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

SCHEDULE 13D
(Amendment No. 2)

Under the Securities Exchange Act of 1934

NGL Energy Partners LP
(Name of Issuer)

Common units representing limited partnership interests
(Title of Class of Securities)

62913M107
(CUSIP Number)

Candice L. Cheeseman
General Counsel and Secretary
Two Warren Place
6120 S. Yale Avenue, Suite 700
Tulsa, OK 74136-4216
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 6, 2014
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS SemGroup Corporation		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 7,652,568	
	8	SHARED VOTING POWER -0-	
	9	SOLE DISPOSITIVE POWER 7,652,568	
	10	SHARED DISPOSITIVE POWER -0-	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,652,568		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.2%		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

The following constitutes Amendment No. 2 (“**Amendment No. 2**”) to the original Schedule 13D filed by the undersigned on November 14, 2011, as amended by Amendment No. 1 thereto filed by the undersigned on September 13, 2012 (as amended, the “**Original 13D**”). This Amendment No. 2 amends the Original 13D as specifically set forth herein. This Amendment No. 2 relates to common units (“**Common Units**”) representing limited partner interests in NGL Energy Partners LP (the “**Issuer**”).

Item 2. Identity and Background

Item 2 of the Original 13D is hereby amended and restated as below:

This Amendment No. 2 is filed by SemGroup Corporation, a Delaware corporation (“**SemGroup**”), a midstream service company providing the energy industry the means to move products from the wellhead to the wholesale marketplace. SemGroup provides diversified services for end-users and consumers of crude oil, natural gas, natural gas liquids, refined products and asphalt. Services include purchasing, selling, processing, transporting, terminalling and storing energy.

SemGroup is a New York Stock Exchange (“**NYSE**”) listed company, whose common stock trades on the NYSE under the symbol “SEMG”.

The principal business and office address of SemGroup is Two Warren Place, 6120 S. Yale Avenue, Suite 700, Tulsa, OK 74136-4216.

The name and present principal occupation of each director and executive officer of SemGroup (together with SemGroup, the “**Covered Persons**”) are set forth below. All executive officers and directors listed are United States citizens.

<u>Name</u>	<u>Principal Occupation</u>
Carlin G. Conner*	SemGroup Director, President and Chief Executive Officer
John F. Chlebowski*	SemGroup Chairman of the Board of Directors and Director
Ronald A. Ballschmiede(1)	SemGroup Director and Executive Vice President and Chief Financial Officer of Chicago Bridge & Iron Co. N.V., an engineering, procurement and construction company that focuses on the energy and natural resource industry
Sarah M. Barpoulis(2)	SemGroup Director and provides asset management and advisory services to the merchant energy sector through Interim Energy Solutions, LLC
Karl F. Kurz*	SemGroup Director
Thomas R. McDaniel*	SemGroup Director
James H. Lytal*	SemGroup Director
Robert N. Fitzgerald*	SemGroup Senior Vice President and Chief Financial Officer
Candice L. Cheeseman*	SemGroup General Counsel and Secretary
Timothy R. O’Sullivan*	SemGroup Vice President, Corporate Planning and Strategic Initiatives
Peter L. Schwiering*	SemGroup Vice President

* The business address of each such person is c/o SemGroup Corporation, Two Warren Place, 6120 S. Yale Avenue, Suite 700, Tulsa, OK 74136-4216.

(1) His business address is One CB&I Plaza, 2103 Research Forest Drive, The Woodlands, TX 77380-2624.

(2) Her business address is 9828 Wilden Lane, Potomac, MD 20854-2055.

(d) During the last five years, none of the Covered Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Covered Persons were a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Original 13D is hereby amended to add the following:

On August 5, 2014, SemGroup agreed to sell 1,480,841 Common Units to UBS Securities LLC (“UBS”) pursuant to a Secondary Block Trade Agreement (the “SBT Agreement”). The purchase price for such Common Units was \$42.21 per Common Unit, for a total consideration of \$62,506,299. Pursuant to the SBT Agreement, (i) UBS received all dividends, distributions and other benefits attaching to such Common Units from and after August 5, 2014 and (ii) the closing date of the transactions contemplated by the SBT Agreement was August 6, 2014.

The description of the SBT Agreement is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 1 to this Amendment No. 2, and is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

Item 5 of the Original 13D is hereby amended and restated as below:

(a)(b)(e) The information contained on the cover page and in Items 2 and 3 of this Amendment No. 2 is incorporated herein by reference.

SemGroup is the beneficial owner of the number and percentage of Common Units stated in rows (11) and (13) on the cover page hereto and has sole voting power and dispositive power over such Common Units.

On the Original 13D, the Common Units owned were reported as jointly owned by SemGroup and its wholly owned subsidiaries, SemStream, L.P. (“SemStream”) and SemOperating G.P., L.L.C. (“SemOperating”), because until June 6, 2013, SemStream directly owned the Common Units and SemOperating is SemStream’s general partner. On June 6, 2013, SemStream transferred ownership of the Common Units to SemGroup.

Karl F. Kurz is the beneficial owner of 1,332 Common Units, which represents 0.0% of the Common Units outstanding, and he has sole voting power and dispositive power over such Common Units.

The ownership percentages included in this Amendment No. 2 for SemGroup and Karl F. Kurz are based on 83,565,394 Common Units outstanding as of August 4, 2014 (per the Issuer’s Form 10-Q filed with the Securities and Exchange Commission on August 11, 2014). Outstanding units do not include 5,919,346 subordinated units of Issuer issued and outstanding, of which the Covered Persons own none.

Neither the filing of this Amendment No. 2 nor any of its contents shall be deemed to constitute an admission by any of the Covered Persons (other than by SemGroup and Karl F. Kurz, solely with respect to the Common Units owned by them, respectively) that they are the beneficial owner of any of the Common Units referred to herein for the purposes of Section 13(d) of the Act, or for any other purpose, and such beneficial ownership is expressly disclaimed by each Covered Person (other than by SemGroup and Karl F. Kurz, solely with respect to the Common Units owned by them, respectively) except to the extent of such Covered Person’s pecuniary interest, if any, in the Common Units.

(c) Except as described above, the Covered Persons have not engaged in any transactions in any equity securities of the Issuer during the past 60 days.

(d) Not applicable.

Item 7. Material to be Filed as Exhibits

<u>Exhibit No.</u>	<u>Description</u>
1	Secondary Block Trade Agreement dated as of August 5, 2014, between SemGroup Corporation and UBS Securities LLC.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 13, 2014

SEMGROUP CORPORATION

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
1	Secondary Block Trade Agreement dated as of August 5, 2014, between SemGroup Corporation and UBS Securities LLC.

SECONDARY BLOCK TRADE AGREEMENT

8/5/2014

1,480,841 units of common stock of NGL Energy Partners, LP

This agreement dated 8/5/14 sets out the terms under which UBS Securities LLC, (“UBS” / “Buyer”) will purchase 1,480,841 units of common stock (the “Units”) of NGL Energy Partners, LP (the “Issuer”) from SemGroup Corporation (“Seller”).

1. Purchase and sale

Subject to the terms and conditions of this agreement (the “Agreement”), Seller agrees as legal and beneficial owner to sell the Units, free of all liens, charges or other encumbrances and Buyer agrees to purchase and pay for the Units at a per unit price equal to the market closing price as of August 5, 2014 (the “Purchase Price”) together with all dividends, distributions and other benefits attaching to the Units as from 8/5/14 (the “Trade Date”). The Purchase Price will be reduced by the amount of any applicable SEC fees payable pursuant to Section 31 of the Securities Exchange Act of 1934.

2. Closing

- (a) On 8/6/14 or at such other time and/or date as Seller and Buyer may agree (the “Closing Date”), Buyer shall pay to Seller the Purchase Price for the Units by transfer to Seller’s account to be identified in writing at least 48 hours prior to payment against delivery of the Units on the Closing Date. Such delivery shall be effected by crediting the Units in registered form to the participant account of UBS Securities LLC at the Depository Trust and Clearing Corporation (“DTC”), DTC participant number 642.
- (b) Seller undertakes with Buyer that it will bear and pay any stamp or other duties or taxes on or in connection with the sale and transfer of the Units to be sold by Seller and the execution and delivery of this Agreement and any other tax payable by Seller in connection with the transaction contemplated hereby.

3. Expenses

Seller and Buyer shall bear their own legal costs (if any) and all their other out-of-pocket expenses (if any).

4. Representations and warranties

- (a) As a condition of the obligation of Buyer to purchase and pay for the Units, Seller represents and warrants to Buyer as follows:-
 - (i) that Seller is the holder and sole legal and beneficial owner of the Units, which are (as of the Closing Date) free from all liens, charges and other encumbrances and that the Units rank pari passu in all respects with other outstanding units of common stock of the Issuer, including their entitlement to dividends,
 - (ii) that Seller has the power and authority to sell the Units hereunder and no person has any conflicting right, contingent or otherwise, to purchase or to be offered for purchase, the Units, or any of them,

- (iii) that the execution, delivery and performance of this Agreement has been duly authorised by Seller and upon execution and delivery of the Agreement by the Buyer and the Seller will constitute a legal, valid and binding obligation of Seller,
 - (iv) that the execution, delivery and performance of this Agreement by Seller will not infringe any law or regulation applicable to Seller and is not and will not be contrary to the provisions of the constitutional documents of Seller and will not result in any breach of the terms of, or constitute a default under, any instrument or agreement to which Seller is a party or by which it or its property is bound,
 - (v) that there are no restrictions (contractual or otherwise) prohibiting or otherwise affecting the sale or transfer of the Units to Buyer (including, without limitation, Issuer's blackout period), other than those necessary to ensure compliance with the registration requirements of the U.S. Securities Act of 1933, as amended, or an exemption therefrom, and no consents or approvals are required to be obtained in connection with the sale of the Units to Buyer and the sale of the Units to Buyer will not violate or breach any representation or warranty made by Seller pertaining to the Units. Seller has furnished to Buyer a true and complete copy of all agreements, documents and other instruments relating to the issuance, sale and delivery of the Units to Seller.
 - (vi) that all consents and approvals of any court, government department or other regulatory body required by Seller for the offering of the Units and the execution, delivery and performance of the terms of this Agreement have been obtained and are in full force and effect,
 - (vii) that there has been no material adverse change or any development involving a prospective material adverse change in the condition (financial or otherwise) of the Issuer and its subsidiaries since the date of the last published accounts, and
 - (viii) that there is no other material information, beyond the information contained in the latest published Annual Report of the Issuer or any other public information including interim results and press releases which is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and its subsidiaries.
- (b) Seller covenants with Buyer that it will keep Buyer indemnified against any losses, liabilities, costs, claims, actions and demands (including any expenses arising in connection therewith) which it may incur, or which may be made against it as a result of or in relation to any actual or alleged misrepresentation in or breach of any of the above representations and warranties and will reimburse Buyer for all costs, charges and expenses which it may pay or incur in connection with investigating, disputing or defending any such action or claim.
 - (c) Buyer represents and warrants to Seller that it is a market maker within the meaning of Rule 144 under the Securities Act of 1933.
 - (d) The above representations, warranties and indemnity shall continue in full force and effect notwithstanding any investigation by or on behalf of Buyer or completion of this Agreement.

Secondary Block Trade Letter Agreement

6. Conditions to Closing

The obligations of Buyer hereunder shall be subject, in its discretion, to the condition that all representations and warranties and other statements of Seller herein are, and as of the Closing Date will be, true, complete and accurate.

7. Law and jurisdiction

This Agreement is governed by the laws of the State of New York as applied to contracts to be performed wholly within the State of New York. Each party hereto irrevocably submits to the extent permitted under applicable law to the non-exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, State of New York. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement. Each party certifies (i) that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of any such suit, action or proceeding and (ii) acknowledges that it and the other party have entered into this Agreement, in reliance on, among other things, the mutual waivers and certifications in this Section.

8. Notices

Any notice or notification in any form to be given by the Buyer is to be sent by facsimile, addressed to the Seller and using the following address and facsimile number:

SemGroup Corporation
ATTN: Candice Cheeseman
6120 S Yale Ave, Suite 700
Tulsa, OK 74136

Any such notice shall take effect at the time of dispatch.

9. Miscellaneous

- (a) Time shall be of the essence of this Agreement.
- (b) The heading to each Clause is included for convenience only and shall not affect the construction of this Agreement.
- (c) In the event any provision of this Agreement is found to be or becomes invalid or unenforceable, no other provision of this Agreement shall thereby be affected and the Agreement shall remain valid and enforceable in respect of all remaining provisions, and any invalid or unenforceable provision will be deemed to be replaced by a provision which as nearly as possible accomplishes the commercial purpose of the original.

Secondary Block Trade Letter Agreement

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof.

Upon acceptance by you this Agreement and such acceptance shall constitute a binding agreement between Buyer and Seller.

Yours faithfully,

UBS Securities LLC

/s/ AC Morgan

AC Morgan
Managing Director

/s/ Bradford R. Limpert

Bradford R. Limpert
Director

Agreed to and accepted by Seller:

/s/ Robert N. Fitzgerald

SemGroup Corporation
Senior Vice President and Chief Financial Officer

Secondary Block Trade Letter Agreement