

American Midstream Partners, LP
Form S-4
January 11, 2018
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As filed with the Securities and Exchange Commission on January 10, 2018

Registration No. 333-

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

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
incorporation or organization)

4922
(Primary Standard Industrial
Classification Code Number)

27-0855785
(I.R.S. Employer
Identification No.)

Eric T. Kalamaras	
2103 CityWest Blvd.,	2103 CityWest Blvd.,
Bldg. 4, Suite 800 Houston, TX 77042	Bldg 4, Suite 800 Houston, TX 77042
(346) 241-3400	(346) 241-3400
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)	(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

Copies to:

Michelle Earley	Kelley J. Jameson	Tull Florey
H. William Swanstrom	Southcross Energy Partners GP, LLC	Hillary H. Holmes
Locke Lord LLP	Senior Vice President,	Gibson, Dunn & Crutcher LLP
600 Congress Avenue, Suite 2200	General Counsel and Secretary	1221 McKinney Street, 37th Floor
Austin, TX 78701	1717 Main Street, Suite 5200	Houston, Texas 77010
(512) 305-4700	Dallas, Texas 75201	(346) 718-6600
	(214) 979-3700	

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, a smaller reporting company or emerging growth company. See the definitions of large accelerated filer, accelerated filer, smaller reporting company and emerging growth company in Rule 12b-2 of the Exchange Act.

Large accelerated filer		Accelerated filer
Non-accelerated filer	(Do not check if a smaller reporting company)	Smaller reporting company
		Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards pursuant to Section 13(a) of the Exchange Act.

** 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)

CALCULATION OF REGISTRATION FEE

Title of Each Class of	Amount	Proposed Maximum	Proposed Maximum	Amount of
Securities to be Registered	to be	Offering Price	Aggregate	Registration Fee
Common Units representing limited partner interests	Registered ⁽¹⁾	Per Unit	Offering Price ⁽²⁾	Registration Fee
	3,539,539	N/A	\$6,618,937.93	\$824.06

(1) This amount is the estimated maximum number of common units of American Midstream Partners, LP (AMID Common Units) to be issued upon completion of the merger described herein.

(2) The proposed maximum aggregate offering price of the AMID Common Units was calculated based upon the market value of common units of Southcross Energy Partners, L.P. (SXE Common Units) in accordance with Rules 457(c) and 457(f) under the Securities Act as follows: the product of (A) \$1.87, the average of the high and low prices for the SXE Common Units as reported on the New York Stock Exchange on January 8, 2018 and (B) 22,122,113, the estimated maximum number of SXE Common Units that may be exchanged for the merger consideration, including units reserved for issuance (on a net exercise basis, as applicable), under outstanding SXE

equity awards.

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 issued 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 10, 2018

TO THE UNITHOLDERS OF SOUTHCROSS ENERGY PARTNERS, L.P.

MERGER PROPOSAL YOUR VOTE IS VERY IMPORTANT

Dear Unitholder of Southcross Energy Partners, L.P.,

On October 31, 2017, 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), Cherokee Merger Sub LLC, a Delaware limited liability company and wholly owned subsidiary of AMID (AMID Merger Sub), Southcross Energy Partners, L.P., a Delaware limited partnership (SXE), and Southcross Energy Partners GP, LLC, a Delaware limited liability company and the general partner of SXE (SXE GP), entered into an Agreement and Plan of Merger (the Merger Agreement), pursuant to which AMID Merger Sub will merge with SXE, with SXE surviving as a wholly owned subsidiary of AMID (the Merger). Concurrently with the execution of the Merger Agreement, on October 31, 2017, AMID and AMID GP entered into a Contribution Agreement (the Contribution Agreement and, together with the Merger Agreement, the Transaction Agreements) with Southcross Holdings LP, a Delaware limited partnership (Southcross Holdings) that indirectly owns 100% of the limited liability company interests of SXE GP. Upon the terms and subject to the conditions set forth in the Contribution Agreement, Southcross Holdings will contribute to AMID and AMID GP its equity interests in a new wholly owned subsidiary (SXH Holdings), which will hold substantially all the current subsidiaries (Southcross Holdings Intermediary LLC, Southcross Holdings Guarantor GP LLC and Southcross Holdings Guarantor LP) and business of Southcross Holdings (the Contribution and, together with the Merger, the Transaction).

The Conflicts Committee (the SXE Conflicts Committee) of the board of directors of SXE GP (the SXE GP Board) determined that the Merger Agreement and the Merger are in the best interests of SXE and its subsidiaries, including the holders of the outstanding SXE Common Units (as defined below) that are not held by the Affiliated Unitholders (as defined below) (each such SXE Common Unit, a Non-Affiliated SXE Common Unit), approved the Merger and the Merger Agreement and recommended that the SXE GP Board approve the Merger and the Merger Agreement. Upon the receipt of such approval and recommendation of the SXE Conflicts Committee, the SXE GP Board determined that the Merger Agreement and the Merger are advisable and in the best interests of SXE, approved the Merger Agreement and the Merger and directed that the Merger and Merger Agreement be submitted to a vote of the limited partners of SXE (the SXE Unitholders).

If the Merger is completed, each common unit of SXE (SXE Common Unit) outstanding immediately prior to the effective time of the Merger (the Effective Time) held by a holder (SXE Common Unitholder) other than Southcross Holdings and its subsidiaries and AMID and its subsidiaries will be converted into the right to receive 0.160 of a

common unit of AMID (AMID Common Unit). Each SXE Common Unit, each subordinated unit in SXE (SXE Subordinated Unit) and each Class B convertible unit in SXE (SXE Class B Convertible Unit and, together with the SXE Common Units and the SXE Subordinated Units, the SXE Units) held by SXE GP or its affiliates (including without limitation Southcross Holdings or any of its subsidiaries) (together, the Affiliated Unitholders) outstanding immediately prior to the Effective Time will be cancelled in connection with the closing of the Merger. The consideration to be received by SXE Common Unitholders other than the Affiliated Unitholders is valued at \$2.17 per unit based on the closing price of AMID Common Units as of October 30, 2017, representing a 5% premium to the volume weighted average closing price of SXE Common Units for the 20 trading days ended October 30, 2017. Immediately following completion of the Merger, it is expected that SXE Unitholders other than the Affiliated Unitholders will own approximately 5% of the outstanding AMID Common Units, based on the number of AMID Common Units outstanding, on a fully diluted basis, as of December 31, 2017. The common units of AMID and SXE are traded on the New York Stock Exchange under the symbols AMID and SXE, respectively.

SXE is holding a special meeting (the Special Meeting) of its unitholders at [] on [], 2018 at [] a.m., Central Time, to obtain the vote of its unitholders to approve the Merger Agreement and the transactions contemplated thereby (the Merger Proposal). **Your vote is very important regardless of the number of SXE Units you own.** The Merger cannot be completed unless the holders of at least a majority of the

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NOTICE OF SPECIAL MEETING OF UNITHOLDERS

TO BE HELD ON [], 2018

NOTICE IS HEREBY GIVEN that Southcross Energy Partners, L.P. (**SXE**) will hold a special meeting of its unitholders at [] on [], 2018, beginning at [], a.m., Central 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 approve the Agreement and Plan of Merger, dated October 31, 2017, by and among **SXE**, Southcross Energy Partners GP, LLC (**SXE GP**), American Midstream Partners, LP (**AMID**), American Midstream GP, LLC (**AMID GP**), and Cherokee Merger Sub LLC (**AMID Merger Sub**), 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 (the **Merger Agreement**), and the transactions contemplated thereby, including the merger of **AMID Merger Sub** with **SXE**, with **SXE** surviving as a wholly owned subsidiary of **AMID** (the **Merger**);

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 **SXE GP**'s named executive officers in connection with the **Merger**; and

To transact such other business as may properly come before the **Special Meeting**, including any adjournment of the **Special Meeting**.

These items of business, including the **Merger Agreement** and the proposed **Merger**, are described in detail in the accompanying proxy statement/prospectus. **The Conflicts Committee (the **SXE Conflicts Committee**) of the board of directors of **SXE GP** (the **SXE GP Board**) determined that the **Merger Agreement** and the **Merger** are in the best interests of **SXE** and its subsidiaries, including the holders of the **Non-Affiliated **SXE** Common Units** (defined below), approved the **Merger** and the **Merger Agreement** and recommended that the **SXE GP Board** approve the **Merger** and the **Merger Agreement**. Upon receipt of such approval and recommendation by the **SXE Conflicts Committee**, the **SXE GP Board** unanimously determined that the **Merger Agreement** and the **Merger** are advisable and in the best interests of **SXE**, approved the **Merger Agreement** and the transactions contemplated by the **Merger Agreement**, including the **Merger** and directed that the **Merger** and the **Merger Agreement** be submitted to a vote of the limited partners of **SXE** the (**SXE Unitholders**). The **SXE GP Board** recommends that holders of common units representing limited partner interests in **SXE** (the **SXE Common Units**), subordinated units representing limited partner interests in **SXE** (the **SXE Subordinated Units**), and the **Class B Convertible Units** representing a limited partner interests in **SXE** (the **SXE Class B Convertible Units** and, together with the **SXE Common Units** and **SXE Subordinated Units**, the **SXE Units**) vote **FOR** the **Merger Proposal** and **FOR** the **Advisory Compensation Proposal**.**

Only unitholders of record of **SXE Units** as of the close of business on [], 2018 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 **SXE**'s offices located at 1717 Main Street, Suite 5200, Dallas, Texas 75201 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 a separate Voting and Support Agreement, dated as of October 31, 2017 (the Support Agreement) entered into with AMID, Southcross Holdings LP, a Delaware limited partnership (Southcross Holdings), Southcross Holdings GP LLC, a Delaware limited liability company and the general partner of Southcross Holdings (Holdings GP), and Southcross Holdings Borrower LP, a Delaware limited partnership (Holdings Borrower), which collectively own all of the issued and outstanding SXE Subordinated Units and all of the issued and outstanding SXE Class B Convertible Units entitled to vote at the Special Meeting, have agreed to vote all of such SXE Subordinated Units and SXE Class B Units in favor of approval of the Merger Proposal and any other matter necessary for the consummation of the Merger.

Approval of the Merger Proposal by the SXE Unitholders is a condition to the consummation of the Merger and requires the affirmative vote of at least a majority of the holders of the outstanding SXE Common Units that are not held by SXE GP or its affiliates (each such SXE Common Unit, a Non-Affiliated SXE Common Unit),

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the affirmative vote of the holders of at least a majority of the outstanding SXE Subordinated Units and the affirmative vote of at least a majority of the holders of the outstanding SXE Class B Convertible Units, with the holders of the Non-Affiliated SXE Common Units, the holders of the SXE Subordinated Units, and the holders of the SXE Class B Convertible Units each voting as separate classes. The affirmative vote of a majority of the holders of the Non-Affiliated SXE Common Units would be deemed to approve the Merger for all purposes of Section 7.9(a) of SXE's Third Amended and Restated Agreement of Limited Partnership, dated as of August 4, 2014 (the "SXE Partnership Agreement"). Therefore, your vote is very important. Your failure to vote your units will have the same effect as a vote "AGAINST" the approval of the Merger Proposal.

You can vote your SXE Common Units by completing and returning a proxy card. Most SXE 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 Southcross Energy Partners GP, LLC,

as the General Partner of Southcross Energy Partners, L.P.,

Bruce A. Williamson

*Chairman of the Board, President and Chief
Executive Officer of Southcross Energy Partners GP, LLC*

on behalf of Southcross Energy Partners, L.P.

[], 2018

Dallas, Texas

YOUR VOTE IS IMPORTANT!

WHETHER OR NOT YOU EXPECT TO ATTEND THE SPECIAL MEETING IN PERSON, WE URGE YOU TO SUBMIT YOUR PROXY AS PROMPTLY AS POSSIBLE (1) BY TELEPHONE, (2) VIA THE INTERNET OR (3) BY MARKING, SIGNING AND DATING THE ENCLOSED PROXY CARD AND RETURNING IT IN THE PREPAID ENVELOPE PROVIDED. You may revoke your proxy or change your vote at any time before the Special Meeting. If your units are held in the name of a bank, broker or other fiduciary, please follow the instructions on the voting instruction card furnished to you by such record holder.

We urge you to read the accompanying proxy statement/prospectus, including all documents incorporated by reference into the accompanying proxy statement/prospectus, and its annexes carefully and in their entirety. If you have any questions concerning the Merger Proposal and the Advisory Compensation Proposal, the Special Meeting or the accompanying proxy statement/prospectus or would like additional copies of the accompanying proxy statement/prospectus or need help voting your SXE Units, please contact SXE's proxy solicitor:

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1290 Avenue of the Americas, 9th Floor

New York, NY 10104

Shareholders, Banks and Brokers

Call Toll Free:

888-293-6812

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REFERENCES TO ADDITIONAL INFORMATION

This proxy statement/prospectus incorporates by reference important business and financial information about AMID and SXE 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 SXE incorporated by reference into the proxy statement/prospectus, see *Where You Can Find More Information*, beginning on page 224. 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: Legal Department

(346) 241-3400

Southcross Energy Partners, L.P.

1717 Main Street, Suite 5200

Dallas, TX 75201

Attn: Senior Vice President, General Counsel

(214) 979-3700

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 SXE Unitholders requesting documents must do so by [], 2018 in order to receive them before the Special Meeting.

ABOUT THIS PROXY STATEMENT/PROSPECTUS

This document, which forms part of a registration statement on Form S-4 filed with the SEC by AMID (File No. 333-), 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 SXE Unitholders, during which SXE Unitholders will be asked to consider and vote on, among other matters, a proposal to 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 [], 2018. 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 SXE 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 to 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 SXE contained in this proxy statement/prospectus or incorporated by reference has been provided by SXE.

This proxy statement/prospectus contains a description of the representations and warranties that each of SXE and AMID made to the other in the Merger Agreement. Representations and warranties made by SXE, AMID and other applicable parties are also set forth in contracts and other documents (including the Merger Agreement) that are attached or filed as exhibits to this proxy statement/prospectus or are incorporated by reference into this proxy statement/prospectus. These representations and warranties were made as of specific dates, may be subject to important qualifications and limitations agreed to between the parties in connection with

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negotiating the terms of the agreement, and may have been included in the agreement for the purpose of allocating risk between the parties rather than to establish matters as facts. These materials are included or incorporated by reference only to provide you with information regarding the terms and conditions of the agreements, and not to provide any other factual information regarding SXE, AMID or their respective businesses. Accordingly, the representations and warranties and other provisions of the Merger Agreement and the other agreements incorporated by reference herein should not be read alone, but instead should be read only in conjunction with the other information provided elsewhere in this proxy statement/prospectus or incorporated by reference herein, as applicable.

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QUESTIONS AND ANSWERS ABOUT THE MERGER AND THE SPECIAL MEETING

*Set forth below are questions that you, as a unitholder of SXE, may have regarding the Merger, 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, the Advisory Compensation Proposal 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 SXE have agreed to a merger, pursuant to which AMID Merger Sub, a wholly owned subsidiary of AMID that was formed for the purpose of the Merger, will merge with SXE. SXE 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, SXE Unitholders must vote to approve the Merger Agreement and the Merger. SXE is holding a special meeting of its unitholders to obtain such unitholder approval. SXE Unitholders will also be asked to approve, on an advisory (non-binding) basis, the related compensation payments that will or may be paid to SXE GP'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 SXE Common Units not affiliated with SXE GP. This document is being delivered to you as both a proxy statement of SXE and a prospectus of AMID in connection with the Merger. It is the proxy statement by which the SXE GP Board is soliciting proxies from you to vote on the approval of the Merger Agreement and the transactions contemplated thereby, including the Merger, 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 SXE. SXE will be the surviving limited partnership in the Merger and become a wholly owned subsidiary of AMID, but SXE will cease to be a publicly traded limited partnership. SXE 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 SXE Common Units?

A: If the Merger is completed, each holder of SXE Common Units, other than SXE Common Units held by the Affiliated Unitholders (the Affiliated SXE Common Units) and AMID and any of its subsidiaries, outstanding immediately prior to the Effective Time, will be entitled to receive 0.160 of an AMID Common Unit for each SXE Common Unit owned by such holder (the Exchange Ratio). AMID will not issue any fractional units of AMID Common Units in connection with the Merger. Instead, all fractional AMID Common Units that an SXE 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 31, 2017, the last trading day prior to the public announcement of the Merger, the Merger consideration represented approximately \$2.17 in value for each SXE Common Unit other than Affiliated SXE Common Units. Based on the closing price of \$[] for AMID Common Units on the NYSE on [], 2018, the most recent practicable trading day prior to the date of this proxy statement/prospectus, the Merger

consideration represented approximately \$[] in value for each SXE Common Unit other than the Affiliated SXE Common Units. The market price of AMID Common Units will fluctuate

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prior to the Merger, and the market price of AMID Common Units when received by SXE Common 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 SXE LTIP Units (defined below) in the Merger?

A: If the Merger is completed, each outstanding award of phantom units of SXE granted under the SXE Amended and Restated 2012 Long Term Incentive Plan (an SXE LTIP Unit) will be fully vested and settled in the form of SXE Common Units, provided that SXE will withhold a portion of the SXE Common Units that would otherwise be delivered upon vesting equal to the amount of any applicable federal, state and local taxes. The holder of the SXE Common Units provided in exchange for SXE LTIP Units will receive the consideration as described above. See *What will I receive in the Merger for my SXE Common Units?* Any tandem dividend equivalent right issued in connection with an award of SXE LTIP Units will be settled as soon as administratively feasible following the Effective Time.

Q: What happens if the Merger is not completed?

A: If the Merger Agreement is not approved by SXE Common Unitholders or if the Merger is not completed for any other reason, you will not receive any form of consideration for your SXE Common Units in connection with the Merger. Instead, SXE will remain an independent publicly traded limited partnership and SXE Common Units will continue to be listed and traded on the NYSE. If the Merger Agreement is terminated under specified circumstances, including if SXE Common Unitholder approval is not obtained, SXE will be required to pay all of the reasonable documented out-of-pocket expenses incurred by AMID in connection with the Merger Agreement and the transactions contemplated thereby, in certain circumstances, up to a maximum amount of \$500,000. In addition, if the Merger Agreement is terminated due to an adverse recommendation change by the SXE GP Board having occurred, SXE may be required to pay AMID a termination fee of \$2 million, less any expenses previously paid by SXE. See *The Merger Agreement Expenses* and *Termination Fee* beginning on page 110 of this proxy statement/prospectus.

Q: Does SXE expect to pay distributions on my common units prior to the closing of the merger?

A: Under the terms of the Merger Agreement, SXE is not permitted, without the prior written consent of AMID, to declare, set aside for payment or pay any distribution or dividends on the SXE Common Units. After completion of the Merger, you will be entitled 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 AMID Common Units, it is required to distribute its available cash each quarter pursuant to the terms of AMID's Fifth Amended and Restated Partnership Agreement, dated as of April 25, 2016, as amended (the Existing AMID Partnership Agreement). For the quarter ended September 30, 2017, AMID declared a cash distribution of \$0.4125 per AMID Common Unit that was paid on November 14, 2017 to holders of record as of the close of business on November 6, 2017.

Q: What am I being asked to vote on?

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

Merger Proposal: to 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, including the Merger; and

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

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The approval of the Merger Proposal by SXE Common Unitholders is a condition to the obligations of AMID and SXE to complete the Merger. The Advisory Compensation Proposal is not a condition to the obligations of AMID or SXE to complete the Merger.

Q: Does the SXE GP Board recommend that SXE Unitholders approve the Merger Agreement and the transactions contemplated thereby?

A: Yes. The SXE Conflicts Committee determined that the Merger Agreement and the Merger are in the best interests of SXE and its subsidiaries, including the holders of the Non-Affiliated SXE Common Units, and the SXE Conflicts Committee approved the Merger and the Merger Agreement and recommended that the SXE GP Board approve the Merger and the Merger Agreement. Upon receipt of such approval and recommendation by the SXE Conflicts Committee, the SXE GP Board unanimously determined that the Merger Agreement and the Merger are advisable and are in the best interests of SXE, approved the Merger Agreement and the transactions contemplated thereby, including the Merger, and directed that the Merger and the Merger Agreement be submitted to a vote of the SXE Unitholders. Therefore, the SXE GP Board recommends that you vote **FOR** the proposal to approve the Merger Agreement and the transactions contemplated thereby at the Special Meeting. See *The Merger Recommendation of the SXE Conflicts Committee and the SXE GP Board and Reasons for the Merger* beginning on page 75 of this proxy statement/prospectus. In considering the recommendation of the SXE 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 SXE GP have interests in the Merger that may be different from, or in addition to, your interests as a unitholder of SXE. 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 SXE GP in the Transaction* beginning on page 95 of this proxy statement/prospectus.

Q: How do the Affiliated Unitholders intend to vote?

A: As of the record date of the Special Meeting, the Affiliated Unitholders owned, in the aggregate, 26,492,074 SXE Common Units, 12,213,713 SXE Subordinated Units and 18,335,181 SXE Class B Convertible Units. Simultaneously with the execution of the Merger Agreement, Southcross Holdings, Holdings GP and Holdings Borrower entered into the Support Agreement with AMID. Pursuant to the Support Agreement, Southcross Holdings, Holdings GP and Holdings Borrower have agreed to vote all of their SXE Subordinated Units and SXE Class B Convertible Units in favor of the Merger and the approval of the Merger Agreement and the transactions contemplated thereby. Pursuant to the Third Amended and Restated Limited Partnership Agreement of SXE (the *SXE Partnership Agreement*), SXE Common Units owned by Southcross Holdings and its affiliates will not be entitled to vote for, and will not be counted toward the required majority vote for, approval of the Merger Agreement or the Merger. SXE Common Units owned by Southcross Holdings and its affiliates will be entitled to vote for, and will be counted toward the required majority vote for, the Advisory Compensation Proposal.

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

A: The Securities and Exchange Commission (*SEC*) has adopted rules that require SXE 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 SXE to its named executive officers in connection with the Merger. This proposal is referred to as the Advisory Compensation Proposal.

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

A: Yes. The SXE GP Board unanimously recommends that you vote **FOR** the Advisory Compensation Proposal. See *Proposal No. 2 Advisory Vote to Approve Merger-Related Compensation for SXE Named Executive Officers* beginning on page 218 of this proxy statement/prospectus.

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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, SXE will pay the related compensation to its named executive officers in connection with the Merger even if SXE 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 each proposal:

Merger Proposal. The affirmative vote of holders of at least a majority of the outstanding SXE Common Units (excluding the outstanding Affiliated SXE Common Units), the affirmative vote of holders of at least a majority of the outstanding SXE Subordinated Units, and the affirmative vote of holders of at least a majority of the outstanding SXE Class B Convertible Units, voting as separate classes. Abstentions and unvoted SXE Units will have the same effect as votes **AGAINST** the proposal.

Advisory Compensation Proposal. The affirmative vote of holders of at least a majority of the outstanding SXE Common Units (including the outstanding Affiliated SXE Common Units). Abstentions and unvoted SXE Units will have the same effect as votes **AGAINST** the proposal.

Pursuant to the Support Agreement, the Affiliated Unitholders, which collectively own 100% of the SXE Subordinated Units and 100% of the SXE Class B Convertible Units entitled to vote at the Special Meeting, have agreed to vote all of such SXE Subordinated Units and SXE Class B Convertible 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 SXE Common Units (including the outstanding SXE Common Units owned by the Affiliated Unitholders), a majority of the outstanding SXE Subordinated Units, and a majority of the outstanding SXE Class B Convertible 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: Pursuant to the Contribution Agreement, substantially concurrently with, and as a condition to, the Merger, Southcross Holdings will contribute to AMID and AMID GP its equity interests in SXH Holdings, which will hold substantially all the current subsidiaries (Southcross Holdings Intermediary LLC, Southcross Holdings Guarantor GP LLC and Southcross Holdings Guarantor LP (together referred to herein as **SXH**)), which in turn directly or indirectly own 100% of the limited liability company interest of SXE GP, 100% of the outstanding SXE Class B Convertible Units, 100% of the outstanding SXE Subordinated Units and approximately 55% of the outstanding SXE Common Units) and business of Southcross Holdings, in exchange for (i) the number of AMID Common Units equal to \$185,697,148, subject to certain adjustments for cash, indebtedness, working capital and transaction expenses contemplated by the Contribution Agreement, divided by \$13.69, (ii) 4.5 million new series E convertible preferred units of AMID (series E preferred units), (iii) options to acquire 4.5 million AMID Common Units, and (iv) 15% of the equity interest in AMID GP.

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

A: This proxy statement/prospectus and the proxy card are first being sent to SXE Unitholders on or about [], 2018.

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Q: When and where is the Special Meeting?

A: The Special Meeting will be held at [], on [], 2018, at [], a.m., Central Time.

Q: How do I vote my SXE 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. SXE 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 SXE 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 SXE 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 SXE Units are held by a broker, bank or other nominee); or

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 SXE 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 SXE 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 SXE 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 SXE Units by telephone or electronically through the Internet is 11:59 p.m., Eastern Time, on [], 2018 (the Telephone/Internet Deadline).

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

A: No. If your SXE 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 SXE 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 SXE Units will not be voted on any proposal on which your broker does not have discretionary authority to vote. This is referred to as a broker non-vote. Under the current rules of the NYSE, brokers do not have discretionary authority to vote on any of the proposals, including the Merger

Proposal. Accordingly, the broker cannot register your SXE Units as being present at the Special Meeting for purposes of determining a quorum, and will not be able to vote on those matters for which specific authorization is required. A broker non-vote will have the same effect as a vote AGAINST the Merger Proposal and the Advisory Compensation Proposal.

Q: How will my SXE 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 SXE Units in the manner you requested if you correctly

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submitted your proxy. If you sign your proxy card and return it without indicating how you would like to vote your SXE Units, your proxy will be voted as the SXE GP Board recommends, which is:

Merger Proposal: FOR the approval of the Merger Agreement and the transactions contemplated thereby, including the Merger; and

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

Q: Who may attend the Special Meeting?

A: SXE Unitholders (or their authorized representatives) and SXE'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.

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 SXE 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 approval of the Merger Agreement and the transactions contemplated thereby. If you hold your SXE Units through a broker or other nominee, your broker or other nominee will not be able to cast a vote on such approval without instructions from you. The SXE GP Board recommends that SXE 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 your proxy and/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 Southcross Energy Partners, L.P. at 1717 Main Street, Suite 5200, Dallas, TX 75201, 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 SXE 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 SXE 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 SXE 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 SXE's Unitholders in the Merger. In order to receive the Merger consideration, you must hold your SXE Units through completion of the Merger.

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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 SXE'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 SXE Units are voted. Each proxy card or vote instruction card represents a distinct number of SXE Units, and it is the only means by which those particular SXE Units may be voted by proxy.

Q: Am I entitled to appraisal rights if I vote against the 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 SXE Partnership Agreement.

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

A: Yes. In addition to the approval of the Merger Agreement by SXE Unitholders, completion of the Merger requires the closing of the Contribution in accordance with the terms of the Contribution Agreement (which contains additional conditions to closing), 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.

Q: When do you expect to complete the Merger?

A: AMID and SXE currently expect to complete the Merger in the second quarter of 2018, subject to receipt of SXE Unitholder approval, regulatory approvals and clearances, the substantially simultaneous closing of the Contribution 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 SXE Unitholders?

A: Except to the extent that cash or nonqualified liability assumption causes the Merger to be treated as a disguised sale, and except to the extent amounts are deducted and withheld by AMID or the Exchange Agent, no gain or loss should be recognized by SXE Unitholders holding SXE Common Units, SXE Subordinated Units or SXE Class B Convertible Units (other than SXE Common Units, SXE Subordinated Units, SXE Class B Convertible Units or other equity interests in SXE held by Southcross Holdings or an affiliate, subsidiary or partner thereof or AMID or any of its affiliates) solely as a result of the receipt of the Merger consideration, other than any gain resulting from (i) any actual or constructive distribution of cash, including as a result of any decrease in partnership liabilities pursuant to Section 752 of the Internal Revenue Code of 1986, as amended (the Code), (ii) the receipt of any Merger consideration that is not pro rata with the other holders of the same class of units (other than units held by Southcross Holdings or an affiliate, subsidiary or partner thereof or AMID or any of its affiliates) or, as described in *Material U.S. Federal Income Tax Consequences of the Merger*, the IRS successfully determines that the Merger consideration issued to holders of SXE Common Units, SXE Subordinated Units or SXE Class B Convertible Units is disproportionate to their pro rata shares of SXE and its assets prior to the Merger or (iii) any liabilities incurred other than in the ordinary course of business of SXE or its subsidiaries), provided, however, that such conclusion does not extend to any SXE Unitholder who acquired SXE Common Units, SXE Subordinated Units or SXE Class B Convertible Units from SXE in exchange for property or services other than cash. The amount and effect of any gain that may be recognized by SXE Unitholders holding SXE Common Units, SXE Subordinated Units or SXE Class B Convertible Units will depend on such unitholder's particular situation, including the ability of such unitholder to utilize any suspended passive losses.

SXE Unitholders are urged to read the discussion in the section entitled *Material U.S. Federal Income Tax Consequences of the Merger* beginning on page 132 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.

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

A: Each SXE 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 Schedule K-1s will I receive if I am an SXE Unitholder for the year during which the Merger closes?

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

SXE's taxable year will terminate as of the Effective Time of the Merger and SXE expects to furnish a Schedule K-1 to each SXE Unitholder in the first quarter of 2019, AMID expects to furnish a Schedule K-1 to each holder of AMID Common Units (the AMID Common Unitholders and, together with the holders of series A preferred units, series C preferred units and series E preferred units, the AMID Unitholders) within 90 days of the closing of AMID's taxable year on December 31, 2018.

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 SXE Units in accordance with the instructions described above.

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

Q: Whom should I call with questions?

A: SXE Unitholders should call Georgeson LLC, SXE'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 SXE encourage you to read carefully this entire proxy statement/prospectus, including the attached annexes. In addition, AMID and SXE encourage you to read the information incorporated by reference into this proxy statement/prospectus, which includes important business and financial information about AMID and SXE. SXE 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 224 of this proxy statement/prospectus.

The Merger

AMID and SXE 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 SXE, with SXE surviving as a wholly owned subsidiary of AMID. Upon completion of the Merger, holders of SXE Common Units other than Affiliated Unitholders and AMID or any of its subsidiaries will be entitled to receive 0.160 of an AMID Common Unit for each SXE Common Unit held. Each SXE Common Unit, SXE Subordinated Unit and SXE Class B Convertible Unit held by Southcross Holdings or any of its subsidiaries and AMID or any of its subsidiaries outstanding immediately prior to the Effective Time will be cancelled for no consideration at the Effective Time of the Merger. As a result of the transactions contemplated by the Merger Agreement, including the Merger, former holders of SXE Common Units will own AMID Common Units. AMID Common 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 Contribution

In connection with the Merger, Southcross Holdings, AMID and AMID GP entered into the Contribution Agreement, pursuant to which Southcross Holdings will contribute to AMID and AMID GP its equity interests in SXH Holdings, which will hold substantially all the current subsidiaries (Southcross Holdings Intermediary LLC, Southcross Holdings Guarantor GP LLC and Southcross Holdings Guarantor LP, which in turn directly or indirectly own 100% of the limited liability company interest of SXE GP, 100% of the outstanding SXE Class B Convertible Units, 100% of the outstanding SXE Subordinated Units and approximately 55% of the outstanding SXE Common Units) and business of Southcross Holdings, in exchange for (i) the number of AMID Common Units equal to \$185,697,148, subject to certain adjustments for cash, indebtedness, working capital and transaction expenses contemplated by the Contribution Agreement, divided by \$13.69, (ii) 4.5 million series E preferred units, (iii) options to acquire 4.5 million AMID Common Units and (iv) 15% of the equity interest in AMID GP.

In connection with the Contribution Agreement, certain funds or accounts managed or advised by EIG Global Energy Partners (the "EIG Sponsors") and certain funds or accounts managed or advised by Tailwater Capital LLC (the "Tailwater Sponsors") and, together with the EIG Sponsors, the "Sponsors") guaranteed, for the benefit of AMID, Southcross Holdings' performance of certain post-closing obligations under the Contribution Agreement.

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Parties to the Merger (see page 42)

American Midstream Partners, LP

2103 CityWest Blvd., Bldg. 4, Suite 800

Houston, TX 77042

Phone: (346) 241-3400

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 natural gas liquids (NGLs); gathering, storing and transporting crude oil and condensates; and storing specialty chemical products and selling refined products. AMID owns or has ownership interests in more than 5,100 miles of onshore and offshore natural gas, crude oil, NGL and saltwater pipelines across 17 gathering systems, seven interstate pipelines and nine intrastate pipelines; eight natural gas processing plants; four fractionation facilities; an offshore semi-submersible floating production system with nameplate processing capacity of 100 thousand barrels per day (MBbl/d) of crude oil and 240 million cubic feet per day (MMcf/d) of natural gas; six terminal sites with approximately 6.7 million barrels (MMBbls) of above-ground aggregate storage capacity; and 75 crude oil transportation trucks and a fleet of 95 trailers.

American Midstream GP, LLC

2103 CityWest Blvd., Bldg. 4, Suite 800

Houston, TX 77042

Phone: (346) 241-3400

AMID GP is the general partner of AMID. Its board of directors (the AMID GP Board) and executive officers manage AMID. AMID GP is 77% owned by High Point Infrastructure Partners, LLC (HPIP) and 23% owned by AMID GP Holdings, LLC (AMID GP Holdings), both of which are affiliates of ArcLight Capital Partners, LLC (ArcLight Capital). Through HPIP, ArcLight Capital controls AMID GP. AMID holds assets through a number of subsidiaries.

Cherokee Merger Sub LLC

c/o American Midstream Partners, LP

2103 CityWest Blvd., Bldg. 4, Suite 800

Houston, TX 77042

Phone: (346) 241-3400

AMID Merger Sub, 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

SXE, with SXE surviving the Merger as a wholly owned subsidiary of AMID.

Southcross Energy Partners, L.P.

1717 Main Street, Suite 5200

Dallas, TX 75201

Phone: (214) 979-3700

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SXE is a master limited partnership that provides natural gas gathering, processing, treating, compression and transportation services and NGL fractionation and transportation services. It also sources, purchases, transports and sells natural gas and NGLs. Its assets are located in South Texas, Mississippi and Alabama and include two gas processing plants, one fractionation plant, one treating facility and approximately 3,100 miles of gathering and transportation pipeline. The South Texas assets are located in or near the Eagle Ford shale region.

Southcross Energy Partners GP, LLC

1717 Main Street, Suite 5200

Dallas, TX 75201

Phone: (214) 979-3700

Southcross Energy Partners GP, LLC is the general partner of SXE. Its board of directors and executive officers manage SXE. Southcross Holdings indirectly owns 100% of and controls SXE GP.

Merger Consideration (see page 107)

The Merger Agreement provides that, at the Effective Time, each SXE Common Unit issued and outstanding as of immediately prior to the Effective Time (other than SXE Common Units held by Affiliated Unitholders and AMID or any of its subsidiaries) will be converted into the right to receive 0.160 of an AMID Common Unit. Each SXE Common Unit, SXE Subordinated Unit and SXE Class B Convertible Unit held by Southcross Holdings or any of its subsidiaries and AMID or any of its subsidiaries, issued and outstanding as of the Effective Time, will be cancelled at the Effective Time for no consideration. The incentive distribution rights in SXE outstanding immediately prior to the Effective Time and any equity interest in SXE owned upon consummation of the Merger and immediately prior to the Effective Time by AMID, SXE or any of their respective subsidiaries will be cancelled for no consideration.

Treatment of SXE Equity-Based Awards (see page 108)

Each award of SXE LTIP Units that is outstanding immediately prior to the Effective Time, automatically and without any action on the part of the holder of such SXE LTIP Unit, will at the Effective Time be fully vested and settled in the form of SXE Common Units, provided that SXE will withhold a portion of the SXE Common Units that would otherwise be delivered upon vesting equal to the amount of any applicable federal, state and local taxes. The holder of the SXE Common Units provided in exchange for SXE LTIP Units will receive the consideration as described above. See *The Merger Agreement Merger Consideration*.

The SXE Special Unitholder Meeting (see page 44)

Meeting. The Special Meeting will be held at the time and place specified in the Notice of Meeting. At the Special Meeting, SXE Unitholders will be asked to vote on the following proposals:

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

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

Who Can Vote at the Special Meeting. Only SXE Unitholders of record at the close of business on [], 2018 will be entitled to receive notice of and to vote at the Special Meeting. As of the close of business on the record date, there were 26,492,074 SXE Common Units, 12,213,713 SXE Subordinated Units and 18,335,181 SXE Class B Convertible Units outstanding and entitled to vote at the Special Meeting. Each holder

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of SXE Common Units, SXE Subordinated Units and SXE Class B Convertible Units is entitled to one vote for each SXE Common Unit, SXE Subordinated Unit and SXE Class B Convertible Unit owned as of the record date; provided that holders of Affiliated SXE Common Units will not be entitled to vote upon the Merger Proposal.

Required Vote. The affirmative vote of holders of at least a majority of the outstanding Non-Affiliated SXE Common Units is required to approve the Merger Agreement and the Merger. As of the record date, there were [] Non-Affiliated SXE Common Units outstanding. The affirmative vote of a majority of the Non-Affiliated SXE Common Units would be deemed to approve the Merger for all purposes of Section 14.3(b) of the SXE Partnership Agreement. The affirmative vote of the holders of at least a majority of the outstanding SXE Subordinated Units and at least a majority of the SXE Class B Convertible Units is also required to approve the Merger Agreement and the Merger. The Affiliated Unitholders, which collectively own 100% of the SXE Subordinated Units and 100% of the SXE Class B Convertible Units entitled to vote at the Special Meeting, have agreed to vote all of such SXE Subordinated Units and SXE Class B Convertible 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 SXE Common Units (including the outstanding SXE Common Units owned by the Affiliated Unitholders) is required to approve, on an advisory (non-binding) basis, the related compensation payments that may be paid or become payable to SXE'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.

Unit Ownership of and Voting by Affiliated Unitholders. As of the record date of the Special Meeting, the Affiliated Unitholders owned, in the aggregate, 26,492,074 SXE Common Units, 12,213,713 SXE Subordinated Units and 18,335,181 SXE Class B Convertible Units which respectively represent 100% of the SXE Subordinated Units and 100% of the SXE Class B Convertible Units outstanding and entitled to vote at the Special Meeting. Pursuant to the Support Agreement, the Affiliated Unitholders have agreed to vote all of their SXE Subordinated Units and SXE Class B Convertible Units in favor of the Merger and the approval of the Merger Agreement and the transactions contemplated thereby. Pursuant to the SXE Partnership Agreement, SXE Common Units owned by Southcross Holdings and its affiliates will not be entitled to vote for, and will not be counted toward the required majority vote for, approval of the Merger Agreement or the Merger. SXE Common Units owned by Southcross Holdings and its affiliates will be entitled to vote for, and will be counted toward the required majority vote for, the Advisory Compensation Proposal.

Recommendation of the SXE Conflicts Committee and the SXE GP Board and Reasons for the Merger (see page 75)

The SXE GP Board recommends that SXE Unitholders vote FOR the approval of the Merger Proposal and that SXE Unitholders 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 SXE GP Board considered a number of factors in its deliberations. For a more complete discussion of these factors, see *The Merger Recommendation of the SXE Conflicts Committee and the SXE GP Board and Reasons for the Merger..*

Opinion of the Financial Advisor to the SXE Conflicts Committee (see page 81)

In August 2017, the SXE Conflicts Committee retained Jefferies LLC (Jefferies) to act as the SXE Conflicts Committee s financial advisor in connection with certain potential strategic transactions, including a

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possible sale of, or other business combination involving, SXE and its affiliates, on the one hand, and AMID and its affiliates, on the other hand. At a meeting of the SXE Conflicts Committee on October 31, 2017, Jefferies rendered its opinion to the SXE Conflicts Committee to the effect that, as of that date and based upon and subject to the various assumptions made, procedures followed, matters considered and limitations on the scope of the review undertaken as set forth in its opinion, the Exchange Ratio pursuant to the Merger Agreement was fair, from a financial point of view, to the holders of SXE Common Units other than SXE, SXE GP, AMID, AMID GP, AMID Merger Sub, Southcross Holdings or any of their respective affiliates (collectively, the Unaffiliated SXE Unitholders), as more fully described in the section of this proxy statement/prospectus entitled *The Merger Opinion of the Financial Advisor to the SXE Conflicts Committee* beginning on page 81 of this proxy statement/prospectus.

The full text of the written opinion of Jefferies, dated as of October 31, 2017, is attached hereto as *Annex B*. Jefferies opinion sets forth, among other things, the assumptions made, procedures followed, matters considered and limitations on the scope of the review undertaken by Jefferies in rendering its opinion. SXE encourages you to read Jefferies opinion carefully and in its entirety. Jefferies opinion was directed to the SXE Conflicts Committee (in its capacity as such) and addresses only the fairness, from a financial point of view, to the Unaffiliated SXE Unitholders of the Exchange Ratio pursuant to the Merger Agreement. It does not address the relative merits of the transactions contemplated by the Merger Agreement as compared to any alternative transaction or opportunity that might be available to SXE, nor does it address the underlying business decision by SXE or SXE GP to engage in the Merger or the terms of the Merger Agreement or the documents referred to therein. Jefferies opinion does not constitute a recommendation as to how any holder of SXE Common Units should vote on the Merger or any matter related thereto.

AMID Unitholder Approval is Not Required

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

Governance Matters After the Transaction (see page 94)

In connection with the closing of the Contribution, Southcross Holdings, as the Class D member of AMID GP following the closing of the Contribution, will appoint two directors reasonably acceptable to the Class A members of AMID GP to the board of AMID GP, expanding the AMID GP board from nine directors to 11 directors.

Ownership of AMID After the Transaction (see page 95)

AMID will issue approximately 3.5 million AMID Common Units to Unaffiliated SXE Unitholders in the Merger. AMID estimates that it will issue approximately 13.6 million AMID Common Units to Southcross Holdings (subject to certain adjustments and escrows) in connection with the Contribution. As of December 31, 2017, after the completion of the Transaction, it is expected that there will be outstanding approximately 69.7 million AMID Common Units. The AMID Common Units estimated to be issued to the SXE Unitholders and to Southcross Holdings in the Merger and in connection with the Contribution, respectively, will represent approximately 5% and 19.4%, respectively, of the outstanding AMID Common Units after the Transaction on a fully diluted basis.

Interests of the Directors and Executive Officers of SXE in the Transaction (see page 95)

SXE's directors and executive officers may have interests in the Merger that are different from, or in addition to, the interests of SXE Unitholders generally. The members of the SXE 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 SXE Unitholders that the Merger Agreement be adopted.

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These interests include:

The directors and executive officers of SXE are entitled to continued indemnification and insurance coverage in accordance with the Merger Agreement.

The executive officers of SXE are entitled to payment of their annual incentive cash bonus awards for fiscal year 2017 at target level.

Each executive officer of SXE is entitled to severance payments in the event of the executive officer's qualifying termination of employment within 12 months following the closing of the Merger.

Unvested SXE LTIP Units held by each of the SXE executive officers will become fully vested and settled in SXE Common Units immediately prior to the Effective Time, subject to withholding for applicable taxes. Then, upon the Effective Time, each such SXE Common Unit shall be converted into the right to receive 0.160 of an AMID Common Unit. Any tandem dividend equivalent right issued in connection with such SXE LTIP Unit awards shall be settled as soon as administratively feasible following the Effective Time.

All executive officers of SXE are entitled to Transaction Bonuses (as defined below) if they are employed by SXE GP as of the closing of the Merger.

Unvested 2016 cash-based long term incentive awards held by certain of the SXE executive officers will become fully vested upon the closing of the Merger, such that each executive officer is entitled to receive a single lump sum cash payment within 30 days after the closing of the Merger.

Risks Relating to the Merger and Ownership of AMID Common Units (see page 32)

SXE 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, SXE Unitholders cannot be sure of the market value of the AMID Common Units they will receive as Merger consideration relative to the value of SXE Common Units they exchange.

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

The Merger Agreement contains provisions that limit SXE's ability to pursue alternatives to the Merger, which could discourage a potential competing acquirer of SXE 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 SXE to pay all of the reasonable documented out-of-pocket expenses incurred by AMID in connection with the Merger Agreement and the transactions contemplated thereby, in certain circumstances, up to a maximum amount of \$500,000 and to pay AMID a termination fee of \$2 million, less any expenses previously paid by SXE.

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

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

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AMID Common Units to be received by SXE Unitholders as a result of the Merger have different rights from SXE 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 SXE and AMID being treated as partnerships for U.S. federal income tax purposes.

Conditions to Consummation of the Merger (see page 102)

AMID and SXE currently expect to complete the Transaction in the second quarter of 2018, subject to receipt of the required SXE Unitholder vote and regulatory approvals and clearances and to the satisfaction or waiver of the other conditions to the transactions contemplated by the Transaction Agreements 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 approved by the affirmative vote of the holders of at least a majority of the outstanding Non-Affiliated SXE Common Units, the holders of at least a majority of the outstanding SXE Subordinated Units and the holders of at least a majority of the SXE Class B Convertible 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;

closing of the Contribution must have occurred in accordance with the terms of the Contribution Agreement;

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AMID must have received from Gibson, Dunn & Crutcher LLP (Gibson Dunn), counsel to AMID, a written opinion regarding certain U.S. federal income tax matters, as described under *The Merger Agreement Conditions to Consummation of the Merger* ; and

SXE must have received from Locke Lord LLP (Locke Lord), counsel to SXE, a written opinion regarding certain U.S. federal income tax matters, as described under *The Merger Agreement Conditions to Consummation of the Merger* .

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 SXE 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 *The Merger Agreement Conditions to Consummation of the Merger*;

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SXE and SXE 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 SXE certifying that the two preceding conditions have been satisfied.

The obligation of SXE 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 *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 paid or caused to be paid on behalf of SXE (i) the dollar amount of all indebtedness and any other amounts required to be paid under SXE's credit facilities in order to fully pay off SXE's credit facilities and (ii) as applicable, to such accounts as designated in a qualifying notes payoff letter by Southcross Holdings and/or the Sponsors, and in accordance with the qualifying notes payoff letter, the dollar amount of indebtedness and any other amounts required to be paid in order to fully pay off the qualifying notes.

In addition, the Contribution Agreement contains customary representations and warranties and covenants by each of the parties. The closing under the Contribution Agreement is conditioned upon, among other things: (i) expiration or termination of any applicable waiting period under the HSR Act, (ii) the absence of certain legal impediments prohibiting the transactions, and (iii) with respect to AMID's obligation to close only, the conditions precedent contained in the Merger Agreement having been satisfied or being satisfied concurrently with the closing of the Contribution Agreement. In the event the condition described in clause (iii) is not satisfied, subject to satisfaction or waiver of the other conditions to the Contribution, AMID has the ability to waive the condition described in clause (iii) and consummate the Contribution without consummating the Merger.

Regulatory Approvals and Clearances Required for the Transaction (see page 98)

Consummation of the Merger is conditioned on the expiration or termination of a 30-day waiting period under the HSR Act. On November 28, 2017, AMID and SXE filed Notification and Report Forms (HSR Forms) with the Antitrust Division of the Department of Justice (the Antitrust Division) and the Federal Trade Commission (the FTC). On December 8, 2017, AMID and SXE received early termination of the applicable waiting period under the HSR Act. The Merger is also subject to review by state regulatory authorities such as the Mississippi Public Services Commission (MPSC). See *The Merger Regulatory Approvals and Clearances Required for the Transaction*.

Amendments to the Existing AMID Partnership Agreement (see page 99)

In connection with the closing of the Merger, AMID GP will enter into the Sixth Amended and Restated Agreement of Limited Partnership of AMID (the AMID Partnership Agreement).

In conjunction with the Merger, and as partial consideration under the Contribution Agreement, AMID will issue to Southcross Holdings 4.5 million series E preferred units. Concurrently with the closing of the

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Transaction, AMID GP will enter into the AMID Partnership Agreement to reflect the issuance of series E preferred units. Series E preferred units have the right to receive cumulative distributions in the same priority as distributions to the series A preferred units and series C preferred units and prior to any other distributions made in respect of the common units (the series E quarterly distribution). Distributions on series E units can be made with paid-in-kind series E units, cash or a combination thereof, at the discretion of the AMID GP Board.

The AMID Partnership Agreement amends certain rights and preferences of holders of series C preferred units. In AMID GP's discretion, the quarterly distribution with respect to series C preferred units representing underlying AMID Common Units having a value of \$50 million based upon the closing price of AMID Common Units on the trading date immediately preceding the applicable record date for such conversion the \$50 million of series C preferred units (as defined below) may instead be paid as (x) an amount in cash up to the series C distribution rate, as such term is defined in the AMID Partnership Agreement, and (y) a number of series C preferred units equal to (a) the remainder of (i) the series C distribution rate less (ii) the amount of cash paid pursuant to clause (x), divided by (b) the series C adjusted issue price, as such term is defined in the AMID Partnership Agreement. In AMID GP's discretion, the series C quarterly distribution with respect to the remaining series C preferred units (that is, other than the \$50 million of Series C Preferred Units) may be paid as (x) an amount in cash up to the greater of (a) \$0.4125 per unit and (b) the series C subsequent distribution rate, as such term is defined in the AMID Partnership Agreement, and (y) a number of series C PIK preferred units equal to (a) the remainder of (i) the greater of (I) \$0.4125 and (II) the series C subsequent distribution rate less (ii) the amount of cash paid pursuant to clause (x), divided by (b) the series C adjusted issue price. The AMID Partnership Agreement also provides the Partnership with certain redemption rights related to the series C preferred units. The \$50 million series C preferred units are convertible upon the election of the Partnership at any time after the series E preferred units become convertible.

The AMID Partnership Agreement provides each of Southcross Holdings and its permitted transferees of series E preferred units that is the registered holder of any series E preferred units (Holdings) with certain limited preemptive rights. If AMID issues to the Class A Member, as such term is defined in the Amended GP LLC Agreement (as defined below), or its affiliates limited partnership interests of the same class held by Holdings (other than issuances of PIK preferred units or issuances of limited partner interests purchased by the general partner to maintain its percentage interest as described above), Holdings has the right to purchase limited partner interests of such class from AMID up to the amount necessary to maintain its aggregate percentage interest equal to that which existed immediately prior to the issuance of such limited partner interests on the same terms provided to the Class A Member or its affiliates. Further, if AMID issues to Magnolia Infrastructure Holdings, LLC (Magnolia), or any of its affiliates that holds series C preferred units (the Magnolia LPs), or any of their respective affiliates limited partner interests (other than (i) issuances of PIK preferred units or conversion units, (ii) issuances of limited partner interests purchased by the general partner to maintain its percentage interest as described above, (iii) issuances to finance a capital improvement or the replacement of a capital asset or (iv) issuances to all holders of common units on a pro rata basis), Holdings has the right to purchase such limited partner interests from AMID up to the amount necessary to maintain its percentage interest equal to that which existed immediately prior to the issuance of such limited partner interests on the same terms provided to Magnolia, the Magnolia LPs or any of their respective affiliates.

Under the AMID Partnership Agreement, AMID has agreed to register for resale under the Securities Act and applicable state securities laws any AMID Common Units, series A preferred units, series C preferred units, series E preferred units or other partnership securities proposed to be sold by Holdings or any of its affiliates, if an exemption from the registration requirements is not otherwise available. AMID is not obligated to effect more than two registrations at the request of Holdings or its affiliates. These registration rights continue, following any withdrawal or removal of AMID GP as the AMID general partner, for two years and for so long thereafter as is required for the holder to sell its partnership securities. AMID is obligated to pay all expenses incidental to the registration at the request of Holdings or its affiliates, excluding underwriting discounts and commissions, but

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only to the extent such request is made within 20 days after the issuance of common units pursuant to AMID's right to exercise its series E conversion right, and all costs and expenses of any other such registration shall be paid by Holdings or its affiliates.

For a description of the relative rights and preferences of holders of series C preferred units and series E preferred units, see *The AMID Partnership Agreement* and *Provisions of the AMID Partnership Agreement Relating to Cash Distributions*. This is only a summary of material changes to the Existing AMID Partnership Agreement and is qualified in its entirety by reference to the form AMID Partnership Agreement filed as an exhibit to this registration statement of which this proxy statement/prospectus forms a part.

No Solicitation by SXE of Alternative Proposals (see page 105)

The Merger Agreement provides that SXE and SXE GP will not, and SXE 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 SXE without such person being subject to the limitations in SXE's partnership agreement that prevent 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 SXE 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.

SXE 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, SXE 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 SXE GP Board Recommendation (see page 106)

The Merger Agreement provides that SXE and SXE GP will not, and SXE will cause its subsidiaries and use reasonable best efforts to cause its representatives not to, directly or indirectly, withdraw, modify or qualify, or

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propose publicly to withdraw, modify or qualify, in a manner adverse to AMID, the recommendation of the SXE GP Board that SXE's Unitholders approve the Merger Agreement or publicly recommend the approval of, or publicly approve, or propose to publicly recommend or approve, any alternative proposal. In addition, subject to certain limitations, if SXE receives an alternative proposal it will, within 10 business days of receipt of a written request from AMID, publicly reconfirm the recommendation of the SXE GP Board that SXE's Unitholders approve the Merger Agreement.

SXE'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 *The Merger Agreement Change in SXE GP Board Recommendation*, the SXE GP Board may, at any time prior to the approval of the Merger Agreement by SXE Unitholders, effect an adverse recommendation change in response to either (i) any alternative proposal constituting a designated proposal or (ii) a changed circumstance that was not known by the SXE GP Board prior to the date of the Merger Agreement, in each case if the SXE GP Board, after consultation with SXE GP's financial advisor and outside legal counsel, determines in good faith that the failure to take such action would not be in the best interest of SXE and would be inconsistent with its duties under the SXE Partnership Agreement and applicable law.

Termination of the Merger Agreement (see page 109)

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

by mutual written consent; or

by either AMID or SXE:

if the Merger has not occurred on or before June 1, 2018 (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

if the unitholders of SXE do not approve the Merger Agreement and the transactions contemplated thereby at the Special Meeting or any adjournment or postponement of such meeting.

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

if an adverse recommendation change by the SXE GP Board has occurred; or

if there is a breach by SXE 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 *The Merger Agreement Termination of the Merger Agreement*.

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SXE may terminate the Merger Agreement at any time prior to the Effective Time:

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 SXE, subject to certain exceptions discussed in *The Merger Agreement Termination of the Merger Agreement*.

In addition, the Merger Agreement will be automatically terminated without further action of any party to the Merger Agreement upon the termination of the Contribution Agreement.

Termination Fee and Expense Reimbursement (see page 110)

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, SXE will be required to pay all of the reasonably documented out-of-pocket expenses incurred by AMID in connection with the Merger Agreement; provided, however, that in the event of a termination of the Merger Agreement by either party because the Merger was not approved at the Special Meeting of SXE Unitholders called for such purpose (or termination by SXE pursuant to a different termination provision provided in the Merger Agreement at a time when the Merger Agreement is terminable because the Merger was not approved at the Special Meeting of SXE Unitholders called for such purpose), SXE will pay AMID's out-of-pocket expenses, in certain circumstances, up to a maximum amount of \$500,000.

Following termination of the Merger Agreement under specified circumstances, including due to an adverse recommendation change having occurred, SXE will be required to pay AMID a termination fee of \$2 million, less any expenses previously reimbursed by SXE pursuant to the Merger Agreement.

Comparison of Rights of AMID Unitholders and SXE Unitholders (see page 190)

SXE 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 SXE Partnership Agreement, and the Delaware LP Act.

Material United States Federal Income Tax Consequences of the Merger (see page 132)

Tax matters associated with the Merger are complicated. The U.S. federal income tax consequences of the Merger to an SXE Unitholder 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 SXE Units as capital assets, and these discussions have only limited application to other unitholders, including those subject to special tax treatment. SXE Unitholders 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, SXE expects to receive an opinion from Locke Lord to the effect that except to the extent that cash or nonqualified liability assumption causes the Merger to be treated as a disguised sale, and except to the extent amounts are deducted and withheld by AMID or the Exchange Agent: (A) no gain or loss should be

recognized by SXE Unitholders holding SXE Common Units, SXE Subordinated Units or SXE Class B Convertible Units (other than SXE Common Units, SXE Subordinated Units, SXE Class B Convertible Units or other equity interests in SXE held by Southcross Holdings or an affiliate, subsidiary or partner thereof or

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AMID or any of its affiliates) as a result of the Merger with respect to any SXE Common Units, SXE Subordinated Units or SXE Class B Convertible Units held by such SXE Unitholder (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, (y) the receipt of any merger consideration that is not pro rata with the other holders of the same class of units (other than units held by Southcross Holdings or an affiliate, subsidiary or partner thereof or AMID or any of its affiliates) or (z) any liabilities incurred other than in the ordinary course of business of SXE or its subsidiaries); provided that such opinion shall not extend to any SXE Unitholder who acquired SXE Common Units, SXE Subordinated Units or SXE Class B Convertible Units from SXE in exchange for property or services other than cash; and (B) SXE is classified as a partnership for U.S. federal income tax purposes.

In connection with the Merger, AMID expects to receive an opinion from Gibson Dunn, to the effect that for U.S. federal income tax purposes: (A) AMID should not 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 AMID Common Unitholders as a result of the Merger (other than any gain resulting from (w) any decrease in partnership liabilities pursuant to Section 752 of the Code, (x) any liabilities incurred other than in the ordinary course of business of AMID or its subsidiaries, (y) any disposition or deemed disposition of non-pro rata Merger Consideration or (z) relating to an AMID Unit received for property or services other than cash); and (C) AMID is classified as a partnership for U.S. federal income tax purposes.

Opinions of counsel, however, are subject to 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. In addition, opinions of counsel are based upon various factual assumptions, representations, warranties and covenants made by the officers of the SXE entities and AMID 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 material U.S. federal income tax consequences of the Merger.

Accounting Treatment of the Merger (see page 100)

In accordance with accounting principles generally accepted in the United States and in accordance with the Financial Accounting Standards Board's Accounting Standards Codification Topic 805 Business Combinations, AMID will account for the merger as an acquisition of a business.

Listing of AMID Common Units; Delisting and Deregistration of SXE Common Units (see page 100)

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 SXE Unitholders be approved for listing on the NYSE, subject to official notice of issuance.

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

No Appraisal Rights (see page 100)

Appraisal rights are not available in connection with the Merger under the Delaware LP Act or under the SXE Partnership Agreement.

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Organizational Structure Prior to and Following the Merger

The following represents the simplified organizational structure of AMID and SXE prior to the Transaction⁽¹⁾:

- (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 Capital Holdings, LLC (ArcLight Holdings) is the sole manager and member of ArcLight Capital and, together with ArcLight Holdings and ArcLight Energy Partners Fund V, L.P. (Fund V), the ArcLight Entities). ArcLight Capital is the investment adviser to Fund V. ArcLight Holdings is the manager of the general partner of Fund V. Fund V directly owns Magnolia Infrastructure Holdings, LLC (Magnolia Holdings), which owns Magnolia Infrastructure Partners, LLC (Magnolia). Fund V, through Magnolia, also owns approximately 90% of the ownership interest in HPIP.
- (3) AMID's directors and officers who are not affiliated with the ArcLight Entities collectively own an additional approximately 0.39% limited partner interest.

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The following represents the simplified organizational structure of the combined company following the Transaction⁽¹⁾:

- (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) AMID's directors and officers who are not affiliated with the ArcLight Entities collectively own an additional approximately 0.39% limited partner interest.
- (3) Indirectly held through subsidiaries contributed to AMID by Southcross Holdings immediately prior to the Merger.

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

The following table sets forth AMID's selected historical consolidated financial data for the periods ended and as of the dates indicated. The consolidated statements of operations for the years ended December 31, 2016, 2015 and 2014 and the consolidated balance sheet data as of December 31, 2016 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 presented below for the years ended December 31, 2013 and 2012 and the consolidated balance sheet data presented below as of December 31, 2014, 2013 and 2012 are unaudited; however, they 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, 2017 and 2016 and the consolidated balance sheet data as of September 30, 2017 have been derived from AMID's unaudited condensed consolidated financial statements incorporated by reference into this proxy statement/prospectus. The data presented below has been prepared on the same basis as the audited consolidated financial statements included in AMID's Current Report on Form 8-K dated December 6, 2017 (the Recast Form 8-K), reflecting the change in classification of AMID's propane and marketing services business (the Propane Business) to discontinued operations for all periods presented. The data presented below should be read in conjunction with the consolidated financial statements and the related notes contained in the Recast Form 8-K and AMID's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2017, and the section entitled *Management's Discussion and Analysis of Financial Condition and Results of Operations* contained in AMID's Current Report on Form 8-K/A dated December 6, 2017 and filed on December 12, 2017 and AMID's Quarterly Report on Form 10-Q/A for the quarterly period ended September 30, 2017, which are incorporated by reference into this proxy statement/prospectus. See the section entitled *Where You Can Find More Information* beginning on page 224 of this proxy statement/prospectus.

	Nine Months ended September 30,		For the Years Ended December 31,				
	2017 ⁽¹⁾ (unaudited)	2016 ⁽¹⁾ (unaudited)	2016 ⁽¹⁾	2015 ⁽¹⁾	2014 ⁽¹⁾	2013 ⁽¹⁾ (unaudited)	2012 ^(1, 2) (unaudited)
(in thousands, except per unit data)							
Consolidated Statement of Operations							
Revenues							
Total operating revenue	\$ 488,398	\$ 413,153	\$ 589,026	\$ 750,304	\$ 838,949	\$ 436,021	\$ 77,717
Operating expenses							
Costs of sales	342,886	270,712	393,351	567,682	672,948	331,831	72,520
Direct operating expenses	56,819	53,872	71,544	71,729	58,048	33,962	5,080
Corporate expenses	84,570	60,945	89,438	65,327	60,465	51,193	10,747
Depreciation, amortization and accretion	78,834	65,937	90,882	81,335	57,818	43,458	4,790
Loss (gain) on sale of assets, net	(4,064)	297	688	2,860	4,087	(17)	2
Loss on impairment of property, plant and equipment			697		21,344	8,830	
Loss on impairment of goodwill			2,654	148,488			

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Total operating expenses	559,045	451,763	649,254	937,421	874,710	469,257	93,139
Operating loss	(70,647)	(38,610)	(60,228)	(187,117)	(35,761)	(33,236)	(15,422)
Other income (expense):							
Interest expense	(51,037)	(24,723)	(21,433)	(20,077)	(16,497)	(15,418)	(3,167)
Loss on extinguishment of debt					(1,634)		(497)
Other income (expense)	32,248	245	254	1,460	(1,096)	544	13
Earnings in unconsolidated affiliates	49,781	29,513	40,158	8,201	348		
Loss from continuing operations before income taxes	(39,655)	(33,575)	(41,249)	(197,533)	(54,640)	(48,110)	(19,073)
Income tax (expense) benefit	(2,611)	(1,839)	(2,580)	(1,885)	(856)	212	(185)
Loss from continuing operations	(42,266)	(35,414)	(43,829)	(199,418)	(55,496)	(47,898)	(19,258)
Discontinued operations:							
Income (loss) from discontinued operations	42,185	7,532	(4,715)	(423)	(24,071)	13,446	10,870
Net loss	(81)	(27,882)	(48,544)	(199,841)	(79,567)	(34,452)	(8,388)
Net income (loss) attributable to non-controlling interests	3,386	2,192	2,766	(13)	3,993	705	

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	Nine Months ended September 30,		For the Years Ended December 31,				
	2017 ⁽¹⁾ (unaudited)	2016 ⁽¹⁾ (unaudited)	2016 ⁽¹⁾	2015 ⁽¹⁾	2014 ⁽¹⁾	2013 ⁽¹⁾ (unaudited)	2012 ^(1, 2) (unaudited)
(in thousands, except per unit data)							
Net loss attributable to the Partnership	\$ (3,467)	\$ (30,074)	\$ (51,310)	\$ (199,828)	\$ (83,560)	\$ (35,157)	\$ (8,388)
General Partner's Interest in net loss	\$ (98)	\$ (235)	\$ (233)	\$ (1,823)	\$ (398)	\$ (864)	\$
Limited Partners' Interest in net loss	\$ (3,369)	\$ (29,839)	\$ (51,077)	\$ (198,005)	\$ (83,162)	\$ (34,293)	\$ (8,388)
Limited Partners' net (loss) per common unit:							
Basic and diluted:							
Loss from continuing operations	\$ (1.35)	\$ (1.14)	\$ (1.51)	\$ (4.91)	\$ (2.77)	\$ (3.21)	\$ (1.19)
Income (loss) from discontinued operations	\$ 0.81	\$ 0.15	\$ (0.09)	\$ (0.01)	\$ (0.52)	\$ (0.07)	\$ 0.61
Net loss	\$ (0.54)	\$ (0.99)	\$ (1.60)	\$ (4.92)	\$ (3.29)	\$ (3.28)	\$ (0.58)
Weighted average number of common units outstanding:							
Basic and diluted ⁽³⁾	52,021	51,310	51,176	45,050	27,524	18,931	12,069

	As of September 30,		As of December 31,			
	2017 ⁽¹⁾ (unaudited)	2016 ⁽¹⁾	2015 ⁽¹⁾	2014 ⁽¹⁾ (unaudited)	2013 ⁽¹⁾ (unaudited)	2012 ^(1, 2) (unaudited)
(in thousands, except per unit data)						
Balance Sheet Data						
Cash and cash equivalents	\$ 6,739	\$ 5,666	\$ 1,987	\$ 3,824	\$ 3,627	\$ 10,099
Accounts receivable and unbilled revenue	79,065	67,625	61,016	116,676	129,724	59,721
Property, plant and equipment, net	1,140,826	1,066,608	981,321	887,045	537,304	103,954
Total assets	2,023,207	2,349,321	1,751,889	1,865,210	1,292,695	562,124
Current portion of long-term debt	1,234	5,438	2,758	3,141	3,141	2,694
Long-term debt	1,057,845	1,235,538	687,100	456,965	314,764	164,429

(1) On March 8, 2017, AMID completed its acquisition of JP Energy Partners LP (JPE), an entity controlled by ArcLight Capital affiliates, in a unit-for-unit merger (JPE Acquisition). As both AMID and JPE were controlled by ArcLight Capital affiliates, the acquisition represented a transaction among entities under common control. The selected historical financial information for the periods presented has been retrospectively adjusted to give effect to the JPE Acquisition.

On September 1, 2017, AMID completed the disposition of its Propane Business. As a result of the disposition of its Propane Business, AMID classified the results of operations of the Propane Business as discontinued operations. The selected historical financial information for the periods presented has been retrospectively adjusted to reflect the change in classification of the Propane Business to discontinued operations.

- (2) The 2012 selected financial data represents JPE financial activity only (including the Propane Business disposition), given the common control was April 15, 2013, as mentioned above.
- (3) Includes unvested phantom units with distribution equivalent rights, which are considered participating securities, of 200,000 at December 31, 2016 and 2015.

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

The following table sets forth SXE's selected historical consolidated financial data for the periods ended and as of the dates indicated. The consolidated statements of operations for the years ended December 31, 2016 and 2015 and the consolidated balance sheet data as of December 31, 2016 and 2015 have been derived from SXE's audited consolidated financial statements incorporated by reference into this proxy statement/prospectus. The consolidated statements of operations for the years ended December 31, 2014, 2013, and 2012 and the consolidated balance sheet data as of December 31, 2014, 2013 and 2012 have been derived from SXE'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, 2017 and 2016 and the consolidated balance sheet data as of September 30, 2017 have been derived from SXE's unaudited condensed consolidated financial statements 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 SXE's most recent Annual Report on Form 10-K and its Quarterly Report on Form 10-Q for the period ended September 30, 2017 incorporated by reference into this proxy statement/prospectus. See the section entitled *Where You Can Find More Information* beginning on page 224 of this proxy statement/prospectus.

	Nine Months Ended		Year Ended December 31,				
	September 30, 2017	2016	2016	2015 ⁽¹⁾	2014 ⁽¹⁾	2013	2012
	(in thousands, except per unit data)						
Revenues:							
Revenues	\$ 493,914	\$ 389,091	\$ 548,723	\$ 698,473	\$ 848,513	\$ 634,722	\$ 496,129
Expenses:							
Cost of natural gas and liquids sold	388,362	273,638	395,874	517,157	721,132	541,176	424,489
Operations and maintenance	43,779	54,173	70,242	82,529	59,915	41,254	35,532
Depreciation and amortization	53,673	68,898	106,947	70,814	46,050	33,548	18,977
General and administrative	19,616	22,879	28,546	30,026	32,723	21,764	13,842
Impairment of assets	1,769	476	476	7,067	1,556		
Loss (gain) on sale of assets, net	(5)	(12,755)	(11,768)	416	365	(25)	
Total expenses	507,194	407,309	590,317	708,009	861,741	637,717	492,840
Income (loss) from operations	(13,280)	(18,218)	(41,594)	(9,536)	(13,228)	(2,995)	3,289
Other income (expense):							
Equity in losses of joint venture investments	(9,865)	(10,656)	(21,123)	(13,452)	(6,496)		
Interest expense	(28,670)	(26,601)	(35,166)	(32,738)	(15,562)	(12,590)	(5,767)
Other income (expense)	1,508		2,933		(2,393)		(1,764)
Total other expense	(37,027)	(37,257)	(53,356)	(46,190)	(24,451)	(12,590)	(7,531)
Loss before income tax benefit (expense)	(50,307)	(55,475)	(94,950)	(55,726)	(37,679)	(15,585)	(4,242)

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Income tax benefit (expense)	(4)	2	2	233	(52)	(385)	(246)
Net loss	\$ (50,311)	\$ (55,473)	\$ (94,948)	\$ (55,493)	\$ (37,731)	\$ (15,970)	\$ (4,488)

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	Nine Months Ended			Year Ended December 31,			
	September 30, 2017	2016	2016	2015 ⁽¹⁾	2014 ⁽¹⁾	2013	2012
(in thousands, except per unit data)							
Earnings Per Unit:							
Net loss allocated to limited partner common units	\$ (30,590)	\$ (29,235)	\$ (50,612)	\$ (24,790)	\$ (20,175)	\$ (8,683)	\$ (2,072)
Weighted average number of limited partner common units	48,545	33,119	34,161	26,781	21,642	12,225	12,214
Basic and diluted loss per common unit	\$ (0.63)	\$ (0.88)	\$ (1.48)	\$ (0.93)	\$ (0.93)	\$ (0.71)	\$ (0.17)
Distributions declared per common unit	\$	\$	\$	\$ 1.20	\$ 1.60	\$ 1.60	\$ 0.24
Net loss allocated to limited partner subordinated units	\$ (7,694)	\$ (10,777)	\$ (18,089)	\$ (11,300)	\$ (8,355)	\$ (8,638)	\$ (2,072)
Weighted average number of limited partner subordinated units outstanding	12,214	12,214	12,214	12,214	12,214	12,214	12,214
Basic and diluted loss per subordinated unit	\$ (0.63)	\$ (0.88)	\$ (1.48)	\$ (0.93)	\$ (0.68)	\$ (0.71)	\$ (0.17)

- (1) On May 7, 2015, SXE acquired gathering, treating, compression and transportation assets (the 2015 Holdings Acquisition). The acquired assets consist of the Valley Wells sour gas gathering and treating system (the Valley Wells System), compression assets that are part of the Valley Wells and Lancaster gathering and treating systems (the Compression Assets) and two NGL pipelines. The 2015 Holdings Acquisition was deemed a transaction between entities under common control and, as such, was accounted for on an as if pooled basis for all periods which common control existed (which began on August 4, 2014). SXE's financial results retrospectively include the financial results of the Valley Wells System and Compression Assets for all periods ending after August 4, 2014, the date that Southcross Energy LLC and TexStar Midstream Services, LP, combined pursuant to a contribution agreement in which Southcross Holdings was formed.

	As of			As of			
	September 30, 2017	2016	2015	December 31, 2014	2013	2012	
(in thousands, except per unit data)							
Balance Sheet Data:							
Cash and cash equivalents	\$ 14,652	\$ 21,226	\$ 11,348	\$ 1,649	\$ 3,349	\$ 7,490	
Trade accounts receivable	30,448	51,894	39,585	74,086	57,669	50,994	
Accounts receivable affiliates	18,706	7,976	49,734	11,325			
Property, plant and equipment, net	928,247	971,286	1,066,001	1,058,570	575,795	550,603	
Total assets	1,113,506	1,186,076	1,318,960	1,299,712	647,078	614,220	
Current portion of long-term debt	4,256	4,500	4,500	4,500			
Long-term debt	518,480	543,872	604,518	454,527	262,063	186,615	
Total partners capital	516,726	563,629	621,336	697,104	275,024	326,467	

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, 2017 reflects the Transaction as if it occurred on September 30, 2017. The unaudited pro forma condensed consolidated statement of operations data for the nine months ended September 30, 2017 and the year ended December 31, 2016 reflect the Transaction and a separate completed acquisition by AMID as if they occurred on January 1, 2016.

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 Transaction 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 *Unaudited Pro Forma Condensed Consolidated Financial Statements* and related notes included in this proxy statement/prospectus.

Unaudited Pro Forma Condensed Consolidated Balance Sheet Data as of September 30, 2017

As of September 30, 2017
(in thousands)

	AMID Historical	SXE Historical	SXH Historical	Eliminations	Pro Forma Adjustments	AMID Pro Forma Combined
Total assets	\$ 2,023,207	\$ 1,113,506	\$ 1,263,746	\$ (331,508)	\$ (1,093,156)	\$ 2,975,795
Long term debt	1,059,079	522,736	121,856			1,703,671
Total equity and partners capital	444,874	516,726	1,062,820	(313,081)	(1,183,028)	528,311

Unaudited Pro Forma Condensed Consolidated Statement of Operations Data for Nine Months ended September 30, 2017

Nine Months Ended September 30, 2017
(in thousands)

	AMID Pro Forma	SXE Historical	SXH Historical	Eliminations	Pro Forma Adjustments	AMID Pro Forma Combined
Revenues	\$ 488,398	\$ 493,914	\$ 247,817	\$ (135,275)	\$	\$ 1,094,854
Total operating expenses	559,045	507,194	304,912	(135,275)	(87,934)	1,147,942
Operating income (loss)	(70,647)	(13,280)	(57,095)		87,934	(53,088)
Interest expense	(55,553)	(28,670)	(11,295)		(3,471)	(98,989)
Earnings (losses) in unconsolidated affiliates	77,141	(9,865)	(48,419)	48,419		67,276
	(16,811)	(50,307)	(116,809)	48,419	84,463	(51,045)

**Income (loss) from continuing
operations before taxes**

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Table of Contents***Unaudited Pro Forma Condensed Consolidated Statement of Operations for the Year Ended December 31, 2016*****Year Ended December 31, 2016
(in thousands)**

	AMID Pro Forma	SXE Historical	SXH Historical	Eliminations	Pro Forma Adjustments	AMID Pro Forma Combined
Revenues	\$ 589,026	\$ 548,723	\$ 210,585	\$ (126,028)	\$	\$ 1,222,306
Total operating expenses	649,254	590,317	302,416	(126,028)	(149,235)	1,266,724
Operating income (loss)	(60,228)	(41,594)	(91,831)		149,235	(44,418)
Interest expense	(26,813)	(35,166)	(20,454)		(2,295)	(84,728)
Earnings (losses) in unconsolidated affiliates	73,004	(21,123)	(96,935)	96,935		51,881
Income (loss) from continuing operations before taxes	(13,783)	(94,950)	277,899	96,935	146,940	413,041

Unaudited Comparative Per Unit Information***Historical Per Unit Information of AMID and SXE***

The historical per unit information of AMID and SXE set forth in the table below is derived from the audited consolidated financial statements as of and for the year ended December 31, 2016 and the unaudited condensed consolidated financial statements as of and for the nine months ended September 30, 2017 for each of AMID and SXE.

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 Transaction as if it had been effective on January 1, 2016, in the case of income from continuing operations per unit and distributions data, and September 30, 2017, in the case of book value per unit data, and, in each case, assuming that a number of AMID Common Units equal to 0.160 of an AMID Common Unit have been issued in exchange for each outstanding Non-Affiliated SXE Common Unit.

Unaudited Equivalent Pro Forma per Unit Information of SXE

The unaudited equivalent pro forma per unit information of SXE set forth in the table below is calculated by multiplying the corresponding unaudited pro forma combined per unit information by the Exchange Ratio.

Table of Contents**General**

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

	Nine Months Ended September 30, 2017 (per unit data)	For the Year ended December 31, 2016 (per unit data)
Historical SXE		
Basic earnings per common unit from continuing operations	\$ (0.63)	\$ (1.48)
Diluted earnings per common unit from continuing operations	\$ (0.63)	\$ (1.48)
Distributions per unit declared for the period	\$	\$
Book value per unit common	\$ 10.63	\$ 11.62
Historical AMID		
Basic earnings per common unit from continuing operations	\$ (1.35)	\$ (1.51)
Diluted earnings per common unit from continuing operations	\$ (1.35)	\$ (1.51)
Distributions per unit declared for the period	\$ 1.24	\$ 3.01 ⁽¹⁾
Book value per unit common	\$ 8.17	\$ 11.07
Unaudited Pro Forma Combined per Unit AMID		
Basic earnings per common unit from continuing operations	\$ (1.48)	\$ 6.27
Diluted earnings per common unit from continuing operations	\$ (1.48)	\$ 4.71
Distributions per unit declared for the period	\$ 1.24	\$ 3.01 ⁽¹⁾
Book value per unit common	\$ 8.67	
Unaudited Equivalent Pro Forma per Unit SXE		
Basic earnings per common unit from continuing operations	\$ (0.24)	\$ 1.00
Diluted earnings per common unit from continuing operations	\$ (0.24)	\$ 0.75
Distributions per unit declared for the period	\$ 0.20	\$ 0.48
Book value per unit common	\$ 1.39	

(1) Distribution declared and paid during the year ended December 31, 2016.

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 SXE Common Units, which trade on the NYSE under the symbol SXE.

	Unaudited Comparative per Unit Information					
	SXE			AMID		
	Common Units		Distribution	Common Units		Distribution
	High	Low	(in dollars per unit)	High	Low	Distribution
2016						
First Quarter	3.73	0.38		8.49	4.03	0.4125
Second Quarter	3.65	1.02		14.00	6.18	0.4125
Third Quarter	2.10	1.32		15.19	10.39	0.4125
Fourth Quarter	1.65	1.10		18.30	13.06	0.4125
2017						
First Quarter	3.70	1.20		18.45	14.20	0.4125
Second Quarter	4.74	2.50		15.25	11.10	0.4125
Third Quarter	3.19	2.02		15.00	12.35	0.4125
Fourth Quarter						

The table below sets forth per unit closing prices of AMID Common Units and SXE Common Units on (i) October 31, 2017, the last trading day before the public announcement of the Merger, and (ii) on [], 2018, the most recent practicable trading day before the date of this proxy statement/prospectus. The table also sets forth the equivalent market value per Non-Affiliated SXE Common Unit on such dates. The equivalent market value per Non-Affiliated SXE Common Unit has been determined by multiplying the closing prices of AMID Common Units on those dates by the exchange ratio of 0.160 of an AMID Common Unit per SXE Common Unit.

SXE	AMID	Equivalent
Common	Common	Market
Units	Units	Value per
		Non-
		Affiliated
		SXE
		Common

			Unit
October 31, 2017	\$2.10	\$13.55	\$2.17
[], 2018	[]	[]	[]

Although the Exchange Ratio is fixed, the market prices of AMID Common Units and SXE 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 SXE Unitholders will depend on the closing price of AMID Common Units on the day the Merger is consummated. Thus, SXE 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 this proxy statement/prospectus, including the matters addressed under the section entitled *Special Note Concerning Forward-Looking Statements*, you should carefully consider the following risks before deciding whether to vote for approval of the Merger Agreement. You should read and consider the risks associated with each of the businesses of AMID and SXE 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, 2016, in AMID's subsequent quarterly reports on Form 10-Q and in other filings it makes with the SEC, each of which is incorporated by reference into this proxy statement/prospectus, and in SXE's annual report on Form 10-K for the fiscal year ended December 31, 2016, in SXE's subsequent quarterly reports on Form 10-Q and in other filings it makes with the SEC, 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*.

Risks Relating to the Merger

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

The market value of the unit consideration that SXE 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 SXE 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 SXE Unitholders will receive 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 SXE'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 SXE 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 SXE Unitholders will be less than contemplated at the time the Merger Agreement was signed.

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

AMID and SXE received early termination of the applicable waiting period under the HSR Act on December 8, 2017. The Merger may still be reviewed under antitrust statutes of other governmental authorities, including by state regulatory authorities such as the MPSC. The closing of the Merger is subject to the condition that there is no law, injunction, judgment or ruling by a governmental authority in effect enjoining, restraining,

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preventing or prohibiting the Merger. AMID and SXE can provide no assurance that all required regulatory clearances will be obtained. If a governmental authority asserts objections to the Merger, AMID or SXE may be required to divest 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 SXE 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 *The Merger Agreement Regulatory Matters*.

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 MPSC requires that when a company proposes a change of control of a certificate of public convenience and necessity (CPCN), the company must obtain an order from the MPSC approving the sale and transfer of the CPCN. Southcross Mississippi Industrial Gas Sales, L.P. (Southcross Mississippi), an indirect subsidiary of SXE, has a CPCN that, subject to the approval of the MPSC, will be transferred in connection with the Transaction. The MPSC could decide not to issue an order authorizing the transfer of the CPCN. Moreover, there is no guarantee that, if granted, such order will be granted in a timely manner or will be free from potentially burdensome conditions.

SXE is subject to provisions that limit its ability to pursue alternatives to the Merger, which could discourage a potential competing acquirer of SXE from making a favorable alternative transaction proposal and, in specified circumstances under the Merger Agreement, would require SXE to reimburse AMID s out-of-pocket expenses, in certain circumstances up to \$500,000, and pay a termination fee to AMID of \$2 million.

Under the Merger Agreement, SXE 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 *The Merger Agreement No Solicitation by SXE of Alternative Proposals*), SXE is restricted from soliciting, initiating, knowingly facilitating, knowingly encouraging or knowingly inducing or taking any other action intended to lead to any inquiries or any proposals for a competing proposal with any person. In addition, SXE 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 SXE Partnership Agreement. Under the Merger Agreement, in the event of a potential change by the SXE GP Board of its recommendation with respect to the Merger in light of a designated proposal, SXE must provide AMID with five 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 SXE 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 SXE 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.

Under the terms of the Transaction Agreements, in certain circumstances AMID may consummate the Contribution without consummating the Merger, which may discourage a third party that may have an interest in acquiring all or a significant part of SXE from considering or proposing that acquisition.

If the Merger Agreement is terminated under specified circumstances, including if the SXE Unitholder approval is not obtained, then SXE will be required to pay all of the reasonable documented out-of-pocket expenses incurred by

AMID in connection with the Merger Agreement and the transactions contemplated thereby up to a maximum amount of \$500,000. In addition, if the Merger Agreement is terminated due to an adverse

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recommendation change by the SXE GP Board having occurred, SXE may be required to pay AMID a termination fee of \$2 million, less any expenses previously paid by SXE. SXE will also be required to pay AMID a termination fee in the event that SXE enters into an agreement with respect to an alternative proposal within 12 months after the date that the Merger Agreement is terminated for certain reasons if such alternative proposal was publicly proposed prior to the Special Meeting or prior to the termination of the Merger Agreement in the event that the Special Meeting never occurred. See *The Merger Agreement Expenses* and *Termination Fee*. For a discussion of the restrictions on soliciting or entering into an alternative transaction and the ability of the SXE GP Board to change its recommendation, see *The Merger Agreement No Solicitation by SXE of Alternative Proposals* and *Change in SXE GP Board Recommendation*.

AMID or SXE 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 SXE 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, SXE may have to provide additional compensation in order to retain employees. If employees of SXE 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 SXE 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 SXE 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 SXE as a result of the Merger, which could negatively affect AMID's and SXE's respective revenues, earnings and cash available for distribution, as well as the market price of AMID Common Units and SXE Common Units, regardless of whether the Merger is completed.

Under the terms of the Merger Agreement, each of AMID and SXE 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. For a discussion of these restrictions, see *The Merger Agreement Conduct of Business Pending the Consummation 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.

However, each of AMID and SXE 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 SXE Common Units and the future business and financial results of AMID and SXE.

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 SXE Unitholders or by

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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 Units and SXE Common Units and the respective future business and financial results of AMID and SXE 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 SXE 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 SXE 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.

The Merger will not occur if the conditions to closing the Contribution under the Contribution Agreement, including AMID refinancing SXE's indebtedness, are not satisfied and the closing of the Contribution does not occur or if the Contribution Agreement is otherwise terminated.

It is a condition to the closing of the Merger under the terms of the Merger Agreement that the Contribution will have closed in accordance with the Contribution Agreement. Additionally, the Merger Agreement will terminate automatically, and the Merger will not occur, if the Contribution Agreement is terminated. The completion of the Contribution is subject to a number of conditions, is not assured and is subject to risks, including the risk that approval by governmental agencies is not obtained or that other closing conditions are not satisfied. Additionally, Southcross Holdings may not be able to force AMID to complete the Contribution if AMID has not obtained sufficient financing to make the cash payments required to be made at the closing of the Contribution, including for the refinancing of SXE's indebtedness, in which case AMID may be required under certain circumstances to pay a reverse termination fee of \$17 million to Southcross Holdings. AMID does not have in place committed financing sufficient to make the payments at the closing of the Contribution, and there can be no assurances that AMID will be able to obtain such financing on acceptable terms or at all. Any such failure to obtain financing would likely result in the termination of the Contribution Agreement and Merger Agreement and the failure to complete the Merger.

The pro forma financial statements included in this proxy statement/prospectus are based on various assumptions that may not prove to be correct, and they are presented for illustrative purposes only and may not be an indication of the combined company's financial condition or results of operations following the Merger.

The pro forma financial statements contained in this proxy statement/prospectus are based on various adjustments, assumptions and preliminary estimates and may not be an indication of the combined company's financial condition or results of operations following the Merger for several reasons. See *Summary Selected Unaudited Pro Forma Condensed Consolidated Financial Information*. The actual financial condition and results of operations of the combined company following the Merger may not be consistent with, or evident from, these pro forma financial statements. In addition, the assumptions used in preparing the pro forma financial information may not prove to be accurate, and other facts