

OCI RESOURCES LP

FORM 8-K (Current report filing)

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Address	FIVE CONCOURSE PARKWAY SUITE 2500 ATLANTA, GA 30328
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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): July 31, 2014

OCI Resources LP

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

001-36062
(Commission
File Number)

46-2613366
(IRS Employer
Identification No.)

**Five Concourse Parkway
Suite 2500
Atlanta, Georgia**
(Address of principal executive office)

30328
(Zip Code)

(770) 375-2300
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 31, 2014, the board of directors (the “Board”) of OCI Resource Partners LLC (the “Company”), the general partner of OCI Resources LP (the “Partnership”) approved a form of performance unit award agreement (a “Performance Award Agreement”) that will be used to grant performance awards based, in part, on the value of the Partnership’s common units (“Performance Awards”) pursuant to the OCI Resource Partners LLC 2013 Long Term Incentive Plan (the “LTIP”). In addition to being subject to all the general terms and conditions of the LTIP, a Performance Award Agreement provides for vesting of the Performance Award that is linked to the relative performance of the Partnership’s common units during a pre-determined performance period. The vesting of the Performance Award, and number of common units of the partnership distributable pursuant to such vesting, is dependent on the relative performance of the Partnership’s common units compared to an initial peer group consisting of 25 other publicly traded partnerships (provided that the awardee remains continuously employed with the Company or its affiliates or satisfies other service-related criteria through the end of the performance period, except in certain cases of changes of control or the awardee’s death or disability). Vested Performance Awards are to be settled in the Partnership’s common units, with the number of such units payable under the award to be calculated by multiplying the target number provided in the Performance Award Agreement by a performance percentage, which may range from 0% to 200%, depending on the relative performance of the Partnership’s common units over the performance period compared to common units of each member of the peer group. In addition, upon vesting of the Performance Award, the award recipient is entitled to receive a cash payment equal to the distribution equivalents accumulated with respect to the target number provided in the Performance Award Agreement, multiplied by the performance percentage described in the immediately preceding sentence. The Performance Awards granted to these award recipients have a performance cycle beginning on January 1, 2014 and ending December 31, 2016. The foregoing description of the form of Performance Award Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Performance Award Agreement that is attached hereto as Exhibit 10.1 and incorporated herein by reference.

In addition, the Board has approved a grant, effective as of August 1, 2014, of 4,882 time-based restricted unit awards (“Restricted Unit Awards”) and 4,882 Performance Awards to Kirk H. Milling, Chief Executive Officer of the General Partner, 1,416 Restricted Unit Awards and 1,416 Performance Awards to Kevin L. Kremke, Chief Financial Officer of the General Partner, and 1,360 Restricted Unit Awards and 1,360 Performance Awards to Nicole C. Daniel, Vice President, General Counsel and Secretary of the General Partner, in each case, pursuant to the LTIP and corresponding Restricted Unit Award agreement and Performance Award Agreement, as applicable.

The Restricted Unit Awards granted to these award recipients vest and the forfeiture restrictions will lapse in substantially equal one-third (1/3) increments on each of January 1, 2015, January 1, 2016 and January 1, 2017, so that the Restricted Unit Awards (and any related restricted cash distributions) will be 100% vested on January 1, 2017, so long as the award recipient remains continuously employed by the Partnership Entities (as defined in the corresponding restricted unit award agreement) from the date of grant through each applicable vesting date, unless otherwise vesting earlier pursuant to the terms of the Restricted Unit Award with regard to changes of control, death and disability. The form of restricted unit award agreement used in connection with these restricted unit grants was previously filed with the Securities and Exchange Commission as Exhibit 10.2 to the Partnership’s Form 8-K filed on July 2, 2014.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Form of Performance Award Agreement

SIGNATURES

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

Date: August 6, 2014

OCI RESOURCES LP

By: OCI Resource Partners LLC,
its General Partner

By: /s/ Nicole C. Daniel
Nicole C. Daniel
Vice President, General Counsel and Secretary

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
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10.1	Form of Performance Award Agreement
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TR PERFORMANCE UNIT AWARD

UNDER THE

OCI RESOURCE PARTNERS LLC 2013 LONG-TERM INCENTIVE PLAN

This Award Agreement (the “Agreement”) , **made as of the Xth day of Y, 2014**, by OCI Resource Partners LLC, a Delaware limited liability company (the “Company”), to **«Name»** (“Participant”), is made pursuant to and subject to the provisions of the Company’s 2013 Long-Term Incentive Plan, as amended (the “Plan”). Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Plan. The terms of the Plan are hereby incorporated into this Agreement by reference.

TR Performance Units

1. **Grant of TR Performance Units and Performance Distribution Equivalents** . Pursuant to Section 6.5 of the Plan, the Company, on July 31, 2014 (the “Grant Date”), granted the Participant an Award in the form of [_____] TR Performance Units (which number of performance units shall be referred to herein as the “Target Units”), subject to the terms and conditions of the Plan and this Agreement. “TR” means total return with respect to a Common Unit, determined consistent with Section 3(d).

In addition, pursuant to Section 6.5 of the Plan and on the Grant Date, the Company granted to the Participant a number of Performance Distribution Equivalents equal to the number of TR Performance Units, which Award represents the right to receive an amount equal to the accumulated cash distributions made during the period beginning on January 1, 2014, and ending on the Vesting Date with respect to each Common Unit, if any, delivered to the Participant in settlement of any vested TR Performance Units. The Performance Distribution Equivalents shall be subject to the same vesting and forfeiture conditions as well as such other terms and conditions as apply to the TR Performance Units. All amounts payable with respect to a Performance Distribution Equivalent shall, subject to vesting of such Performance Distribution Equivalent, be accumulated and paid, without interest, at the same time the related vested TR Performance Unit is settled.

TR Performance Units do not represent actual Common Units, but rather represent a right, subject to the terms of the Plan and this Agreement, to receive a number of Common Units equal to the product of (i) the Target Units multiplied by (ii) the TR% of Target. Performance Distribution Equivalents do not represent actual Common Units, but rather represent a right, subject to the terms of the Plan and this Agreement, to receive an amount equal to the cash distributions paid during period beginning on January 1, 2014, and ending on the Vesting Date with respect to the number of Common Units to be delivered as determined pursuant to the immediately preceding sentence. No Common Units shall be issued to the Participant at the time the grant is made, and the Participant shall not be, nor have any of the rights or privileges of, a Common Unit holder with respect to the TR Performance Units or the Performance Distribution Equivalents. TR Performance Units granted to Participant and any amounts accumulated with respect to Performance Distribution Equivalents shall be credited to a bookkeeping account established and maintained for the Participant; the existence of such bookkeeping account shall not obligate the Company to set aside or otherwise segregate any assets with respect to the Award.

2. **Terms and Conditions** . No Award shall be earned or become vested and Participant’s interest in the TR Performance Units and Performance Distribution Equivalents granted hereunder shall be forfeited, except to the extent that the following paragraphs are satisfied.
3. **Performance Criteria** . To the extent not previously forfeited and except as otherwise provided herein,

Participant's TR Performance Units and Performance Distribution Equivalents shall vest as of the date the Administrator determines the TR % of Target (as defined below), which determination shall be made as soon as practicable after the end of the Measurement Period and shall be based on the following formula (to the nearest whole TR Performance Unit).

- (a) The Measurement Period is the period beginning January 1, 2014 and ending December 31, 2016.
- (b) TR Performance Units Vesting = TR % of Target x Target Units
- (c) TR % of Target. The TR % of Target is determined according to the following table (awards to be interpolated between the TR percentages below):

<u>RTR to Peer Group</u>	<u>TR % of Target Units</u>
75 th percentile or higher	200% of Target Units
50 th percentile	100% of Target Units
25 th percentile	50% of Target Units
less than 25 th percentile	0%

- (d) “TR %” is calculated using the following formula:

(I) the sum of (A) (Ending Unit Price - Starting Unit Price) + (B) distributions (cash or unit based on ex-distribution date) paid per unit over the Measurement Period, with such distributions assumed to be reinvested in common units on the ex-distribution date,

divided by

(II) Starting Unit Price.

- (i) “Starting Unit Price” means (i) with respect to the Partnership, the average Fair Market Value of a Common Unit over the 20-trading-day period commencing January 1, 2014 and (ii) with respect to a member of the Peer Group, the average closing price of a common unit of such member over the 20-trading-day period commencing January 1, 2014.
- (ii) “Ending Unit Price” means (i) with respect to the Partnership, the average Fair Market Value of a Common Unit over the 20-trading-day period ending December 31, 2016 and (ii) with respect to a member of the Peer Group, the average closing price of a common unit of such member over the 20-trading-day period ending December 31, 2016.
- (iii) “Distributions” means the total amount of distributions paid (i) with respect to the Partnership, on a Common Unit over the Measurement Period and (ii) with respect to a member of the Peer Group, on a common unit of such member over the Measurement Period.
- (e) “RTR to Peer Group” is the TR % of the Company as compared as a percentile to the TR % of each member of the Peer Group as a percentile.
- (f) “Peer Group” is the group of companies listed on Exhibit A. If a company in the Peer Group has its common units delisted or if it no longer exists as a separate entity, the TR % will be calculated for the Measurement Period without such company.



(g) For purposes of the above calculations, TR % of Target Units will be rounded to the nearest whole percent.

Vesting of TR Performance Units and DERs

4. **Vested Awards**. As soon as practicable after the end of the Measurement Period, a determination shall be made by the Administrator of the number of TR Performance Units and Performance Distribution Equivalents that have vested. The date as of which the Administrator so determines the number of TR Performance Units and Performance Distribution Equivalents vesting shall be the "Determination Date." The Determination Date and any other date upon which TR Performance Units and Performance Distribution Equivalents vest pursuant to this Agreement shall be the "Vesting Date." Performance Distribution Equivalents shall cease on the Vesting Date to accumulate distributions with respect to Common Units. Any TR Performance Units and Performance Distribution Equivalents (and accumulated distributions associated with such Performance Distribution Equivalents) that do not vest shall be immediately forfeited for no consideration.

Change in Control

5. **Change in Control**. Notwithstanding anything in this Agreement to the contrary, upon a Change in Control, the following rules shall apply:
- (a) If a Change in Control occurs before the Measurement Period has been completed, then the Measurement Period shall be deemed to end on the date of such Change in Control, and the Participant's outstanding TR Performance Units and Performance Distribution Equivalents shall be earned and vest, if at all, based on the attainment of such performance criteria as described in Section 3, as determined by the Administrator, as if the Measurement Period ended on the date of the Change in Control and as if Ending Unit Prices were determined as of the date of the Change in Control. All remaining TR Performance Units and Performance Distribution Equivalents (and accumulated distributions associated with such Performance Distribution Equivalents) shall be immediately forfeited for no consideration.
- (b) If a Change in Control occurs after the Measurement Period has been completed but prior to the Determination Date, on the date of the Change in Control, the Participant's outstanding TR Performance Units and Performance Distribution Equivalents shall be earned and vest, if at all, based on the attainment of such performance criteria as described in Section 3, as determined by the Administrator. All remaining TR Performance Units and Performance Distribution Equivalents (and accumulated distributions associated with such Performance Distribution Equivalents) shall be immediately forfeited for no consideration.

Disability or Termination Due to Death

6. **During the Measurement Period**. Notwithstanding anything in this Agreement to the contrary, (a) if, during calendar year 2014, the Participant experiences a "disability" within the meaning of section 409A of the Code ("Disability" or "Disabled") or separates from service for any reason (including death), then the Participant's TR Performance Units and Performance Distribution Equivalents shall be immediately forfeited for no consideration; or (b) if, during the calendar years 2015 or 2016, the Participant experiences a Disability or separates from service on account of Participant's death, then the Participant's TR Performance Units and Performance Distribution Equivalents shall be earned and vested as follows: (i) if such event occurs during calendar year 2015, at 33% of Target Units, and (ii) if such event occurs during calendar year 2016, at 67% of Target Units; and any remaining TR Performance Units and Performance Distribution Equivalents (and accumulated distributions associated with such Performance Distribution Equivalents) shall be immediately forfeited for no consideration.
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7. **After the Measurement Period** . Notwithstanding anything in this Agreement to the contrary, if, after the Measurement Period ends, but prior to the Determination Date, the Participant dies or becomes Disabled while in the employ of the Company or an Affiliate, upon such date of death or Disability, the Participant's outstanding TR Performance Units and Performance Distribution Equivalents shall be earned and vest, if at all, based on the attainment of such performance criteria as described in Section 3, as determined by the Administrator. Any remaining TR Performance Units and Performance Distribution Equivalents shall be immediately forfeited for no consideration.

Forfeiture

8. **Forfeiture** . Except as otherwise provided in this Agreement, all unvested TR Performance Units and Performance Distribution Equivalents (and accumulated distributions associated with such Performance Distribution Equivalents) shall be forfeited if Participant's employment with the Company or an Affiliate terminates for any reason.

Payment of Awards

9. **Time of Payment** . Settlement of Participant's vested TR Performance Units and Performance Distribution Equivalents will be made within ninety (90) days after the Vesting Date, but in no event later than March 15th of the calendar year immediately following the calendar year which contains the Vesting Date.
10. **Form of Payment** . The vested TR Performance Units shall be settled in whole Common Units. Vested Performance Distribution Equivalents shall be settled in cash.
11. **Death of Participant** . If Participant dies prior to the payment of his earned and vested TR Performance Units and Performance Distribution Equivalents, an amount in cash equal to the value of the Participant's vested, non-forfeitable TR Performance Units as of the Vesting Date and of the vested, non-forfeitable Performance Distribution Equivalents shall be paid to his or her beneficiary. Participant shall have the right to designate a beneficiary in accordance with procedures established under the Plan for such purpose. If Participant fails to designate a beneficiary, or if at the time of the Participant's death there is no surviving beneficiary, any amounts payable will be paid to the Participant's estate.
12. **Taxes** . The Company will withhold from the Award the number of Common Units and the amount of cash distributable pursuant to this Agreement necessary to satisfy Federal tax-withholding requirements and state and local tax-withholding requirements with respect to the state and locality designated by the Participant as their place of residence in the Company's system of record at the time the award becomes taxable, except to the extent otherwise determined to be required by the Company, subject, however, to any special rules or provisions that may apply to Participants who are non-US employees (working inside or outside of the United States) or US employees working outside of the United States. It is the Participant's responsibility to properly report all income and remit all Federal, state, and local taxes that may be due to the relevant taxing authorities as the result of receiving this Award. The Company makes no commitment or guarantee to the Participant that any federal, state, local or other tax treatment will (or will not) apply or be available to any person eligible for benefits under this Award Agreement and assumes no liability whatsoever for the tax consequences to the Participant. The Participant shall be solely responsible for and liable for any and all tax consequences (including but not limited to any interest or penalties) as a result of participation in the Plan.

General Provisions

13. **No Right to Continued Employment** . Neither this Award nor the granting, vesting or settlement of TR Performance Units or Performance Distribution Equivalents shall confer upon the Participant any right with

respect to continuance of employment by or other service with the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate the Participant's employment or other service at any time.

14. **Governing Law** . These Awards and this Agreement shall be governed by the laws of the State of Delaware and applicable Federal law.
15. **Conflicts** . In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall govern.
16. **Binding Effect** . Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of Participant and the successors of the Company.

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed on its behalf.

OCI Resource Partners LLC

By _____

EXHIBIT A

Peer Group for Award

The Peer Group for the 201X TR Performance Unit based relative TR Award will include the following Companies:

Access Midstream Partners LP
Atlas Pipeline Partners LP
Buckeye Partners LP
Crestwood Midstream Partners LP
DCP Midstream Partners LP
Enbridge Energy Partners LP
EnLink Midstream Partners LP
El Paso Pipeline Partners LP
Enterprise Products Partners LP
Energy Transfer Partners LP
Genesis Energy LP
Kinder Morgan Energy Partners LP
Magellan Midstream Partners LP
MarkWest Energy Partners LP
Targa Resources Partners LP
NuStar Energy LP
ONEOK Partners LP
Plains All American Pipeline LP
Regency Energy Partners LP
Spectra Energy Partners LP
Sunoco Logistics Partners LP
TC Pipelines LP
Tesoro Logistics LP
Western Gas Partners LP
Williams Partners LP