
**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): September 23, 2019

GENESIS ENERGY, L.P.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

1-12295
(Commission
File Number)

76-0513049
(I.R.S. Employer
Identification No.)

919 Milam, Suite 2100, Houston, Texas
(Address of principal executive offices)

77002
(Zip Code)

(713) 860-2500
(Registrant's telephone number, including area code)

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Units	GEL	NYSE

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

The disclosures under Item 8.01 of this Current Report on Form 8-K relating to the Credit Agreement Amendment are incorporated by reference herein.

Item 7.01 Regulation FD Disclosure.

On September 23, 2019 (the “Effective Date”), Genesis Energy, L.P. (“Genesis”) issued a press release announcing the matters described under Item 8.01 of this Current Report on Form 8-K. The press release is furnished as Exhibit 99.1 to this report and is incorporated by reference into this Item 7.01.

Item 8.01 Other Events.

On the Effective Date, Genesis, through an unrestricted subsidiary, entered into an amended and restated limited liability company agreement and securities purchase agreement whereby certain funds affiliated with GSO Capital Partners LP have purchased \$55,000,000 and committed to purchase, during a three-year commitment period, up to an additional \$295,000,000 of preferred interests in Genesis Alkali Holdings Company, LLC (“Holdings”), the entity that holds Genesis’ trona and trona-based exploring, mining, processing, producing, marketing and selling business, including its Granger facility near Green River, Wyoming. Each additional purchase of preferred interests is subject to the satisfaction of customary closing conditions. Holdings will use the net proceeds from the sales of preferred interests to fund the expansion of the Granger facility. Preferred holders will receive payment-in-kind in lieu of cash during the anticipated construction period.

In connection with the sale of preferred interests, on the Effective Date, Genesis entered into a Ninth Amendment (the “Credit Agreement Amendment”) to the Fourth Amended and Restated Credit Agreement (as amended prior to the date hereof, the “Credit Agreement”) and Third Amendment to Fourth Amended and Restated Guarantee and Security Agreement, among Genesis, as the borrower, Wells Fargo Bank, National Association, as administrative agent and issuing bank, Bank of America, N.A. and Bank of Montreal, as co-syndication agents, U.S. Bank National Association, as documentation agent, the lenders and other parties party thereto, which Credit Agreement Amendment, among other things, amended the Credit Agreement to permit the entry into and performance of the transaction agreements by Genesis and its subsidiaries and to designate Holdings and its subsidiaries as unrestricted subsidiaries under the Credit Agreement.

The foregoing summary is qualified in its entirety by reference to the Credit Agreement Amendment, which is attached as Exhibit 10.1. The representations and warranties of Genesis in the Credit Agreement Amendment were made only for purposes of that agreement and as of specific dates and were solely for the benefit of the lenders party thereto. The Credit Agreement Amendment is a contractual document that establishes and governs the legal relations among the parties thereto and is not intended to be a source of factual, business, or operational information about Genesis and its subsidiaries. The representations and warranties made by Genesis in the Credit Agreement Amendment may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Accordingly, investors and security holders should not rely on such representations and warranties as characterizations of the actual state of facts or circumstances.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following materials are filed as exhibits to this Current Report on Form 8-K.

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Ninth Amendment to Fourth Amended and Restated Credit Agreement and Third Amendment to Fourth Amended and Restated Guarantee and Collateral Agreement, dated as of September 23, 2019, among Genesis Energy, L.P., as the borrower, the other Grantors party thereto, Wells Fargo Bank, National Association, as administrative agent and issuing bank, Bank of America, N.A. and Bank of Montreal, as co-syndication agents, U.S. Bank National Association, as documentation agent, and the lenders and other parties party thereto.</u>
99.1	<u>Press release dated September 23, 2019.</u>
104	Cover Page Interactive Data File (formatted as Inline XBRL).

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: September 23, 2019

GENESIS ENERGY, L.P.

(a Delaware limited partnership)

By: GENESIS ENERGY, LLC, as its sole general partner

By: /s/ Robert V. Deere

Robert V. Deere

Chief Financial Officer

NINTH AMENDMENT

TO

FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

AND

THIRD AMENDMENT

TO

FOURTH AMENDED AND RESTATED GUARANTEE AND COLLATERAL

AGREEMENT

dated as of

September 23, 2019

among

GENESIS ENERGY, L.P.,
as the Borrower,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent and Issuing Bank,

BANK OF AMERICA, N.A. AND BANK OF MONTREAL,
as Co-Syndication Agents,

U.S. BANK NATIONAL ASSOCIATION,
as Documentation Agent,

and

The Lenders Party Hereto

**NINTH AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT
AGREEMENT AND THIRD AMENDMENT TO FOURTH AMENDED AND RESTATED
GUARANTEE AND COLLATERAL AGREEMENT**

This **NINTH AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT AND THIRD AMENDMENT TO FOURTH AMENDED AND RESTATED GUARANTEE AND COLLATERAL AGREEMENT**, dated as of September 23, 2019 (collectively, this “Ninth Amendment”), is by and among **GENESIS ENERGY, L.P.**, a Delaware limited partnership (the “Borrower”), the other Grantors (as defined in the Guarantee and Collateral Agreement referred to below) party hereto, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, together with its successors in such capacity, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below (the “Lenders”), and the Lenders party hereto.

RECITALS

A. The Borrower, the Lenders party thereto, the Administrative Agent and the other agents and Issuing Banks referred to therein are parties to that certain Fourth Amended and Restated Credit Agreement, dated as of June 30, 2014, as amended by that certain First Amendment to Fourth Amended and Restated Credit Agreement, dated as of August 25, 2014, that certain Second Amendment to Fourth Amended and Restated Credit Agreement and Joinder Agreement, dated as of July 17, 2015, that certain Third Amendment to Fourth Amended and Restated Credit Agreement, dated as of September 17, 2015, that certain Fourth Amendment to Fourth Amended and Restated Credit Agreement and Joinder Agreement, dated as of April 27, 2016, that certain Fifth Amendment to Fourth Amended and Restated Credit Agreement and Second Amendment to Fourth Amended and Restated Guarantee and Collateral Agreement, dated as of May 9, 2017, that certain Sixth Amendment to Fourth Amended and Restated Credit Agreement, dated as of July 28, 2017, that certain Seventh Amendment to Fourth Amended and Restated Credit Agreement, dated as of August 28, 2018, and that certain Eighth Amendment to Fourth Amended and Restated Credit Agreement, dated as of October 11, 2018 (as so amended, the “Credit Agreement”), pursuant to which the Lenders have made certain Loans and provided certain Committed Amounts (subject to the terms and conditions thereof) to the Borrower;

B. The Borrower, the Administrative Agent and the other parties thereto are parties to that certain Fourth Amended and Restated Guarantee and Collateral Agreement, dated as of June 30, 2014, as amended by that certain First Amendment to Fourth Amended and Restated Guarantee and Collateral Agreement, dated as of September 17, 2015, and that certain Fifth Amendment to Fourth Amended and Restated Credit Agreement and Second Amendment to Fourth Amended and Restated Guarantee and Collateral Agreement, dated as of May 9, 2017 (as so amended, the “Guarantee and Collateral Agreement”); and

C. The Borrower wishes, and the Lenders signatory hereto and the Administrative Agent are willing, to amend the Credit Agreement and the Guarantee and Collateral Agreement as more fully described herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Each capitalized term used herein but not otherwise defined herein has the meaning given such term in the Credit Agreement. Unless otherwise indicated, all article, schedule, exhibit and section references in this Ninth Amendment refer to articles, schedules, exhibits and sections of the Ninth Amendment.

SECTION 2. Amendments to Credit Agreement. As of the Ninth Amendment Effective Date (as defined below), the Credit Agreement is amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended by adding the following new definitions in their proper alphabetical order:

“Alkali Group” means, collectively, Genesis Alkali Holdings Company, LLC, Genesis Alkali Holdings, LLC, Genesis Alkali, LLC, Genesis Alkali Wyoming, LP, Genesis Specialty Alkali, LLC and their respective subsidiaries.

“Alkali Group Distribution Policy” means the distribution policy of Genesis Alkali Holdings Company, LLC as in effect on the Ninth Amendment Effective Date and set forth on Exhibit J hereto.

“Alkali Group Distribution Policy Trigger” means the first to occur of (a) the Alkali Group Distribution Policy ceasing to be in effect, (b) the Alkali Group Distribution Policy being amended or modified in such way as to further limit in any material way the cash distributions from Genesis Alkali Holdings Company, LLC to its common equityholders, and (c) Genesis Alkali Holdings Company, LLC failing to comply with the Alkali Group Distribution Policy in any material respect.

“Alkali Preferred Units” means (a) the redeemable preferred units issued by Genesis Alkali Holdings Company, LLC to GSO Capital Partners LP, a Delaware limited partnership, for up to \$350,000,000 of proceeds pursuant to the unit purchase agreement dated as of and as in effect on the Ninth Amendment Effective Date or (b) other redeemable preferred units issued by Genesis Alkali Holdings, LLC on terms no less favorable to it than the terms of the preferred units described in clause (a) to the extent that the net proceeds thereof (i) do not exceed the amount necessary to fully redeem the preferred units described in clause (a) (plus all accrued and unpaid distributions on such preferred units and the amount of all premiums, fees and expenses incurred in connection therewith) and (ii) are used to fully redeem the preferred units described in clause (a).

“Beneficial Ownership Certification” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Ninth Amendment Effective Date” means the “Ninth Amendment Effective Date” as defined in that certain Ninth Amendment to Fourth Amended and Restated Credit Agreement and Third Amendment to Fourth Amended and Restated Guarantee and Collateral Agreement, dated as of September 23, 2019, among the Borrower, the Administrative Agent and the Lenders party thereto.

- (b) Section 1.01 of the Credit Agreement is hereby amended by amending and restating the second paragraph of the definition of “Applicable Margin” as follows:

“For purposes of the Leverage-Based Pricing Grid, the Applicable Margin for any date shall be determined by reference to the Consolidated Leverage Ratio (provided that, as of the last day of any fiscal quarter ending prior to July 1, 2016, if the Consolidated Leverage Ratio is greater than 5.00 to 1.00, Level V shall apply) as of the last day of the fiscal quarter most recently ended and any change shall (a) become effective upon the delivery to the Administrative Agent of financial statements pursuant to Section 5.01(a) or (b) for such quarter and (b) apply to Loans outstanding on such delivery date or made on and after such delivery date but prior to the effective date of the next such change. Notwithstanding the foregoing, at any time during which the applicable Borrower Party has failed to deliver such financial statements to the Administrative Agent when due, the Consolidated Leverage Ratio shall be deemed, solely for the purpose of this definition, to be (x) prior to July 1, 2016, Level V and (y) on or after July 1, 2016, Level VII, until such time as the applicable Borrower Party shall deliver such financial statements.”

- (c) Section 1.01 of the Credit Agreement is hereby amended by adding the following new clause (c)(iii) to the definition of “Consolidated EBITDA”:

“with respect to the Alkali Group, minus the amount of cash distributions paid to the holders of Alkali Preferred Units.”

- (d) Section 1.01 of the Credit Agreement is hereby amended by amending and restating clause (d)(ii) of the definition of “Consolidated EBITDA” as follows:

“cash dividends or distributions (or with respect to NEJD SPE 1, loan payments under the NEJD Intercompany Note) received (if any) by the Borrower or any Restricted Subsidiary from Unrestricted Subsidiaries (other than the Alkali Group prior to the occurrence of the Alkali Group Distribution Policy Trigger), Joint Ventures, equity investees and any other Person accounted for by the Borrower by the equity method of accounting, or any other Person that is not a Subsidiary (plus, with respect to the Alkali Group after the occurrence of the Alkali Group Distribution Policy Trigger, reserves for maintenance capital) in substitution of any GAAP items reflected in such period attributable to income/loss of such Persons; provided, that all such dividends or distributions with respect to a relevant accounting period that the Borrower or any Restricted Subsidiary receives within 15 days after such accounting period shall be included as if such amounts had been received during such accounting period.”

- (e) Section 1.01 of the Credit Agreement is hereby amended by amending and restating clause (c)(iii) of the definition of “Pro Forma Basis” as follows:
- “with respect to such Substantial Transaction, in making any determination of Adjusted Consolidated EBITDA, pro forma effect shall be given to any such Substantial Transaction if effected during the respective Calculation Period or Test Period as if same had occurred on the first day of the respective Calculation Period or Test Period, as the case may be, and, at the Borrower’s election by written notice to the Administrative Agent as contemplated by clause (iv)(a)(x) below, but only to the extent approved by the Administrative Agent and a majority of the Arrangers pursuant to such clause (and with respect to any redemption of the Alkali Preferred Units constituting a Substantial Transaction, only if concurrently with such redemption, each member of the Alkali Group is designated as a Restricted Subsidiary), with respect to adjustments beyond the mere combination of the relevant historical financial information, including for factually supportable and identifiable cost savings and reduction of expenses which would otherwise be accounted for as an adjustment pursuant to Article 11 of Regulation S-X under the Securities Act, (collectively such adjustments, “Non-Historical Pro Forma Adjustments”), as if such cost savings or reduction of expenses or other adjustments were realized commencing on the first day of the respective period; and”
- (f) Section 1.01 of the Credit Agreement is hereby amended by replacing “each Arranger” in each place it appears in clause (c)(iv) of the definition of “Pro Forma Basis” with “the Administrative Agent and a majority of the Arrangers”.
- (g) Section 1.01 of the Credit Agreement is hereby amended by amending and restating the definition of “Substantial Transaction” as follows:
- ““Substantial Transaction” means (a) any Permitted Acquisition, any acquisition that results in a Joint Venture, any acquisition that is consummated through an Unrestricted Subsidiary or a Joint Venture, or any Divestiture in respect of which the aggregate Acquisition Consideration (or, in the case of a Divestiture, the consideration paid by the purchaser if calculated in the same manner as the definition of Acquisition Consideration) is in excess of \$25,000,000 or (b) any redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary in accordance with the definition of “Restricted Subsidiary”; provided, that the Borrower’s Divestiture from time to time in one or more transactions of all or any portion of the VKGC Business and/or the Wink Business shall not be considered for purposes of (i) determining if any Divestiture constitutes a Substantial Transaction or (ii) performing calculations on a Pro Forma Basis pursuant to this Agreement.”
- (h) Section 1.01 of the Credit Agreement is hereby amended by amending and restating the definition of “Unrestricted Subsidiary” as follows:
- ““Unrestricted Subsidiary” means (1) any Subsidiary (a) that is listed as an Unrestricted Subsidiary on Schedule 3.18(a) (until such time as such Subsidiary

may be redesignated as a Restricted Subsidiary in accordance with the definition of “Restricted Subsidiary”) or that becomes a Subsidiary after the date hereof and, at the time it becomes a Subsidiary, is designated as an Unrestricted Subsidiary pursuant to a written notice from the Borrower to the Administrative Agent, (b) which has not acquired any assets (other than as not prohibited by this Agreement) from the Borrower or any Restricted Subsidiary, and (c) that has no Indebtedness, Guarantee obligations or other obligations other than Non-Recourse Obligations, except as expressly permitted pursuant to Sections 5.13(c) and 6.04(g) and, in the case of NEJD SPE 2, except for recourse pursuant to the NEJD SRCA, the NEJD Intercompany Financing Agreements and the NEJD Consent (subject to limitations on amendment of such documents set forth in the Loan Documents, the NEJD Intercompany Financing Agreements and the NEJD Consent) and (2) each member of the Alkali Group (until such time as such member of the Alkali Group may be redesignated as a Restricted Subsidiary in accordance with the definition of “Restricted Subsidiary”). Any Restricted Subsidiary (other than the General Partner) may be redesignated as an Unrestricted Subsidiary pursuant to a written notice from the Borrower to the Administrative Agent; provided that, after giving effect to such redesignation, (i) no Default or Event of Default shall have occurred and be continuing and (ii) the Borrower shall be in compliance on a Pro Forma Basis with Section 6.14; provided further that, an Unrestricted Subsidiary that has previously been redesignated as a Restricted Subsidiary may not be subsequently redesignated as an Unrestricted Subsidiary.’

- (i) Section 3.18(a) of the Credit Agreement is hereby amended by replacing “Effective Date” in each place it appears therein with “Ninth Amendment Effective Date”.
- (j) Section 5.02 of the Credit Agreement is hereby amended by (i) deleting the “and” from the end of Section 5.02(c), (ii) replacing the “.” at the end of Section 5.02(d) with “; and” and (iii) adding the following new Section 5.02(e):

“to the best of the Borrower’s knowledge, any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification.”

- (k) Section 5.13(c) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Notwithstanding any provision of the Loan Documents to the contrary, the Borrower and the other Borrower Parties may incur Guarantee obligations in the ordinary course of business consisting of Guarantees of performance obligations of Unrestricted Subsidiaries as long as such Guarantees do not constitute Guarantees of payment or Guarantees of performance of obligations that would result in the payment of any Indebtedness; provided, that, (i) in the case of Guarantees of performance obligations of any Person in the Alkali Group, the aggregate amount that has been or could reasonably be expected to be incurred pursuant to all such performance Guarantees is not greater than \$145,000,000 outstanding at any one time, and (ii) the amount that has been or could reasonably be expected to be incurred pursuant to all other such performance Guarantees is not greater than \$1,000,000 in the aggregate.”

- (l) Section 6.04(b) of the Credit Agreement is hereby amended and restated in its entirety as follows:
“(i) Investments by it existing on the date hereof and set forth on Schedule 6.04, (ii) additional Investments in the Equity Interests of any Restricted Subsidiaries, and (iii) any Investments in any of the Alkali Group, if as a result of, and simultaneously with, such Investment, each member of the Alkali Group becomes a Restricted Subsidiary;”
- (m) Section 6.04(g) of the Credit Agreement is hereby amended and restated in its entirety as follows:
“Investments in Unrestricted Subsidiaries (other than Investments in the Alkali Group); provided, that all such Investments in Unrestricted Subsidiaries in the aggregate outstanding at any one time shall not exceed an amount equal to 2.5% of Consolidated Net Tangible Assets as of the most recent delivery of financial statements pursuant to Section 5.01(a) or Section 5.01(b);”
- (n) Section 6.04(h) of the Credit Agreement is hereby amended and restated in its entirety as follows:
“Investments in any Person in the Alkali Group on the Ninth Amendment Effective Date and for so long thereafter as such Person is not a Restricted Subsidiary; provided, that the aggregate outstanding amount of all Investments (valued at the time of the making thereof and without giving effect to any write-downs or write-offs thereof) permitted by this Section 6.04(h) shall not, at any one time and without duplication, exceed the sum of (x) \$1,350,000,000 plus (y) the lesser of (1) the amount of any cash distributions made following the Ninth Amendment Effective Date to the Borrower and the Restricted Subsidiaries by the Alkali Group and (2) \$350,000,000;”
- (o) Section 6.04(n) of the Credit Agreement is hereby amended and restated in its entirety as follows:
“such other Investments (other than Investments in any Joint Venture or Unrestricted Subsidiary) not otherwise permitted by the foregoing clauses in this Section 6.04; provided, that all such Investments in the aggregate outstanding at any one time shall not exceed an amount equal to 7.5% of Consolidated Net Tangible Assets as of the most recent delivery of financial statements pursuant to Section 5.01(a) or Section 5.01(b).”

- (p) Section 6.06(f) of the Credit Agreement is hereby amended and restated in its entirety as follows:
“the issuance, sale or other disposition of Equity Interests in or of any Unrestricted Subsidiary or any Joint Venture;”
- (q) The Credit Agreement is hereby amended by adding the following new Section 6.21:
“Alkali Group. It will not permit any member of the Alkali Group to (a) create, incur, assume or permit to exist any Indebtedness for borrowed money or Disqualified Equity (other than the Alkali Preferred Units) prior to such date that all members of the Alkali Group constitute Restricted Subsidiaries or (b) remain an Unrestricted Subsidiary after the redemption of all Alkali Preferred Units.”
- (r) The Credit Agreement is hereby amended by adding the following new Section 9.21:
“Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedging Agreements or any other agreement or instrument that is a QFC (such support, “QFC Credit Support” and each such QFC a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):
- (a) In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 9.21, the following terms have the following meanings:

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Covered Entity” means any of the following:

- i. a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- ii. a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- iii. a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390 (c)(8)(D).”

- (s) Schedule 3.18(a) to the Credit Agreement is hereby replaced with Schedule 3.18(a) attached hereto.
- (t) A new Exhibit J is added to the Credit Agreement in the form attached hereto and “Exhibit J Alkali Group Distribution Policy” is hereto added to the Table of Contents under “Exhibits”.

SECTION 3. Amendments to Guarantee and Collateral Agreement. As of the Ninth Amendment Effective Date, the Guarantee and Collateral Agreement is amended as follows:

- (a) Section 1.01(b) of the Guarantee and Collateral Agreement is hereby amended by amending and restating the definition of “Pledged Securities” as follows:

““Pledged Securities” shall mean: (i) the equity interests described or referred to in Schedule 2 hereto and any other equity interests now owned or hereafter acquired; and (ii) (a) the certificates or instruments, if any, representing such equity interests, (b) all dividends (cash, stock or otherwise), cash, instruments, rights to subscribe, purchase or sell and all other rights and property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such equity interests, (c) all replacements, additions to and substitutions for any of the property referred to in this definition, including claims against third parties, (d) the proceeds, interest, profits and other income of or on any of the property referred to in this definition and (e) all books and records relating to any of the property referred to in this definition.”

- (b) Schedule 2 to the Guarantee and Collateral Agreement is hereby replaced with Schedule 2 attached hereto. Schedule 4 to the Guarantee and Collateral Agreement is hereby replaced with Schedule 4 attached hereto.

SECTION 4. Conditions to Effectiveness. This Ninth Amendment shall not become effective until the date (the “Ninth Amendment Effective Date”) on which each of the following conditions is satisfied (or waived in accordance with Section 9.02 of the Credit Agreement):

- (a) The Administrative Agent shall have received from the Required Lenders and the Borrower executed counterparts (in such number as may be requested by the Administrative Agent) of this Ninth Amendment.
- (b) The Administrative Agent, the Arrangers and the Lenders shall have received all fees and other amounts due and payable on or prior to the Ninth Amendment Effective Date, including to the extent invoiced, reimbursement or payment of all out of pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.
- (c) Substantially simultaneously with the Ninth Amendment Effective Date, (i) the unit purchase agreement governing the issuance and purchase of the Alkali Preferred Units (as defined in Section 2(a) above), in form and substance reasonably satisfactory to the Administrative Agent, shall be in full force and effect, (ii) the initial Alkali Preferred Units shall have been issued in accordance with such unit purchase agreement, and (iii) the Administrative Agent shall have received an officer’s certificate from a Responsible Officer of the Borrower certifying as to the foregoing and attaching the executed unit purchase agreement.
- (d) After giving effect to the Ninth Amendment, (i) no Default or Event of Default shall have occurred and be continuing and (ii) the Borrower shall be in compliance on a Pro Forma Basis with Section 6.14 of the Credit Agreement.
- (e) The Administrative Agent shall have received such other documents as the Administrative Agent or special counsel to the Administrative Agent may reasonably request.

The Administrative Agent shall notify the Borrower and the Lenders of the Ninth Amendment Effective Date, and such notice shall be conclusive and binding.

SECTION 5. Miscellaneous.

(a) Confirmation. The provisions of the Loan Documents, as amended by this Ninth Amendment, shall remain in full force and effect in accordance with their terms following the effectiveness of this Ninth Amendment. The execution, delivery and effectiveness of this Ninth Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor, except as expressly provided herein, constitute a waiver or amendment of any provision of any of the Loan Documents.

(b) Ratification and Affirmation; Representations and Warranties. Each of the undersigned does hereby adopt, ratify, and confirm the Credit Agreement and the other Loan Documents, as amended hereby, and its obligations thereunder. The Borrower hereby (i) acknowledges, renews and extends its continued liability under each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended hereby, notwithstanding the amendments contained herein, (ii) confirms and ratifies all of its obligations under the Loan Documents to which it is a party, including its obligations and the Liens granted by it under the Security Documents to which it is a party, (iii) confirms that all references in such Security Documents to the “Credit Agreement” (or words of similar import) refer to the Credit Agreement as amended and supplemented hereby without impairing any such obligations or Liens in any respect and all references in the Loan Documents to the “Guarantee and Collateral Agreement” (or words of similar import) refer to the Guarantee and Collateral Agreement as amended and supplemented hereby without impairing such obligations or Liens in any respect and (iv) represents and warrants to the Lenders that: (A) as of the date hereof, after giving effect to the terms of this Ninth Amendment, all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (except that any such representations and warranties that are modified by materiality shall be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects as of such specified earlier date (except that any such representations and warranties that are modified by materiality shall be true and correct in all respects as of such specified earlier date); and (B) as of the date hereof, after giving effect to this Ninth Amendment, no Default has occurred and is continuing.

(c) Loan Document. This Ninth Amendment and each agreement, instrument, certificate or document executed by the Borrower or any other Borrower Party or any of its or their respective officers in connection therewith are “Loan Documents” as defined and described in the Credit Agreement and all of the terms and provisions of the Loan Documents relating to other Loan Documents shall apply hereto and thereto.

(d) Counterparts. This Ninth Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of this Ninth Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

(e) NO ORAL AGREEMENT. THIS NINTH AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith AND THEREWITH REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR UNWRITTEN ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.

(f) GOVERNING LAW. THIS NINTH AMENDMENT (INCLUDING, BUT NOT LIMITED TO, THE VALIDITY AND ENFORCEABILITY HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(g) THE PROVISIONS OF SECTION 9.09(B) AND (C) AND SECTION 9.10 OF THE CREDIT AGREEMENT SHALL APPLY, *MUTATIS MUTANDIS*, TO THIS NINTH AMENDMENT.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Ninth Amendment to be duly executed and delivered as of the date first written above.

BORROWER:

GENESIS ENERGY, L.P.,

By: GENESIS ENERGY, LLC, its general partner

By: /s/ Robert V. Deere

Name: Robert V. Deere

Title: Chief Financial Officer

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GRANTORS:

GENESIS CRUDE OIL, L.P.
GENESIS PIPELINE TEXAS, L.P.
GENESIS PIPELINE USA, L.P.
GENESIS SYNGAS INVESTMENTS, L.P.

By: GENESIS ENERGY, LLC,
its general partner

By: /s/ Robert V. Deere

Name: Robert V. Deere

Title: Chief Financial Officer

GEL CHOPS I, L.P.
GEL CHOPS II, L.P.

By: GEL CHOPS GP, LLC,
its general partner

By: /s/ Robert V. Deere

Name: Robert V. Deere

Title: Chief Financial Officer and Treasurer

CAMERON HIGHWAY PIPELINE I, L.P.

By: Cameron Highway Pipeline GP, L.L.C., its general
partner

By: /s/ Robert V. Deere

Name: Robert V. Deere

Title: Chief Financial Officer and Treasurer

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AP MARINE, LLC
BR PORT SERVICES, LLC
CAMERON HIGHWAY OIL PIPELINE COMPANY,
LLC
CAMERON HIGHWAY PIPELINE GP, L.L.C.
CASPER EXPRESS PIPELINE, LLC
DAVISON PETROLEUM SUPPLY, LLC
DAVISON TRANSPORTATION SERVICES, INC.
DAVISON TRANSPORTATION SERVICES, LLC
DEEPWATER GATEWAY, L.L.C.
FLEXTREND DEVELOPMENT COMPANY, L.L.C.
GEL CHOPS GP, LLC
GEL DEEPWATER, LLC
GEL IHUB, LLC
GEL LOUISIANA FUELS, LLC
GEL ODYSSEY, LLC
GEL OFFSHORE PIPELINE, LLC
GEL OFFSHORE, LLC
GEL PALOMA, LLC
GEL PIPELINE OFFSHORE, LLC
GEL POSEIDON, LLC
GEL SEKCO, LLC
GEL TEX MARKETING, LLC
GEL TEXAS PIPELINE, LLC
GEL WYOMING, LLC
GENESIS BR, LLC
GENESIS CHOPS I, LLC
GENESIS CHOPS II, LLC
GENESIS DAVISON, LLC
GENESIS DEEPWATER HOLDINGS, LLC
GENESIS ENERGY FINANCE CORPORATION
GENESIS ENERGY, LLC
GENESIS FREE STATE HOLDINGS, LLC
GENESIS GTM OFFSHORE OPERATING
COMPANY, LLC
GENESIS IHUB HOLDINGS, LLC
GENESIS MARINE, LLC
GENESIS NEJD HOLDINGS, LLC
GENESIS ODYSSEY, LLC
GENESIS OFFSHORE HOLDINGS, LLC
GENESIS OFFSHORE, LLC
GENESIS PIPELINE ALABAMA, LLC

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**GENESIS POSEIDON HOLDINGS, LLC
GENESIS POSEIDON, LLC
GENESIS RAIL SERVICES, LLC
GENESIS SAILFISH HOLDINGS, LLC
GENESIS SEKCO, LLC
GENESIS SMR HOLDINGS, LLC
GENESIS TEXAS CITY TERMINAL, LLC
GENESIS WASATCH ADDITIVES, INC.
HIGH ISLAND OFFSHORE SYSTEM, L.L.C.
MANTA RAY GATHERING COMPANY, L.L.C.
MATAGORDA OFFSHORE, LLC
MILAM SERVICES, INC.
POSEIDON PIPELINE COMPANY, L.L.C.
RED RIVER TERMINALS, L.L.C.
SAILFISH PIPELINE COMPANY, L.L.C.
SEAHAWK SHORELINE SYSTEM, LLC
SOUTHEAST KEATHLEY CANYON PIPELINE
COMPANY, L.L.C.
TBP2, LLC
TDC SERVICES, LLC
TDC, L.L.C.
TEXAS CITY CRUDE OIL TERMINAL, LLC
THUNDER BASIN HOLDINGS, LLC
THUNDER BASIN PIPELINE, LLC**

By: /s/ Robert V. Deere

Name: Robert V. Deere

Title: Chief Financial Officer and Treasurer

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WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent, Issuing Bank and a Lender

By: /s/ Andrew Ostrov

Name: Andrew Ostrov

Title: Director

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BMO HARRIS FINANCING, INC.,
as a Lender

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Managing Director

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DEUTSCHE BANK AG – NEW YORK BRANCH,
as a Lender

By: /s/ Shai Bandner

Name: Shai Bandner

Title: Director

By: /s/ My Nguyen

Name: My Nguyen

Title: Analyst

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ABN AMRO CAPITAL USA, LLC,
as a Lender

By: /s/ Brody Summerall

Name: Brody Summerall

Title: Vice President

By: /s/ Darrell Holley

Name: Darrell Holley

Title: Managing Director

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BNP PARIBAS,
as a Lender

By: /s/ Mark Renaud

Name: Mark Renaud

Title: Managing Director

By: /s/ Claudia Zarate

Name: Claudia Zarate

Title: Managing Director

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CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Christopher Kuna

Name: Christopher Kuna

Title: Director

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**THE BANK OF NOVA SCOTIA, HOUSTON
BRANCH,**
as a Lender

By: /s/ Joe Lattanzi

Name: Joe Lattanzi

Title: Managing Director

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SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ Michael Maguire _____
Name: Michael Maguire
Title: Managing Director

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BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Pace Doherty

Name: Pace Doherty

Title: Vice President

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CITIBANK N.A.,
as a Lender

By: /s/ Michael Zeller
Name: Michael Zeller
Title: Vice President

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ROYAL BANK OF CANADA,
as a Lender

By: /s/ Jason S. York

Name: Jason S. York

Title: Authorized Signatory

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BBVA USA,
as a Lender

By: /s/ Mark H. Wolf
Name: Mark H. Wolf
Title: Senior Vice President

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FIFTH THIRD BANK,
as a Lender

By: /s/ Jonathan H Lee

Name: Jonathan H Lee

Title: Director

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REGIONS BANK,
as a Lender

By: /s/ David Valentine
Name: David Valentine
Title: Managing Director

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DNB CAPITAL LLC,
as a Lender

By: /s/ Kelton Glasscock
Name: Kelton Glasscock
Title: Senior Vice President

By: /s/ James Grubb
Name: James Grubb
Title: First Vice President

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CADENCE BANK, N.A.,
as a Lender

By: /s/ William W. Brown
Name: William W. Brown
Title: Executive Vice President

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**ZIONS BANCORPORATION, N.A. dba
AMEGY BANK,**
as a Lender

By: /s/ Sam Trail
Name: Sam Trail
Title: Senior Vice President

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TRUSTMARK NATIONAL BANK,
as a Lender

By: /s/ Jeff Deutsch

Name: Jeff Deutsch

Title: Senior Vice President

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COMERICA BANK,
as a Lender

By: /s/ Britney P. Geidel
Name: Britney P. Geidel
Title: Portfolio Manager, AVP

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BOKF, NA dba BANK OF TEXAS,
as a Lender

By: /s/ Mari Salazar

Name: Mari Salazar

Title: Senior Vice President

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FOR IMMEDIATE RELEASE
September 23, 2019

**Genesis Energy, L.P. Announces Expansion of
Existing Sodium Services Operations**

HOUSTON – (BUSINESS WIRE) – Genesis Energy, L.P. (NYSE:GEL) today announced the company plans to invest approximately \$300 million to expand its existing Granger production facility to increase soda ash production by approximately 750k tons per year.

“We have a long history of innovation and investment in natural soda ash production in Wyoming. This next phase of our growth will result in Granger joining our Westvaco operation as a world-class soda ash production facility,” said Grant Sims, Chairman and CEO of Genesis. “We look forward to the successful completion of the project, preserving high quality manufacturing jobs in Wyoming and serving our customers with superior quality and supply reliability.”

The expansion of the Granger facilities will utilize Genesis’ patented solution feed process technology that has been in utilized at its Westvaco facility since 1995. Following the expansion, we expect the Granger facilities will be one of the lowest cost soda ash production facilities in the world. The increased production will serve growing global soda ash demand and provide supply security to strategic customers.

The construction of the expansion is scheduled to begin in the fourth quarter of 2019. The increased production is anticipated to be available for sale in the second quarter of 2022. During the construction of the expansion, the Granger facility will continue to produce soda ash at current rates.

In conjunction with the expansion, Genesis has entered into agreements with funds affiliated with GSO Capital Partners LP (“GSO”) for the purchase of up to \$350 million of preferred interests in an unrestricted subsidiary of Genesis holding Genesis’ alkali business. Proceeds will fund up to 100% of the anticipated cost of the Granger expansion. Preferred holders will receive payment-in-kind in lieu of cash distributions during the anticipated construction period. \$55 million of preferred interests will be funded at closing.

Michael Zawadzki, Senior Managing Director and Co-Head of Energy at GSO Capital Partners, stated, “We are delighted to further our existing relationship with Genesis on this exciting opportunity, which adds another highly strategic asset with strong cash flow characteristics to the Genesis portfolio. We believe the Granger expansion will be highly accretive and will be funded in a balance sheet friendly structure.”

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Genesis Energy, L.P. is a diversified midstream energy master limited partnership headquartered in Houston, Texas. Genesis' operations include offshore pipeline transportation, sodium minerals and sulfur services, onshore facilities and transportation and marine transportation. Genesis' operations are primarily located in the Gulf Coast region of the United States, Wyoming and the Gulf of Mexico.

This press release includes forward-looking statements as defined under federal law. Although we believe that our expectations are based upon reasonable assumptions, we can give no assurance that our goals will be achieved. Actual results may vary materially. All statements, other than statements of historical facts, included in this press release that address activities, events or developments that we expect, believe or anticipate will or may occur in the future, or are scheduled to occur, including but not limited to statements relating to future financial and operating results and our strategy and plans, are forward-looking statements, and historical performance is not necessarily indicative of future performance. Those forward-looking statements rely on a number of assumptions concerning future events and are subject to a number of uncertainties, factors and risks, many of which are outside our control, that could cause results to differ materially from those expected by management. Such risks and uncertainties include, but are not limited to, weather, political, economic and market conditions, including a decline in the price and market demand for products, the timing and success of business development efforts, that the expansion of the Granger facility may not be completed and, if completed, we may not realize the expected benefits of the expansion, that we may not ultimately obtain the proposed financing or any other financing, that any financing we do obtain may restrict the ongoing operation of our business, and other uncertainties. Those and other applicable uncertainties, factors and risks that may affect those forward-looking statements are described more fully in our Annual Report on Form 10-K for the year ended December 31, 2018 filed with the Securities and Exchange Commission and other filings, including our Current Reports on Form 8-K and Quarterly Reports on Form 10-Q. We undertake no obligation to publicly update or revise any forward-looking statement.

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Contact:
Genesis Energy, L.P.
Ryan Sims
SVP - Finance and Corporate Development
(713) 860-2521