

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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): April 2, 2013

STEEL PARTNERS HOLDINGS L.P.

(Exact name of registrant as specified in its charter)

Delaware

0-5465

13-3727655

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

590 Madison Avenue, 32nd Floor, New York, New York

10022

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (212) 520-2300

N/A

(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 (*see* General Instruction A.2. below):

- 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))

Item 1.01 Entry into a Material Definitive Agreement

On January 1, 2012, Handy & Harman Ltd. (the “Company”) and Handy & Harman Group Ltd., a wholly-owned subsidiary of the Company, entered into a Management Services Agreement (the “Management Services Agreement”) with SP Corporate Services LLC (“SP Corporate”). Pursuant to the Management Services Agreement, SP Corporate provides the Company with the continued executive and corporate services, as previously reported on the Company’s Current Report on Form 8-K filed January 5, 2012. On March 27, 2013, the Company and SP Corporate entered into a First Amendment to the Management Services Agreement (the “First Amendment”) to modify the titles and designation of certain officers to be provided pursuant to the Management Services Agreement, and to adjust the fee thereunder.

The First Amendment is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Description

10.1 First Amendment to Management Services Agreement

SIGNATURES

Pursuant to the requirements of the Exchange Act, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

April 2, 2013

STEEL PARTNERS HOLDINGS L.P.

By: Steel Partners Holdings GP Inc.
Its General Partner

By: /s/ James F. McCabe, Jr.
James F. McCabe, Jr.
Chief Financial Officer

Exhibits

Exhibit No.

10.1

Exhibits

First Amendment to Management Services Agreement

FIRST AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

This First Amendment to Management Services Agreement is dated as of March 27, 2013 and is between SP Corporate Services LLC (“SP Corporate”), a Delaware limited liability company having an office at 590 Madison Avenue, 32nd Floor, New York, New York 10022, and Handy & Harman Ltd., a Delaware corporation and Handy & Harman Group Ltd., a Delaware corporation (collectively, the “Company”), having an office at 1133 Westchester Avenue, Suite N-222, White Plains, New York 10604.

RECITALS

The Company and SP Corporate are parties to the January 1, 2012 Management Services Agreement, whereby SP Corporate furnishes the Company and its subsidiaries with certain Services. The parties desire to amend the Management Services Agreement to clarify the designation of a Principal Executive Officer (as opposed to a Chief Executive Officer) and, following the reallocation of certain information technology resources, to modify the payments to be made by the Company to SP Corporate.

1. **Defined Terms.** Defined terms used but not defined in this First Amendment are as defined in the Management Services Agreement.
2. **Global Amendment to Management Services Agreement.** The Management Services Agreement is hereby amended in its entirety by replacing “*Chief Executive Officer*” with “*Principal Executive Officer*” and replacing “*CEO Designee*” with “*PEO Designee*”.
3. **Amendment to Section 3.** Section 3 of the Management Services Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

3.01 In consideration of Services furnished by SP Corporate hereunder, the Company shall pay to SP Corporate:

- (a) a fixed annual fee with respect to the Executive Services in the amount of \$1,740,000, which amount shall be reviewed and adjusted annually upon mutual agreement by the parties hereto; and*
- (b) a fixed annual fee with respect to the Corporate Services in the amount of \$7,145,046, which amount shall be reviewed and adjusted annually upon mutual agreement by the parties hereto.*

The fees payable hereunder shall be paid by the Company to SP Corporate in equal monthly installments in advance of the first day of each month during the term of this Agreement.

4. **Confirmation of Agreement.** All other terms of the Agreement shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

The parties have duly executed this First Amendment as of the date first written above.

SP CORPORATE SERVICES LLC

By: /s/ Jack L. Howard
Name: Jack L. Howard
Title: President

HANDY & HARMAN LTD.

By: /s/ James F. McCabe, Jr.
Name: James F. McCabe, Jr.
Title: Senior Vice President and CFO

HANDY & HARMAN GROUP LTD.

By: /s/ James F. McCabe, Jr.
Name: James F. McCabe, Jr.
Title: Senior Vice President