchange for such JPE general partner interest and GP Sub will be admitted as the sole general partner of the surviving entity. In addition, the incentive distribution rights in JPE outstanding immediately prior to the Effective Time will be cancelled. See the section entitled Proposal No. 1. The Merger Agreement for further information.

## **Background of the Merger**

The senior management and boards of directors of each of AMID and JPE regularly review operational and strategic opportunities to enhance value for investors in AMID and JPE, respectively. In connection with these reviews, the management and boards of directors of AMID and JPE from time to time evaluate potential transactions that would further their respective strategic objectives.

ArcLight indirectly controls all of the membership interests in AMID GP and JPE GP. ArcLight indirectly owns an approximate 48.8% limited partner interest in AMID (on an as-converted basis). ArcLight also owns AL Lonestar, which owns (subsequent to a merger with Lonestar and distribution of JPE Units by JP Energy Development LP) an approximate 50.9% limited partner interest in JPE, and owns a 100% interest in JPE GP.

As part of AMID's and JPE's strategy to enhance value for investors, both AMID and JPE from time to time have evaluated transactions with each other.

In February 2015, AMID, JPE and ArcLight Capital discussed the possibility of a business combination involving AMID and JPE. Each of JPE and AMID formed a conflicts committee that included independent directors to review and evaluate a potential combination, and the parties engaged in discussions through May 2015 before concluding that they would not reach agreement on the transaction in light of the then-current trading prices of JPE Common Units

and AMID Common Units. Merrill Lynch, Pierce, Fenner & Smith Incorporated ( BofA Merrill Lynch ) was engaged to act as financial advisor to ArcLight Capital in connection with such discussions.



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Following the cessation of merger discussions between AMID and JPE in May 2015, ArcLight Capital requested that BofA Merrill Lynch identify potential counterparties for a strategic transaction with JPE. Thereafter, it was decided by ArcLight Capital that these identified companies would be contacted by BofA Merrill Lynch, ArcLight Capital and/or JPE. Three of the companies contacted (Company A, Company B and Company C) engaged with ArcLight Capital and JPE management during the second half of 2015 regarding potential business combinations. All three companies entered into confidentiality agreements with ArcLight and JPE and conducted due diligence on JPE, including meeting with management and reviewing certain confidential information provided by JPE. Company A and Company B each submitted preliminary, non-binding proposals to acquire JPE and JPE GP. However, ArcLight Capital and JPE management were unable to come to terms with any of the companies on a transaction that could be recommended by the JPE GP Board. Regarding the proposals received from Company A and Company B, ArcLight Capital and JPE management did not believe that the trading price of JPE Common Units in relation to the trading price of the common units offered as transaction consideration by each of Company A and Company B at the time implied a sufficiently attractive valuation, pro forma distribution per unit, or capital appreciation opportunity. With respect to Company C, which was considering, among other things, a dropdown of assets into JPE, the parties were unable to come to terms on valuation and financing as the trading price of JPE Common Units deteriorated during the second half of 2015. Discussions with each of Company A, Company B, and Company C had ceased by the end of November 2015.

On December 31, 2015, the engagement of BofA Merrill Lynch as financial advisor to ArcLight Capital expired by its terms.

In light of the results of the contacts with the potential counterparties in 2015, including Company A, Company B, and Company C, and the continued deterioration of the market price of JPE Common Units, ArcLight Capital began considering taking JPE private in early 2016. The average NYSE closing sale price of JPE Common Units for the first two months of 2016 was \$4.06 per JPE Common Unit, trading as low as \$1.89 per JPE Common Unit on February 10, 2016. ArcLight Capital believed that public investors were undervaluing JPE's assets and that JPE could better execute its business plan and have better access to capital as a private company. JPE management was reluctant to pursue a going private transaction as they believed the trading prices of JPE Common Units reflected the result of a market disruption. As the price of JPE Common Units began to increase during March and April 2016 a transaction was not further considered.

In March 2016, Company A indicated to JPE management and ArcLight Capital that it was once again considering strategic transactions with JPE GP, and recommenced diligence on JPE, which included management meetings during March 2016 and reviewing additional confidential information provided by JPE. Following approximately two months of diligence and discussions, on April 19, 2016, Company A submitted a term sheet indicating that it was interested in acquiring certain of ArcLight's JPE Subordinated Units and a controlling interest in JPE GP. After reviewing the term sheet, ArcLight Capital concluded that based on the valuation of its interests and Company A's business plan for JPE, it was not interested in pursuing a transaction with Company A.

From time to time during the first half of 2016, Lynn L. Bourdon III, who was hired as President and Chief Executive Officer of AMID in late 2015 after the cessation of the initial discussions between AMID and JPE in 2015, and John F. Erhard, a director of JPE GP and AMID GP and a partner at ArcLight Capital, discussed the potential merits of a combination of AMID and JPE. In June 2016, Mr. Bourdon informed Mr. Erhard that AMID had completed an updated review of JPE and was interested in making a proposal regarding a merger of AMID and JPE. Following this discussion, ArcLight, in its capacity as owner of JPE GP and pursuant to the confidentiality agreement entered into in March 2015, provided AMID with certain financial and other information in order to assist AMID in the formulation of its proposal. Messrs. Bourdon and Erhard also discussed ways in which ArcLight might provide financial support for the transaction. In connection with the discussions between JPE and AMID, with the consent of JPE and ArcLight

Capital, BofA Merrill Lynch was engaged as financial advisor to the AMID GP Board effective as of July 15, 2016.

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On August 25, 2016, the AMID GP Board authorized AMID management to develop and provide JPE with terms of a proposal.

On September 2, 2016, J. Patrick Barley, President and Chief Executive Officer of JPE GP, and Mr. Erhard discussed the potential acquisition of JPE by AMID. Mr. Erhard informed Mr. Barley that Mr. Bourdon intended to propose to Mr. Barley the structure of such a transaction. Mr. Barley informed Mr. Erhard that he would be interested in discussing a strategic transaction with Mr. Bourdon.

On September 9, 2016, Mr. Bourdon and Mr. Barley met in Irving, Texas to discuss the advantages that a strategic transaction involving the acquisition of JPE by AMID would potentially provide to JPE and its unitholders. Mr. Bourdon indicated that he would send Mr. Barley a term sheet with AMID GP's proposal for the acquisition of JPE by AMID that Mr. Barley could discuss with the JPE GP Board.

In September 2016, ArcLight Capital and AMID management reached agreement on the terms of a proposal to JPE, including the level of ArcLight's financial support. After consultation with the AMID GP Board, management finalized a non-binding term sheet on September 15, 2016. The term sheet proposed an acquisition of JPE in an all-equity transaction pursuant to which each JPE Common Unit and each JPE Subordinated Unit would be converted into the right to receive a fraction of an AMID Common Unit. The term sheet also contemplated a lower exchange ratio for the JPE Common Units and JPE Subordinated Units held by the Affiliated Unitholders so that the additional value created by consolidating ArcLight's and its affiliates' investments and sponsor support would be shared with unaffiliated unitholders. In addition, ArcLight Capital proposed a reduction in the quarterly cash distribution on the outstanding AMID series A preferred units (the series A preferred units) beneficially held by Magnolia from a minimum of \$0.50 per series A preferred unit to a minimum of \$0.4125 (the maximum quarterly cash distribution per AMID Common Unit). Further, ArcLight proposed to provide quarterly financial support to the combined entity of up to a maximum of \$25 million in the aggregate during 2017 and 2018. Additionally, ArcLight Capital proposed to provide AMID with an option to purchase, concurrent with the closing of the Mergers, from certain ArcLight affiliates up to \$50 million of par value of the Series C preferred units (as defined in the AMID partnership agreement). ArcLight Capital also proposed to provide additional support to AMID by covering certain post-closing transition costs associated with integrating JPE and AMID. On September 15, 2016, Mr. Bourdon sent Mr. Barley the term sheet.

On September 16, 2016, the JPE GP Board held a telephonic meeting with representatives of Latham to discuss AMID's proposal. Mr. Barley discussed and answered questions concerning the events leading to JPE's receipt of AMID's proposal. The JPE GP Board discussed the proposed transaction in the context of, among other things, market dynamics and headwinds JPE was facing in its business segments, including volume declines in its NGL distribution and sales segment, the impact on its crude oil pipelines and storage segment of reduced drilling activity, and access to acceptably priced capital, which the JPE GP Board believed would hamper JPE's ability to compete for future acquisitions and finance organic growth projects. The JPE GP Board noted that, as a result of these factors, there was certain risk that the current market price of the JPE Common Units would not be maintained without additional financial support from ArcLight. Representatives of Latham then answered questions regarding potential responses to AMID's proposal and discussed and reviewed the obligations of the JPE GP Board under JPE's governing documents and applicable law in its consideration of such proposal. The JPE GP Board engaged in further discussion regarding the proposed transaction and whether it was the appropriate time and in the best interests of the partnership of JPE and its unitholders to engage in a transaction. As part of the discussion, the JPE GP Board discussed whether there were other opportunities for growth/strategic transactions. The JPE GP Board concluded that JPE should proceed with discussions with AMID regarding its proposal. The JPE GP Board also determined that since the JPE partnership agreement required that the transaction be approved by at least a majority of the outstanding JPE Common Units not held by JPE GP or its affiliates (including the Affiliated Unitholders) because JPE was still in the subordination

period, the JPE GP Board would forego seeking approval from a JPE conflicts committee for the proposed transaction as permitted by the JPE partnership agreement. The JPE GP Board then requested that Mr. Barley and Patrick J. Welch, the Chief Financial Officer of JPE GP, review and prepare an appropriate response to AMID's proposal

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for the JPE GP Board's consideration at its next meeting. The JPE GP Board also asked Mr. Welch to explore the engagement of a financial advisor to evaluate the fairness, from a financial point of view, of the exchange ratio to be provided for in the potential transaction. Thereafter, Mr. Welch contacted representatives of BMOCM about BMOCM serving as financial advisor to the JPE GP Board with respect to such an opinion and BMOCM was subsequently engaged for such purposes. Also on September 16, 2016, Mr. Barley called Mr. Bourdon to discuss a different exchange ratio for the JPE Common Units.

On September 20, 2016, the JPE GP Board held a telephonic meeting with representatives of Latham to discuss AMID's proposal. Mr. Brad Grounds, the Senior Vice President - Legal Affairs of JPE GP, summarized for the JPE GP Board revisions to the term sheet, including that the exchange ratio remained an open point. Following the meeting, Mr. Barley called Mr. Bourdon to discuss JPE's revisions to the term sheet and then emailed the revised term sheet to Mr. Bourdon. The JPE GP Board also authorized Messrs. Barley and Welch to negotiate the terms of the proposed transaction, subject to providing the JPE GP Board with regular updates regarding the status of negotiations and the JPE GP Board's review and approval of transaction documents prior to execution of any such documents. Later that day, AMID, JPE and ArcLight each signed the non-binding term sheet.

Also, on September 20, 2016, the AMID GP Board established the AMID Conflicts Committee, consisting of three independent directors to (i) review and evaluate the Merger and the AMID Transaction Documents (as defined below) for the purpose of determining whether the Merger is in the best interest of AMID and (ii) determine whether or not to grant special approval to, and recommend that the AMID GP Board approve, the Merger and the AMID Transaction Documents. The AMID Conflicts Committee hired a financial advisor and legal counsel to assist it in evaluating the proposed Merger. The AMID Conflicts Committee along with its financial and legal advisors met several times and conducted an extensive review and evaluation of the proposed Merger.

On September 20, 2016, Mr. Bourdon, Eric Kalamaras, the Chief Financial Officer of AMID GP, Ms. Gregory, Mr. Welch, Mr. Grounds, and other members of AMID management conducted a phone conversation regarding a timeline for due diligence and negotiation of transaction documents.

On September 21, 2016, Mr. Welch called Mr. Kalamaras to discuss the financial projections that AMID would share with its financial advisor and that would be provided to the JPE GP Board's financial advisor and a timeline for due diligence and negotiation of transaction documents.

Also, on September 21, 2016, the AMID Conflicts Committee held a meeting, at which representatives of BofA Merrill Lynch provided, at the request of the AMID Conflicts Committee, the AMID Conflicts Committee and its financial and legal advisors with a summary of the key terms and background information regarding the potential transaction contemplated by the non-binding term sheet.

On September 22, 2016, Latham emailed a written due diligence request to AMID and Locke Lord. On September 23, 2016, Locke Lord emailed a written due diligence request to JPE and Latham. Representatives of Latham and Locke Lord began conducting due diligence reviews on corporate matters, environmental issues, facility operations, employee benefits and human resources matters.

On September 23, 2016, Messrs. Welch and Kalamaras conducted telephonic discussions regarding financial diligence.

On September 26, 2016, ArcLight contacted Company B about a potential merger with JPE. Company B commenced a review of updated confidential information relating to JPE provided by ArcLight Capital and held discussions with ArcLight Capital.

On September 30, 2016, Mr. Bourdon and Mr. Welch held a discussion regarding the proposed transaction and covered various topics regarding communication and integration.

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On October 4, 2016, Mr Bourdon met with Mr. Barley and Mr. Welch to discuss communications, and provide additional details on the business operations and items associated with integration.

On October 5, 2016, Locke Lord emailed an initial draft of the Merger Agreement to Latham and JPE. The draft Merger Agreement included, among other provisions, the Exchange Ratio and certain deal protection provisions, including a break-up fee of 4.0% of JPE's equity value in the event the Merger Agreement was terminated under certain circumstances. The draft Merger Agreement also contemplated the execution of certain financial and voting support agreements by the Affiliated Unitholders and certain members of JPE management.

On October 6, 2016, members of the management of AMID and JPE, representatives of BMOCM, BofA Merrill Lynch, and the AMID Conflicts Committee's financial advisor convened telephonically to discuss each partnership's respective stand-alone financial projections.

After distribution of the draft Merger Agreement, representatives of Andrews Kurth Kenyon LLP (AKK), legal advisor to ArcLight, contacted Latham to discuss structuring the GP Merger.

On October 10, 2016, the JPE GP Board convened telephonically to discuss the initial draft of the Merger Agreement and revisions to, among other things, (i) make the representations and warranties and covenants in the Merger Agreement reciprocal, (ii) reduce the break-up fee to 2.0%, (iii) narrow the interim operating covenant restrictions on JPE's ability to engage in certain business activities after the execution of the Merger Agreement in order to allow JPE to preserve and continue to grow its business and (iv) broaden the interim operating covenant restrictions on AMID's ability to engage in certain activities after the execution of the Merger Agreement. The Merger Agreement was also revised to add a covenant providing for the repayment by AMID of outstanding borrowings under JPE's credit agreement and the release of all related liens. After the meeting, Latham sent the revised draft of the Merger Agreement to AMID and Locke Lord.

On October 10, 2016, Company B submitted a preliminary letter of intent indicating it was interested in effecting a merger with JPE through a unit-for-unit exchange and acquiring JPE GP in exchange for an interest in Company B's general partner. After reviewing the letter of intent, ArcLight Capital determined that the proposal was inferior to the transaction being pursued with AMID because, among other things, it did not offer a more favorable valuation of JPE and implied and reflected lower pro forma distributions per unit. ArcLight Capital also believed that the transaction with AMID offered greater distribution growth and unit price appreciation potential over the long term.

On October 11, 2016, members of the management of AMID and JPE, the AMID Conflicts Committee and its advisors, representatives of Latham and Locke Lord and representatives of BMOCM and BofA Merrill Lynch met at Latham's offices in Houston to discuss AMID's and JPE's respective operations and growth opportunities, as well as potential synergies from the proposed transaction. Before the management session, members of AMID and JPE management met with Latham and Locke Lord to discuss the revisions to the draft Merger Agreement.

On October 13, 2016, the JPE GP Board met, together with representatives of Latham and BMOCM, to discuss AMID's proposal and related matters, including preliminary financial matters with respect to JPE and AMID and possible responses to AMID's proposal. After discussion, the JPE GP Board directed Mr. Barley to convey JPE's counterproposal that the exchange ratio be amended to provide that each outstanding JPE Common Unit and JPE Subordinated Unit (other than JPE Common Units and JPE Subordinated Units held by the Affiliated Unitholders) would convert into the right to receive 0.6200 of an AMID Common Unit.

Also on October 13, 2016, Mr. Kalamaras met with Mr. Welch in Irving, Texas, to discuss a preliminary organization integration plan and to assess certain elements of JPE's structure and business segments in a combination with AMID.

Messrs. Kalamaras and Welch also discussed timing and coordination of a potential announcement.



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On October 14, 2016, Locke Lord distributed a revised draft of the Merger Agreement to JPE and Latham. The draft included the covenant proposed by JPE regarding AMID's repayment of JPE's outstanding borrowings under its credit agreement and an option for AMID to work with the lenders under AMID's credit agreement to maintain JPE's credit facility. The draft also loosened restrictions proposed by JPE on the ability of AMID to engage in certain activities after the execution of the Merger Agreement and retained AMID's proposed 4.0% break-up fee.

On October 15, 2016, representatives of AK and Latham discussed drafting a separate agreement to provide for the GP Merger. On October 16, 2016, members of JPE and AMID management and representatives of Latham and Locke Lord held a telephonic meeting to discuss the revisions to the draft of the Merger Agreement that Locke Lord circulated on October 14, 2016.

On October 16, 2016, members of the management of AMID and JPE, representatives of BMOCM, BofA Merrill Lynch, and the AMID Conflicts Committee's financial advisor convened telephonically to discuss follow-up questions on each partnership's respective stand-alone financial projections.

On October 17, 2016, Mr. Kalamaras called Mr. Welch to discuss the restrictions proposed to be imposed on AMID's activities after the execution of the Merger Agreement. Mr. Kalamaras noted that, as JPE was aware, AMID intended to pursue certain growth opportunities in the near-term and discussed with Mr. Welch how best to revise interim operating covenants in the Merger Agreement to address this point. Later that day, Locke Lord distributed drafts of the Management Support Agreement and the Affiliated Unitholder Support Agreement to JPE, the Affiliated Unitholders and Latham.

On October 18, 2016, Mr. Bourdon traveled to JPE's offices in Irving, Texas to meet with members of JPE management. Messrs. Welch and Bourdon discussed JPE's proposed exchange ratio for JPE Common Units and AMID's proposed break-up fee, and Mr. Bourdon informed Mr. Welch that AMID would be willing to accept a lower break-up fee. Mr. Bourdon indicated that AMID was not inclined to accept JPE's counterproposal for the exchange ratio. On this date, Latham distributed a revised draft of the Merger Agreement to AMID and Locke Lord with revisions providing for (i) increased reciprocity of the representations and warranties and covenants in the Merger Agreement, (ii) a reduction in the break-up fee to 3.0% and (iii) increased restrictions on the ability of AMID to engage in certain activities after the execution of the Merger Agreement. Locke Lord distributed to JPE and Latham a draft of the AMID Partnership Agreement Amendment providing for, among other things, a revision in the quarterly cash distribution rate on the outstanding series A preferred units to the greater of (A) \$0.4125 per unit per quarter and (B) the distribution each series A preferred unit would have received if it had been converted to an AMID Common Unit on a one-for-one basis, subject to certain anti-dilutive adjustments. Later that day, Locke Lord sent JPE and Latham a revised draft of the Merger Agreement with a break-up fee of 4.0% and certain revisions to the interim operating covenant restricting AMID's activities.

On October 19, 2016, Mr. Welch and Mr. Bourdon discussed the Exchange Ratio by telephone and Mr. Bourdon informed Mr. Welch that AMID would not revise the exchange ratio as proposed by JPE. On the same day, Latham distributed a draft of the GP Merger Agreement. Later, members of JPE and AMID management and representatives of Latham and Locke Lord separately discussed the revised draft of the Merger Agreement circulated on October 18, 2016.

On October 20, 2016, members of the JPE GP Board and representatives of BMOCM and Latham met at the Dallas Petroleum Club in Dallas, Texas. At the meeting, BMOCM discussed with the JPE GP Board preliminary financial aspects of the proposed transaction and Latham summarized the terms of the Merger Agreement, the GP Merger Agreement and the Support Agreements. A representative of Latham reviewed the progress that had been made with respect to the terms of the Merger Agreement since the October 10, 2016 JPE GP Board of Directors meeting. A

representative of Latham summarized the Merger Agreement's termination provisions and consequences of termination under various scenarios and the interim operating covenants and representations and warranties of JPE under the Merger Agreement, stating that significant progress had been made on those fronts.

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In the context of discussing the declaration of the quarterly distribution for the third quarter, the JPE GP Board discussed JPE's performance and outlook, including volumes decline in its NGL distribution and sales segment, the impact of reduced drilling activity on its crude oil pipelines and storage segment, and access to acceptably priced capital, which the JPE GP Board believed would hamper JPE's ability to compete for future acquisitions and finance organic growth projects. Mr. Welch noted that it was likely that JPE would require additional financial support from ArcLight.

On October 20, 2016, Latham sent AMID and Locke Lord a revised draft of the Merger Agreement reflecting a break-up fee of 3.3% and certain revisions to the AMID interim operating covenant. Later that day, ArcLight Capital sent JPE and Latham drafts of the Financial Support Agreement and the JPE Expense Reimbursement Agreement. The Financial Support Agreement draft provided for quarterly financial support to the combined entity of up to a maximum of \$25 million in aggregate during 2017 and 2018. On October 21 and October 22, 2016, the parties continued to exchange drafts of the Merger Agreement.

On October 21, 2016, the AMID Conflicts Committee convened a meeting with its legal and financial advisors at which the AMID Conflicts Committee received an opinion that the transactions contemplated by the Merger Agreement and the AMID Transaction Documents were fair from a financial point of view to AMID and the unaffiliated unitholders of AMID. The AMID Conflicts Committee adopted resolutions granting special approval of the Merger and the AMID Transaction Documents and recommended the Merger and the AMID Transaction Documents to the AMID GP Board for adoption and approval.

On October 22, 2016, Mr. Bourdon called Mr. Welch to inform him that the final terms of the Merger Agreement had been unanimously approved by the AMID Conflicts Committee and that the document was ready to be executed upon the approval of the respective boards of directors of AMID GP and JPE GP. The AMID GP Board unanimously approved entering into the Merger Agreement.

On October 23, 2016, the JPE GP Board held a telephonic meeting with Mr. Barley, Mr. Welch, Mr. Grounds, BMOCM and Latham participating. Representatives of Latham reviewed the duties of the JPE GP Board and its contractual obligations pursuant to the JPE partnership agreement in connection with its consideration of the proposed transaction, and reviewed with the JPE GP Board the terms of the proposed Merger Agreement, the GP Merger Agreement and the Support Agreements, including the resolution of previously open terms. The JPE GP Board discussed the potential benefits and certain other considerations with respect to the proposed transaction and JPE's prospects on a standalone basis. Also at this meeting, BMOCM reviewed its financial analysis of the 0.5775x exchange ratio with the JPE GP Board and rendered an oral opinion, confirmed by delivery of a written opinion dated October 23, 2016, to the JPE GP Board to the effect that, as of such date and based on and subject to various assumptions made, procedures followed, matters considered and limitations and qualifications on the review undertaken, the 0.5775x exchange ratio provided for pursuant to the terms and conditions of the Merger Agreement was fair, from a financial point of view, to holders of JPE Common Units (other than AMID, AMID GP, AMID Merger Sub, GP Sub, JPE GP and their respective affiliates, including the Affiliated Unitholders, and other direct and indirect investors in JPE GP and their respective affiliates (collectively, the Excluded Holders)). After discussion, including review and consideration of the factors described under JPE GP Board Recommendations and Reasons for the Merger, members of the JPE GP Board (with Messrs. Revers, Erhard and Schwartz abstaining) determined that the Merger, the Merger Agreement and the transactions contemplated thereby were advisable and in the best interests of JPE and its limited partners and recommended that the JPE GP Board unanimously approve the Merger Agreement and the transactions contemplated thereby. The JPE GP Board then unanimously approved the Merger Agreement and unanimously determined to recommend that JPE's Unitholders approve the Merger Agreement.

On October 23, 2016, the parties finalized and executed the Merger Agreement and the GP Merger Agreement.

On October 24, 2016, prior to the opening of trading on the NYSE, the parties issued a press release announcing the transaction.

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**JPE GP Board Recommendations and Reasons for the Merger**

The JPE GP Board viewed the following factors as generally positive or favorable in arriving at its determinations and recommendation with respect to the Merger:

The JPE GP Board's understanding of JPE's business, operations, financial condition, earnings, prospects, competitive position and the nature of the industries in which JPE competes, including the risks, uncertainties and challenges facing JPE and such industries, in connection with JPE's execution of its standalone business plan.

The belief of the JPE GP Board that the Merger presents the best opportunity to enhance value for JPE's Unitholders and is superior to JPE remaining as a standalone public entity, taking into account, among other things, the current market environment for master limited partnerships in light of commodity prices, macroeconomic factors and factors particular to JPE's business, such as low distribution coverage and reliance on its general partner for cash to cover distributions to unitholders, and the JPE GP Board's belief, based on JPE's negotiations with AMID, that the Exchange Ratio represented the highest price per unit that AMID was willing to pay.

The Public Unit Consideration (as defined in the Merger Agreement) of \$8.63 per JPE Unit, based on the closing price of AMID Common Units on October 21, 2016, the last full trading day prior to the execution of the Merger Agreement, represents a (i) 14.5% premium to the closing price of JPE Common Units of \$7.54 on October 21, 2016, (ii) 14.2% premium to the volume weighted average closing price of JPE Common Units for the last 20 trading days ending October 21, 2016 and (iii) premium in excess of 400% to the lowest price for JPE Common Units during the course of the trailing 12-month period.

The proposed transaction provides JPE's Unitholders with substantial equity ownership in an entity with several third-party strategic opportunities and an identifiable drop-down inventory and that, according to AMID's projections (reviewed and approved by JPE management), is expected to, on a pro forma basis, maintain an approximately 16% compound annual distributable cash flow growth rate through 2019, which is higher than the expected growth rate for JPE on a standalone basis.

The proposed transaction provides JPE's Unitholders with substantial equity ownership in an entity that is expected to have significantly more distribution coverage through 2019 than JPE on a standalone basis.

The JPE GP Board's assessment that the combined entity's yield would be significantly lower than JPE's on a standalone basis and thus allow AMID to pursue more third party acquisitions and organic capital expenditure projects than JPE could fund on a standalone basis.

The JPE GP Board's belief that the combined entity's asset mix and more diversified asset base would be beneficial to JPE's Unitholders.

The Merger is expected to create operating efficiencies and cost savings in administrative and interest costs as well as other combined benefits.

The Exchange Ratio is fixed and therefore the value of the consideration payable to JPE Unitholders will increase in the event that the market price of AMID Common Units increases prior to the closing of the Merger.

The Financial Support Agreement provides for quarterly financial support of up to a maximum of \$25 million, as necessary, to cause AMID to realize a targeted 5% increase in distributable cash flow per AMID unit in 2017 and 2018.

The JPE GP Board's engagement of its own legal and financial advisors with knowledge and experience with respect to public company merger and acquisition transactions and JPE's and AMID's respective industries generally and experience advising publicly traded limited partnerships.

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The opinion of BMOCM, dated October 23, 2016, to the JPE GP Board as to the fairness, from a financial point of view and as of the date of the opinion, of the 0.5775x exchange ratio provided for pursuant to the terms and conditions of the Merger Agreement, which opinion was based on and subject to the assumptions made, procedures followed, matters considered and limitations and qualifications on the review undertaken as more fully described below under the caption Opinion of Financial Advisor to the JPE GP Board.

The fact that ArcLight, by agreeing to a lower 0.5225x exchange ratio for its own JPE Units, decided to allocate a portion of the consideration AMID was willing to pay to the unaffiliated unitholders.

The JPE Expense Reimbursement Agreement provides that certain affiliates of ArcLight will pay all reasonable out-of-pocket legal and financial advisory fees, costs and expenses payable to third parties and JPE incurred in connection with the negotiation, execution and performance of the Merger Agreement and consummation of the Merger. Additionally, Magnolia has agreed to reimburse AMID for certain expenses it incurs in connection with post-closing transition during a one-year period following the Effective Time.

The fact that pursuant to the JPE Expense Reimbursement Agreement, AL Lonestar (as successor by merger to Lonestar) has agreed to pay the Termination Fee, if triggered.

The Merger consideration generally will not be taxable for U.S. federal income tax purposes to JPE's Unitholders.

The opportunity JPE's unaffiliated unitholders will have to determine directly whether the Merger will be approved.

The terms of the Merger Agreement, principally:

the provisions allowing the JPE GP Board to withdraw or change its recommendation of the Merger Agreement in the event of a superior proposal or changed circumstances if the JPE GP Board makes a good faith determination that the failure to change its recommendation would be inconsistent with its duties under JPE's partnership agreement or applicable law;

the provisions allowing JPE to participate in negotiations with a third party in response to an unsolicited alternative proposal, which may, in certain circumstances, result in a superior proposal;

the provisions requiring the Affiliated Unitholders to vote in favor of the Merger;

the operating covenants for AMID providing protection to JPE Unitholders by restricting AMID's ability to take certain actions prior to the closing of the Merger that could reduce the value of AMID

Common Units received by JPE Unitholders in the Merger;

the limited conditions and exceptions to the material adverse effect closing condition and other closing conditions; and

the consummation of the Merger is not conditioned on financing.

AMID's and JPE's strong commitment to consummate the Merger on the anticipated schedule.

The JPE GP Board does not expect there to be significant antitrust or other regulatory impediments to the consummation of the Merger.

The JPE GP Board considered the following factors to be generally negative or unfavorable in making its determinations and recommendation with respect to the Merger:

The current quarterly cash distribution on the AMID Common Units that JPE's unaffiliated unitholders will receive in the Merger is lower on an as-converted basis than the current quarterly cash distribution on JPE Common Units.



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Based on current distribution rates and the Exchange Ratio, an unaffiliated holder of JPE Common Units would initially receive less in quarterly cash distributions on an annualized basis after giving effect to the Merger.

The combined entity will not have any subordinated units and JPE's unaffiliated unitholders will no longer have priority over the Affiliated Holders with respect to quarterly cash distributions after giving effect to the Merger.

The fact that, while the Public Unit Consideration represented a premium to the NYSE closing sale price of the JPE Common Units on October 21, 2016, the JPE Common Units had traded at higher prices during the course of the trailing 12-month period and traded at \$20.00 per JPE Common Unit at JPE's initial public offering on October 1, 2014.

The Exchange Ratio is fixed and therefore the value of the consideration payable will decrease in the event that the market price of AMID Common Units decreases relative to any change in the market price of JPE Common Units prior to the closing of the Merger.

The risk that the potential benefits expected from the Merger might not be fully realized.

The Merger may not be completed in a timely manner, or at all, which could result in significant costs and disruption to JPE's normal business.

Certain terms of the Merger Agreement, principally:

the provisions limiting the ability of JPE to solicit, or to consider unsolicited, offers from third parties for JPE;

the provisions requiring JPE to hold a unitholder meeting as soon as practicable to approve the Merger, even in the event the JPE GP Board changes its recommendation with respect to such approval;

JPE Unitholders are not entitled to dissenters' or appraisal rights under the Merger Agreement, JPE's partnership agreement or Delaware law; and

JPE Unitholders will be foregoing the potential benefits, if any, that could be realized by remaining as unitholders of JPE as a standalone entity.

Litigation may arise in connection with the Merger and such litigation may increase costs and result in a diversion of management focus.

Some of the directors and officers of JPE have interests in the Merger that are different from, or in addition to, the interests of JPE's Unitholders generally. Please read "The Merger - Interests of Directors and Executive Officers of JPE in the Merger."

The foregoing discussion is not intended to be exhaustive, but is intended to address the material information and principal factors considered by the JPE GP Board in considering the Merger. In view of the various factors and information considered, the JPE GP Board did not find it practicable to, and did not make specific assessments of, quantify or otherwise assign relative weights to, the specific factors considered in reaching its determination. In addition, the JPE GP Board did not undertake to make any specific determination as to whether any particular factor, or any aspect of any particular factor, was determinative of its ultimate determination, and individual members of the JPE GP Board may have given different weights to different factors. The JPE GP Board made its recommendation based on the totality of information presented to, and the investigation conducted by, the JPE GP Board. It should be noted that certain statements and other information presented in this section are forward-looking in nature and, therefore, should be read in light of the factors discussed under the heading "Special Note Concerning Forward-Looking Statements."

**The JPE GP Board recommends that JPE Unitholders vote FOR the approval of the Merger Agreement, that holders of JPE Common Units vote FOR the adjournment of the Special Meeting, if**

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**necessary to solicit additional proxies if there are not sufficient votes to approve the Merger Agreement at the time of the Special Meeting, and that holders of JPE Common Units vote FOR the Advisory Compensation proposal.**

### **The Support Agreements**

In connection with the Merger Agreement, AMID and AMID GP entered into the Support Agreements. Under the Support Agreements, the parties are required to vote their JPE Common Units and their JPE Subordinated Units, as applicable, in favor of the Merger. At least a majority of the outstanding JPE Subordinated Units voting separately as a class must approve the Merger. The Affiliated Holders own 14,992,654 JPE Subordinated Units, representing 82.7% of the total issued and outstanding JPE Subordinated Units. For purposes of determining whether the Merger Agreement and the Merger have been approved and adopted by the Non-Affiliated JPE Common Units, JPE Common Units held by directors and officers of JPE GP and JPE Common Units held by the Affiliated Holders will not be counted toward the required majority vote of outstanding Non-Affiliated JPE Common Units.

### **The AMID Distribution Support and Expense Reimbursement Agreement**

In connection with the Merger Agreement, Magnolia entered into a Distribution Support and Expense Reimbursement Agreement with AMID and AMID GP (the Financial Support Agreement). Under the terms of the Financial Support Agreement, Magnolia agrees to provide quarterly financial support, up to a maximum of \$25 million, as necessary, to cause AMID to realize a 5% increase in distributable cash flow per AMID Common Unit as set forth in the Financial Support Agreement. The financial support will continue for eight (8) consecutive quarters following the Effective Time, or if earlier, until \$25 million in support has been provided. Magnolia will also reimburse AMID for certain expenses it incurs in connection with post-closing transition during a one (1) year period following the Effective Time. In addition, Magnolia agrees to extinguish all outstanding indebtedness of JPE GP to Magnolia or any of its affiliates. Pursuant to the Financial Support Agreement, the elimination of JPE GP's indebtedness shall occur prior to the Effective Time and result in no further liability to AMID, including any tax liabilities arising from such elimination. Notwithstanding the foregoing, AMID (subject to prior approval by the AMID Conflicts Committee) and Magnolia may make a determination that Magnolia has satisfied the support obligations by such other methods as AMID and Magnolia determine to be appropriate. A copy of the Financial Support Agreement is attached as Annex C hereto.

### **The JPE Expense Reimbursement Agreement**

In connection with the Merger Agreement, Lonestar, JPE and JPE GP entered into the JPE Expense Reimbursement Agreement providing that AL Lonestar (as successor in merger to Lonestar) will reimburse, or will pay directly on behalf of, JPE or JPE GP the reasonable costs and expenses incurred by JPE or JPE GP to third parties in connection with the Mergers, including (i) the termination fee pursuant to the Merger Agreement and (ii) all reasonable out-of-pocket legal and financial advisory fees, costs and expenses paid or payable to third parties and incurred in connection with the negotiation, execution and performance of the Merger Agreement and consummation of the Mergers; provided, however, that JPE and JPE GP (subject to prior approval by the conflicts committee of the JPE GP Board) and AL Lonestar may make a determination that AL Lonestar has satisfied the requirements by such other methods as the parties determine to be appropriate.

### **Opinion of Financial Advisor to the JPE GP Board**

In connection with the proposed Merger and related transactions, the JPE GP Board requested that BMOCM evaluate the fairness, from a financial point of view, of the 0.5775x exchange ratio provided for pursuant to the terms and

conditions of the Merger Agreement. On October 23, 2016, at a meeting of the JPE GP Board held to evaluate the proposed Merger and related transactions, BMOCM rendered an oral opinion, confirmed by delivery of a written opinion dated October 23, 2016, to the JPE GP Board to the effect that, as of that date and based on

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and subject to various assumptions made, procedures followed, matters considered and limitations and qualifications on the review undertaken described in its opinion, the 0.5775x exchange ratio provided for pursuant to the terms and conditions of the Merger Agreement was fair, from a financial point of view, to holders of JPE Common Units (other than the Excluded Holders).

The full text of BMOCM's written opinion, dated October 23, 2016, which describes the assumptions made, procedures followed, matters considered and limitations and qualifications on the review undertaken, is attached as Annex B to this proxy statement/prospectus and is incorporated herein by reference. The description of BMOCM's opinion set forth below is qualified in its entirety by reference to the full text of BMOCM's opinion. **BMOCM's opinion was prepared at the request and for the benefit and use of the JPE GP Board (in its capacity as such) in connection with its evaluation of the 0.5775x exchange ratio from a financial point of view and BMOCM did not express any opinion on any other terms, aspects or implications of the Merger or any related transactions. BMOCM expressed no opinion as to the relative merits of the Merger or any related transactions or any other transactions or business strategies discussed by the JPE GP Board as alternatives to the Merger or any related transactions or the decision of the JPE GP Board to proceed with the Merger or any related transactions. BMOCM's opinion did not constitute and is not a recommendation to the JPE GP Board as to any action taken on any aspect of the Merger, related transactions or any other matter. BMOCM's opinion also does not constitute a recommendation to any security holder as to how such holder should vote or act with respect to the Merger, related transactions or any other matter.**

For purposes of its opinion, BMOCM reviewed a draft, dated October 22, 2016, of the Merger Agreement (the "draft agreement") and assumed that the final form of the Merger Agreement would not differ in any material respect from the draft agreement provided to BMOCM. BMOCM assumed that all of the conditions to the Merger and related transactions would be satisfied, that the Merger and related transactions would be consummated on the terms reflected in the Merger Agreement and related agreements and in compliance with all applicable laws, documents and other requirements, without waiver, modification or amendment of any material term, condition or agreement, and that there would not be any delays, limitations, restrictions, conditions or other actions, including any divestitures, amendments or modifications, in the course of obtaining the necessary governmental, regulatory and third party approvals, consents, releases, waivers and agreements for the Merger and related transactions or otherwise that would be meaningful in any respect to BMOCM's analyses or opinion. BMOCM also assumed that the Merger and related transactions would have the tax consequences contemplated by the Merger Agreement.

In arriving at its opinion, BMOCM reviewed, among other things:

the draft agreement;

publicly available information concerning JPE and AMID, including JPE's Annual Report on Form 10-K for the fiscal year ended December 31, 2015 and Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2016 and June 30, 2016 and AMID's Annual Report on Form 10-K for the fiscal year ended December 31, 2015 and Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2016 and June 30, 2016;

financial and operating information with respect to the businesses, operations and prospects of JPE furnished to BMOCM by JPE, including financial projections of JPE prepared by the management of JPE;

financial and operating information with respect to the businesses, operations and prospects of AMID furnished to BMOCM by AMID, including financial projections of AMID prepared by the management of AMID as reviewed and approved by the management of JPE;

the strategic rationale of the management of JPE for the Merger and related transactions;

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a trading history of JPE Common Units and AMID Common Units for the two-year period ended October 21, 2016;

published estimates of research analysts with respect to common unit price targets of JPE, AMID and other companies that BMOCM deemed relevant;

a comparison of the historical financial results and present financial condition of JPE and AMID with each other and with those of other companies that BMOCM deemed relevant;

the financial terms, to the extent publicly available, of selected transactions in JPE's industry that BMOCM deemed relevant;

discounted cash flow analyses for JPE and AMID based on the financial projections and other information relating to JPE and AMID referred to above;

the relative contributions of JPE and AMID to certain financial metrics of the pro forma combined company based on the financial projections and other information relating to JPE and AMID referred to above; and

selected macroeconomic and other commercial factors that BMOCM deemed relevant to JPE's and AMID's industry and prospects.

In addition, BMOCM had discussions with the senior managements of JPE and AMID concerning JPE's and AMID's respective and combined businesses, operations, assets, financial condition and prospects and undertook such other studies, analyses and investigations as BMOCM deemed appropriate.

In rendering its opinion, BMOCM assumed and relied on the accuracy and completeness of all information supplied or otherwise made available to it by JPE, AMID and their respective representatives or advisors or obtained by BMOCM from other sources. BMOCM did not independently verify (nor assumed any obligation to verify) any such information or undertake an independent valuation or appraisal of the assets or liabilities (contingent, derivative, off-balance sheet or otherwise) of JPE, AMID or any other entity and BMOCM was not furnished with any such valuation or appraisal. BMOCM did not evaluate the solvency or fair value of JPE, AMID or any other entity under any state, federal or other laws relating to bankruptcy, insolvency or similar matters. With respect to financial projections relating to JPE and AMID that BMOCM was directed to utilize in its analyses, BMOCM was advised by JPE and AMID, and BMOCM assumed, without independent investigation, that they were reasonably prepared and reflected the best currently available estimates and good faith judgments of the managements of JPE and AMID, as applicable, as to the future financial performance of JPE and AMID and the other matters covered thereby. BMOCM assumed that the financial results reflected in such financial projections would be realized in the amounts and at the times projected. BMOCM expressed no opinion with respect to such projections, including the assumptions on which they are based. Furthermore, BMOCM did not assume any obligation to conduct, and it did not conduct, any physical inspection of the properties or facilities of JPE, AMID or any other entity. BMOCM relied upon the assessments of the managements of JPE and AMID as to, among other things, (i) related transactions, including with respect to the timing thereof and financial and other terms involved, (ii) the potential impact on JPE and AMID of market, seasonal, competitive and other trends and developments in and prospects for, and governmental, regulatory and legislative

matters relating to or otherwise affecting, the oil and gas and energy industries, including commodity pricing and supply and demand for oil, gas and refined products, which are subject to significant volatility and which, if different than as assumed, could have a material impact on BMOCM's analyses or opinion, (iii) the growth, expansion and other projects of JPE and AMID, including with respect to the timing and likelihood thereof and assets, capital expenditures and other aspects involved, (iv) existing and future contracts and relationships, agreements and arrangements with, and the ability to attract, retain and/or replace, key customers, suppliers, employees and other commercial relationships of JPE and AMID and (v) the ability to integrate the operations of JPE and AMID. BMOCM assumed, with JPE's consent, that there would be no developments with respect to any such matters, or any alternative or supplemental structures to the Merger or any related transactions, that would have an adverse effect on JPE, AMID or the Merger and related transactions or that otherwise would be meaningful in any respect to BMOCM's analyses or opinion.



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BMOCM's opinion was necessarily based upon financial, economic, market and other conditions and circumstances as they existed and could be evaluated, and the information made available to BMOCM, as of the date of its opinion. BMOCM disclaimed any undertakings or obligations to advise any person of any change in any fact or matter affecting its opinion which may come or be brought to BMOCM's attention after the date of the opinion or to otherwise update, revise or reaffirm its opinion. As the JPE GP Board was aware, the credit, financial and stock markets, and the industries in which JPE and AMID operate, have experienced and continue to experience volatility and BMOCM expressed no opinion or view as to any potential effects of such volatility on JPE, AMID, the Merger or related transactions.

BMOCM's opinion related to the fairness, from a financial point of view, to holders of JPE Common Units (other than Excluded Holders) of the 0.5775x exchange ratio provided for pursuant to the terms and conditions of the Merger Agreement without regard to individual circumstances of specific holders of, or any rights, preferences, restrictions or limitations that may be attributable to, JPE Common Units or other securities of JPE and did not address proportionate allocation or relative fairness among holders of JPE Common Units or other securities of JPE. In connection with BMOCM's engagement, BMOCM was not requested to, and it did not, (i) undertake a third-party solicitation process with respect to the acquisition of all or a part of JPE or (ii) participate in the negotiation of the structure or terms of the Merger or related transactions. BMOCM did not express any opinion on any terms (other than the 0.5775x exchange ratio to the extent specified in its opinion), aspects or implications of the Merger or any related transactions including, without limitation, the form or structure of the Merger, the form, structure or financial or other terms of related transactions or any support, unit purchase, partnership amendment or other agreement, arrangement or understanding to be entered into in connection with or contemplated by the Merger, related transactions or otherwise. BMOCM's opinion relates to the relative values of JPE and AMID. BMOCM's opinion did not in any manner address the actual value of AMID Common Units when issued in the Merger or the prices at which AMID Common Units or JPE Common Units or any other securities will trade or otherwise be transferable at any time, including following the announcement or consummation of the Merger. BMOCM is not an expert in, and its opinion did not address, any of the legal, regulatory, tax or accounting aspects of the Merger or any related transactions, including, without limitation, whether or not the Merger or any related transactions constitute a change of control under any contract or agreement to which JPE, AMID or any of their respective affiliates is a party or may be subject or the tax consequences of the Merger or related transactions. BMOCM relied solely on JPE's legal, regulatory, tax and accounting advisors for such matters. In addition, BMOCM expressed no view or opinion as to the fairness of the amount or nature of, or any other aspects relating to, the compensation of or other consideration payable to any officers, directors or employees of any parties to the Merger and related transactions, or class of such persons, relative to the 0.5775x exchange ratio or otherwise. The issuance of BMOCM's opinion was approved by a fairness opinion committee of BMOCM.

In preparing its opinion, BMOCM performed a variety of financial and comparative analyses, including those described below. The summary of the analyses below is not a complete description of BMOCM's opinion or the analyses underlying, and factors considered in connection with, BMOCM's opinion. The preparation of a financial opinion is a complex analytical process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances and, therefore, a financial opinion is not readily susceptible to summary description. BMOCM arrived at its ultimate opinion based on the results of all analyses and factors assessed as a whole, and it did not draw, in isolation, conclusions from or with regard to any one factor or method of analysis. Accordingly, BMOCM believes that the analyses must be considered as a whole and that selecting portions of its analyses and factors or focusing on information presented in tabular format, without considering all analyses and factors or the narrative description of the analyses, could create a misleading or incomplete view of the processes underlying such analyses and its opinion.

In its analyses, BMOCM considered industry performance, general business, economic, market and financial conditions and other matters existing as of the date of its opinion, many of which are beyond the control of JPE and

AMID. No company, business or transaction reviewed is identical or directly comparable to JPE, AMID or the Merger and an evaluation of these analyses is not entirely mathematical; rather, the analyses

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involve complex considerations and judgments concerning financial and operating characteristics and other factors that could affect the public trading, acquisition or other values of the companies, businesses or transactions reviewed or the results from any particular analysis.

The estimates contained in BMOCM's analyses and the ranges resulting from any particular analysis are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than those suggested by such analyses. In addition, analyses relating to the value of businesses or securities do not purport to be appraisals or to reflect the prices at which businesses or securities actually may be sold or acquired. Accordingly, the estimates used in, and the results derived from, BMOCM's analyses are inherently subject to substantial uncertainty.

BMOCM was not requested to, and did not, recommend or determine the specific consideration payable in the Merger. The type and amount of consideration payable in the Merger were determined through negotiations between JPE and AMID and the decision to enter into the Merger Agreement was solely that of the JPE GP Board. BMOCM's opinion was only one of many factors considered by the JPE GP Board in its evaluation of the Merger and related transactions and should not be viewed as determinative of the views of the JPE GP Board or JPE GP management with respect to the Merger or related transactions or the 0.5775x exchange ratio.

### *Financial Analyses*

The following is a summary of the material financial analyses prepared and reviewed with the JPE GP Board in connection with BMOCM's opinion, dated October 23, 2016. **The summary set forth below does not purport to be a complete description of the financial analyses performed by, and underlying the opinion of, BMOCM, nor does the order of the financial analyses described represent the relative importance or weight given to those financial analyses by BMOCM. Certain financial analyses summarized below include information presented in tabular format. In order to fully understand the financial analyses, the tables must be read together with the text of each summary as the tables alone do not constitute a complete description of the financial analyses. Considering the data in the tables below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the financial analyses, could create a misleading or incomplete view of such financial analyses. Future results may differ from those described and such differences may be material.** In calculating implied exchange ratio reference ranges as reflected in the financial analyses described below, except as otherwise noted, (i) for the low-end of the implied exchange ratio reference ranges, BMOCM divided the low-end of the approximate implied per unit equity value reference ranges derived for JPE from such analyses by the high-end of the approximate implied per unit equity value reference ranges derived for AMID from such analyses and (ii) for the high-end of the implied exchange ratio reference ranges, BMOCM divided the high-end of the approximate implied per unit equity value reference ranges derived for JPE from such analyses by the low-end of the approximate implied per unit equity value reference ranges derived for AMID from such analyses. For purposes of the summary below, EBITDA means earnings before interest, taxes, depreciation and amortization reflecting, per JPE management, the elimination, commencing in 2016, of support from ArcLight in the case of JPE and including, per AMID management, proportional EBITDA from joint venture operations in the case of AMID. Financial data for JPE and AMID utilized in the financial analyses described below were based on, among other things, in the case of JPE, financial projections of JPE prepared by the management of JPE, referred to as the JPE forecasts, and, in the case of AMID, financial projections of AMID prepared by the management of AMID as reviewed and approved by the management of JPE, referred to as the AMID forecasts. Implied per unit equity value reference ranges derived from the financial analyses described below were rounded to the nearest \$0.25 per unit.

*Selected Public Companies Analyses.* BMOCM performed separate selected public companies analyses of each of JPE and AMID in which BMOCM reviewed certain financial and stock market information relating to JPE, AMID and the

selected publicly traded master limited partnerships listed below.

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*JPE*. In performing a selected public companies analysis of JPE, BMOCM reviewed certain financial and stock market information relating to JPE and the following 12 selected publicly traded master limited partnerships in the midstream energy industry with drop-down-focused or organic growth strategies, collectively referred to as the JPE selected companies.

Arc Logistics Partners LP  
 Blueknight Energy Partners, L.P.  
 Delek Logistics Partners, LP  
 Global Partners LP  
 Green Plains Partners LP  
 Martin Midstream Partners L.P.  
 PBF Logistics LP  
 Sprague Resources LP  
 TransMontaigne Partners L.P.  
 USD Partners LP  
 Western Refining Logistics, LP  
 World Point Terminals, LP

BMOCM reviewed, among other information, enterprise values, calculated as implied fully diluted equity values based on closing unit prices on October 21, 2016, plus total debt, preferred equity and minority interests (as applicable) and less cash and cash equivalents, as a multiple of calendar year 2016 and calendar year 2017 estimated EBITDA. BMOCM also reviewed closing unit prices on October 21, 2016 as a multiple of calendar year 2016 and calendar year 2017 estimated distributable cash flow per limited partner ( LP ) unit. Financial data for the JPE selected companies were based on public filings, publicly available equity research analysts' estimates and other publicly available information. Financial data for JPE was based on the JPE forecasts.

The overall low to high calendar year 2016 and calendar year 2017 estimated EBITDA multiples observed for the JPE selected companies were 7.8x to 14.8x (with a mean of 11.0x and a median of 10.7x) and 7.5x to 12.5x (with a mean of 9.8x and a median of 9.5x), respectively. The overall low to high calendar year 2016 and calendar year 2017 estimated distributable cash flow per LP unit multiples observed for the JPE selected companies were 6.4x to 11.0x (with a mean of 8.5x and a median of 8.4x) and 6.0x to 9.6x (with a mean of 7.6x and a median of 7.4x), respectively. BMOCM then applied selected ranges of calendar year 2016 and calendar year 2017 estimated EBITDA multiples derived from the JPE selected companies of 8.0x to 11.0x and 7.5x to 10.0x, respectively, and selected ranges of calendar year 2016 and calendar year 2017 estimated distributable cash flow per LP unit multiples derived from the JPE selected companies of 7.0x to 9.0x and 6.0x to 8.5x, respectively, to corresponding financial data for JPE. This analysis indicated approximate implied per unit equity value reference ranges for JPE based on such calendar year 2016 and calendar year 2017 estimated EBITDA multiples of \$6.00 to \$9.75 and \$6.50 to \$10.25, respectively, and based on such calendar year 2016 and calendar year 2017 estimated distributable cash flow per LP unit multiples of \$7.25 to \$9.25 and \$6.75 to \$9.50, respectively.

*AMID*. In performing a selected public companies analysis of AMID, BMOCM reviewed certain financial and stock market information relating to AMID and the following nine selected publicly traded master limited

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partnerships in the midstream energy industry with drop-down-focused or organic growth strategies, collectively referred to as the AMID selected companies.

Azure Midstream Partners, LP  
 CONE Midstream Partners LP  
 Crestwood Equity Partners LP  
 Martin Midstream Partners L.P.  
 Midcoast Energy Partners, L.P.  
 PennTex Midstream Partners, LP  
 Rice Midstream Partners LP  
 Southcross Energy Partners, L.P.  
 Summit Midstream Partners, LP

BMOCM reviewed, among other information and to the extent publicly available, enterprise values, calculated as implied fully diluted equity values based on closing unit prices on October 21, 2016, plus total debt, preferred equity and minority interests (as applicable) and less cash and cash equivalents, as a multiple of calendar year 2016 and calendar year 2017 estimated EBITDA. BMOCM also reviewed, to the extent publicly available, closing unit prices on October 21, 2016 as a multiple of calendar year 2016 and calendar year 2017 estimated distributable cash flow per LP unit. Financial data for the AMID selected companies were based on public filings, publicly available equity research analysts' estimates and other publicly available information. Mean and median data for the AMID selected companies did not take into account implied multiples for Azure Midstream Partners LP or Southcross Energy Partners, L.P. given those entities' distressed financial condition and insufficient publicly available data. Financial data for AMID was based on the AMID forecasts.

The overall low to high calendar year 2016 and calendar year 2017 estimated EBITDA multiples observed for the AMID selected companies were 4.3x to 17.0x (with a mean of 12.8x and a median of 12.9x) and 8.6x to 16.8x (with a mean of 12.0x and a median of 10.5x), respectively. The overall low to high calendar year 2016 and calendar year 2017 estimated distributable cash flow per LP unit multiples observed for the AMID selected companies were 5.6x to 14.0x (with a mean of 9.3x and a median of 7.2x) and 6.2x to 13.2x (with a mean of 9.5x and a median of 9.1x), respectively. BMOCM then applied selected ranges of calendar year 2016 and calendar year 2017 estimated EBITDA derived from the AMID selected companies of 10.0x to 13.0x and 9.0x to 12.0x, respectively, and selected ranges of calendar year 2016 and calendar year 2017 estimated distributable cash flow per LP unit multiples derived from the AMID selected companies of 7.0x to 10.0x and 6.5x to 9.5x, respectively, to corresponding financial data for AMID. This analysis indicated approximate implied per unit equity value reference ranges for AMID based on such calendar year 2016 and calendar year 2017 estimated EBITDA multiples of \$12.75 to \$20.75 and \$12.75 to \$21.75, respectively, and based on such calendar year 2016 and calendar year 2017 estimated distributable cash flow per LP unit multiples of \$14.50 to \$20.75 and \$11.50 to \$17.00, respectively.

Utilizing the approximate implied per unit equity value reference ranges derived for JPE and AMID as described above, BMOCM calculated the following implied exchange ratio reference ranges, as compared to the 0.5775x exchange ratio:

Implied Exchange Ratio Reference Ranges Based On:				Exchange Ratio
CY 2016E	CY 2017P EBITDA	CY 2016E Distributable	CY 2017P Distributable	

EBITDA				Cash Flow Per LP Unit		Cash Flow Per LP Unit		
0.2905x	0.7732x	0.3056x	0.7992x	0.3480x	0.6391x	0.3946x	0.8170x	0.5775x

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*Selected Precedent Transactions Analysis.* BMOCM performed a selected precedent transactions analysis of JPE in which BMOCM reviewed financial data relating to the following 10 selected transactions involving target master limited partnerships or limited liability companies in the midstream energy industry, collectively referred to as the selected transactions:

Announcement Date	Acquiror	Target
May 2016	SemGroup Corporation	Rose Rock Midstream, L.P.
April 2015	Tesoro Logistics LP	QEP Midstream Partners, LP
October 2014	Targa Resources Partners LP	Atlas Pipeline Partners, L.P.
October 2013	Regency Energy Partners LP	PVR Partners, L.P.
August 2013	Plains All American Pipeline, L.P.	PAA Natural Gas Storage, L.P.
May 2013	Crestwood Midstream Partners LP	Inergy Midstream, L.P.
January 2013	Kinder Morgan Energy Partners, L.P.	Copano Energy, L.L.C.
February 2011	Enterprise Products Partners L.P.	Duncan Energy Partners L.P.
March 2009	Enterprise Products Partners L.P.	TEPPCO Partners, L.P.
November 2004	Valero L.P.	Kaneb Pipe Line Partners, L.P.

BMOCM reviewed, among other information and to the extent meaningful, transaction values of the selected transactions, calculated as the purchase prices paid for the fully diluted equity values of the target companies involved in the selected transactions, based on closing unit prices as of the announcement dates of the relevant transactions, plus total debt, preferred equity and minority interests (as applicable) and less cash and cash equivalents, as a multiple of next 12 months (following the quarter in which the transaction was announced), referred to as NTM, estimated EBITDA. BMOCM also reviewed, to the extent publicly available, purchase prices paid for the fully diluted equity values of the target companies involved in the selected transactions, based on closing unit prices as of the announcement dates of the relevant transactions, as a multiple of NTM estimated distributable cash flow per LP unit. Financial data of the selected transactions were based on public filings, publicly available research analyst estimates and other publicly available information. Financial data of JPE was based on the JPE forecasts.

The overall low to high NTM estimated EBITDA multiples observed for the selected transactions were 9.9x to 19.3x (with a mean of 13.0x and a median of 12.0x). The overall low to high NTM estimated distributable cash flow per LP unit multiples observed for the selected transactions were 10.5x to 20.4x (with a mean of 14.8x and 14.3x). BMOCM then applied a selected range of NTM estimated EBITDA multiples of 10.0x to 13.0x derived from the selected transactions and a selected range of NTM estimated distributable cash flow per LP unit multiples of 12.0x to 15.0x derived from the selected transactions to JPE's NTM (as of October 31, 2016) estimated EBITDA and estimated distributable cash flow per LP unit, respectively. This analysis indicated approximate implied per unit equity value reference ranges for JPE based on such NTM estimated EBITDA multiples of \$10.00 to \$14.50 and based on such NTM estimated distributable cash flow per LP unit multiples of \$13.50 to \$17.00, as compared to the closing price per JPE Common Unit on October 21, 2016 of \$7.54.

*Discounted Cash Flow Analyses.* BMOCM performed separate discounted cash flow analyses of JPE and AMID by calculating the estimated present value of the standalone levered free cash flows that JPE and AMID were forecasted to generate during the fourth fiscal quarter of the calendar year ending December 31, 2016 through the full calendar year ending December 31, 2019 based on, in the case of JPE, the JPE forecasts, and, in the case of AMID, the AMID forecasts. BMOCM calculated terminal values for JPE and AMID by applying to JPE's and AMID's respective estimated distributable cash flow for the calendar year ending December 31, 2019 a selected range of distributable cash flow terminal multiples of 6.0x to 8.0x in the case of JPE and 7.0x to 9.0x in the case of AMID. The present values (as of October 31, 2016) of the cash flows and terminal values were then calculated using a selected range of



discount rates of 12.5% to 14.5% in the case of JPE and 13.5% to 15.5% in the case of AMID. These analyses indicated approximate implied per unit equity value reference ranges for JPE and AMID of \$7.75 to \$10.25 and \$15.75 to \$20.00, respectively.

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Utilizing the approximate implied per unit equity value reference ranges derived for JPE and AMID described above, BMOCM calculated the following implied exchange ratio reference range, as compared to the 0.5775x exchange ratio:

Implied Exchange Ratio		Exchange
Reference Range		Ratio
0.3878x	0.6484x	0.5775x

***Certain Informational Factors***

BMOCM also observed certain additional factors that were not considered part of BMOCM's financial analyses with respect to its opinion but were referenced for informational purposes, including, among other factors, the following:

the historical closing prices of JPE Common Units and AMID Common Units during the 52-week period ended October 21, 2016, which indicated a 52-week closing low to high per unit price range for JPE Common Units and AMID Common Units of \$1.89 to \$10.08 and \$3.80 to \$15.27, respectively;

one-year forward price targets for JPE Common Units and AMID Common Units as reflected in publicly available equity research analysts' estimates and other publicly available information as of October 21, 2016, which indicated, when discounted to present value (as of October 31, 2016) utilizing discount rates of 13.5% in the case of JPE and 14.5% in the case of AMID, target price ranges of approximately \$6.17 to \$9.47 per JPE Common Unit and approximately \$10.48 to \$14.85 per AMID Common Unit, and an implied exchange ratio reference range of 0.4154x to 0.9037x; and

based on the JPE forecasts and the AMID forecasts, the relative contributions of JPE and AMID to calendar years 2016 and 2017 estimated EBITDA and estimated distributable cash flow of the pro forma combined company, which indicated implied overall relative contributions of JPE and AMID based on such financial metrics of approximately 26% to 29% (in the case of JPE) and 71% to 74% (in the case of AMID) and, based on these implied ranges, an implied exchange ratio reference range of 0.5353x to 0.6909x.

***Miscellaneous***

JPE has agreed to pay BMOCM for services in connection with BMOCM's opinion an aggregate fee of \$2.25 million, of which a portion was payable upon delivery of BMOCM's opinion and \$1.0 million is payable contingent upon successful completion of the Merger. In addition, JPE has agreed to reimburse BMOCM for reasonable expenses, including reasonable fees and disbursements of counsel, incurred in connection with BMOCM's engagement and to indemnify BMOCM and its affiliates against certain liabilities, including liabilities under federal securities laws, arising out of BMOCM's engagement.

As the JPE GP Board was aware, BMOCM and/or certain of its affiliates in the past provided, currently are providing and in the future may provide certain investment banking (financial advisory and capital markets) and commercial banking services to JPE, ArcLight and/or certain of their respective affiliates for which BMOCM and such affiliates received and may receive compensation. Specifically, from January 1, 2014 to the date of BMOCM's opinion, BMOCM and/or certain of its affiliates provided investment banking (financial advisory or capital markets) and

commercial banking services to JPE in connection with the following transactions, for which services BMOCM and such affiliates received and expect to receive compensation: (i) co-manager for JPE's initial public offering of JPE Common Units in October 2014 and (ii) joint lead arranger and joint book manager for, and as a lender under, a senior secured credit facility of JPE, for which services described in clauses (i) and (ii) above BMOCM and/or certain of its affiliates earned during the period from January 1, 2014 to the date of BMOCM's opinion aggregate revenues of approximately \$3.5 million from JPE.

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Further, from January 1, 2014 to the date of BMOCM's opinion, BMOCM and/or certain of its affiliates provided investment banking (financial advisory or capital markets) and commercial banking services to ArcLight, ArcLight Capital and/or certain related entities in connection with the following transactions, for which services BMOCM and such affiliates received and expect to receive compensation: (i) exclusive or co-financial advisor to ArcLight Capital and/or certain related entities in connection with certain acquisition or disposition transactions and (ii) various commercial banking transactions for certain entities related to ArcLight, including acting as sole or joint lead arranger, sole or joint bookrunner and/or administrative agent for, and/or as a lender under, certain senior secured credit facilities and an asset-based revolving credit facility, for which services described in clauses (i) and (ii) above BMOCM and/or its affiliates earned during the period from January 1, 2014 to the date of BMOCM's opinion aggregate revenues of approximately \$25 million from ArcLight, ArcLight Capital and/or certain related entities.

As the JPE GP Board also was aware, although BMOCM and certain of its affiliates did not, from January 1, 2014 to the date of BMOCM's opinion, provide investment banking (financial advisory and capital markets) or commercial banking services to AMID or AMID GP for which services BMOCM and such affiliates received compensation, BMOCM and/or certain of its affiliates may provide such services in the future, for which services BMOCM and/or its affiliates would expect to receive compensation.

BMOCM and/or certain of its affiliates provide a full range of financial advisory and securities services and, in the course of its normal trading activities, may from time to time effect transactions and hold securities, including, without limitation, derivative securities, of JPE, JPE GP, AMID, AMID GP, the Affiliated Unitholders or their respective affiliates for their own account and for the accounts of customers.

The JPE GP Board selected BMOCM to act as financial advisor with respect to BMOCM's opinion based on BMOCM's reputation, experience and familiarity with JPE and its businesses. BMOCM and/or certain of its affiliates, as part of their investment banking businesses, are continually engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements, corporate and other purposes.

## **Unaudited Financial Projections of JPE**

JPE does not make public long-term projections as to its future earnings or other results due to, among other reasons, the uncertainty and subjectivity of the underlying assumptions and estimates. However, JPE is including the following summary of certain non-public unaudited financial projections in this proxy statement/prospectus solely because such information was made available to the JPE GP Board in connection with its evaluation of the Merger and was provided to BMOCM for its use and reliance in connection with its financial analyses and opinion. The inclusion of the Financial Projections (as defined below) should not be regarded as an indication that any of JPE, JPE GP, the JPE GP Board, AMID or any of their respective officers, directors, affiliates, advisors or other representatives considered, or now considers, any of the Financial Projections to be necessarily predictive of actual future results. The Financial Projections are not included in this proxy statement/prospectus to influence any JPE Unitholders to make any investment decision with respect to the Merger or for any other purpose.

The Financial Projections were prepared by, and are the sole responsibility of, the management of JPE, solely for internal use and are subjective in many respects. As a result, there can be no assurance that the prospective results will necessarily be realized or that actual results will not be significantly higher or lower than estimated. JPE's management believes that the assumptions used as a basis for the Financial Projections were reasonable at the time they were made given the information available to JPE's management at that time. However, the Financial Projections are not a guarantee of future performance. The future financial results of JPE may materially differ from those expressed in the Financial Projections due to factors that are beyond the management of JPE's ability to control or predict.



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Although the Financial Projections are presented with numerical specificity, they are forward-looking statements that involve inherent risks and uncertainties and reflect numerous estimates and assumptions, all of which are difficult to predict and many of which are beyond the control of JPE. Further, since the Financial Projections cover multiple years, such information by its nature becomes less predictive with each successive year. The estimates and assumptions underlying the Financial Projections involve judgments with respect to, among other things, future economic, competitive, regulatory and financial market conditions and future business decisions which may not be realized and that are inherently subject to significant business, economic, competitive and regulatory uncertainties and contingencies, including, among others, risks and uncertainties described under **Cautionary Statement Regarding Forward-Looking Statements** and **Where You Can Find More Information**. JPE Unitholders are urged to review JPE's SEC filings for a description of risk factors with respect to its business and as well as the section of this proxy statement/prospectus entitled **Risk Factors**.

Certain of the financial information contained in the Financial Projections, including Adjusted EBITDA and Distributable Cash Flow, are non-GAAP financial measures. JPE's management provided these non-GAAP financial measures because they are commonly used by investors in master limited partnerships to assess financial performance and operating results of ongoing business operations, and because JPE's management believes that these non-GAAP financial measures could be useful in evaluating JPE's business, potential operating performance and cash flow. Non-GAAP financial measures should not be considered in isolation from, or as a substitute for, financial information presented in compliance with GAAP, and non-GAAP financial measures as used by JPE may not be comparable to similarly titled amounts used by other companies.

The Financial Projections do not give effect to the Merger or the other transactions contemplated by the Merger Agreement and were not prepared with a view toward public disclosure, nor were the Financial Projections prepared with a view toward compliance with GAAP, published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial and operating information. In addition, the Financial Projections require significant estimates and assumptions that make the information included therein inherently less comparable to the similarly titled GAAP measures in the historical GAAP financial statements of JPE. Neither JPE's independent registered public accounting firm, nor any other independent accountants have compiled, examined or performed any procedures with respect to the Financial Projections, and accordingly they have not expressed any opinion or any other form of assurance on such information. The report of the independent registered public accounting firm of JPE in JPE's Annual Report on Form 10-K for the year ended December 31, 2015, which is incorporated herein by reference, relates to JPE's historical financial information. The report does not extend to the Financial Projections and should not be read to do so. Furthermore, the Financial Projections do not take into account any circumstances or events occurring after the date such information was prepared.

The following table sets forth a summary of certain non-public unaudited financial projections prepared by management of JPE with respect to JPE for the years ending December 31, 2016, 2017, 2018 and 2019 (the **Financial Projections** ).

	Year Ending December 31,			
	2016	2017	2018	2019
	(dollars in millions, except per unit amounts)			
Adjusted EBITDA (1)	\$ 53	\$ 54	\$ 63	\$ 70
Distributable Cash Flow (1)	\$ 43	\$ 42	\$ 49	\$ 56

Distributable Cash Flow per LP unit	\$ 1.17	\$ 1.11	\$ 1.29	\$ 1.46
Distribution per LP unit	\$ 1.30	\$ 1.30	\$ 1.30	\$ 1.30
Long-Term Net Debt	\$ 174	\$ 210	\$ 226	\$ 235

- (1) Estimated Adjusted EBITDA and Distributable Cash Flow for 2016 includes \$5 million corporate overhead support from ArcLight. Estimated Adjusted EBITDA, Distributable Cash Flow and Distributable Cash Flow per LP Unit for 2016 were \$48, \$39 and \$1.03, respectively, after reflecting the elimination, commencing in 2016, of such support.

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For the purposes of the Financial Projections, (i) Adjusted EBITDA, as presented above, represents net income (loss) plus (minus) interest expense (income), income tax expense (benefit), depreciation and amortization expense, asset impairments, (gains) losses on asset sales, certain non-cash charges such as non-cash equity compensation, non-cash vacation expense, non-cash (gains) losses on commodity derivative contracts (total (gain) loss on commodity derivatives less net cash flow associated with commodity derivatives settled during the period) and selected (gains) charges and transaction costs that are unusual or non-recurring, and (ii) Distributable cash flow, as presented above, represents Adjusted EBITDA plus proceeds from the sale of assets, less net cash interest paid, income taxes paid and maintenance capital expenditures.

Readers of this proxy statement/prospectus are cautioned not to place undue reliance on the Financial Projections set forth above. No representation or warranty is made by JPE or any other person to any JPE Unitholder regarding the ultimate performance of JPE compared to the information included in the above Financial Projections. The inclusion of the Financial Projections in this proxy statement/prospectus should not be regarded as an indication that such prospective financial and operating information will necessarily be predictive of future events, and such information should not be relied on as such.

JPE DOES NOT INTEND TO UPDATE OR OTHERWISE REVISE THE FINANCIAL PROJECTIONS TO REFLECT CIRCUMSTANCES EXISTING AFTER THE DATE WHEN MADE OR TO REFLECT THE OCCURRENCE OF FUTURE EVENTS, EVEN IN THE EVENT THAT ANY OR ALL OF THE ASSUMPTIONS UNDERLYING SUCH FINANCIAL PROJECTIONS ARE NOT REALIZED, EXCEPT AS MAY BE REQUIRED BY LAW.

## **Unaudited Financial Projections of AMID**

AMID does not, as a matter of course, publicly disclose forecasts or internal projections as to its future performance, earnings or other results due to, among other reasons, the uncertainty and subjectivity of the underlying related assumptions and estimates. However, AMID is including the following summary of certain non-public unaudited financial projections in this proxy statement/prospectus, and in the registration statement of which it is a part, solely because such information was made available to the JPE GP Board in connection with its evaluation of the Merger and also was provided to BMOCM for its use and reliance in connection with its financial analyses and opinion. The inclusion of the AMID Financial Projections (as defined below) should not be regarded as an indication that any of AMID, JPE, JPE GP, the JPE GP Board or any of their respective officers, directors, affiliates, advisors or other representatives considered, or now considers, any of the AMID Financial Projections to be necessarily predictive of actual future results.

The AMID Financial Projections are not included in this proxy statement/prospectus to influence any JPE Unitholders to make any investment decision with respect to the Merger or for any other purpose.

The AMID Financial Projections were prepared by, and are the sole responsibility of, the management of AMID, solely for internal use and are subjective in many respects. As a result, there can be no assurance that the prospective results will necessarily be realized or that actual results will not be significantly higher or lower than estimated. AMID's management believes that the assumptions used as a basis for the AMID Financial Projections were made in good faith and were reasonable at the time they were made given the information available to AMID's management at that time. However, the AMID Financial Projections are not a guarantee of future performance. The future financial results of AMID may materially differ from those expressed in the AMID Financial Projections due to factors that are beyond AMID's management's ability to control or predict.



Although the AMID Financial Projections are presented below with numerical specificity, they are forward-looking statements that involve inherent risks and uncertainties and reflect numerous estimates and assumptions, all of which are difficult to predict and many of which are beyond the control of AMID. Further, the AMID Financial Projections cover the periods from 2016 through 2019, and thus, such information by its nature becomes less predictive with each successive year. The estimates and assumptions underlying the AMID

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Financial Projections involve judgments with respect to, among other things, future economic, competitive, regulatory and financial market conditions and future business decisions which may not be realized and that are inherently subject to significant business, economic, competitive and regulatory uncertainties and contingencies, including, among others, risks and uncertainties described under [Special Note Concerning Forward-Looking Statements](#) and [Where You Can Find More Information](#). Other risk factors that may impact AMID's future business and thus the AMID Financial Projections are included in AMID's SEC filings that are incorporated herein by reference as well as the section of this proxy statement/prospectus entitled [Risk Factors](#).

Certain of the financial information contained in the AMID Financial Projections, including Adjusted EBITDA and Distributable Cash Flow, are non-GAAP financial measures. AMID's management provided these non-GAAP financial measures because they are commonly used by investors in master limited partnerships to assess financial performance and operating results of ongoing business operations, and because AMID's management believes that these non-GAAP financial measures could be useful in evaluating AMID's business, potential operating performance and cash flow. Non-GAAP financial measures should not be considered in isolation from, or as a substitute for, financial information presented in compliance with GAAP, and non-GAAP financial measures as used by AMID may not be comparable to similarly titled amounts used by other companies.

The AMID Financial Projections do not give effect to the Merger or the other transactions contemplated by the Merger Agreement and were not prepared with a view toward public disclosure, nor were the AMID Financial Projections prepared with a view toward compliance with GAAP, published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial and operating information. In addition, the AMID Financial Projections require significant estimates and assumptions that make the information included therein inherently less comparable to the similarly titled GAAP measures in the historical GAAP financial statements of AMID. Neither AMID's independent registered public accounting firm, nor any other independent accountants have compiled, examined or performed any procedures with respect to the AMID Financial Projections, and accordingly they have not expressed any opinion or any other form of assurance on such information. The report of the independent registered public accounting firm of AMID in AMID's Annual Report on Form 10-K for the year ended December 31, 2015, which is incorporated herein by reference, relates solely to AMID's historical financial information. The report does not extend to the AMID Financial Projections and should not be read to do so. Furthermore, the AMID Financial Projections do not take into account any circumstances or events occurring after the date such information was prepared.

The following table sets forth a summary of certain non-public unaudited financial projections prepared by management of AMID with respect to AMID for the years ending December 31, 2016, 2017, 2018 and 2019 (the AMID Financial Projections):

	Year Ending December 31,			
	2016	2017	2018	2019
	(dollars in millions, except per unit amounts)			
Adjusted EBITDA	\$ 136	\$ 152	\$ 175	\$ 183
Distributable Cash Flow	\$ 99	\$ 101	\$ 122	\$ 132
Distributable Cash Flow per LP Unit (on a fully diluted basis)	\$ 2.08	\$ 1.78	\$ 2.13	\$ 2.28
Distribution per LP Unit	\$ 1.65	\$ 1.65	\$ 1.65	\$ 1.65
Long-Term Net Debt	\$ 706	\$ 704	\$ 699	\$ 679

For the purposes of the AMID Financial Projections, (i) Adjusted EBITDA, as presented above, is defined as net income (loss) attributable to the partnership of AMID (the Partnership), plus interest expense, income tax expense, depreciation, amortization and accretion expense attributable to the Partnership, certain non-cash charges such as non-cash equity compensation expense, unrealized (gains) losses on derivatives, debt issuance costs paid during the period, distributions from unconsolidated affiliates, transaction expenses and selected charges that are unusual or nonrecurring, less COMA income, OPEB plan net periodic benefit, earnings in

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unconsolidated affiliates, gains (losses) on the sale of assets, net and selected gains that are unusual or nonrecurring, and including proportional earnings before interest, taxes, depreciation and amortization or distributions from joint venture operations, and (ii) Distributable cash flow, as presented above, represents Adjusted EBITDA less net cash interest paid, income taxes paid and maintenance capital expenditures and, in the case of 2016, distributions to holders of series A and series C preferred units.

Readers of this proxy statement/prospectus are cautioned not to place undue reliance on the AMID Financial Projections set forth above. No representation or warranty is made by AMID or any other person to any JPE Unitholder regarding the ultimate performance of AMID compared to the information included in the above AMID Financial Projections. The inclusion of the AMID Financial Projections in this proxy statement/prospectus should not be regarded as an indication that such prospective financial and operating information will necessarily be predictive of future events, and such information should not be relied on as such.

AMID DOES NOT INTEND TO UPDATE OR OTHERWISE REVISE THE AMID FINANCIAL PROJECTIONS TO REFLECT CIRCUMSTANCES EXISTING AFTER THE DATE WHEN MADE OR TO REFLECT THE OCCURRENCE OF FUTURE EVENTS, EVEN IN THE EVENT THAT ANY OR ALL OF THE ASSUMPTIONS UNDERLYING SUCH AMID FINANCIAL PROJECTIONS ARE NOT REALIZED, EXCEPT AS MAY BE REQUIRED BY LAW.

### **AMID GP Board's Approval of the Merger**

In connection with the Merger, the AMID GP Board established the AMID Conflicts Committee, consisting of three independent directors to (i) review and evaluate the Merger and the AMID Transaction Documents (as defined below) for the purpose of determining whether the Merger is in the best interest of AMID and (ii) determine whether or not to grant special approval to, and recommend that the AMID GP Board approve, the Merger and the AMID Transaction Documents. The AMID Conflicts Committee along with its financial and legal advisors conducted an extensive review and evaluation of the proposed Merger.

The AMID Conflicts Committee reviewed with its legal and financial advisors the terms and provisions of the Merger Agreement, the Support Agreements, the Financial Support Agreement and a proposed amendment to the AMID partnership agreement, and various other agreements pursuant to which, among other things, certain affiliates of ArcLight, certain other entities, AMID and AMID GP agreed to vote their units in favor of the Merger and the approval and adoption of the Merger Agreement and transactions contemplated thereby (together, the AMID Transaction Documents).

The AMID Conflicts Committee, by unanimous vote at a meeting held on October 21, 2016, (i) determined that the Merger, including the AMID Transaction Documents and the transactions contemplated thereby, on the terms and conditions set forth in the AMID Transaction Documents, was in the best interests of AMID, (ii) granted special approval to the Merger and the related transactions as contemplated by the AMID Transaction Documents, all upon the terms and conditions set forth in the AMID Transaction Documents, and (iii) recommended that the AMID GP Board approve and adopt the AMID Transaction Documents (including the consummation of the Merger and the transactions contemplated thereby).

Based, in part, on the AMID Conflicts Committee's recommendation, the AMID GP Board, at a meeting held on October 22, 2016, approved and adopted the AMID Transaction Documents and the transactions contemplated thereby, including the Merger.

### **Governance Matters After the Merger**

No changes are being made to the AMID GP Board in connection with the closing of the Merger.

**Table of Contents****Ownership of AMID After the Merger**

AMID will issue approximately 20.1 million AMID Common Units to former JPE Unitholders pursuant to the Merger. Based on the number of AMID Common Units outstanding as of October 23, 2016, which was the date of execution of the Merger Agreement, immediately following the completion of the Merger, AMID expects to have approximately 51.4 million AMID Common Units outstanding. JPE Unitholders are therefore expected to hold approximately 39.2% of the aggregate number of AMID Common Units outstanding immediately after the Merger and approximately 27.1% of AMID's total units of all classes (on an as-converted basis). Holders of AMID Common Units (similar to holders of JPE Common Units) are not entitled to elect directors of the AMID GP Board and have only limited voting rights on matters affecting AMID's business. Please read [Comparison of Unitholder Rights](#) for additional information.

**Interests of Directors and Executive Officers of JPE in the Merger**

In considering the recommendation of the JPE GP Board that you vote to adopt the Merger Agreement, you should be aware that aside from their interests as JPE Unitholders, JPE's directors and executive officers have interests in the Merger that are different from, or in addition to, those of other JPE Unitholders generally. The members of the JPE GP Board were aware of and considered these interests, among other matters, in evaluating and negotiating the Merger Agreement and the Merger and in recommending to the JPE Unitholders that the Merger Agreement be adopted. See [Background of the Merger](#) and [JPE GP Board Recommendations and Reasons for the Merger](#). JPE Unitholders should take these interests into account in deciding whether to vote FOR the adoption of the Merger Agreement. These interests are described in more detail below.

***Severance Arrangements***

In connection with the transactions contemplated by the Merger Agreement, JPE GP has committed to pay severance to each of JPE's executive officers, other than Mr. Barley, in the event the executive officer is terminated without cause or resigns for good reason, in either case, within twelve (12) months following the Merger. The severance payments would be paid in a lump sum following such termination in the following amounts:

<b>Name of Executive Officer</b>	<b>Severance Amount</b>
Patrick J. Welch	\$ 650,000
Jon E. Hanna	\$ 310,050
Shiming Chen	\$ 300,000
Forgan McIntosh	\$ 350,000
Cory Willis	\$ 250,000

For purposes of these arrangements, [cause](#) is generally defined to mean, subject to certain opportunities for notice and cure, (i) fraud, embezzlement or theft against JPE GP or any of its affiliates, (ii) any material violation of JPE GP's corporate policies or code of ethics, (iii) any acts involving gross negligence, dishonesty or fraud, or that in the good faith opinion of JPE GP may cause material harm to JPE GP or any of its affiliates, or any conviction of, or guilty plea or nolo contendere plea to, or confession of, a Class A-type felony or felony involving moral turpitude or other crime involving moral turpitude, (iv) an unauthorized disclosure or misuse of any trade secrets or confidential information of JPE GP or any of its affiliates, (v) material nonperformance by the executive of such executive's duties, including, failing in any material respect to carry out lawful directions of the JPE GP Board, (vi) willful misconduct by the executive that is intended, or reasonably likely, to materially injure the business, prospects, or reputation of JPE GP or its affiliates, (vii) breach of a fiduciary duty owed to JPE GP or any of the material terms or provisions of the

agreement, or (viii) use of illegal drugs at work.

For purposes of these arrangements, "good reason" is generally defined to mean, subject to opportunity for notice and cure, (i) JPE GP's material breach of its obligations to the executive, including its obligation to pay

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amounts owed or owing to the executive, (ii) a material and adverse diminution in the executive's job duties, responsibilities or authority, (iii) a change in the location where the executive is required to perform the executive's duties and responsibilities to a location more than 50 miles from the location the executive is required to perform such duties and responsibilities as of the date of the agreement, or (iv) a material reduction in the executive's base salary, target cash bonus or target long-term incentive bonus, it being intended that an individual or aggregate reduction of more than 10% from the executive's prior base salary, target cash bonus or target long-term incentive bonus level (or any material and adverse change in vesting schedule) shall be considered material.

In addition to the severance amounts described above, upon termination without cause or resignation for good reason, each of Mr. Welch and Mr. Chen would also be entitled to receive monthly payments of his healthcare continuation COBRA premiums for up to twelve months following termination pursuant to the terms of his employment agreement.

***Treatment of JPE Equity-Based Awards***

Under the Merger Agreement, each JPE Unit issued and outstanding or deemed issued and outstanding as of immediately prior to the Effective Time (other than JPE Units held by Affiliated Unitholders or GP Sub) will be converted into the right to receive 0.5775 AMID Common Units. In addition, each JPE Phantom Unit that is outstanding immediately prior to the Effective Time will be converted, at the Effective Time, into an award of phantom units relating to AMID Common Units, on the same terms and conditions as were applicable to the corresponding award of JPE Phantom Units, except that the number of AMID Common Units covered by the award will be equal to the number of JPE Common Units covered by the corresponding award of JPE Phantom Units, multiplied by the exchange ratio of 0.5775, rounded up to the nearest whole unit. See Proposal No. 1 The Merger Agreement Merger Consideration and Treatment of Equity Awards for more information.

In connection with the transactions contemplated by the Merger Agreement, JPE GP will accelerate the vesting of unvested JPE Common Units, unvested JPE Subordinated Units and JPE Phantom Units held by each of the executive officers in the event the executive is terminated without cause or resigns for good reason (defined in the same manner as described above), in either case, within twelve (12) months following the Merger.

The following table sets forth the number of outstanding JPE Common Units, JPE Subordinated Units and JPE Phantom Units held by each executive officer of JPE that would be subject to accelerated vesting in connection with a qualifying termination within twelve (12) months following the Merger, assuming a Merger closing date of January 31, 2017:

<b>Executive Officer</b>	<b>Unvested JPE Common Units</b>	<b>Unvested JPE Subordinated Units</b>	<b>JPE Phantom Units</b>
J. Patrick Barley			66,666
Patrick J. Welch	1,752	7,150	60,333
Jon E. Hanna	876	3,575	32,666
Shiming Chen			41,424
Forgan McIntosh			23,089
Cory Willis			16,990

In addition, all outstanding JPE Phantom Units held by each non-employee director will fully vest in connection with the Merger. The following table sets forth the number of JPE Phantom Units held by each non-employee director of JPE that will vest in connection with the Merger:



<b>Director</b>	<b>JPE Phantom Units</b>
T. Porter Trimble	10,926
Norman J. Szydlowski	10,926
Josh L. Sherman	10,926

**Table of Contents*****2016 Bonus Award***

In connection with the transactions contemplated by the Merger Agreement, JPE GP determined the JPE executive officers' annual incentive bonus awards for fiscal year 2016, such that each executive is entitled to receive a cash payment equal to 100% of the executive's target annual cash bonus opportunity for fiscal year 2016. The 2016 bonus amounts are set forth in the table below and will be paid on the first to occur of (i) February 28, 2017 and (ii) in the event the closing of the Merger occurs prior to February 28, 2017 and the executive is terminated without cause or resigns for good reason, within ten (10) days following such termination.

<b>Executive Officer</b>	<b>2016 Bonus Amount</b>
J. Patrick Barley	\$ 425,000
Patrick J. Welch	\$ 300,000
Jon E. Hanna	\$ 155,250
Shiming Chen	\$ 150,000
Forgan McIntosh	\$ 100,000
Cory Willis	\$ 100,000

***Indemnification and Insurance***

Pursuant to the terms of the Merger Agreement, JPE's directors and executive officers may be entitled to certain indemnification and insurance coverage under directors' and officers' liability insurance policies. Such indemnification and insurance coverage is further described in the section entitled "Proposal No. 1. The Merger Agreement - Indemnification; Directors' and Officers' Insurance."

**Regulatory Approvals and Clearances Required for the Merger**

The following is a summary of the material regulatory requirements for completion of the transactions contemplated by the Merger Agreement. There can be no guarantee if and when any of the consents or approvals required for the transactions contemplated by the Merger Agreement will be obtained or as to the conditions that such consents and approvals may contain.

Under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and related rules, certain transactions, including the Merger, may not be completed until notifications have been given and information furnished to the Antitrust Division of the United States Department of Justice (the "Antitrust Division") and the Federal Trade Commission (the "FTC") and all statutory waiting period requirements have been satisfied. On November 10, 2016, AMID filed a Notification and Report Form ("HSR Forms") with the Antitrust Division and the FTC. The 30-day waiting period expired on December 12, 2016.

At any time before or after the Effective Time, the Antitrust Division or the FTC could take action under the antitrust laws, including seeking to prevent the Merger, to rescind the Merger or to conditionally approve the Merger upon the divestiture of assets of AMID or JPE or subject to other remedies. In addition, U.S. state attorneys general could take action under the antitrust laws as they deem necessary or desirable in the public interest including without limitation seeking to enjoin the completion of the Merger or permitting completion subject to regulatory concessions or conditions. Private parties may also seek to take legal action under the antitrust laws under some circumstances. There can be no assurance that a challenge to the Merger on antitrust grounds will not be made or, if such a challenge is made, that it would not be successful.

AMID and JPE have agreed to (including to cause their respective subsidiaries to) use their reasonable best efforts to resolve any objections that a governmental authority may assert under antitrust laws with respect to the transactions contemplated by the Merger agreement, including the Merger, and to avoid or eliminate each and every impediment under any antitrust law that may be asserted by any governmental authority with respect to the

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Merger, in each case, so as to enable the closing of the Merger to occur as promptly as practicable and in any event no later than April 30, 2017 (the "Outside Date"). Notwithstanding the foregoing, JPE and AMID are under no obligation to dispose, transfer or separate any assets or operations.

### **Amendment to AMID Partnership Agreement**

In connection with the closing of the Merger, AMID GP will enter into the AMID Partnership Agreement Amendment, providing for the payment of the series A preferred quarterly distribution in the quarter in which the Merger is consummated and thereafter equal to the quotient of (i) the greater of (a) \$0.4125 and (b) the series A distribution amount, as such term is defined in the AMID partnership agreement, divided by (ii) the series A adjusted issue price, as such term is defined in the AMID partnership agreement. However, in the AMID GP's discretion, which determination shall be made prior to the record date for the relevant quarter, the series A preferred quarterly distribution may be paid as (x) an amount in cash up to the greater of (1) \$0.4125 and (2) the series A distribution amount, and (y) a number of series A PIK preferred units equal to the quotient of (a) the remainder of (i) the greater of (I) \$0.4125 and (II) the series A distribution amount less (ii) the amount of cash paid pursuant to clause (x), divided by (b) the series A adjusted issue price. See "The Merger" Amendment to AMID Partnership Agreement.

### **Accounting Treatment of the Merger**

AMID and JPE are under the common control of ArcLight. Despite the legal form of the transaction whereby AMID will be acquiring JPE, as ArcLight obtained control of JPE prior to obtaining control of AMID, JPE is considered to be acquiring AMID for financial reporting purposes and will account for the Merger as a reorganization of entities under common control. As a result, JPE will record AMID's historical cost basis financial statements after adjustments to reflect ArcLight's related basis in AMID. JPE will also retrospectively adjust its historical financial statements to include the operating results of AMID beginning April 15, 2013, the date upon which common control began.

### **Listing of AMID Common Units; Delisting and Deregistration of JPE Common Units**

It is a condition to closing that the AMID Common Units to be issued in the Merger to JPE Unitholders be approved for listing on the NYSE, subject to official notice of issuance. If the Merger is completed, JPE Common Units will cease to be listed on the NYSE and will be deregistered under the Exchange Act.

### **No Appraisal Rights**

Appraisal rights are not available in connection with the Merger under the Delaware LP Act or under the JPE partnership agreement.

### **Restrictions on Sales of AMID Common Units Received in the Merger**

AMID Common Units issued in the Merger will not be subject to any restrictions on transfer arising under the Securities Act or the Exchange Act, except for AMID Common Units issued to any JPE Unitholder who may be deemed to be an affiliate of AMID after the completion of the Merger. This proxy statement/prospectus does not cover resales of AMID Common Units received by any person upon the completion of the Merger, and no person is authorized to make any use of this proxy statement/prospectus in connection with any resale.

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**PROPOSAL NO. 1.**

**THE MERGER AGREEMENT**

*The following describes the material provisions of the Merger Agreement, a copy of which is attached as Annex A to this proxy statement/prospectus and incorporated by reference herein. The description in this section and elsewhere in this proxy statement/prospectus is qualified in its entirety by reference to the Merger Agreement. This summary does not purport to be complete and may not contain all of the information about the Merger Agreement that is important to you. AMID and JPE encourage you to read carefully the Merger Agreement in its entirety before making any decisions regarding the Mergers as it is the legal document governing the Mergers.*

*The Merger Agreement and this summary of its terms have been included to provide you with information regarding the terms of the Merger Agreement. Factual disclosures about AMID, JPE or any of their respective subsidiaries or affiliates contained in this proxy statement/prospectus or their respective public reports filed with the SEC may supplement, update or modify the factual disclosures about AMID, JPE or their respective subsidiaries or affiliates contained in the Merger Agreement and described in this summary. The representations, warranties and covenants made in the Merger Agreement by AMID, JPE and their respective subsidiaries were qualified and subject to important limitations agreed to by AMID, JPE and their respective subsidiaries in connection with negotiating the terms of the Merger Agreement. In particular, in your review of the representations and warranties contained in the Merger Agreement and described in this summary, it is important to bear in mind that the representations and warranties were negotiated with the principal purposes of allocating risk between the parties to the Merger Agreement, rather than establishing matters as facts. The representations and warranties may also be subject to a contractual standard of materiality different from those generally applicable to unitholders and reports and documents filed with the SEC and in some cases were qualified by confidential disclosures that were made by each party to the other, which disclosures are not reflected in the Merger Agreement or otherwise publicly disclosed. Moreover, information concerning the subject matter of the representations and warranties may have changed since the date of the Merger Agreement and subsequent developments or new information qualifying a representation or warranty may have been included in this proxy statement/prospectus. For the foregoing reasons, the representations, warranties and covenants or any descriptions of those provisions should not be read alone.*

**The Merger**

Subject to the terms and conditions of the Merger Agreement and in accordance with Delaware law, the Merger Agreement provides for the merger of JPE with AMID Merger Sub. JPE, which is sometimes referred to following the Merger as the surviving entity, will survive the merger, and the separate limited liability company existence of AMID Merger Sub will cease. After the completion of the Merger, the certificate of limited partnership of JPE in effect immediately prior to the Effective Time will be the certificate of limited partnership of the surviving entity, until amended in accordance with its terms and applicable law, and the JPE partnership agreement in effect immediately prior to the Effective Time will be the agreement of limited partnership of the surviving entity, until amended in accordance with its terms and applicable law.

**Effective Time; Closing**

The effective time of the Merger will be at such time that a certificate of merger effecting the Merger is duly filed with the Secretary of State of the State of Delaware, executed in accordance with the relevant provisions of the Delaware LP Act and the Delaware Limited Liability Company Act (the Delaware LLC Act), or at such other date or time as is agreed to by AMID and JPE in writing and specified in the certificate of merger.

Unless the parties agree otherwise, the closing of the Mergers will occur at 9:00 a.m. (central time), on the second business day after the satisfaction or waiver of the conditions to the Merger provided in the Merger Agreement (other than conditions that by their nature are to be satisfied at the closing of the Merger, but subject to the satisfaction or waiver of those conditions), or at such other date or time as AMID and JPE agree. For further discussion of the conditions to the Merger, see Conditions to Consummation of the Mergers.

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AMID and JPE currently expect to complete the Mergers in the first quarter of 2017, subject to receipt of required unitholder and regulatory approvals and to the satisfaction or waiver of the other conditions to the transactions contemplated by the Merger Agreement described below.

**Conditions to Consummation of the Mergers**

AMID and JPE may not complete the Mergers unless each of the following conditions is satisfied or waived, if waiver is permitted by applicable law:

the Merger Agreement and the transactions contemplated thereby must have been adopted and approved by the affirmative vote of the holders of at least a majority of the outstanding Non-Affiliated JPE Common Units and the holders of at least a majority of the outstanding JPE Subordinated Units, voting as separate classes;

the waiting period applicable to the Merger under the HSR Act, if any, must have been terminated or expired;

no law, injunction, judgment or ruling enacted, promulgated, issued, entered, amended or enforced by any governmental authority will be in effect enjoining, restraining, preventing or prohibiting the consummation of transactions contemplated by the Merger Agreement or making the consummation of such transactions illegal;

the registration statement of which this proxy statement/prospectus forms a part must have been declared effective by the SEC and must not be subject to any stop order or proceedings initiated or threatened by the SEC;

the AMID Common Units to be issued in the Merger must have been approved for listing on the NYSE, subject to official notice of issuance;

the AMID Partnership Agreement Amendment must have been adopted to be effective as of the Effective Time;

AMID having received from Holland & Hart LLP, counsel to AMID, a written opinion dated as of the date of the closing of the Merger to the effect that for U.S. federal income tax purposes AMID is classified as a partnership for federal income tax purposes;

JPE having received from Latham, counsel to JPE, a written opinion dated as of the date of the closing of the Merger to the effect that for U.S. federal income tax purposes JPE is classified as a partnership for federal income tax purposes; and

the GP Merger must have become effective and GP Sub must have been duly admitted as the sole general partner of JPE.

The obligations of AMID to effect the Merger are subject to the satisfaction or waiver of the following additional conditions:

the representations and warranties of JPE in the Merger Agreement being true and correct, both when made and at and as of the date of the closing of the Merger, except to the extent expressly made as of an earlier date, in which case as of such date, except where the failure of such representations and warranties to not be so true and correct (without giving effect to any limitation as to material adverse effect or materiality contained in any individual representation or warranty), does not have and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on JPE (apart from certain identified representations and warranties (i) that there will not have been a material adverse effect on JPE from June 30, 2016 through the closing date of the Merger, with respect to the authority to execute the Merger Agreement and consummate the transactions contemplated thereby; (ii) that the adoption and approval of the Merger Agreement by the affirmative vote of the holders of at least a majority of the



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outstanding Non-Affiliated JPE Common Units and at least a majority of the outstanding JPE Subordinated Units, voting as separate classes, is the only approval of the holders of any equity interests in JPE that is required for approval of the transactions contemplated by the Merger Agreement, which in each of clauses (i)-(ii) must be true and correct in all respects, and (iii) regarding the capitalization of JPE, which must be true and correct in all respects other than immaterial misstatements and omissions);

AMID having received from Locke Lord LLP, counsel to AMID, a written opinion dated as of the date of the closing of the Merger to the effect that for U.S. federal income tax purposes (a) no AMID entity should recognize any income or gain as a result of the Merger (other than any gain resulting from any decrease in partnership liabilities pursuant to Section 752 of the Code), (b) no gain or loss should be recognized by holders of AMID Common Units as a result of the Merger with respect to such AMID Common Units held (other than any gain resulting from any decrease in partnership liabilities pursuant to Section 752 of the Code);

JPE and JPE GP having performed, in all material respects, all obligations required to be performed by them under the Merger Agreement; and

the receipt of an officer's certificate executed by an executive officer of JPE certifying that the two preceding conditions have been satisfied.

The obligations of JPE to effect the Merger are subject to the satisfaction or waiver of the following additional conditions:

the representations and warranties of AMID and AMID GP in the Merger Agreement being true and correct both when made and at and as of the date of the closing of the Merger, except to the extent expressly made as of an earlier date, in which case as of such date, except where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to material adverse effect or materiality contained in any individual representation or warranty), does not have and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on AMID (apart from certain identified representations and warranties (i) providing that there will not have been a material adverse effect on AMID from June 30, 2016 through the closing date of the Merger and with respect to the authority to execute the Merger Agreement and consummate the transactions, which must be true and correct in all respects, and (ii) regarding AMID's capitalization, which must be true and correct in all respects other than immaterial misstatements and omissions);

AMID and AMID GP having performed, in all material respects, all obligations required to be performed by them under the Merger Agreement;

JPE having received from Latham, counsel to JPE, a written opinion dated as of the date of the closing of the Merger to the effect that for U.S. federal income tax purposes, except to the extent the Section 707 Consideration (defined below) causes the Merger to be treated as a disguised sale, holders of JPE Common Unit or JPE Subordinated Units (other than JPE Common Units or JPE Subordinated Units held by the Affiliated Unitholders and GP Sub) should not recognize any income or gain as a result of the Merger with respect to such JPE Common Units or JPE Subordinated Units held (other than any gain resulting from (x) any actual or constructive

distribution of cash, including as a result of any decrease in partnership liabilities pursuant to Section 752 of the Code, or (y) the receipt of any non-pro rata merger consideration); provided that such opinion shall not extend to any holder who acquired JPE Common Units or JPE Subordinated Units from JPE in exchange for property other than cash;

the receipt of an officer's certificate executed by an executive officer of AMID certifying that the two preceding conditions have been satisfied; and

AMID having (i) paid or caused to be paid on behalf of JPE the dollar amount of all indebtedness and any other amounts required to be paid under JPE's credit facility in order to fully pay off JPE's credit facility or (ii) obtained all required consents from the lenders under JPE's credit facility and AMID's credit facility to permit AMID to maintain JPE's credit facility following the closing of the Merger.

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For purposes of the Merger Agreement, the term **material adverse effect** means, when used with respect to a party to the Merger Agreement, any change, effect, event or occurrence that, individually or in the aggregate, (x) has had or would reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of such party or its subsidiaries, taken as a whole, or (y) prevents or materially impedes, interferes with or hinders the consummation of the transactions contemplated by the Merger Agreement, including the Merger, on or before the Outside Date; *provided, however*, that any adverse changes, effects, events or occurrences resulting from or due to any of the following will be disregarded in determining whether there has been a material adverse effect: (i) changes, effects, events or occurrences generally affecting the United States or global economy, the financial, credit, debt, securities or other capital markets or political, legislative or regulatory conditions or changes in the industries in which such party operates; (ii) the announcement or pendency of the Merger Agreement or the transactions contemplated thereby or the performance of the Merger Agreement (including, for the avoidance of doubt, performance of the parties' reasonable best efforts obligations under the Merger Agreement in connection with obtaining regulatory approval); (iii) any change in the market price or trading volume of the limited partnership interests or other equity securities of such party (it being understood and agreed that the foregoing will not preclude any other party to the Merger Agreement from asserting that any facts or occurrences giving rise to or contributing to such change that are not otherwise excluded from the definition of material adverse effect should be deemed to constitute, or be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect); (iv) acts of war or terrorism (or the escalation of the foregoing) or natural disasters or other force majeure events; (v) changes in any laws or regulations applicable to such party or applicable accounting regulations or principles or the interpretation thereof that materially affects the Merger Agreement or the transactions contemplated thereto; (vi) any legal proceedings commenced by or involving any current or former member, partner or stockholder of such party (on their own or on behalf of such party) arising out of or related to the Merger Agreement or the transactions contemplated thereby; (vii) changes, effects, events or occurrences generally affecting the prices of oil, natural gas, natural gas liquids or coal or other commodities; (viii) any failure of a party to meet any internal or external projections, forecasts or estimates of revenues, earnings or other financial or operating metrics for any period (it being understood and agreed that the foregoing will not preclude any other party to the Merger Agreement from asserting that any facts or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of **material adverse effect** should be deemed to constitute, or be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect); and (ix) the taking of any action required by the Merger Agreement; *provided, however*, that changes, effects, events or occurrences referred to in clauses (i), (iv), (v) and (vii) above will be considered for purposes of determining whether there has been or would reasonably be expected to be a material adverse effect if and to the extent such state of affairs, changes, effects, events or occurrences has had or would reasonably be expected to have a disproportionate adverse effect on such party and its subsidiaries, taken as a whole, as compared to other companies of similar size operating in the industries in which such party and its subsidiaries operate.

**JPE Unitholder Approval**

JPE has agreed to hold a special meeting of its unitholders as soon as is practicable after the date of the Merger Agreement for the purpose of such unitholders voting on the adoption and approval of the Merger Agreement and the transactions contemplated thereby. The Merger Agreement requires JPE to submit the Merger Agreement to a unitholder vote. In addition, unless the JPE GP Board has effected an adverse recommendation change in accordance with the Merger Agreement as described in **Change in JPE GP Board Recommendation**, JPE has agreed to use reasonable best efforts to solicit from its unitholders proxies in favor of the Merger and to take all other action necessary or advisable to secure the adoption and approval by its unitholders of the Merger Agreement and the transactions contemplated thereby. The JPE GP Board has approved the Merger Agreement and the transactions contemplated thereby and authorized that the Merger Agreement be submitted to the unitholders of JPE for their consideration.

For purposes of the Merger Agreement, the term "alternative proposal" means any inquiry, proposal or offer from any person or group (as defined in Section 13(d) of the Exchange Act), other than AMID, its subsidiaries

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and their respective affiliates, including, but not limited to the Affiliated Unitholders, relating to any (i) direct or indirect acquisition (whether in a single transaction or a series of related transactions), outside of the ordinary course of business, of assets of JPE and its subsidiaries equal to 25% or more of JPE's consolidated assets or to which 25% or more of JPE's revenues or earnings on a consolidated basis are attributable, (ii) direct or indirect acquisition (whether in a single transaction or a series of related transactions) of beneficial ownership (within the meaning of Section 13 under the Exchange Act) of 25% or more of any class of equity securities of JPE, (iii) tender offer or exchange offer that if consummated would result in any person or group (as defined in Section 13(d) of the Exchange Act) beneficially owning 25% or more of any class of equity securities of JPE or (iv) merger, consolidation, unit exchange, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving JPE which is structured to permit any person or group (as defined in Section 13(d) of the Exchange Act) to acquire beneficial ownership of at least 25% of such party's consolidated assets or equity interests; in each case, other than the transactions contemplated by the Merger Agreement.

**No Solicitation by JPE of Alternative Proposals**

The Merger Agreement contains detailed provisions prohibiting JPE from seeking an alternative proposal to the Merger. Under these no solicitation provisions, JPE has agreed that it will not, and will cause its subsidiaries and use reasonable best efforts to cause its and its subsidiaries' directors, officers, employees, investment bankers, financial advisors, attorneys, accountants, agents and other representatives not to, directly or indirectly:

solicit, initiate, knowingly facilitate, knowingly encourage (including by way of furnishing confidential information) or knowingly induce or take any other action intended to lead to any inquiries or any proposals that constitute the submission of an alternative proposal;

grant approval to any person to acquire 20% or more of any partnership securities issued by JPE without such person being subject to the limitations in the JPE partnership agreement that prevents certain persons or groups that beneficially own 20% or more of any outstanding partnership securities of any class then outstanding from voting any partnership securities of JPE on any matter; or

except as permitted by the Merger Agreement, enter into any confidentiality agreement, merger agreement, letter of intent, agreement in principle, unit purchase agreement, asset purchase agreement or unit exchange agreement, option agreement or other similar agreement relating to an alternative proposal.

In addition, the Merger Agreement requires JPE and its subsidiaries to (i) cease and cause to be terminated any discussions or negotiations with any persons conducted prior to the execution of the Merger Agreement regarding an alternative proposal, (ii) request the return or destruction of all confidential information previously provided to any such persons and (iii) immediately prohibit any access by any persons (other than AMID and its representatives) to any physical or electronic data room relating to a possible alternative proposal.

Notwithstanding these restrictions, the Merger Agreement provides that, under specified circumstances at any time prior to JPE Unitholders voting in favor of adopting the Merger Agreement, JPE may furnish information, including confidential information, with respect to it and its subsidiaries to, and participate in discussions or negotiations with, any third party that makes a written alternative proposal that the JPE GP Board believes is *bona fide* so long as the JPE GP Board, after consultation with JPE GP's outside legal counsel and financial advisors, determines in good faith that such alternative proposal constitutes or could reasonably be expected to lead to or result in a superior proposal

and, after consultation with JPE GP's outside legal counsel, failure to furnish such information or participate in such discussions would be inconsistent with the JPE GP Board's duties under the JPE partnership agreement and applicable law, and such alternative proposal did not result from a material breach of the no solicitation provisions in the Merger Agreement.

JPE has also agreed in the Merger Agreement that it (i) will promptly, and in any event within 48 hours after receipt, notify AMID of any alternative proposal or any request for information or inquiry with regard to any

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alternative proposal and the identity of the person making any such alternative proposal, request or inquiry (including providing AMID with copies of any written materials received from or on behalf of such person relating to such proposal, offer, request or inquiry) and (ii) will provide AMID with the material terms, conditions and nature of any such alternative proposal, request or inquiry. In addition, JPE agrees to keep AMID reasonably informed of all material developments affecting the status and terms of any such alternative proposals, offers, inquiries or requests (and promptly provide AMID with copies of any written materials received by it or that it has delivered to any third party making an alternative proposal that relate to such proposals, offers, requests or inquiries) and of the status of any such discussions or negotiations.

The Merger Agreement permits JPE or the JPE GP Board to issue a “stop, look and listen” communication pursuant to Rule 14d-9 (f) or comply with Rule 14d-9 and Rule 14e-2 under the Exchange Act if the JPE GP Board determines in good faith (after consultation with outside legal counsel) that the failure to take such action would be reasonably likely to constitute a violation of applicable law.

For purposes of the Merger Agreement, a superior proposal means a *bona fide* unsolicited written offer, obtained after the date of the Merger Agreement and not in breach of JPE’s no solicitation obligations described above (other than an immaterial breach) to acquire, directly or indirectly, 50% or more of the outstanding equity securities of JPE or 50% or more of the assets of JPE and its subsidiaries on a consolidated basis, made by any party other than AMID, its subsidiaries, or any affiliates (including the Affiliated Unitholders) which is on terms and conditions that the JPE GP Board determines in its good faith to be (i) reasonably capable of being consummated in accordance with its terms, taking into account legal, regulatory, financial, financing and timing aspects of the proposal, and (ii) if consummated, more favorable to JPE’s Unitholders (in their capacity as unitholders) from a financial point of view than the transactions contemplated by the Merger Agreement, taking into account at the time of such determination any changes to the terms of the Merger Agreement that as of that time had been committed to by AMID in writing.

## **Change in JPE GP Board Recommendation**

The Merger Agreement provides that JPE will not, and will cause its subsidiaries and use reasonable best efforts to cause its representatives not to, directly or indirectly, withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in a manner adverse to AMID, the recommendation of the JPE GP Board that its unitholders adopt the Merger Agreement or publicly recommend the approval or adoption of, or publicly approve or adopt, or propose to publicly recommend, approve or adopt, any alternative proposal. In addition, if JPE receives an alternative proposal it will, within ten business days of receipt of a written request from AMID, publicly reconfirm the recommendation of the JPE GP Board that its unitholders adopt the Merger Agreement; *provided*, that AMID is not permitted to make such request on more than one occasion in respect of each alternative proposal and each material modification to an alternative proposal, if any.

JPE’s taking or failing to take, as applicable, any of the actions described above is referred to as an “adverse recommendation change.”

Notwithstanding the terms described above or any other term of the Merger Agreement to the contrary, subject to the conditions described below, the JPE GP Board may, at any time prior to the adoption of the Merger Agreement by the JPE Unitholders, effect an adverse recommendation change in response to either (i) an alternative proposal or (ii) changed circumstance (as defined below), in each case if the JPE GP Board, after consultation with JPE GP’s outside legal counsel, determines in good faith that the failure to take such action would be inconsistent with its duties under the JPE partnership agreement or applicable law, and the following conditions have been met:

if the JPE GP Board intends to effect such adverse recommendation change in response to an alternative proposal:

such alternative proposal is bona fide, in writing and has not been withdrawn or abandoned;



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the JPE GP Board has determined, after consultation with JPE GP's outside legal counsel and financial advisors, that such alternative proposal constitutes a superior proposal as described below;

JPE has provided prior written notice to AMID of the intention of the JPE GP Board to effect an adverse recommendation change, and such notice has specified the identity of the person making such alternative proposal, the material terms and conditions of such alternative proposal, and complete copies of any written proposal or offers (including proposed agreements) received by JPE in connection with such alternative proposal;

during the period that commences on the date of delivery of the above-described notice and ends on the date that is the third calendar day following the date of such delivery, JPE must have (1) negotiated with AMID in good faith to make such adjustments to the terms and conditions of the Merger Agreement as would permit the JPE GP Board not to effect an adverse recommendation change and (2) kept AMID reasonably informed with respect to the status and changes in the material terms and conditions of such alternative proposal or other change in circumstances related thereto; *provided*, that any material revisions to such alternative proposal (including any change in the purchase price) will require delivery of a subsequent notice and a subsequent notice period, except that such subsequent notice period will expire upon the later of (x) the end of the initial notice period and (y) the date that is the second calendar day following the date of the delivery of such subsequent notice; and

the JPE GP Board must have considered all revisions to the terms of the Merger Agreement irrevocably offered in writing by AMID and, at the end of the notice period, must have determined in good faith that (i) such alternative proposal continues to constitute a superior proposal and (ii) failure to effect an adverse recommendation change would be inconsistent with its duties under the JPE partnership agreement or applicable law, in each case even if such revisions were to be given effect; or

if the JPE GP Board intends to effect such adverse recommendation change in response to a changed circumstance:

JPE has provided prior written notice to the other party of the intention of the JPE GP Board to effect an adverse recommendation change, and such notice has specified the details of such changed circumstance and the reasons for the adverse recommendation change;

during the period that commences on the date of delivery of the above-described notice and ends on the date that is the third calendar day following the date of such delivery, JPE must have (i) negotiated with the other party in good faith to make such adjustments to the terms and conditions of the Merger Agreement as would permit the JPE GP Board not to effect an adverse recommendation change and (ii) kept AMID reasonably informed of any change in circumstances related thereto; and

the JPE GP Board must have considered all revisions to the terms of the Merger Agreement irrevocably offered in writing by AMID and, at the end of the notice period, must have determined in

good faith that the failure to effect an adverse recommendation change would be inconsistent with its duties under the JPE partnership agreement or applicable law even if such revisions were to be given effect.

As used in the Merger Agreement, a changed circumstance means a material event, circumstance, change or development, in each case that arises or occurs after the date of the Merger Agreement and was not, prior to such date, known to the JPE GP Board; *provided, however*, that in no event will the receipt, existence or terms of an alternative proposal or any matter relating thereto or consequence thereof constitute a changed circumstance.

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### **Merger Consideration**

The Merger Agreement provides that, at the Effective Time, (i) each JPE Unit issued and outstanding or deemed issued and outstanding as of immediately prior to the Effective Time (other than JPE Units held by Affiliated Unitholders or GP Sub) will be converted into the right to receive 0.5775 AMID Common Units and (ii) each JPE Unit issued and outstanding or deemed issued and outstanding as of immediately prior to the Effective Time held by the Affiliated Unitholders will be converted into the right to receive 0.5225 AMID Common Units. The JPE Common Units held by GP Sub will remain outstanding in JPE, and GP Sub will continue as a limited partner of JPE.

AMID will not issue any fractional units in the Merger. Instead, all fractional AMID Common Units that a JPE Unitholder would otherwise be entitled to receive will be aggregated and then, if a fractional AMID Common Unit results from that aggregation, be rounded up to the nearest whole AMID Common Unit.

### **Treatment of JPE Equity Awards**

Each award of JPE Phantom Units that is outstanding immediately prior to the Effective Time, automatically and without any action on the part of the holder of such JPE Phantom Unit, will at the Effective Time be converted into the right to receive an award of phantom units relating to AMID Common Units on the same terms and conditions as were applicable to the award of JPE Phantom Units, except that the number of AMID Common Units covered by the award will be equal to the number of JPE Common Units covered by the corresponding award of JPE Phantom Units multiplied by the Exchange Ratio.

### **Treatment of General Partner Interest and Incentive Distribution Rights**

As a result of the Merger, the non-economic general partner interest in JPE outstanding immediately prior to the Effective Time shall be cancelled and cease to exist and no consideration will be delivered in exchange for such JPE general partner interest and GP Sub will be admitted as the sole general partner of the surviving entity. In addition, the incentive distribution rights in JPE outstanding immediately prior to the Effective Time will be cancelled.

### **Adjustments to Prevent Dilution**

Prior to the Effective Time, the unit consideration will be appropriately adjusted to reflect fully the effect of any unit dividend, subdivision, reclassification, recapitalization, split, split-up, unit distribution, combination, exchange of units or similar transaction with respect to JPE Common Units, JPE Subordinated Units or AMID Common Units to provide the holders of JPE Common Units and JPE Subordinated Units the same economic effect as contemplated by the Merger Agreement prior to such event.

### **Withholding**

AMID and the exchange agent will be entitled to deduct and withhold from the consideration otherwise payable to a holder of JPE Units such amounts as are required to be deducted and withheld with respect to the making of such payment under the Code, or under any provision of applicable U.S. federal, state, local or foreign tax law. To the extent that deduction and withholding is required, such deduction and withholding will be taken in AMID Common Units. To the extent withheld, such withheld AMID Common Units will be treated as having been paid to the former holder of JPE Units in respect of whom such withholding was made.

### **Distributions in connection with the Merger**

No distributions with respect to AMID Common Units issued in the Merger will be paid to the holder of any unsurrendered certificates until such certificates are surrendered. Following such surrender, there will be paid,

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without interest, to the record holder of AMID Common Units issued in exchange therefor (i) at the time of such surrender, all distributions payable in respect of any such AMID Common Units, as applicable, with a record date after the Effective Time and a payment date on or prior to the date of such surrender and not previously paid and (ii) at the appropriate payment date, the distributions payable with respect to such AMID Common Units with a record date after the Effective Time but with a payment date subsequent to such surrender. For purposes of distributions in respect of AMID Common Units, all AMID Common Units to be issued pursuant to the Merger will be entitled to distributions as if issued and outstanding as of the Effective Time.

## **Regulatory Matters**

See The Merger Regulatory Approvals and Clearances Required for the Merger for a description of the material regulatory requirements for the completion of the Merger.

AMID and JPE have agreed to (including to cause their respective subsidiaries to) use their reasonable best efforts to resolve any objections that a governmental authority or any other person may assert under antitrust laws with respect to the Merger, and to avoid or eliminate each and every impediment under any antitrust law that may be asserted by any governmental authority with respect to the Merger, in each case, so as to enable the closing of the Mergers to occur as promptly as practicable and in any event no later than the Outside Date. Notwithstanding the foregoing, AMID or JPE are under no obligation to dispose, transfer or separate any assets or operations.

## **Termination of the Merger Agreement**

AMID or JPE may terminate the Merger Agreement at any time prior to the effective time, whether before or after the JPE Unitholders have approved the Merger Agreement, by mutual written consent.

In addition, either AMID or JPE may terminate the Merger Agreement at any time prior to the effective time by written notice to the other party:

if the Merger has not occurred on or before the Outside Date; *provided*, that the right to terminate the Merger Agreement if the Merger has not occurred on or before the Outside Date will not be available to a party (i) if the inability to satisfy the conditions to closing was due to the failure of such party to perform any of its obligations under the Merger Agreement or (ii) if the other party has filed (and is then pursuing) an action seeking specific performance to enforce the obligations under the Merger Agreement;

if any governmental authority has issued a final and nonappealable law, injunction, judgment or ruling that enjoins, restrains, prevents or otherwise prohibits the consummation of the transactions contemplated by the Merger Agreement or makes the transactions contemplated by the Merger Agreement illegal; *provided, however*, that the right to terminate for this reason will not be available if the prohibition was due to the failure of the terminating party to perform any of its obligations under the Merger Agreement; or

if the JPE Unitholders do not adopt the Merger Agreement at the special meeting of JPE Unitholders called for such purpose or any adjournment or postponement of such meeting.

In addition, AMID may terminate the Merger Agreement:

if an adverse recommendation change shall have occurred;

if prior to the adoption of the Merger Agreement by JPE's Unitholders, JPE is in willful breach of its obligations to (i) duly call, give notice of and hold a special meeting of JPE's Unitholders for the purpose of obtaining unitholder approval of the Merger Agreement, use its reasonable best efforts to solicit proxies from unitholders in favor of such adoption and, through the JPE GP Board, recommend the adoption of the Merger Agreement to JPE's Unitholders or (ii) comply with the requirements applicable to the other party described under No Solicitation by JPE of Alternative Proposals; other than in the case where (A) such

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willful breach is a result of an isolated action by a JPE representative (other than a director or officer of JPE) and not caused by, or within the knowledge of, JPE and (B) JPE takes appropriate actions to remedy such willful breach upon discovery thereof; *provided*, that the right to terminate the Merger Agreement for this reason will not be available to AMID if it is then in material breach of any of its representations, warranties, covenants or agreements under the Merger Agreement; or

if there is a breach by JPE of any of its representations, warranties, covenants or agreements in the Merger Agreement such that certain closing conditions would not be satisfied, or if capable of being cured, such breach has not been cured within 30 days following delivery of written notice of such breach by AMID; *provided* that AMID will not have the right to terminate the Merger Agreement for this reason if AMID is then in material breach of any of its representations, warranties, covenants or agreements contained in the Merger Agreement. In addition, JPE may terminate the Merger Agreement:

if there is a breach by AMID of any of its representations, warranties, covenants or agreements in the Merger Agreement such that certain closing conditions would not be satisfied, or if capable of being cured, such breach has not been cured within 30 days following delivery of written notice of such breach by JPE; *provided* that JPE will not have the right to terminate the Merger Agreement for this reason if JPE is then in breach of its obligations to duly call, give notice of and hold a special meeting of its unitholders for the purpose of obtaining unitholder approval of the Merger Agreement, use its reasonable best efforts to solicit proxies from unitholders in favor of such adoption and, through the JPE GP Board, recommend the adoption of the Merger Agreement to JPE Unitholders, in breach of its obligations to comply with the requirements described under No Solicitation by JPE of Alternative Proposals or in material breach of any of its representations, warranties, covenants or agreements contained in the Merger Agreement; or

prior to the adoption of the Merger Agreement by JPE Unitholders, in order to enter into (concurrently with such termination) any agreement, understanding or arrangement providing for a superior proposal in accordance with JPE's obligation to comply with the requirements described under No Solicitation by JPE of Alternative Proposals, *provided* that JPE must concurrently with such termination pay to AMID the termination fee. In some cases, termination of the Merger Agreement will require JPE to reimburse AMID's out-of-pocket expenses; *provided* that in the event of termination by either party because the Merger Agreement was not adopted at the special meeting of JPE Unitholders called for such purpose (or termination by JPE pursuant to a different termination provision provided in the Merger Agreement at a time when the Merger Agreement is terminable because the Merger Agreement was not adopted at the special meeting of JPE Unitholders called for such purpose), JPE shall pay AMID's and AMID's controlled affiliates' out-of-pocket expenses up to a maximum amount of \$5 million. Additionally in certain cases, termination of the Merger Agreement will require JPE to pay a termination fee to AMID (less any expenses previously reimbursed), as described below under Termination Fee and Expenses. Following payment of the termination fee, JPE will not be obligated to pay any additional expenses incurred by AMID or its affiliates.

**Termination Fee**

The Merger Agreement provides that JPE is required to pay a termination fee to AMID of \$10 million, less any expenses of AMID previously reimbursed by JPE, as described below under Expenses, to AMID:

if (i) an alternative proposal was publicly proposed or publicly disclosed prior to, and not withdrawn at the time of, the date of the special meeting of JPE Unitholders called for the purpose of adopting the Merger Agreement (or, if the special meeting of JPE Unitholders did not occur, and such alternative proposal was not withdrawn prior to the date on which the Merger Agreement was terminated as a result of the failure to consummate the Merger prior to the Outside Date), (ii) the Merger Agreement is terminated by either party (A) as a result of the failure to consummate the Merger prior to the Outside Date or (B) because the Merger



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Agreement was not adopted at the special meeting of JPE Unitholders called for such purpose and (iii) JPE enters into a definitive agreement with respect to, or consummates, any alternative proposal during the 12-month period following the date on which the Merger Agreement is terminated (whether or not such alternative proposal is the same alternative proposal referred to in clause (i)); *provided*, that for purposes of the payment of the termination fee described above, the term alternative proposal has the meaning provided under JPE Unitholder Approval, except that the references to 25% or more will be deemed to be references to 50% or more ;

if AMID terminates the Merger Agreement due to:

an adverse recommendation change having occurred;

JPE being, prior to the adoption of the Merger Agreement by JPE Unitholders, in willful breach of its obligations to (i) duly call, give notice of and hold a special meeting of its unitholders for the purpose of obtaining unitholder approval of the Merger Agreement, use its reasonable best efforts to solicit proxies from unitholders in favor of such adoption and, through the JPE GP Board, recommend the adoption of the Merger Agreement to JPE Unitholders or (ii) comply with the requirements described under No Solicitation by JPE of Alternative Proposals; other than in the case where (A) such willful breach is a result of an isolated action by a representative of JPE (other than a JPE director or officer) and not caused by, or within the knowledge of, JPE and (B) JPE takes appropriate actions to remedy such willful breach upon discovery thereof; or

if JPE terminates the Merger Agreement:

prior to the receipt of the JPE Unitholder approval, in order to enter into (concurrently with such termination) any agreement, understanding or arrangement providing for a superior proposal.

**Expenses**

Generally, all fees and expenses incurred in connection with the transactions contemplated by the Merger Agreement will be the obligation of the party incurring such fees and expenses.

In addition, JPE is required to pay the expenses of AMID in the event that the Merger Agreement is terminated:

by JPE or AMID because the Merger Agreement was not adopted by JPE Unitholders at a special meeting of JPE Unitholders (or if JPE terminates the Merger Agreement pursuant to another termination right at a time when the agreement was terminable for this reason); or

by AMID if prior to the adoption of the Merger Agreement by JPE's Unitholders, JPE is in willful breach of its obligations to (i) duly call, give notice of and hold a special meeting of JPE's Unitholders for the purpose of obtaining unitholder approval of the Merger Agreement, use its reasonable best efforts to solicit proxies from unitholders in favor of such adoption and, through the JPE GP Board, recommend the adoption of the Merger

Agreement to JPE's Unitholders or (ii) comply with the requirements applicable to the other party described under No Solicitation by JPE of Alternative Proposals; other than in the case where (A) such willful breach is a result of an isolated action by a JPE representative (other than a director or officer of JPE) and not caused by, or within the knowledge of, JPE and (B) JPE takes appropriate actions to remedy such willful breach upon discovery thereof; or

In such case, JPE promptly, but in no event later than three business days after receipt of an invoice therefor from AMID, will be required to pay AMID's designee all of the reasonable documented out-of-pocket expenses (including all fees and expenses of counsel, accountants, investment bankers, financing sources, hedging counterparties, experts and consultants) incurred by AMID and its controlled affiliates in connection with the Merger Agreement and the transactions contemplated thereby; provided, however, that in the event of a termination of the Merger Agreement by either party because the Merger Agreement was not adopted at the

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special meeting of JPE Unitholders called for such purpose (or termination by JPE pursuant to a different termination provision provided in the Merger Agreement at a time when the Merger Agreement is terminable because the Merger Agreement was not adopted at the special meeting of JPE Unitholders called for such purpose), JPE shall pay AMID's out-of-pocket expenses up to a maximum amount of \$5 million. In no event will JPE be required to make any such payment if, at the time of such termination, the Merger Agreement was terminable by it because there is a breach by AMID of any of its representations, warranties, covenants or agreements in the Merger Agreement such that certain closing conditions would not be satisfied, or if capable of being cured, such breach has not been cured within 30 days following delivery of written notice of such breach. Following payment of the termination fee, JPE will not be obligated to pay any additional expenses incurred by AMID or its affiliates.

Pursuant to the JPE Expense Reimbursement Agreement, AL Lonestar will reimburse, or will pay directly on behalf of, JPE or JPE GP the reasonable costs and expenses incurred by JPE or JPE GP to third parties in connection with the Mergers, including (i) the termination fee pursuant to the Merger Agreement and (ii) all reasonable out-of-pocket legal and financial advisory fees, costs and expenses paid or payable to third parties and incurred in connection with the negotiation, execution and performance of the Merger Agreement and consummation of the Mergers; provided, however, that JPE and JPE GP (subject to prior approval by the conflicts committee of the JPE GP Board) and AL Lonestar may make a determination that AL Lonestar has satisfied the requirements by such other methods as the parties determine to be appropriate.

## **Conduct of Business Pending the Consummation of the Merger**

Under the Merger Agreement, each of AMID and JPE has undertaken certain covenants that place restrictions on it and its respective subsidiaries from the date of the Merger Agreement until the earlier of the termination of the Merger Agreement in accordance with its terms and the effective time, unless the other party gives its prior written consent (which, in certain instances, cannot be unreasonably withheld, conditioned or delayed). In general, each party has agreed to (i) cause its respective business to be conducted in the ordinary course of business consistent with past practice, (ii) use commercially reasonable efforts to preserve intact its respective business organization and the goodwill of those having business relationship with it and retain the services of its present officers and directors, (iii) use commercially reasonable efforts to keep in full force and effect all material permits and insurance policies maintained by it and its subsidiaries, other than changes to such policies made in the ordinary course of business and (iv) use commercially reasonable efforts to comply in all material respects with all applicable laws and the requirements of its respective material contracts.

Subject to certain exceptions set forth in the Merger Agreement and the disclosure schedules delivered by JPE to AMID in connection with the Merger Agreement, unless AMID consents in writing (which consent cannot be unreasonably withheld, conditioned or delayed), JPE will not, and will not permit any of its subsidiaries to, among other things, undertake the following actions:

issue, sell, grant, dispose of, accelerate the vesting of or modify, any ownership or other limited partnership interests in JPE, voting securities or equity interests, or any securities convertible into or exchangeable for ownership or other interests in JPE, voting securities or equity interests;

redeem, purchase or otherwise acquire any ownership or other limited partnership interests in, voting securities or equity interests, except in connection with the settlement of tax withholding with respect to JPE Phantom Units that are outstanding as of the date of the Merger Agreement and in accordance with the terms of such awards;

declare, set aside for payment or pay any distribution on any JPE Common Units, JPE Subordinated Units, other JPE partnership interests and JPE Phantom Units, or otherwise make any payments to JPE Unitholders in their capacity as such, other than (i) distributions by a subsidiary to its parent or (ii) JPE's regular quarterly distribution up to \$0.325 per JPE Common Unit;

split, combine, subdivide or reclassify any JPE Common Units or other partnership interests;

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incur, refinance or assume any indebtedness for borrowed money or guarantee any such indebtedness for borrowed money or issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of JPE or any of its subsidiaries, except that JPE may:

borrow under JPE's existing credit facility (and to the extent such credit facility is increased);

in addition to borrowings under the preceding bullet, borrow additional amounts up to \$1,000,000 in the aggregate and

borrow from or repay a subsidiary, and JPE's subsidiaries may borrow from or repay JPE;

prepay or repurchase any long-term indebtedness for borrowed money or debt securities of JPE or any of its subsidiaries, other than revolving indebtedness, borrowings from JPE to a subsidiary and repayments or repurchases required pursuant to the terms of such indebtedness or debt securities;

sell, transfer, lease, farmout or otherwise dispose of any properties or assets that have a fair market value in excess of \$250,000 individually or \$1,000,000 in the aggregate (except (i) pursuant to certain contracts listed in the disclosure schedules, (ii) dispositions of obsolete or worthless equipment that is replaced with comparable or better equipment, (iii) transactions in the ordinary course of business consistent with past practice or (iv) sales or transfers to JPE or its subsidiaries);

make any capital expenditures (which includes, among others, any investments by contribution to capital) in excess of \$2,000,000 in the aggregate other than (i) any capital expenditures approved by the JPE GP Board, (ii) certain capital expenditures set forth on the disclosure schedules or (iii) as may be reasonably required to conduct emergency operations or repairs of any well, pipeline or other facility;

directly or indirectly acquire any entity, division, business or equity interest of any third party except as set forth on the disclosure schedules;

make any loans or advances to any person other than (i) travel, relocation expenses and similar expenses or advances to employees in the ordinary course of business consistent with past practice, (ii) loans and advances to JPE or its subsidiaries and (iii) trade credit granted in the ordinary course of business consistent with past practice;

(i) except for in connection with certain contracts relating to indebtedness or commodity derivative instruments entered into in compliance with JPE's risk management policy and (other than in the case of non-competition agreements) as in the ordinary course of business consistent with past practice, enter into material contracts or terminate or amend in any material respect any material JPE contract or (ii) (A) waive any material rights under any material JPE contract, (B) enter into or extend the term or scope of any material JPE contract that materially

restricts JPE or any of its subsidiaries from engaging in any line of business or in any geographic area, (C) enter into any material JPE contract that would be breached by, or require the consent of any third party in order to continue in full force following, consummation of the transactions contemplated by the Merger Agreement or (D) release any person from, or modify or waive any provision of, any standstill or confidentiality agreement related to a sale of JPE or any of its material subsidiaries;

except in the ordinary course of business, as set forth in the disclosure schedules or as required by the terms of the Merger Agreement or, as of the date of the Merger Agreement, of any JPE benefit plan, (i) increase the compensation of any executive officer, (ii) pay any bonus or incentive compensation, (iii) grant any new equity or non-equity based compensation award, (iv) enter into, establish, amend or terminate any JPE benefit plan or any other agreement or arrangement which would be a JPE benefit plan if it were in effect on the date of the Merger Agreement, (v) accelerate the vesting or payment of any compensation or benefits under any JPE benefit plan or (vi) fund any JPE benefit plan or trust relating thereto;

adopt a plan or agreement of complete or partial liquidation, dissolution, restructuring, recapitalization, merger, consolidation or other reorganization (other than transactions between wholly owned subsidiaries of JPE);

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pay, discharge, settle or satisfy any suit, action, claims or proceeding, except in the course of ordinary business, provided that such actions do not result in payment by JPE in excess of \$1,000,000 in the aggregate and do not include any equitable remedies or other restrictions binding on JPE beyond such cash settlement;

(i) change its fiscal year or method of tax accounting, (ii) make, change or revoke any material tax election, (iii) settle or compromise any material liability for taxes, (iv) file any material amended tax return, (v) enter into any arrangement with any governmental authority with respect to taxes; (vi) surrender any right to claim a refund for taxes, (vii) consent to an extension of the statute of limitations applicable to any tax claim or assessment, or (viii) take any action of fail to take any action that would reasonably be expected to cause JPE or any of its subsidiaries to be treated, for U.S. federal income tax purposes, as a corporation;

make any material changes in financial accounting methods, principles or practices (or change an annual accounting period), except insofar as may be required by a change in GAAP or applicable law;

engage in any activity or conduct its business in a manner that would cause less than 90% of the gross income of JPE for any calendar year since its formation and prior to the effective time to be treated as qualifying income within the meaning of Section 7704(d) of the Internal Revenue Code; or

amend JPE's certificate of limited partnership or the JPE partnership agreement.

Subject to certain exceptions set forth in the Merger Agreement and the disclosure schedules delivered by AMID to JPE in connection with the Merger Agreement, unless JPE consents in writing (which consent cannot be unreasonably withheld, conditioned or delayed), AMID has agreed to certain restrictions limiting the ability of it and its subsidiaries to, among other things:

issue, sell, grant, dispose of, accelerate the vesting of or modify any limited partnership interests or limited liability company interests in AMID, voting securities or equity interests, or any securities convertible into or exchangeable for limited partnership interests or limited liability company interests in AMID, other than (i) the issuance or sale of equity securities for cash or in connection with an acquisition in an amount not to exceed \$110,000,000, (ii) granting of new awards under the AMID equity plans to employees and other service providers in the ordinary course of business consistent with past practice and the issuance of AMID Common Units upon the settlement of any equity awards that are outstanding on, or granted after, the date of the Merger Agreement and in accordance with its terms (iii) as set forth on the disclosure schedules;

redeem, purchase or otherwise acquire any of AMID's outstanding partnership interests, limited liability company interests, voting securities or equity interests, other than (i) tax withholding with respect to, equity or equity-based awards outstanding on the date of the Merger Agreement or thereafter granted in accordance with their terms or (ii) in excess of \$1,000,000 in the aggregate, except for (A) distributions by a direct or indirect subsidiary of AMID or (B) AMID's regular quarterly distributions;

declare, set aside for payment or pay any distribution on any AMID Common Units or any other AMID partnership interests, or otherwise make any payments to AMID Unitholders in their capacity as such;

split, combine, subdivide or reclassify any AMID Common Units or other interests;

incur, refinance or assume any indebtedness for borrowed money or guarantee any such indebtedness for borrowed money or issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of AMID or any of its subsidiaries, except that AMID may:

borrow under AMID's existing credit facility (and to the extent such credit facility is increased);

in addition to borrowings under the preceding bullet, borrow additional amounts up to \$75,000,000 in the aggregate;

refinancing, replacement or amendment of any indebtedness;

borrow from or repay a subsidiary, and AMID's subsidiaries may borrow from or repay AMID;



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sell, transfer, lease, farmout or otherwise dispose of any properties or assets that have a fair market value in excess of \$500,000 individually or \$2,000,000 in the aggregate (except (i) pursuant to certain contracts listed in the disclosure schedules, (ii) dispositions of obsolete or worthless equipment that is replaced with comparable or better equipment, (iii) transactions in the ordinary course of business consistent with past practice or (iv) sales or transfers to AMID or its subsidiaries);

make any capital expenditures (which includes, among others, any investments by contribution to capital) in excess of \$4,000,000 in the aggregate other than (i) any capital expenditures approved by the AMID GP Board, (ii) certain capital expenditures set forth on the disclosure schedules or (iii) as may be reasonably required to conduct emergency operations or repairs of any well, pipeline or other facility;

(i) change its fiscal year or method of tax accounting, (ii) make, change or revoke any material tax election, (iii) settle or compromise any material liability for taxes, (iv) file any material amended tax return, (v) enter into any arrangement with any governmental authority with respect to taxes; (vi) surrender any right to claim a refund for taxes, or (vii) take any action of fail to take any action that would reasonably be expected to cause AMID or any of its subsidiaries to be treated, for U.S. federal income tax purposes, as a corporation;

make any material changes in financial accounting methods, principles or practices (or change an annual accounting period), except insofar as may be required by a change in GAAP or applicable law;

except as provided in the Merger Agreement, amend AMID's certificate of limited partnership or the AMID partnership agreement in any manner that would be reasonably expected to (i) prohibit or materially impede or delay the Merger or the consummation of the other transactions contemplated by the Merger Agreement, or (ii) adversely affect in a material way the rights of holders of its securities or the securities of any other party thereto;

adopt a plan or agreement of complete or partial liquidation, dissolution, restructuring, recapitalization, merger, consolidation or other reorganization (other than transactions between wholly owned subsidiaries of AMID) that would (i) prevent or materially impede or delay the ability of the parties to satisfy the conditions to and the consummation of the transactions set forth in the Merger Agreement or (ii) adversely affect in a material way the rights of holders of the securities of any party thereto;

take any action that would in any material respect impede or delay the ability of the parties to satisfy any of the conditions to the transactions contemplated by the Merger Agreement, in each case to a date after the Outside Date; or

engage in any activity or conduct its business in a manner that would cause less than 90% of the gross income of AMID for any calendar year since its formation and prior to the effective time to be treated as qualifying income within the meaning of Section 7704(d) of the Internal Revenue Code.

Except as set forth above and in the Merger Agreement, AMID and JPE are permitted to engage in certain activities and transactions prior to completion of the Merger, such as financings, incurrence of indebtedness, issuances of equity, sales of assets and acquisitions. Any of these transactions could materially affect the current and future

financial and operating results of each company and the combined company.

**Indemnification; Directors and Officers Insurance**

The Merger Agreement provides, from and after the Effective Time, to the fullest extent that JPE, JPE GP or any applicable subsidiary thereof would be permitted to indemnify past and present directors, officers and employees of JPE, JPE GP or any of their respective subsidiaries, AMID, AMID GP and the surviving entity, jointly and severally, agree to honor the provisions regarding elimination of liability of directors, indemnification of officers, directors and employees and advancement of expenses contained in the JPE charter documents and comparable governing instruments of JPE GP and any subsidiary of JPE or JPE GP immediately prior to the Effective Time, and ensure that the organizational documents of the surviving entity and AMID GP shall, for a

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period of six years following the effective time, contain provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of present and former directors, officers and agents of JPE, JPE GP and their respective subsidiaries than are presently set forth in the JPE charter documents and comparable governing instruments of JPE GP.

The surviving entity and AMID GP shall maintain in effect for six years from the Effective Time JPE's and JPE GP's current directors' and officers' liability insurance policies covering acts or omissions occurring at or prior to the Effective Time with respect to the past and present directors, officers and employees of JPE, JPE GP or any of their respective subsidiaries, provided, that with the written consent of JPE GP obtained prior to the Effective Time, the surviving entity or AMID GP shall not be required to expend more than an amount per year equal to 300% of current annual premiums paid by JPE or JPE GP for such insurance. If JPE or JPE GP in its sole discretion elects, it may purchase a tail policy with respect to acts or omissions occurring or alleged to have occurred prior to the Effective Time that were committed or alleged to have been committed by any past and present directors, officers and employees of JPE, JPE GP or any of their respective subsidiaries in their capacity as such, so long as the cost of such policy does not exceed six times an amount equal to 300% of the current annual premiums paid by JPE or JPE GP for directors' and officers' liability insurance policies, provided, that the cost of the tail policy will be borne by the surviving entity of the Merger of AMID GP and, if such a tail policy is purchased, AMID and AMID GP will have no further obligations with respect to maintaining directors' and officers' liability insurance.

## **Structuring Matters**

The Merger Agreement provides that JPE will, at AMID's request, (i) call for prepayment or redemption, or prepay or redeem, (ii) attempt to renegotiate the terms of, (iii) commence an offer to purchase and/or consent solicitation or (iv) satisfy and discharge or defease any then-existing indebtedness for borrowed money of JPE; *provided* that JPE will not be obligated to take any such action (nor will JPE be required to incur any cost or liability in respect thereof) prior to the Effective Time of the Merger.

## **Amendment to AMID Partnership Agreement**

In conjunction with the Merger, AMID GP will enter into the AMID Partnership Agreement Amendment, providing for the payment of series A PIK preferred units for the quarter (the series A preferred quarterly distribution) in which the Merger is consummated and thereafter equal to the quotient of (i) the greater of (a) \$0.4125 and (b) the series A distribution amount, as such term is defined in the AMID partnership agreement, divided by (ii) the series A adjusted issued price, as such term is defined in the AMID partnership agreement. However, in the AMID GP's discretion, which determination shall be made prior to the record date for the relevant quarter, the series A preferred quarterly distribution may be paid as (x) an amount in cash up to the greater of (1) \$0.4125 and (2) the series A distribution amount, and (y) a number of series A PIK preferred units equal to the quotient of (a) the remainder of (i) the greater of (I) \$0.4125 and (II) the series A distribution amount less (ii) the amount of cash paid pursuant to clause (x), divided by (b) the series A adjusted issue price, as such term is defined in the AMID partnership agreement.

## **Amendment and Waiver**

At any time prior to the Effective Time, whether before or after adoption and approval of the Merger Agreement by JPE Unitholders, the parties may, by written agreement, amend the Merger Agreement; *provided, however*, that following approval of the Merger and the other transactions contemplated by the Merger Agreement by JPE Unitholders, no amendment or change to the provisions of the Merger Agreement will be made which by law would require further approval by JPE Unitholders or AMID Unitholders, as applicable, without such approval.



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Unless otherwise expressly set forth in the Merger Agreement, whenever a determination, decision, approval or consent of JPE or the JPE GP Board or of AMID or the AMID GP Board is required pursuant to the Merger Agreement, such determination, decision, approval or consent must be authorized by the JPE GP Board and the AMID GP Board, as applicable.

At any time prior to the Effective Time, any party to the Merger Agreement may, to the extent legally allowed:

waive any inaccuracies in the representations and warranties of any other party contained in the Merger Agreement;

extend the time for the performance of any of the obligations or acts of any other party provided for in the Merger Agreement; or

waive compliance by any other party with any of the agreements or conditions contained in the Merger Agreement, as permitted under the Merger Agreement.

## **Remedies, Specific Performances**

The Merger Agreement provides that, in the event JPE pays the termination fee (described under Termination Fee ) to AMID when required, JPE will have no further liability to AMID or AMID GP. Notwithstanding any termination of the Merger Agreement, the Merger Agreement provides that nothing in the Merger Agreement (other than payment of the termination fee) will relieve any party from any liability for any failure to consummate the transactions when required pursuant to the Merger Agreement or any party from liability for fraud or a willful breach of any covenant or agreement contained in the Merger Agreement. The Merger Agreement also provides that the parties are entitled to obtain an injunction to prevent breaches of the Merger Agreement and to specifically enforce the Merger Agreement. In the event that AMID receives the termination fee, AMID may not seek any award of specific performance under the Merger Agreement.

## **Representations and Warranties**

The Merger Agreement contains representations and warranties made by AMID and JPE. These representations and warranties have been made solely for the benefit of the other parties to the Merger Agreement and:

may be intended not as statements of fact or of the condition of the parties to the Merger Agreement or their respective subsidiaries, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;

have been qualified by disclosures that were made to the other party in connection with the negotiation of the Merger Agreement, which disclosures may not be reflected in the Merger Agreement;

may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and

were made only as of the date of the Merger Agreement or such other date or dates as may be specified in the Merger Agreement and are subject to more recent developments.

The representations and warranties made by both AMID and JPE relate to, among other things:

organization, formation, standing, power and similar matters;

capital structure;

approval and authorization of the Merger Agreement and the transactions contemplated by the Merger Agreement and any conflicts created by such transactions;

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required consents and approvals of governmental authorities in connection with the transactions contemplated by the Merger Agreement;

absence of certain changes or events from June 30, 2016 through the date of the Merger Agreement and from the date of the Merger Agreement through the closing date;

brokers and other advisors;

documents filed with the SEC, financial statements included in those documents and regulatory reports filed with governmental authorities;

absence of undisclosed liabilities since June 30, 2016;

legal proceedings;

compliance with applicable laws and permits;

information supplied in connection with this proxy statement/prospectus;

tax matters;

employee benefits;

labor matters;

environmental matters;

contracts of each party;

property;

opinion of financial advisor;

state takeover statutes;

regulatory matters; and

absence of additional representations and warranties.

Additional representations and warranties made only by JPE relate to, among other things:

intellectual property; and

insurance.

An additional representation and warranty made only by AMID relates to AMID's optional determination to pay off the JPE credit facility at closing.

### **Distributions Prior to the Merger**

The Merger Agreement provides that, from the date of the Merger Agreement until the Effective Time, each of AMID and JPE will coordinate with the other regarding the declaration of any distributions in respect of AMID Common Units, JPE Common Units, JPE Subordinated Units. The Merger Agreement also provides that holders of JPE Common Units, JPE Subordinated Units and JPE Phantom Units will receive, for any quarter, either: (i) only distributions in respect of JPE Common Units or JPE Subordinated Units or (ii) only distributions in respect of AMID Common Units that they receive in exchange therefor in the Merger.

### **Additional Agreements**

The Merger Agreement also contains covenants relating to cooperation in the preparation of this proxy statement/prospectus and additional agreements relating to, among other things, access to information, notice of specified matters and public announcements. The Merger Agreement also obligates AMID to have AMID Common Units to be issued in connection with the Merger approved for listing on the NYSE, subject to official notice of issuance, prior to the date of the consummation of the Merger.



Table of Contents**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

The accompanying unaudited pro forma condensed consolidated financial statements show the impact of the following pending or completed transactions on the Partnership's historical financial statements for the periods indicated. References to we, us or our in this section refer to American Midstream Partners, LP, and its consolidated subsidiaries (AMID or the Partnership).

**JP Energy Partners** On October 23, 2016, the Partnership entered into an acquisition and merger agreement with JP Energy Partners LP (JPE), an entity controlled by ArcLight Capital Partners, LLC, (ArcLight Capital), the indirect owner of both AMID's and JPE's General Partner. Under the related agreement, the Partnership will issue new common units in exchange for all of JPE's outstanding limited and general partner units. The related conversion ratios differ depending on whether such units are held by ArcLight Capital and its affiliates (0.5225:1) or by unrelated parties (0.5775:1). As ArcLight Capital and its affiliates own 50.9% of the 36.7 million JPE common and subordinated units currently outstanding, ArcLight Capital and its affiliates will receive 9.7 million new Partnership common units in the exchange while other unitholders will receive 10.4 million new common units.

JPE owns, operates, develops, and acquires a portfolio of midstream energy assets. JPE provides midstream infrastructure solutions for the supply of crude oil, refined products, and natural gas liquids (NGLs) in the United States. Its segments include crude oil pipelines and storage, refined products terminals, and storage, and NGL distribution and sales. Its crude oil businesses are situated in areas, including the Permian Basin and Eagle Ford shale. JPE's crude oil pipelines and storage segment manages the physical movement of crude oil from origination to destinations through its network of owned and leased assets. Its refined product terminals and storage segment consists of two refined products terminals located in North Little Rock, Arkansas and Caddo Mills, Texas. Its NGL distribution and sales segment involves the retail, commercial and wholesale sale of NGLs and other refined products.

The accompanying unaudited pro forma financial information shows the impact of the pending JPE merger on the Partnership's condensed consolidated balance sheet as of September 30, 2016, and on its condensed consolidated statement of operations for the years ended December 31, 2013, 2014 and 2015, and for the nine months ended September 30, 2016.

As ArcLight Capital and its affiliates control both the Partnership and JPE, the merger will be accounted for as a combination of entities under common control. Despite the legal form of the merger whereby the Partnership is acquiring JPE, as ArcLight Capital and its affiliates obtained control of the Partnership on April 15, 2013, JPE will be considered the acquirer for financial reporting purposes.

**Emerald** On April 25, 2016 and April 27, 2016, American Midstream Emerald, LLC (Emerald), a wholly-owned indirect subsidiary of the Partnership, entered into separate agreements with Emerald Midstream, LLC, an ArcLight Capital affiliate, for the purchase of membership interests in the midstream entities described below.

On April 25, 2016, Emerald entered an agreement for the purchase of membership interests in entities that own and operate natural gas pipeline systems in and around Louisiana, Alabama, Mississippi, and the Gulf of Mexico. Pursuant to the related agreement, Emerald acquired (i) 49-2/3% of the issued and outstanding membership interests of Destin Pipeline Company, L.L.C. (Destin), (ii) 16-2/3% of the issued and outstanding membership interests of Tri-States NGL Pipeline, L.L.C. (Tri-States), and (iii) 25.3% of the issued and outstanding membership interests of Wilprise Pipeline Company, L.L.C. (Wilprise), in exchange for approximately \$183.6 million.

The Destin pipeline is a FERC-regulated, 255-mile natural gas transport system with total capacity of 1.2 billion cubic feet per day (Bcf/d). The system originates offshore in the Gulf of Mexico and includes connections with four

producing platforms, and six producer-operated laterals, including Delta House (as defined below). The 120-mile offshore portion of the Destin system terminates at Enterprise Product Partners, LP s

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( Enterprise ) Pascagoula processing plant and is the single source of raw natural gas to the plant. The onshore portion of Destin is the sole delivery point for merchant-quality gas from the Pascagoula processing plant and extends 135 miles north in Mississippi. Destin currently serves as the primary transfer of gas flows from the Barnett and Haynesville shale plays to Florida markets through interconnections with major interstate pipelines. Contracted volumes on the Destin pipeline are based on life-of-field dedication, dedicated volumes over a given period, or interruptible volumes as capacity permits. The Destin pipeline was operated by BP plc ( BP ) through October 31, 2016, after which the Partnership became the operator.

The Tri-States pipeline is a FERC-regulated, 161-mile NGL pipeline and sole form of transport to Louisiana based fractionators for NGLs produced at the Pascagoula plant served by Destin, the Mobile Bay plant owned by Williams Partners, L.P., and the Mobile Bay plant owned by DCP Midstream Partners, L.P. The Tri-States pipeline terminates at the Kenner Louisiana Junction where NGLs access Enterprise's Norco fractionation facility, the Wilprise pipeline and the Belle Rose NGL pipeline. The Tri-States pipeline was operated by BP through September 30, 2016 after which Enterprise became the operator.

The Wilprise pipeline is a FERC-regulated, 30-mile NGL pipeline that originates at the Kenner Junction and terminates in Sorrento, Louisiana where volumes flow via pipeline to a Baton Rouge fractionator operated by Energy Production Corporation. Enterprise is the majority interest holder and operator of the Wilprise pipeline.

On April 27, 2016, Emerald entered an agreement for the purchase of 66-2/3% of the issued and outstanding membership interests of Okeanos Gas Gathering Company, LLC ( Okeanos ), in exchange for a cash purchase price of approximately \$27.4 million. The Okeanos pipeline is a 100-mile natural gas gathering system located in the Gulf of Mexico with a total capacity of 1.0 Bcf/d. The Okeanos pipeline connects two platforms and one lateral, terminating at the Destin Main Pass 260 platform in the Mississippi Canyon region of the Gulf of Mexico. Contracted volumes on the Okeanos pipeline are based on life-of-field dedication. The Okeanos pipeline was operated by BP through October 31, 2016, after which the Partnership became the operator.

The Partnership's investments in the membership interests of Destin, Tri-States, Wilprise and Okeanos are accounted for on the equity method and were recorded at Emerald Midstream, LLC's historical cost basis as the related transactions were between entities under common control. Such transactions were accounted for prospectively from the respective acquisition dates.

The Partnership funded the aggregate purchase price for the Emerald Transactions with the issuance of 8,571,429 units of newly designated Series C convertible preferred units (the Series C Preferred Units ) representing limited partnership interests in the Partnership and a warrant to purchase up to 800,000 common units of the Partnership at an exercise price of \$7.25 with a combined value of \$120.0 million, plus additional borrowings of \$91.0 million under its credit facility. ArcLight Capital affiliates hold and participate in distributions on the Series C Preferred Units with such distributions being made in paid-in-kind Series C Preferred Units, cash, or a combination thereof at the election of the Board of Directors of our General Partner.

**Pinto/Delta House** On September 18, 2015, the Partnership completed the \$162.0 million cash purchase of a 26.33% interest in Pinto Offshore Holdings, LLC ( Pinto ), which is owned by Toga Offshore, LLC, an affiliate of ArcLight Capital. Pinto owns (i) approximately 49% of the limited liability company interests of Delta House FPS LLC and (ii) approximately 49% of the limited liability company interests of Delta House Oil and Gas Lateral LLC, which collectively own the Delta House floating production system and related pipeline infrastructure (collectively, Delta House ). The Partnership funded its acquisition of the 26.33% interest in Pinto through a public offering of 7.5 million common units on September 15, 2015 which yielded net proceeds of approximately \$81.6 million and \$80.4 million of additional borrowings under its credit facility.

The Partnership's investment in the membership interest of Pinto is accounted for on the equity method and was recorded at Toga Offshore, LLC's historical cost basis as the related transaction was between entities under common control. Such transaction was accounted for prospectively from the acquisition date.

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The accompanying unaudited pro forma condensed consolidated financial statements should be read in conjunction with (i) AMID's unaudited condensed consolidated financial statements and the related notes thereto included in Part I, Item 2 of AMID's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2016, that was filed with the Securities and Exchange Commission (SEC) on November 8, 2016, (ii) AMID's audited consolidated financial statements and notes thereto included in Part IV, Item 15 of AMID's Annual Report on Form 10-K for the year ended December 31, 2015, that was filed with the SEC on March 7, 2016, (iii) JPE's unaudited historical condensed consolidated financial statements and notes thereto included in Part I, Item 2 of JPE's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2016, filed with the SEC on November 7, 2016, and (iv) JPE's audited consolidated financial statements and notes thereto included in Part IV, Item 15 of JPE's Annual Report on Form 10-K for the year ended December 31, 2015, that was filed with the SEC on February 29, 2016.

The unaudited pro forma condensed consolidated balance sheet is presented to show the potential financial position of AMID if the Mergers occurred on September 30, 2016. The unaudited pro forma condensed consolidated statements of operations are presented to show the potential results of operations of AMID if the Mergers occurred on January 1, 2013, and if the acquisition by American Midstream Emerald, LLC, a wholly-owned indirect subsidiary of AMID, of membership interests in certain midstream entities owned by Emerald Midstream, LLC, an ArcLight affiliate (the Emerald Acquisition) and the acquisition by AMID of membership interests in Pinto Offshore Holdings, LLC, which is owned by Toga Offshore, LLC, an affiliate of ArcLight Capital (the Delta House Acquisition) occurred on January 1, 2015. AMID derived the unaudited pro forma condensed consolidated financial statements by applying pro forma adjustments to the historical consolidated financial statements of AMID and JPE as well as the entities underlying the Emerald Acquisitions and the Delta House Acquisitions.

The pro forma adjustments are based upon currently available information and certain estimates and assumptions; therefore, actual results may differ from the pro forma adjustments. AMID's management believes that the assumptions provide a reasonable basis for presenting the significant effects of the transactions outlined above and are supportable, directly attributable and are expected to have a continuing impact on AMID's operating results. Additionally, the pro forma adjustments give appropriate effect to AMID's management's assumptions and are properly applied in the unaudited pro forma condensed consolidated financial statements. The Notes to the Unaudited Pro Forma Condensed Consolidated Financial Statements provide a detailed discussion of how such adjustments were derived and presented in the unaudited pro forma condensed consolidated financial statements.

The unaudited pro forma condensed consolidated financial statements account for AMID's acquisition, on April 25, 2016, of (i) 912.4 Class A Units of Delta House FPS LLC and (ii) 53.5 Class A Units of Delta House Oil and Gas Lateral LLC, in exchange for a cash purchase price of approximately \$9.9 million. The unaudited pro forma condensed consolidated financial statements do not account for the following because they occurred after September 30, 2016:

AMID's acquisition of an additional 6.2% non-operated direct interest in Delta House (the Third Delta House Acquisition) on October 31, 2016, for a purchase price of approximately \$48.8 million that was funded with \$34.5 million in net proceeds from the issuance of 2,333,333 newly issued Series D convertible preferred units (the Series D Issuance) plus \$14.3 million of additional borrowings under our revolving credit facility (the Delta House Borrowings);

the series D preferred issuance; or

the sale of AMID's 8.500% senior notes due 2021 offered by AMID on December 13, 2016, and the application of the net proceeds therefrom following the completion of the JPE Merger.

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The unaudited pro forma condensed consolidated financial statements are presented for informational purposes only and do not purport to represent what AMID's results of operations or financial condition would have been had the transactions to which the pro forma adjustments relate occurred on the dates indicated and they do not purport to project AMID's results of operations or financial condition for any future period or as of any future date.

**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET**

As of September 30, 2016

(amounts in thousands, except per unit data)

	<b>JPEP Historical</b>	<b>AMID Historical</b>	<b>Pushdown of ArcLight's Cost Basis in AMID</b>	<b>AMID Pushdown</b>	<b>Adjustments to Reflect the Merger</b>	<b>AMID Consolidated</b>
<b>Assets</b>						
Current assets						
Cash and cash equivalents	\$ 1,768	\$ 4,879	\$	\$ 4,879	\$	\$ 6,647
Accounts receivable, net	45,625	8,309		8,309	(30,849)(d)	23,085
Unbilled revenue		20,126		20,126	31,449(d)	51,575
Accounts receivable from related parties	600				(600)(d)	
Inventory	8,827					8,827
Prepaid expenses and other current assets	4,722	9,570		9,570		14,292
<b>Total current assets</b>	<b>61,542</b>	<b>42,884</b>		<b>42,884</b>		<b>104,426</b>
Non-current assets						
Property, plant and equipment, net	281,316	699,978	64,497(a)	764,475		1,045,791
Goodwill	216,692	16,262		16,262		232,954
Intangible assets, net	122,256	97,702		97,702		219,958
Investment in unconsolidated affiliates		284,485		284,485		284,485
Other assets, net	2,666	57,816		57,816		60,482
<b>Total non-current assets</b>	<b>622,930</b>	<b>1,156,243</b>	<b>64,497</b>	<b>1,220,740</b>		<b>1,843,670</b>
<b>Total assets</b>	<b>\$ 684,472</b>	<b>\$ 1,199,127</b>	<b>\$ 64,497</b>	<b>\$ 1,263,624</b>	<b>\$</b>	<b>\$ 1,948,096</b>
<b>Liabilities and Partners</b>						
<b>Capital</b>						
Current liabilities						
Accounts payable	\$ 37,250	\$ 3,878	\$	\$ 3,878	\$ 12,250(c)	\$ 53,378

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Accrued liabilities	16,833	57,466		57,466		74,299
Current portion of long-term debt	933	1,351		1,351		2,284
Accounts payable to related parties	88				(88)(d)	
Capital leases and short term debt	27				(27)(d)	
Customer deposits and advances	3,871				(3,871)(d)	
Other current liabilities		604		604	3,986(d)	4,590
<b>Total current liabilities</b>	<b>59,002</b>	<b>63,299</b>		<b>63,299</b>	<b>12,250</b>	<b>134,551</b>
<b>Non-current liabilities</b>						
Long-term debt	159,000	672,694		672,694		831,694
Asset retirement obligations		43,876		43,876		43,876
Other long-term liabilities	1,350	57,524		57,524	(347)(d)	58,527
Deferred tax liability		7,102		7,102	347(d)	7,449
<b>Total Liabilities</b>	<b>219,352</b>	<b>844,495</b>		<b>844,495</b>	<b>12,250</b>	<b>1,076,097</b>
<b>Convertible preferred units</b>						
Series A convertible preferred units		178,653		178,653		178,653
Series C convertible preferred units		118,229		118,229		118,229
<b>Equity and partners' capital</b>						
General partner	13,068	(105,483)	61,497(a)	(43,986)	(13,068)(b)	(43,986)
Limited partner interests		153,975		153,975	465,120(b)	606,845
					(12,250)(c)	
Common units	243,189				(243,189)(b)	
Subordinated units	208,863				(208,863)(b)	
Accumulated other comprehensive income		73		73		73
<b>Total partner's capital</b>	<b>465,120</b>	<b>48,565</b>	<b>61,497</b>	<b>110,062</b>	<b>(12,250)</b>	<b>562,932</b>
<b>Non-controlling interest</b>		<b>9,185</b>	<b>3,000(a)</b>	<b>12,185</b>		<b>12,185</b>
<b>Total equity and partner's capital</b>	<b>465,120</b>	<b>57,750</b>	<b>64,497</b>	<b>122,247</b>	<b>(12,250)</b>	<b>575,117</b>
<b>Total liabilities, equity and partners' capital</b>	<b>\$ 684,472</b>	<b>\$ 1,199,127</b>	<b>\$ 64,497</b>	<b>\$ 1,263,624</b>	<b>\$</b>	<b>\$ 1,948,096</b>

**See accompanying notes to unaudited pro forma condensed consolidated financial statements.**



**Table of Contents****UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS****For the nine months ended September 30, 2016****(amounts in thousands, except per unit data)**

	<b>JPEP Historical</b>	<b>AMID Historical</b>	<b>Pushdown of ArcLights Cost Basis in AMID</b>	<b>AMID Pushdown</b>	<b>AMID Subtotal</b>	<b>Emerald Acquisitions</b>	<b>AMID Consolidated</b>
Revenue	\$ 351,065	\$ 165,220	\$	\$ 165,220	\$ 516,285	\$	\$ 516,285
Operating expenses							
Costs of sales	242,119	65,096		65,096	307,215		307,215
Direct operating expenses	48,345	46,754		46,754	95,099		95,099
Selling, general and administrative expenses	30,307	33,255		33,255	63,562		63,562
Depreciation, amortization and accretion expense	34,663	32,015	3,242(a)	35,257	69,920		69,920
Other expenses, net		2,213		2,213	2,213		2,213
Total operating expenses	355,434	179,333	3,242	182,575	538,009		538,009
Gain (loss) on sale of assets, net	(2,451)	90		90	(2,361)		(2,361)
Operating income (loss)	(6,820)	(14,023)	(3,242)	(17,265)	(24,085)		(24,085)
Other income (expense):							
Interest expense	(5,216)	(19,535)		(19,535)	(24,751)	(1,218)(e)	(26,055)
						(86)(f)	
Other Income	627				627		627
Earnings in unconsolidated affiliates		29,983		29,983	29,983	6,047(g)	36,571
						541(h)	
Net income (loss) before income tax (expense)	(11,409)	(3,575)	(3,242)	(6,817)	(18,226)	5,284	(12,942)

Income tax (expense) benefit	(536)	(1,301)	(1,301)	(1,837)	(1,837)
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Net income (loss) from continuing operations	\$ (11,945)	\$ (4,876)	\$ (3,242)	\$ (8,118)	\$ (20,063)	\$ 5,284	\$ (14,779)
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**Limited partners net income (loss) per common unit:**

Basic and diluted:							
Income (loss) from continuing operations	\$ (0.33)	\$ (0.91)					\$ (0.75)

**Weighted average number of common units outstanding:**

Basic and diluted	36,634	30,979					51,108(1)
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See accompanying notes to unaudited pro forma condensed consolidated financial statements.

Table of Contents**UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS****For the year ended December 31, 2015****(amounts in thousands, except per unit data)**

	<b>JPEP</b>	<b>AMID</b>	<b>Pushdown of ArcLight's Cost Basis in AMID</b>	<b>AMID Pushdown</b>	<b>AMID Subtotal</b>	<b>Emerald Acquisitions</b>	<b>Delta House Acquisitions</b>	<b>AMID Consolidated</b>
	<b>Historical</b>	<b>Historical</b>						
Revenue	\$ 680,585	\$ 236,358	\$	\$ 236,358	\$ 916,943	\$	\$	\$ 916,943
Operating expenses								
Costs of sales	527,476	105,883		105,883	633,359			633,359
Direct operating expenses	69,377	59,549		59,549	128,926			128,926
Selling, general and administrative expenses	45,383	27,232		27,232	72,615			72,615
Depreciation, amortization and accretion expense	46,852	38,014	4,806(a)	42,820	89,672			89,672
Other expenses, net		3,774		3,774	3,774			3,774
Total operating expenses	689,088	234,452	4,806	239,258	928,346			928,346
Gain (loss) on sale of assets, net	(909)	(3,011)		(3,011)	(3,920)			(3,920)
Loss on impairment of goodwill	(29,896)	(118,592)		(118,592)	(148,488)			(148,488)
Operating income (loss)	(39,308)	(119,697)	(4,806)	(124,503)	(163,811)			(163,811)
Other income (expense):								

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Interest expense	(5,375)	(14,745)	(14,745)	(20,120)	(3,390)(e)	(2,047)(i)	(26,129)
					(265)(f)	(307)(j)	
Other income	1,732			1,732			1,732
Earnings in unconsolidated affiliates		8,201	8,201	8,201	12,719(g)	5,443(k)	28,002
					1,639(h)		
Net income (loss) before income tax (expense) benefit	(42,951)	(126,241)	(4,806)	(131,047)	(173,998)	10,703	3,089
Income tax (expense) benefit	(754)	(1,134)	(1,134)	(1,888)			(1,888)
Net income (loss) from continuing operations	\$ (43,705)	\$ (127,375)	\$ (4,806)	\$ (132,181)	\$ (175,886)	\$ 10,703	\$ 3,089
							\$ (162,094)
<b>Limited Partner's net income (loss) per common unit:</b>							
Basic and diluted:							
Income (loss) from continuing operations	\$ (1.20)	\$ (6.00)					\$ (4.10)
<b>Weighted average number of common units outstanding:</b>							
Basic and diluted	36,525	24,983					45,050(l)

See accompanying notes to unaudited pro forma condensed consolidated financial statements.

**Table of Contents****UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS****For the year ended December 31, 2014****(amounts in thousands, except per unit data)**

	<b>JPEP Historical</b>	<b>AMID Historical</b>	<b>Pushdown of ArcLight's Cost Basis in AMID</b>	<b>AMID Pushdown</b>	<b>AMID Consolidated</b>
Revenue	\$ 726,154	\$ 308,400	\$	\$ 308,400	\$ 1,034,554
Operating expenses					
Costs of sales	605,682	197,952		197,952	803,634
Direct operating expenses	65,584	45,702		45,702	111,286
Selling, general and administrative expenses	46,362	23,103		23,103	69,465
Depreciation, amortization and accretion expense	40,230	28,832	4,357(a)	33,189	73,419
Other expenses, net		1,536		1,536	1,536
Total operating expenses	757,858	297,125	4,357	301,482	1,059,340
Gain (loss) on sale of assets, net	(1,137)	(122)		(122)	(1,259)
Loss on impairment of property, plant and equipment		(99,892)	78,548(a)	(21,344)	(21,344)
Operating income (loss)	(32,841)	(88,739)	74,191	(14,548)	(47,389)
Other income (expense):					
Interest expense	(8,981)	(7,577)		(7,577)	(16,558)
Loss on extinguishment of debt	(1,634)				(1,634)
Other income/(expense)	8	(670)		(670)	(662)
Earnings in unconsolidated affiliates		348		348	348
Net income (loss) before income tax (expense) benefit	(43,448)	(96,638)	74,191	(22,447)	(65,895)
Income tax (expense) benefit	(300)	(557)		(557)	(857)
Net income (loss) from continuing operations	(43,748)	(97,195)	74,191	(23,004)	(66,752)
<b>Limited Partner's net income (loss) per common unit:</b>					
Basic and diluted:	\$ (1.72)	\$ (8.54)			\$ (3.02)

Income (loss) from continuing operations

**Weighted average number of common units outstanding:**

Basic and diluted	24,676	13,472	27,524(1)
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**See accompanying notes to unaudited pro forma condensed consolidated financial statements.**

**Table of Contents****UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS****For the year ended December 31, 2013****(amounts in thousands, except per unit data)**

	<b>JPEP Historical</b>	<b>AMID Historical</b>	<b>Eliminate AMID Activity from January 1 - April 14</b>	<b>Pushdown of ArcLight s Cost Basis in AMID</b>	<b>AMID Subtotal</b>	<b>AMID Consolidated</b>
Revenue	\$ 390,869	\$ 294,079	\$ (70,960)	\$	\$ 223,119	\$ 613,988
Operating expenses						
Costs of sales	276,804	215,053	(56,976)		158,077	434,881
Direct operating expenses	57,728	32,236	(8,626)		23,610	81,338
Selling, general and administrative expenses	44,488	19,079	(1,979)		17,100	61,588
Depreciation, amortization and accretion expense	30,987	30,002	(6,706)	2,855(a)	26,151	57,138
Other expenses, net		2,094	(712)		1,382	1,382
Total operating expenses	410,007	298,464	(74,999)	2,855	226,320	636,327
Gain (loss) on involuntary conversion of property, plant and equipment		343	(343)			
Gain (loss) on sale of assets, net	(1,492)					(1,492)
Loss on impairment of property, plant and equipment		(18,155)		9,325(a)	(8,830)	(8,830)
Operating income (loss)	(20,630)					