

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K/A

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **September 4, 2014 (August 29, 2014)**

Vanguard Natural Resources, LLC

(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of
incorporation)

001-33756

(Commission File Number)

61-1521161

(IRS Employer Identification
No.)

5847 San Felipe, Suite 3000

Houston, Texas 77057

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code **(832) 327-2255**

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Explanatory Note

This Current Report on Form 8-K/A (the “8-K Amendment”) amends and supplements the Current Report on Form 8-K/A filed with the Securities and Exchange Commission (the “Commission”) by Vanguard Natural Resources, LLC (the “Company”) on September 2, 2014 (the “Initial 8-K/A”) in connection with the Company’s completion of the acquisition of natural gas, oil and natural gas liquids assets in North Louisiana and East Texas (“the Purchased Assets”) on August 29, 2014 from Hunt Oil Company and Hunt Oil Company of Louisiana, Inc. (collectively, the “Seller”) for an adjusted purchase price of \$274.7 million (the “Acquisition”), pursuant to a Purchase and Sale Agreement, dated as of July 30, 2014, by and among the Seller and the Company’s indirect wholly-owned subsidiary Vanguard Permian, LLC (“Vanguard Permian”).

The Company disclosed under Item 2.01 of the Initial 8-K/A that it and Vanguard Permian consummated the Acquisition on August 29, 2014. Subsequent to filing the Initial 8-K/A, the Company discovered an error under Item 2.01 that incorrectly named Vanguard Permian as the purchaser due to entry into the First Amendment to the Purchase Agreement, dated as of August 29, 2014 (the “PSA Amendment”), pursuant to which Vanguard Operating, LLC (“Vanguard Operating”), an affiliate of Vanguard Permian and indirect wholly-owned subsidiary of the Company, became purchaser under the Purchase Agreement (as further discussed below).

This 8-K Amendment amends the Initial 8-K/A to correct this error and to file the PSA Amendment as an exhibit. No other amendments are being made to the Initial 8-K/A by this 8-K Amendment. This 8-K Amendment should be read in connection with the Current Report on Form 8-K filed with the Commission by the Company on August 7, 2014, which provides a more complete description of the Acquisition.

Item 1.01. Entry into a Material Definitive Agreement.

On August 29, 2014, the Purchase Agreement was amended by the Amendment, by and among Seller, Vanguard Permian and Vanguard Operating, pursuant to which Vanguard Permian assigned to Vanguard Operating all of Vanguard Permian’s right, title and interest in and to the Purchase Agreement and Vanguard Operating assumed all of Vanguard Permian’s obligations, covenants and liabilities arising under the Purchase Agreement. In addition, the closing date of the Acquisition was changed to August 29, 2014.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is attached as Exhibit 10.1 to this Form 8-K/A and incorporated herein by reference.

Item 2.01. Completion of Acquisition of Assets.

On August 29, 2014, pursuant to the Purchase Agreement, as amended by the Amendment thereto, Company and Vanguard Operating consummated the acquisition of the Purchased Assets from the Seller for an adjusted purchase price of \$274.7 million. The purchase price is subject to final purchase price adjustments to be determined based on an effective date of June 1, 2014.

The Purchased Assets have total estimated proved reserves of 150 billion cubic feet equivalent, of which approximately 57% is proved developed. Current net production attributable to the Purchased Assets is approximately 18 million cubic feet equivalent per day.

The \$274.7 million adjusted purchase price was funded with borrowings under the Company’s existing Reserve-Based Credit Facility and proceeds from sales of common and preferred units under its ATM program.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT NUMBER	DESCRIPTION
Exhibit 10.1	First Amendment To Purchase and Sale Agreement and Assignment, dated August 29, 2014 among Vanguard Permian, LLC, Vanguard Operating, LLC and Hunt Oil Company and Hunt Oil Company of Louisiana, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VANGUARD NATURAL RESOURCES, LLC

By: /s/ Scott W. Smith
Name: Scott W. Smith
Title: President and Chief Executive Officer

September 4, 2014

EXHIBIT INDEX

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Exhibit 10.1	First Amendment To Purchase and Sale Agreement and Assignment, dated August 29, 2014 among Vanguard Permian, LLC, Vanguard Operating, LLC and Hunt Oil Company and Hunt Oil Company of Louisiana, Inc.

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ASSIGNMENT

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ASSIGNMENT, dated as of August 29, 2014 (this “**First Amendment**”) entered into by and among Hunt Oil Company, a Delaware corporation, (“**HOC**”) and Hunt Oil Company of Louisiana, Inc., a Delaware corporation (“**HOCLA**” and together with HOC, “**Seller**”) and Vanguard Permian, LLC, a Delaware limited liability company (“**Vanguard Permian**”) and Vanguard Operating, LLC, a Delaware limited liability company (“**Vanguard Operating**” and together with Vanguard Permian collectively referred to herein as “**Purchaser**”) an affiliate of Vanguard Permian.

WHEREAS, Seller and Vanguard Permian entered into that certain Purchase and Sale Agreement, dated as of July 30, 2014 (the “**Purchase and Sale Agreement**”);

WHEREAS, Vanguard Permian desires to assign to and Vanguard Operating, an affiliate of Vanguard Permian, desires to assume, all of Vanguard Permian’s right, title and interest in and to the Purchase and Sale Agreement and all documents delivered or to be delivered in connection therewith;

WHEREAS, the Closing under the Purchase and Sale Agreement is scheduled to take place on Monday, September 8, 2014;

WHEREAS, Seller and Purchaser desire that the Closing under the Purchase and Sale Agreement should take place on Friday, August 29, 2014;

WHEREAS, Seller and Purchaser desire to amend the Purchase and Sale Agreement in order to provide for Closing to take place on Friday, August 29, 2014, and make certain related changes;

NOW, THEREFORE, in consideration of the foregoing and other good and valid consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

Section 1. **Definitions and Interpretation.** All capitalized terms used herein, unless otherwise expressly defined herein, shall have the same meanings ascribed to them in the Purchase and Sale Agreement.

Section 2. **Assignment of Purchase and Sale Agreement.**

- (a) Vanguard Permian hereby grants, assigns, conveys, transfers, delivers and sets over to Vanguard Operating all of Vanguard Permian’s right, title and interest in and to the Purchase and Sale Agreement and all documents delivered or to be delivered thereunder.

- (b) Vanguard Operating hereby assumes all obligations, covenants and liabilities of Vanguard Permian arising under the Purchase and Sale Agreement, subject to the terms and conditions of the Purchase and Sale Agreement and the parties hereto acknowledge and agree that all references in the Purchase and Sale Agreement to Vanguard Permian and/or “Purchaser” shall be deemed references, for all purposes to Vanguard Operating.
- (c) Vanguard Permian and Vanguard Operating acknowledge and agree that pursuant to the Purchaser and Sale Agreement certain notices were sent by Seller to holders of consents or preferential rights to purchase, and such notices described the transactions under the Purchase and Sale Agreement as between Seller and Vanguard Permian. VANGUARD PERMIAN AND VANGUARD OPERATING EACH HEREBY RELEASE SELLER FROM AND WAIVE ANY CLAIMS RELATING TO SUCH NOTICES AND/OR THE CONSENTS OR WAIVERS OBTAINED IN CONNECTION THEREWITH, TO THE EXTENT SUCH CLAIMS RELATE TO THE FACT THAT SUCH NOTICES REFER TO VANGUARD PERMIAN AND/OR MAKE NO REFERENCE TO VANGUARD PERMIAN.

Section 3. **Amendments to the Purchase and Sale Agreement.** The Purchase and Sale Agreement is hereby amended as set forth in this Section 2.

- (a) The definition of the term “Title Claim Date” contained in Section 3.4(a) is hereby amended by deleting the words “the date that is thirty (30) days from the date hereof” and substituting the following in lieu thereof:

“Thursday, August 28, 2014”

- (b) The definition of the term “Environmental Claim Date” contained in Section 4.3 is hereby amended by deleting the words “thirty (30) days from the date hereof” and substituting the following in lieu thereof:

“Thursday, August 28, 2014”

- (c) Pursuant to Section 9.1(a), Seller and Purchaser hereby agree that the Closing shall take place at the offices of Seller in Dallas, Texas at 9:00 am on Friday, August 29, 2014.

- (d) The document attached hereto as Exhibit A shall amend and supersede in its entirety “Exhibit A” attached to the Purchase and Sale Agreement, and all references in the Purchase and Sale Agreement to “Exhibit A” shall be deemed references to Exhibit A attached hereto.

- (e) The document attached hereto as Exhibit B shall amend and supersede in its entirety “Exhibit A-1” attached to the Purchase and Sale Agreement, and all references in the Purchase and Sale Agreement to “Exhibit A-1” shall be deemed references to Exhibit B attached hereto.

- (f) The document attached hereto as Exhibit C shall amend and supersede in its entirety “Schedule 1.2(d)” attached to the Purchase and Sale Agreement, and all references in the Purchase and Sale Agreement to “Schedule 1.2(d)” shall be deemed references to Exhibit C attached hereto.
- (g) The document attached hereto as Exhibit D shall amend and supersede in its entirety “Schedule 5.14” attached to the Purchase and Sale Agreement, and all references in the Purchase and Sale Agreement to “Schedule 5.14” shall be deemed references to Exhibit D attached hereto.
- (h) The document attached hereto as Exhibit E shall amend and supersede in its entirety “Schedule 5.17” attached to the Purchase and Sale Agreement, and all references in the Purchase and Sale Agreement to “Schedule 5.17” shall be deemed references to Exhibit E attached hereto.
- (i) The document attached hereto as Exhibit F shall amend and supersede in its entirety “Schedule 5.20” attached to the Purchase and Sale Agreement, and all references in the Purchase and Sale Agreement to “Schedule 5.20” shall be deemed references to Exhibit F attached hereto.

Section 4. **Amendment, Waiver.** Except as specifically provided herein, this First Amendment shall not constitute an amendment or waiver of any provisions of the Purchase and Sale Agreement. Except to the extent specifically amended or superseded by the terms hereof, all of the provisions of the Purchase and Sale Agreement shall remain in full force and effect in accordance with their terms.

Section 5. **Governing Law and Venue.** This First Amendment and the legal relations between the parties hereto shall be governed by and construed in accordance with the Laws of the State of Texas without regard to principles of conflicts of Law that would direct the application of the Law of another jurisdiction. The venue for any action brought under this First Amendment shall be Dallas County, Texas.

Section 6. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this First Amendment in the presence of other parties to this First Amendment.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this First Amendment has been signed by each of the parties hereto on the date first above written.

SELLER

HUNT OIL COMPANY

By: /s/ Paul R. Habenicht
Name: Paul R. Habenicht
Title: Executive Vice President

HUNT OIL COMPANY OF LOUISIANA, INC.

By: /s/ Paul R. Habenicht
Name: Paul R. Habenicht
Title: Executive Vice President

PURCHASER

VANGUARD PERMIAN, LLC

By: /s/ Scott W. Smith
Name: Scott W. Smith
Title: President & CEO

VANGUARD OPERATING, LLC

By: /s/ Scott W. Smith
Name: Scott W. Smith
Title: President & CEO

[Signature Page to First Amendment to Purchase and Sale Agreement and Assignment]