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
(L.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))
Item 1.01. Entry into a Material Definitive Agreement


The Underwriting Agreement provides for, among other things, the issuance and sale by us of an aggregate of 5,000,000 Common Units at a public offering price of $47.51 per Common Unit. In addition, we granted the underwriters a 30-day option to purchase up to an additional 750,000 Common Units from us, which option was exercised in full.

The Common Units have been registered under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to our effective Registration Statement on Form S-3 (Registration No. 333-180876), as supplemented by the Prospectus Supplement dated September 11, 2013, relating to the Common Units, filed with the SEC pursuant to Rule 424(b) of the Securities Act. The closing of the sale of the Common Units is expected to occur on September 16, 2013.

The Underwriting Agreement provides that the obligations of the underwriters to purchase the Common Units are subject to receipt of legal opinions by counsel and to other customary conditions. The underwriters are obligated to purchase all the Common Units if they purchase any of the Common Units. We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make because of any of those liabilities.

The Underwriting Agreement contains representations, warranties and other provisions that were made or agreed to, among other things, to provide the parties thereto with specified rights and obligations and to allocate risk among them. Accordingly, the Underwriting Agreement should not be relied upon as constituting a description of the state of affairs of any of the parties thereto or their affiliates at the time it was entered into or otherwise.

A copy of the Underwriting Agreement is filed as Exhibit 1.1 and is incorporated into this Item 1.01 by reference. The description of the Underwriting Agreement contained herein is qualified in its entirety by the full text of such exhibit.

From time to time, certain of the underwriters and their affiliates have provided, or may in the future provide, various investment banking, commercial banking, financial advisory, brokerage and other services to us and our affiliates for which services they have received, and may in the future receive, customary fees and expense reimbursement. The underwriters and their affiliates may, from time to time, engage in transactions with and perform services for us in the ordinary course of their business for which they may receive customary fees and reimbursement of expenses. Affiliates of certain of the underwriters are lenders under our revolving credit facility and could receive a portion of the proceeds from the Common Units offering by us pursuant to the repayment of outstanding borrowings under our revolving credit facility with such proceeds.
Item 8.01. Other Events.

On September 10, 2013, we issued a press release announcing the commencement of a public offering of 4,500,000 Common Units. A copy of the press release is attached as Exhibit 99.1 and is incorporated into this Item 8.01 by reference.

On September 11, 2013, we issued a press release announcing the upsize and pricing of a public offering of 5,000,000 Common Units. A copy of this press release is attached as Exhibit 99.2 and is incorporated into this Item 8.01 by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

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

Exhibits.


5.1 Opinion of Akin Gump Strauss Hauer & Feld LLP regarding the legality of the Common Units

8.1 Opinion of Akin Gump Strauss Hauer & Feld LLP regarding certain federal income tax matters

23.1 Consent of Akin Gump Strauss Hauer & Feld LLP (included in Exhibit 5.1)

23.2 Consent of Akin Gump Strauss Hauer & Feld LLP (included in Exhibit 8.1)


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.

GENESIS ENERGY, L.P.
(a Delaware limited partnership)

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

Date: September 16, 2013

By: /s/ Robert V. Deere

Robert V. Deere
Chief Financial Officer
EXHIBIT INDEX


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GENESIS ENERGY, L.P.

5,000,000 Common Units
Representing Limited Partner Interests

UNDERWRITING AGREEMENT

September 11, 2013
Wells Fargo Securities, LLC
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Citigroup Global Markets Inc.
Deutsche Bank Securities Inc.
RBC Capital Markets, LLC
BMO Capital Markets Corp.,
listed as Representatives of the several Underwriters named in Schedule A hereto

c/o Wells Fargo Securities, LLC
375 Park Avenue
New York, New York 10152

Ladies and Gentlemen:

Genesis Energy, L.P., a Delaware limited partnership (the “Partnership”), proposes to issue and sell to the underwriters named in Schedule A hereto (the “Underwriters”), for whom Wells Fargo Securities, LLC (“Wells Fargo”), Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., Deutsche Bank Securities Inc., RBC Capital Markets, LLC and BMO Capital Markets Corp. are acting as representatives (collectively with Wells Fargo, the “Representatives”), an aggregate of 5,000,000 Common Units — Class A (the “Firm Units”) representing limited partner interests in the Partnership (the “Common Units”). In addition, solely for the purpose of covering over-allotments, the Partnership grants to the Underwriters the option to purchase from the Partnership up to an additional 750,000 Common Units (the “Additional Units”). No Additional Units shall be sold or delivered unless the Firm Units previously have been, or simultaneously are, sold and delivered. The Firm Units and the Additional Units are hereinafter collectively sometimes referred to as the “Units.” The Units are described in the Prospectus, which is referred to and defined below.

The Partnership has prepared and filed, in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations thereunder (collectively, the “Act”), with the Securities and Exchange Commission (the “Commission”) an automatic shelf registration statement, as defined in Rule 405, on Form S-3 (File No. 333-180876) under the Act (the “registration statement”) relating to the Units to be sold by the Partnership, including a prospectus, which registration statement incorporates by reference documents which the Partnership has filed, or will file, in accordance with the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (collectively, the “Exchange Act”). Amendments to the registration statement, if necessary or appropriate, have been similarly prepared and filed with the Commission in accordance with the Act. The registration statement, as so amended, became effective under the Act upon filing.
Except where the context otherwise requires, “Registration Statement,” as used herein, means the registration statement, as amended at the time the registration statement has become, or is deemed to have become, effective under the Act, as it applies to the respective Underwriters (the “Effective Time”), including (i) all documents filed as a part thereof or incorporated or deemed to be incorporated by reference therein, (ii) any information contained or incorporated by reference in a prospectus filed with the Commission pursuant to Rule 424(b) under the Act, to the extent such information is deemed, pursuant to Rule 430B or Rule 430C under the Act, to be part of such registration statement at the Effective Time, and (iii) any registration statement filed to register the offer and sale of Units pursuant to Rule 462(b) under the Act.

The Partnership has furnished to the Representatives, for use by the Underwriters and by dealers in connection with the offering of the Units, copies of one or more preliminary prospectus supplements, and the documents incorporated by reference therein, relating to the Units. For purposes of this Agreement, documents available through the electronic data gathering, analysis and retrieval system (“EDGAR”) or the equivalent thereof with the Commission shall be deemed furnished to the Representatives. Except where the context otherwise requires, “Preliminary Prospectus,” as used herein, means such preliminary prospectus supplement, in the form so furnished, including any Basic Prospectus (as defined below) (whether or not in preliminary form) furnished to the Representatives by the Partnership and attached to or used with such preliminary prospectus supplement. Any reference to the “most recent Preliminary Prospectus” shall be deemed to refer to the latest Preliminary Prospectus included in the Registration Statement or filed pursuant to Rule 424(b) under the Act prior to or on the date hereof (including, for purposes hereof, any documents incorporated by reference therein prior to or on the date hereof). Except where the context otherwise requires, “Basic Prospectus,” as used herein, means any such basic prospectus or prospectuses and any basic prospectus or prospectuses furnished to the Representatives by the Partnership and attached to or used with the Prospectus Supplement (as defined below).

Except where the context otherwise requires, “Prospectus Supplement,” as used herein, means the final prospectus supplement, relating to the Units, filed by the Partnership with the Commission pursuant to Rule 424(b) under the Act on or before the second business day after the date hereof (or such earlier time as may be required under the Act), in the form furnished by the Partnership to the Representatives for use by the Underwriters and by dealers in connection with the offering of the Units.

Except where the context otherwise requires, “Prospectus,” as used herein, means the Prospectus Supplement together with the Basic Prospectus attached to or used with the Prospectus Supplement.

“Permitted Free Writing Prospectuses,” as used herein, means the documents listed on Schedule B attached hereto and each “road show” (as defined in Rule 433 under the Act), if any, related to the offering of the Units contemplated hereby that is a “written communication” (as defined in Rule 405 under the Act) and any other “free writing prospectus” (as defined in Rule 405 under the Act (to which the Representatives provide their prior written consent)). The Underwriters have not offered or sold and will not offer or sell, without the Partnership’s consent, any Units by means of any “free writing prospectus” (as defined in Rule 405 under the Act) that is required to be filed by the Underwriters with the Commission pursuant to Rule 433 under the Act, other than a Permitted Free Writing Prospectus.
“Disclosure Package,” as used herein, means, as of the Applicable Time (as defined below), the most recent Preliminary Prospectus and the Basic Prospectus, together with the information on Schedule C attached hereto, and each Permitted Free Writing Prospectus identified on Schedule B attached hereto, excluding each “road show” (as defined in Rule 433 under the Act).

Any reference herein to any registration statement, the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Prospectus Supplement, the Prospectus or any Permitted Free Writing Prospectus shall be deemed to refer to and include the documents, if any, incorporated by reference, or deemed to be incorporated by reference, therein (the “Incorporated Documents”), including, unless the context otherwise requires, the documents, if any, filed as exhibits to such Incorporated Documents. Any reference herein to the terms “amend,” “amendment” or “supplement” with respect to the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Prospectus Supplement, the Prospectus or any Permitted Free Writing Prospectus shall be deemed to refer to any amendment or supplement to the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Prospectus Supplement, the Prospectus or any Permitted Free Writing Prospectus, as the case may be.

As used in this Agreement, “business day” shall mean a day on which the Primary Stock Exchange (as defined below) is open for trading. The terms “herein,” “hereof,” “hereto,” “hereinafter” and similar terms, as used in this Agreement, shall in each case refer to this Agreement as a whole and not to any particular section, paragraph, sentence or other subdivision of this Agreement. The term “or,” as used herein, is not exclusive.

“Applicable Time,” as used in this Agreement, means 8:15 a.m. (New York time) on September 11, 2013.

“Partnership Agreement,” as used herein, means the Fifth Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of December 28, 2010, as amended.

“Subsidiary,” as used herein, means, as to any person or entity, any corporation, partnership, limited liability company or other entity controlled by such person or entity directly or indirectly through one or more intermediaries. For purposes of this definition, “control” of a person or entity means the power to direct or cause the direction of the management and policies of such person or entity, whether by contract or otherwise. Notwithstanding the above, for purposes of this definition and this Agreement, T&P Syngas, Faustina, Sandhill, Cameron, Sekco, Poseidon and Odyssey (each as defined in Section 3(e)(iii)), shall not be Subsidiaries.

“Lien,” as used herein, means any interest in Property securing an obligation owed to, or a claim by, a person or entity other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes; provided, however, the term Lien shall not include a security interest in the equity interest in a joint venture that is required to be pledged under the joint venture’s organizational documents to the other equity holders of the joint venture.
“Property,” as used herein, means any interest in any kind of property or assets, whether real, personal or mixed, or tangible or intangible.

“Davison Agreements,” as used herein, means collectively, that certain Contribution and Sale Agreement dated April 25, 2007, among the Partnership, Davison Petroleum Products, L.L.C., a Louisiana limited liability company (“DPP”), Davison Transport, Inc., a Louisiana corporation (“DTI”), Transport Company, an Arkansas corporation (“TC”), Terminal Service, Inc., a Louisiana corporation (“TS”), Sunshine Oil and Storage, Inc., a Louisiana corporation (“SOS”), Fuel Masters, LLC, a Texas limited liability company, TDC, L.L.C., a Louisiana limited liability company, and Red River Terminal, L.L.C., a Louisiana limited liability company, as amended by that certain Amendment No. 1 to Contribution and Sale Agreement dated July 25, 2007, as further amended by Amendment No. 2 to the Contribution and Sale Agreement dated October 15, 2007, and as further amended by Amendment No. 3 to the Contribution and Sale Agreement dated March 3, 2008; that certain Unitholder Rights Agreement dated as of July 25, 2007, as amended from time to time, among the Partnership, DPP, DTI, TC, TS and SOS, that certain Registration Rights Agreement dated July 25, 2007, as amended from time to time, among the Partnership, DPP, DTI, TC, TS and SOS and that certain Pledge and Security Agreement dated July 25, 2007, as amended from time to time, among the Partnership, Genesis Davison, LLC, a Delaware limited liability company, and DPP.

“IDR Registration Rights Agreement” means that certain Registration Rights Agreement dated December 28, 2010, among the Partnership and the unitholders party thereto.

“Law,” as used herein, means any federal, state, local or foreign order, writ, injunction, judgment, settlement, award, decree, statute, law or regulation.

“Primary Stock Exchange,” as used herein, means the Partnership’s primary securities exchange or market, which is the New York Stock Exchange as of the date of this Agreement.

The Partnership and the Underwriters agree as follows:

1. Sale and Purchase. Upon the basis of the representations and warranties and subject to the terms and conditions herein set forth, the Partnership agrees to issue and sell to the respective Underwriters, and each of the Underwriters, severally and not jointly, agrees to purchase from the Partnership the number of Firm Units set forth opposite the name of such Underwriter in Schedule A attached hereto, subject to adjustment in accordance with Section 8 hereof, in each case at a purchase price of $45.93 per Unit. The Partnership is advised by the Representatives that the Underwriters intend (i) to make a public offering of their respective portions of the Firm Units as soon after the effectiveness of this Agreement as in the Representatives’ judgment is advisable and (ii) initially to offer the Firm Units upon the terms set forth in the Prospectus. The Representatives may from time to time increase or decrease the public offering price after the initial public offering to such extent as they may determine.
In addition, the Partnership hereby grants to the several Underwriters the option (the “Over-Allotment Option”) to purchase, and upon the basis of the representations and warranties and subject to the terms and conditions herein set forth, the Underwriters shall have the right to purchase, severally and not jointly, from the Partnership, ratably in accordance with the number of Firm Units to be purchased by each of them, all or a portion of the Additional Units as may be necessary to cover over-allotments made in connection with the offering of the Firm Units, at the same purchase price per Common Unit to be paid by the Underwriters to the Partnership for the Firm Units. The Over-Allotment Option may be exercised by the Representatives on behalf of the several Underwriters at any time and from time to time on or before the thirtieth day following the date of the Prospectus Supplement, by written notice to the Partnership. Such notice shall set forth the aggregate number of Additional Units as to which the Over-Allotment Option is being exercised and the date and time when the Additional Units are to be delivered (any such date and time being herein referred to as an “additional time of purchase”); provided, however, that no additional time of purchase shall be earlier than the “time of purchase” (as defined below) nor earlier than the second business day after the date on which the Over-Allotment Option shall have been exercised nor later than the tenth business day after the date on which the Over-Allotment Option shall have been exercised. The number of Additional Units to be sold to each Underwriter shall be the number which bears the same proportion to the aggregate number of Additional Units being purchased as the number of Firm Units set forth opposite the name of such Underwriter on Schedule A hereto bears to the total number of Firm Units (subject, in each case, to such adjustment as the Representatives may determine to eliminate fractional units), subject to adjustment in accordance with Section 8 hereof.

2. Payment and Delivery. Payment of the purchase price for the Firm Units shall be made to the Partnership to the account specified by the Partnership by Federal Funds wire transfer against delivery of the Firm Units to Wells Fargo through the facilities of The Depository Trust Company (“DTC”) for the respective accounts of the Underwriters. Such payment and delivery shall be made at 10:00 a.m., New York City time, on September 16, 2013 (unless another time shall be agreed to by the Representatives and the Partnership or unless postponed in accordance with the provisions of Section 8 hereof). The time at which such payment and delivery are to be made is hereinafter sometimes called the “time of purchase.” Electronic transfer of the Firm Units shall be made to Wells Fargo at the time of purchase in such names and in such denominations as Wells Fargo shall specify.

Payment of the purchase price for the Additional Units shall be made at the additional time of purchase in the same manner and at the same office as the payment for the Firm Units. Electronic transfer of the Additional Units shall be made to Wells Fargo at the additional time of purchase in such names and in such denominations as Wells Fargo shall specify.

Deliveries of the documents described in Section 6 hereof with respect to the purchase of the Units shall be made at the offices of Akin Gump Strauss Hauer & Feld LLP, at 1111 Louisiana Street, 44th Floor, Houston, Texas, at 10:00 a.m., New York City time, on the date of the closing of the purchase of the Firm Units or the Additional Units, as the case may be.
3. **Representations and Warranties of the Partnership.** The Partnership represents and warrants to and agrees with each of the Underwriters that:

   (a) the Registration Statement has heretofore become effective under the Act or, with respect to any registration statement to be filed to register the offer and sale of Units pursuant to Rule 462(b) under the Act, will be filed with the Commission and become effective under the Act no later than 10:00 P.M., New York City time, on the date of determination of the public offering price for the Units; no stop order of the Commission preventing or suspending the use of the Basic Prospectus, any Preliminary Prospectus, the Prospectus Supplement, the Prospectus or any Permitted Free Writing Prospectus, or the effectiveness of the Registration Statement, has been issued, and no proceedings for such purpose have been instituted or, to the Partnership’s knowledge, are contemplated by the Commission;

   (b) the Registration Statement conformed when it became effective, conforms as of the date hereof and, as amended or supplemented, at the time of purchase and each additional time of purchase, if any, will conform, in all material respects, with the requirements of the Act; the conditions to the use of Form S-3 in connection with the offering and sale of the Units as contemplated hereby have been satisfied; the Registration Statement meets, and the offering and sale of the Units as contemplated hereby conforms with, the requirements of Rule 415 under the Act; the Registration Statement did not, as of the Effective Time, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; each Preliminary Prospectus conformed or will conform in all material respects with the requirements from the Act as of the date hereof, at the time it was filed with the Commission, as of the Applicable Time, include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; the Basic Prospectus conformed or will conform, as of its date and at the time of purchase and each additional time of purchase, if any, in all material respects, with the requirements of the Act; each of the Prospectus Supplement and the Prospectus will conform, as of the date that it is filed with the Commission, the date of the Prospectus Supplement, the date of the Prospectus Supplement, and at the time of purchase and the additional time of purchase, if any, in all material respects, with the requirements of the Act (in the case of the Prospectus, including, without limitation, Section 10(a) of the Act); as of the date of the Prospectus Supplement, and at the time of purchase and the additional time of purchase, if any, the Prospectus Supplement or the Prospectus, as then amended or supplemented, did not or will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; as of the date of such Permitted Free Writing Prospectus and at the time of purchase each Permitted Free Writing Prospectus when taken together as a whole with the Disclosure Package did not or will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; each electronic road show when taken together as a whole with the Disclosure Package, does not, as of the date hereof, contain any untrue statement of a material fact or omit to state any material fact necessary in or to make the statements therein, in the light of the circumstances under which they were made, not misleading;
each Permitted Free Writing prospectus does not include any information that conflicts with the information contained in the Registration Statement or the Prospectus; each Incorporated Document, at the time such document was filed with the Commission or at the time such document became effective, as applicable, conformed, in all material respects, with the requirements of the Exchange Act and did not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Partnership makes no representation or warranty in this Section 3(b) with respect to any statement contained in the Registration Statement, any Preliminary Prospectus, the Prospectus, any Permitted Free Writing Prospectus or any Incorporated Document in reliance upon and in conformity with information concerning an Underwriter and furnished in writing by or on behalf of such Underwriter through the Representatives to the Partnership expressly for use in the Registration Statement, such Preliminary Prospectus, the Prospectus, such Permitted Free Writing Prospectus or Incorporated Document;

(c) prior to the execution of this Agreement, the Partnership has not, directly or indirectly, offered or sold any Units by means of any “prospectus” (within the meaning of the Act) or used any “prospectus” (within the meaning of the Act) in connection with the offer or sale of the Units, in each case other than the Preliminary Prospectus or the Permitted Free Writing Prospectus, if any; the Partnership has not, directly or indirectly, prepared, used or referred to any Permitted Free Writing Prospectus except in compliance with Rules 164 and 433 under the Act; the Partnership is not an “ineligible issuer” (as defined in Rule 405 under the Act) as of the eligibility determination date for purposes of Rules 164 and 433 under the Act with respect to the offering of the Units contemplated by the Registration Statement; the parties hereto agree and understand that the content of any and all “road shows” (as defined in Rule 433 under the Act) related to the offering of the Units contemplated hereby is solely the property of the Partnership;

(d) in accordance with Rule 5110(b)(7)(C)(i) of the Financial Industry Regulatory Authority, Inc. (“FINRA”), the Units are registered with the Commission on Forms S-3 under the Act pursuant to the standards for such Form S-3 in effect prior to October 21, 1992;

(e) (i) as of the date of this Agreement, the issued and outstanding limited partner interests of the Partnership consist of 82,900,988 Common Units, 39,997 Common Units—Class B (“Class B Units”) and 1,738,233 Waiver Units—Class 4 (“Waiver Units”). The only issued and outstanding general partner interests of the Partnership are the interests of Genesis Energy, LLC, a Delaware limited liability company (the “General Partner”), described in the Partnership Agreement. All of the outstanding Common Units, Class B Units and Waiver Units have been duly authorized and validly issued in accordance with applicable Law and the Partnership Agreement and are fully paid (to the extent required by applicable Law and under the Partnership Agreement) and non-assessable (except as such non-assessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act (the “Delaware LP Act”));
(ii) other than the Genesis Energy, Inc. 2007 Long-Term Incentive Plan and the Genesis Energy, L.P. 2010 Long-Term Incentive Plan, the Partnership has no equity compensation plans that contemplate the issuance of Common Units or any other class of equity (or securities convertible into or exchangeable for Common Units or any other class of equity). The Partnership has no outstanding indebtedness having the right to vote (or convertible into or exchangeable for securities having the right to vote) on any matters on which the unitholders of the Partnership (within the meaning of the Partnership Agreement, the "Unitholders") may vote. Except as set forth in the first sentence of this Section 3(e)(ii) or as disclosed in the Disclosure Package, there are no outstanding or authorized (A) options, warrants, preemptive rights, subscriptions, calls or other rights, convertible securities, agreements, claims or commitments of any character obligating the Partnership or any of its Subsidiaries to issue, transfer or sell any partnership interests or other equity interests in the Partnership or any of its Subsidiaries or securities convertible into or exchangeable for such partnership interests or other equity interests, (B) obligations of the Partnership or any of its Subsidiaries to repurchase, redeem or otherwise acquire any partnership interests or other equity interests in the Partnership or any of its Subsidiaries or any such securities or agreements listed in clause (A) of this section or (C) voting trusts or similar agreements to which the Partnership or any of its Subsidiaries is a party with respect to the voting of the equity interests of the Partnership or any of its Subsidiaries;

(iii) the Partnership, directly or indirectly, owns (A) 99.99% of the partnership interests in Genesis Crude Oil, L.P., a Delaware limited partnership (the "Operating Partnership") (and the General Partner owns 0.01% of the partnership interests in the Operating Partnership), (B) 100% of the limited partnership interests in each of Genesis Pipeline Texas, L.P., a Delaware limited partnership, Genesis Pipeline USA, L.P., a Delaware limited partnership, Genesis CO2 Pipeline, L.P., a Delaware limited partnership, Genesis Natural Gas Pipeline, L.P., a Delaware limited partnership, and Genesis Syngas Investments, L.P., a Delaware limited partnership (the "Limited Partnership Subsidiaries"), (C) 90.91% of the equity interests in Thunder Basin Holdings, LLC, a Delaware limited liability company (which owns 100% of the equity interests in each of Antelope Refining, LLC, a Delaware limited liability company, and Thunder Basin Pipeline, LLC, a Delaware limited liability company), (D) 100% of the equity interests in each other Subsidiary not listed in clauses (A), (B) or (C) of this Section 3(e)(iii), (E) 50% of the partnership interests in T&P Syngas Supply Company, a Delaware general partnership ("T&P Syngas"), (F) 50% of the outstanding limited liability company interests of Sandhill Group, LLC, a Mississippi limited liability company ("Sandhill"), (G) 10% or less of the limited liability company interest in Faustina Hydrogen Products, LLC, a Delaware limited liability company ("Faustina"), (H) 50% of the equity interests in Cameron Highway Oil Pipeline Company, a Delaware partnership ("Cameron"), (I) 50% of the equity interests in Southeast Keathley Canyon Pipeline Company, L.L.C., a Delaware limited liability company ("Sekco"), (J) 28% of the equity interests in Poseidon Oil Pipeline Company, L.L.C., a Delaware limited liability company ("Poseidon"), and (K) 29% of the equity interests in Odyssey Pipeline L.L.C., a Delaware limited liability company ("Odyssey"), in each case free and clear of any Liens (except for such restrictions as may exist under applicable Law and except for such Liens as may be imposed under the Partnership’s or the Partnership’s Subsidiaries’
credit facilities filed as exhibits to the Partnership SEC Documents (defined below), and all such ownership interests have been
duly authorized and validly issued and are fully paid (to the extent required by applicable Law and the organizational documents
of the Partnership’s Subsidiaries, T&P Syngas, Sandhill, Faustina, Cameron, Sekco, Poseidon and Odyssey, as applicable) and
non-assessable (except as non-assessability may be affected by the Delaware Revised Uniform Partnership Act, Sections 17-303,
17-607 and 17-804 of the Delaware LP Act, Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act (the
“Delaware LLC Act”) or any analogous statute in the jurisdiction of formation of any Subsidiary and Sandhill, or the
organizational documents of the Partnership’s Subsidiaries, T&P Syngas, Sandhill, Faustina, Cameron, Sekco, Poseidon and
Odyssey, as applicable) and free of preemptive rights, with no personal liability attaching to the ownership thereof, and except
for T&P Syngas, Sandhill, Faustina, Cameron, Sekco, Poseidon and Odyssey none of the Partnership nor any of its Subsidiaries
owns directly or indirectly any shares of capital stock or other securities of, or interest in, any other person or entity (other than
another Subsidiary), or is obligated to make any capital contribution to or other investment in any other person or entity.
Schedule D attached hereto contains a complete and accurate list of all of the Partnership’s “significant subsidiaries” (as defined
in Rule 405 under the Act);

(iv) the General Partner is the sole general partner of the Partnership and each Limited Partnership Subsidiary, with a
non-economic general partner interest in the Partnership and a non-economic general partner interest in each Limited
Partnership Subsidiary. Such general partner interests have been duly authorized and validly issued in accordance with
applicable Law, the Partnership Agreement and the partnership agreements of each Limited Partnership Subsidiary and are fully
paid (to the extent required by applicable Law and under the Partnership Agreement and the partnership agreements of each
Limited Partnership Subsidiary) and non-assessable (except as such non-assessability may be affected by Sections 17-303,
17-607 and 17-804 of the Delaware LP Act);

(v) the offer and sale of the Units and the limited partner interests represented thereby have been duly authorized by
the Partnership pursuant to the Partnership Agreement and, when issued and delivered against payment therefor in accordance
with the terms of this Agreement, will be validly issued, fully paid (to the extent required by applicable Law and the Partnership
Agreement) and non-assessable (except as such non-assessability may be affected by Sections 17-303, 17-607 and 17-804 of the
Delaware LP Act) and will be free and clear of all Liens and restrictions on transfer other than those restrictions on transfer in
the Partnership Agreement and applicable state and federal securities Laws and other such Liens as are created by the
Underwriters;

(vii) the Firm Units have been or will be, as the case may be, issued in compliance with all applicable rules of the
Primary Stock Exchange. Prior to the closing of the sale of the Firm Units, the Partnership will complete its additional listing
application to the Primary Stock Exchange with respect to the Units and such Units will be duly listed and admitted and
authorized for trading, subject to official notice of issuance;
(viii) the Partnership’s currently outstanding Common Units are listed on the Primary Stock Exchange and the Partnership has not received any notice of delisting;

(ix) the Firm Units shall have those rights, preferences, privileges and restrictions governing the Common Units as set forth in the Partnership Agreement. A true and correct copy of the Partnership Agreement, as amended through the date hereof, has been filed by the Partnership with the Commission on January 3, 2011, as Exhibit 3.1 to the Partnership’s Current Report on Form 8-K.

(f) the Partnership: (i) is a limited partnership duly organized, validly existing and in good standing under the Laws of the State of Delaware, (ii) has all requisite limited partnership power, and has all material governmental licenses, authorizations, consents and approvals, necessary to own its Properties and carry on its business as its business is now being conducted as described in the Partnership SEC Documents, except where the failure to obtain such licenses, authorizations, consents and approvals would not reasonably be expected to have a Partnership Material Adverse Effect, and (iii) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualifications necessary, except where failure so to qualify would not reasonably be expected to have a Partnership Material Adverse Effect. As used herein, the term “Partnership Material Adverse Effect” means any material adverse effect on the financial condition, business, operations, properties, results of operations or prospects of the Partnership and its Subsidiaries, taken as a whole;

(g) the Partnership has all necessary limited partnership power and authority to execute, deliver and perform its obligations under this Agreement and any amendments, supplements, continuations or modifications thereto (collectively, the “Basic Documents”) to which it is a party, and to consummate the transactions contemplated hereby and thereby; the execution, delivery and performance by the Partnership of each of the Basic Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action on its part; and the Basic Documents constitute the legal, valid and binding obligations of the Partnership, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer and similar Laws affecting creditors’ rights generally or by general principles of equity. No approval by the Unitholders is required in connection with the Partnership’s issuance and sale of the Units;

(h) neither the Partnership nor any of its Subsidiaries is in violation of any judgment, decree or order or any Law applicable to the Partnership or its Subsidiaries, except as would not, individually or in the aggregate, have a Partnership Material Adverse Effect. The Partnership and its Subsidiaries possess all certificates, authorizations and permits issued by the appropriate regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such certificates, authorizations or permits would not have, individually or in the aggregate, a Partnership Material Adverse Effect, and neither the Partnership nor any such Subsidiary has received any notice of proceedings relating to the revocation or modification of any such
certificate, authorization or permit, except where such potential revocation or modification would not have, individually or in the aggregate, a Partnership Material Adverse Effect. Neither the Partnership nor any of its Subsidiaries, nor any director, officer, agent, employee or other person acting on behalf of the Partnership or any of its Subsidiaries has, in the course of its actions for, or on behalf of, the Partnership or any of its Subsidiaries (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee;

(i) the execution, delivery and performance by the Partnership of the Basic Documents to which it is a party and all other agreements and instruments in connection with the transactions contemplated by the Basic Documents, and compliance by the Partnership with the terms and provisions hereof and thereof, do not and will not (i) violate any provision of any Law, governmental permit, determination or award having applicability to the Partnership or any of its Subsidiaries or any of their respective Properties, (ii) conflict with or result in a violation of any provision of the Certificate of Limited Partnership of the Partnership, as amended, or the Partnership Agreement or any organizational documents of any of the Partnership’s Subsidiaries, (iii) require any consent, approval or notice under or result in a violation or breach of or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under (A) any note, bond, mortgage, license, or loan or credit agreement to which the Partnership or any of its Subsidiaries is a party or by which the Partnership or any of its Subsidiaries or any of their respective Properties may be bound or (B) any other agreement, instrument or obligation, or (iv) result in or require the creation or imposition of any Lien upon or with respect to any of the Properties now owned or hereafter acquired by the Partnership or any of its Subsidiaries, except in the cases of clauses (iii) and (iv) where such consent, approval or notice has been obtained or where such violation, failure to receive consent or approval, or acceleration with respect to the foregoing provisions of this Section 3(i) would not, individually or in the aggregate, reasonably be expected to have a Partnership Material Adverse Effect;

(j) the Partnership has timely filed with the Commission all forms, registration statements, reports, schedules and statements required to be filed by it under the Exchange Act or the Act (all such documents filed on or prior to the date of this Agreement, but specifically excluding any documents “furnished”, collectively, the “Partnership SEC Documents”). The Partnership SEC Documents, including any audited or unaudited financial statements and any notes thereto or schedules included therein (the “Partnership Financial Statements”), at the time filed (in the case of the registration statements, solely on the dates of effectiveness) (except to the extent corrected by a subsequently filed Partnership SEC Document filed prior to the date of this Agreement) (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light
of the circumstances under which they were made, not misleading, (ii) complied in all material respects with the applicable
requirements of the Exchange Act and the Act, as the case may be, and (iii) complied as to form in all material respects with
applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto;
provided, however, that the Partnership makes no representation or warranty in this Section 3(i) with respect to any statement
contained in any Partnership SEC Document in reliance upon and in conformity with information concerning an Underwriter
furnished in writing by or on behalf of such Underwriter through the Representatives to the Partnership expressly for use in such
Partnership SEC Document. The Partnership Financial Statements were prepared in accordance with generally accepted
accounting principles of the United States of America in effect from time to time ("GAAP") applied on a consistent basis during
the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by
Form 10-Q of the Commission) and fairly present (subject in the case of unaudited statements to normal, recurring and year-end
audit adjustments) in all material respects the consolidated financial position and status of the business of the Partnership as of the
dates thereof and the consolidated results of its operations and cash flows for the periods then ended. Deloitte & Touche LLP
is an independent registered public accounting firm with respect to the Partnership as required by the Act and the Public
Company Accounting Oversight Board (the "PCAOB") and has not resigned or been dismissed as independent public
accountants of the Partnership as a result of or in connection with any disagreement with the Partnership on any matter of
accounting principles or practices, financial statement disclosure or auditing scope or procedures. The interactive data in
eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Disclosure Package and the
Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the
Commission’s rules and guidelines applicable thereto;

(k) except as contemplated by this Agreement or as previously obtained, no authorization, consent, approval, waiver,
license, qualification or written exemption from, nor any filing, declaration, qualification or registration with, any governmental
authority or any other person is required in connection with the execution, delivery or performance by the Partnership of any of
the Basic Documents to which it is a party, other than (i) registration of the Units under the Act, which has been effected (or,
with respect to any registration statement to be filed hereunder pursuant to Rule 462(b) under the Act, will be effected in accordance herewith), (ii) any necessary qualification under the securities or blue sky laws of the various jurisdictions in which
the Units are being offered by the Underwriters or (iii) the rules of the Primary Stock Exchange;

(l) the Partnership met for the taxable year ended December 31, 2012, and the Partnership expects to meet for the taxable
year ending December 31, 2013, the gross income requirements of Section 7704(c)(2) of the Internal Revenue Code of 1986, as
amended from time to time (the “Code”), and accordingly the Partnership is not, and does not reasonably expect to be, taxed as a
corporation for U.S. federal income tax purposes or for applicable tax purposes;
(m) the Partnership is not, and after giving effect to the sale of the Units contemplated hereby will not be, an “investment company” within the meaning of the Investment Company Act of 1940, as amended;

(n) except as disclosed in the Partnership SEC Documents, the Partnership and its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management’s general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus is in compliance with the Commission’s published rules, regulations and guidelines applicable thereto;

(o) except (i) as set forth in the Partnership Agreement, (ii) as set forth in the other organizational documents of the Partnership and its Subsidiaries, (iii) as set forth in the Registration Statement, the Preliminary Prospectus and the Prospectus and (iv) as provided in the Davison Agreements and the IDR Registration Rights Agreement, (A) there are no preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any capital stock or partnership or other equity interests of the Partnership or any of its Subsidiaries, (B) no person or entity has the right, contractual or otherwise, to cause the Partnership to issue or sell to it any Common Units, (C) no person or entity has the right, contractual or otherwise, to cause the Partnership to register under the Act any Common Units or to include any such Common Units in the Registration Statement or the offering contemplated hereby, and (D) no person or entity has the right to act as an underwriter or financial advisor to the Partnership in connection with the offer and sale of the Units, in each case pursuant to any other agreement or instrument to which the Partnership or any of its Subsidiaries is a party or by which any one of them may be bound;

(p) the Partnership and its Subsidiaries are insured against such losses and risks and in such amounts as the Partnership believes in its sole discretion to be prudent for its businesses taken as a whole. The Partnership does not have any reason to believe that it or any Subsidiary will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business;

(q) each of the Partnership and the Subsidiaries has all necessary licenses, authorizations, consents and approvals and has made all necessary filings required under any applicable Law and has obtained all necessary licenses, authorizations, consents and approvals from other persons, in order to conduct their respective businesses except where the failure to obtain such licenses, authorizations, consents and approvals would not, individually or in the aggregate, reasonably be expected to have a Partnership Material Adverse Effect; neither the Partnership nor any of the Subsidiaries is in violation
of, or in default under, or has received notice of any proceedings relating to revocation or modification of, any such license, authorization, consent or approval or any Law applicable to the Partnership or any of the Subsidiaries, except where such violation, default, revocation or modification would not, individually or in the aggregate, have a Partnership Material Adverse Effect;

(r) except as described in the Partnership SEC Documents, there are no actions, suits, claims, investigations or proceedings pending or, to the Partnership’s knowledge, threatened or contemplated to which the Partnership or any of the Subsidiaries or any of their respective directors or officers is or would be a party or of which any of their respective properties is or would be subject at law or in equity, before or by any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency, or before or by any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, the Primary Stock Exchange), except any such action, suit, claim, investigation or proceeding which, if resolved adversely to the Partnership or any Subsidiary, would not, individually or in the aggregate, have a Partnership Material Adverse Effect;

(s) all pro forma financial statements or data included or incorporated by reference in the Registration Statement, the Preliminary Prospectus, the Prospectus and the Permitted Free Writing Prospectuses, if any, comply with the requirements of the Act and the Exchange Act, and the assumptions used in the preparation of such pro forma financial statements and data are reasonable, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements and data; the other financial and statistical data contained or incorporated by reference in the Registration Statement, the Preliminary Prospectus, the Prospectus and the Permitted Free Writing Prospectuses, if any, are accurately and fairly presented and prepared on a basis consistent with the financial statements and books and records of the Partnership; there are no financial statements (historical or pro forma) that are required to be included or incorporated by reference in the Registration Statement (excluding the exhibits thereto), the Preliminary Prospectus and the Prospectus; and all disclosures contained or incorporated by reference in the Registration Statement, the Preliminary Prospectus, the Prospectus and the Permitted Free Writing Prospectuses, if any, regarding “non-GAAP financial measures” (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K under the Act, to the extent applicable;

(t) except as set forth in or contemplated by the Partnership SEC Documents, since December 31, 2012, the Partnership and its Subsidiaries have conducted their business in the ordinary course, consistent with past practice, and there has been no (i) change that has had or would reasonably be expected to have a Partnership Material Adverse Effect, (ii) acquisition or disposition of any material asset by the Partnership or any of its Subsidiaries or any contract or arrangement therefor, otherwise than for fair value in the ordinary course of business, (iii) material change in the Partnership’s accounting principles, practices or methods or (iv) incurrence of material indebtedness;
(u) the Partnership has obtained for the benefit of the Underwriters the agreement (a “Lock-Up Agreement”), in the form set forth as Exhibit A hereto, of each of its directors, officers (within the meaning of Rule 16a-1(f) under the Exchange Act) and Genesis Energy, LLC;

(v) the Partnership and each of the Subsidiaries have good and marketable title to all property (real and personal) described in the Registration Statement, the Preliminary Prospectus, the Prospectus and the Permitted Free Writing Prospectuses, if any, as being owned by any of them, free and clear of all Liens (except for such Liens as may exist under applicable Law and as may be imposed under the Partnership’s or Subsidiaries’ credit facilities filed as exhibits to the Partnership SEC Documents); all the property described in the Registration Statement, the Preliminary Prospectus, the Prospectus and the Permitted Free Writing Prospectuses, if any, as being held under lease by the Partnership or a Subsidiary is held thereby under valid, subsisting and enforceable leases, except as would not, individually or in the aggregate, have a Partnership Material Adverse Effect;

(w) each of the Partnership and the Subsidiaries owns or possesses all inventions, patent applications, patents, trademarks (both registered and unregistered), trade names, service names, copyrights, trade secrets and other proprietary information described in the Registration Statement, the Preliminary Prospectus, the Prospectus and the Permitted Free Writing Prospectuses, if any, as being owned or licensed by it or which is necessary for the conduct of, or material to, its businesses (collectively, the “Intellectual Property”) except as would not, individually or in the aggregate, have a Partnership Material Adverse Effect, and the Partnership is unaware of any claim to the contrary or any challenge by any other person to the rights of the Partnership or any of the Subsidiaries with respect to the Intellectual Property. Neither the Partnership nor any of the Subsidiaries has infringed or is infringing the intellectual property of a third party, and neither the Partnership nor any Subsidiary has received notice of a claim by a third party to the contrary;

(x) none of the Partnership nor any of the Subsidiaries is engaged in any unfair labor practice; except for matters which would not, individually or in the aggregate, have a Partnership Material Adverse Effect, (i) there is (A) no unfair labor practice complaint pending or, to the Partnership’s knowledge, threatened against the Partnership or any of the Subsidiaries before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under collective bargaining agreements is pending or, to the Partnership’s knowledge, threatened, (B) no strike, labor dispute, slowdown or stoppage pending or, to the Partnership’s knowledge, threatened against the Partnership or any of the Subsidiaries and (C) no union representation dispute currently existing concerning the employees of the Partnership or any of the Subsidiaries, (ii) to the Partnership’s knowledge, no union organizing activities are currently taking place concerning the employees of the Partnership, or any of the Subsidiaries, and
(iii) there has been no violation of any federal, state, local or foreign Law relating to discrimination in the hiring, promotion or pay of employees, any applicable wage or hour Laws or any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") or the rules and regulations promulgated thereunder concerning the employees of the Partnership or any of the Subsidiaries;

(y) the operations of the Partnership and the Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Partnership or the Subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Partnership, pending with respect to Cameron, Sekco, Poseidon or Odyssey or threatened with respect to the Partnership, the Subsidiaries, Cameron, Sekco, Poseidon or Odyssey;

(z) none of the Partnership, any of the Subsidiaries or Cameron nor, to the knowledge of the Partnership, any director, officer, agent, employee, affiliate or person acting on behalf of the Partnership, the Subsidiaries or Cameron is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control;

(aa) the Partnership and the Subsidiaries and their respective properties, assets and operations are in compliance with, and the Partnership and each of the Subsidiaries hold all permits, authorizations and approvals required under, Environmental Laws (as defined below), except to the extent that failure to so comply or to hold such permits, authorizations or approvals would not, individually or in the aggregate, have a Partnership Material Adverse Effect; there are no past, present or, to the Partnership’s knowledge, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to the Partnership or any Subsidiary under, or to interfere with or prevent compliance by the Partnership or any Subsidiary with, Environmental Laws; except as would not, individually or in the aggregate, have a Partnership Material Adverse Effect, neither the Partnership nor any of the Subsidiaries (i) is the subject of any investigation, (ii) has received any notice or claim, (iii) is a party to or affected by any pending or, to the Partnership’s knowledge, threatened action, suit or proceeding, (iv) is bound by any judgment, decree or order or (v) has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or cleanup at any location of any Hazardous Materials (as defined below) except as described in the Partnership SEC Documents or which would not, individually or in the aggregate, have a Partnership Material Adverse Effect (as used herein, "Environmental Law" means any federal, state, local or foreign law, statute, ordinance, rule, regulation, order, decree, judgment, injunction, permit, license, authorization or other binding requirement, or common law, relating to health, safety or the protection, cleanup or restoration of the environment or natural resources, including those relating to the distribution, processing, generation, treatment, storage, disposal,
transportation, other handling or release or threatened release of Hazardous Materials, and “Hazardous Materials” means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law);

(bb) all tax returns required to be filed by the Partnership or any of the Subsidiaries have been timely filed, except for such failure to file which would not, individually or in the aggregate, have a Partnership Material Adverse Effect, and all taxes and other assessments of a similar nature (whether imposed directly or through withholding) including any interest, additions to tax or penalties applicable thereto due or claimed to be due from such entities have been timely paid, other than those being contested in good faith and for which adequate reserves have been provided, or where such failure to pay would not, individually or in the aggregate, have a Partnership Material Adverse Effect;

(cc) neither the Partnership nor any Subsidiary has sent or received any communication regarding termination of, or intent not to renew, any of the material contracts or agreements referred to or described in the Preliminary Prospectus, the Prospectus or any Permitted Free Writing Prospectus, or referred to or described in, or filed as an exhibit to, the Registration Statement or any Incorporated Document, and no such termination or non-renewal has been threatened by the Partnership or any Subsidiary or, to the Partnership’s knowledge, any other party to any such contract or agreement;

(dd) the Partnership has established and maintains and evaluates “disclosure controls and procedures” (as such term is defined in Rule 13a-15 and 15d-15 under the Exchange Act) and “internal control over financial reporting” (as such term is defined in Rule 13a-15 and 15d-15 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Partnership, including its consolidated subsidiaries, is made known to the General Partner’s Chief Executive Officer and its Chief Financial Officer by others within those entities, and such disclosure controls and procedures are effective to perform the functions for which they were established; the Partnership’s independent auditors and the Audit Committee of the Board of Directors of the General Partner have been advised of: (i) all significant deficiencies, if any, in the design or operation of internal controls which could adversely affect the Partnership’s ability to record, process, summarize and report financial data; and (ii) all fraud, if any, whether or not material, that involves management or other employees who have a role in the Partnership’s internal controls; all material weaknesses, if any, in internal controls have been identified to the Partnership’s independent auditors; since the date of the most recent evaluation of such disclosure controls and procedures and internal controls, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses; the principal executive officers (or their equivalents) and principal financial officers (or their equivalents) of the Partnership have made all certifications required by the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”) and any related rules and regulations promulgated by the Commission, and the statements contained in each such certification are complete and correct; the Partnership, the Subsidiaries and the Partnership’s directors and officers are each in compliance in all material respects with all applicable effective provisions of the Sarbanes-Oxley Act and the rules and regulations of the Commission and the Primary Stock Exchange promulgated thereunder;
(ee) all statistical or market-related data included or incorporated by reference in the Registration Statement, the Preliminary Prospectus, the Prospectus and the Permitted Free Writing Prospectuses, if any, are based on or derived from sources that the Partnership reasonably believes to be reliable and accurate, and the Partnership has obtained the written consent to the use of such data from such sources to the extent required;

(ff) except pursuant to this Agreement, neither the Partnership nor any of the Subsidiaries has incurred any liability for any finder’s or broker’s fee or agent’s commission in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby or by the Registration Statement;

(gg) neither the Partnership nor any of the Subsidiaries nor any of their respective directors, officers, affiliates or controlling persons has taken, directly or indirectly, any action designed, or which has constituted or might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Units;

(hh) to the Partnership’s knowledge, there are no affiliations or associations between (i) any member of the FINRA and (ii) the Partnership or any of the Partnership’s officers, directors or 5% or greater security holders or any beneficial owner of the Partnership’s unregistered equity securities that were acquired at any time on or after the 180th day immediately preceding the date either of the Registration Statement was initially filed with the Commission, except as disclosed in the Registration Statement (excluding the exhibits thereto), the Preliminary Prospectus and the Prospectus;

(i) the statements set forth in the Preliminary Prospectus and the Prospectus under the captions “Description of Our Equity Securities,” “Cash Distribution Policy,” “Description of Our Partnership Agreement,” “Investment in Genesis by Employee Benefit Plans,” “Material Income Tax Consequences” and “Material Tax Considerations” insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair;

(jj) neither the Partnership nor any of its Subsidiaries has sustained since the date of the latest audited financial statements incorporated by reference in the Prospectus Supplement any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus Supplement; and, since the respective dates as of which information is given in the Registration Statement and the Prospectus Supplement, there has not been any change in the capital stock or long-term debt of the Partnership or any of its Subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders’ equity or results of operations of the Partnership and its Subsidiaries, otherwise than as set forth or contemplated in the Prospectus Supplement; and
Genesis Marine, LLC, a Delaware limited liability company ("Genesis Marine"), is a citizen of the United States within the meaning of 46 U.S.C. Sec. 50501 for the purpose of operating the vessels in the trades in which Genesis Marine operates its vessels as described in the Prospectus (a "U.S. Citizen"); after giving effect to the consummation of the transactions herein contemplated and the sale of the Units by the Underwriters, Genesis Marine will remain a citizen of the United States within the meaning of 46 U.S.C. Sec. 50501 and qualified to engage in the coastwise trade of the United States.

In addition, any certificate signed by any officer of the Partnership or any of the Subsidiaries and delivered to the Underwriters or counsel for the Underwriters in connection with the offering of the Units shall be deemed to be a representation and warranty by the Partnership, as to matters covered thereby, to each Underwriter.

4. Certain Covenants of the Partnership. The Partnership hereby agrees:

(a) to furnish such information as may be required and otherwise to cooperate in qualifying the Units for offering and sale under the securities or blue sky laws of such states or other jurisdictions as the Representatives may designate and to maintain such qualifications in effect so long as the Representatives may request for the distribution of the Units; provided, however, that the Partnership shall not be required to qualify as a foreign entity or to consent to the service of process under the Laws of any such jurisdiction (except service of process with respect to the offering and sale of the Units); and to promptly advise the Representatives of the receipt by the Partnership of any notification with respect to the suspension of the qualification of the Units for offer or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(b) to make available to the Underwriters, as soon as practicable after this Agreement becomes effective, and thereafter from time to time to furnish to the Underwriters, as many copies of the Prospectus (exclusive of Incorporated Documents) or of the Prospectus as amended or supplemented (exclusive of Incorporated Documents) if the Partnership shall have made any amendments or supplements thereto after the effective date of the Registration Statement as the Underwriters may request for the purposes contemplated by the Act; in case any Underwriter is required to deliver (whether physically or through compliance with Rule 172 under the Act or any similar rule), in connection with the sale of the Units, a prospectus after the nine-month period referred to in Section 10(a)(3) of the Act, or after the time a post-effective amendment to the Registration Statement is required pursuant to Item 512(a) of Regulation S-K under the Act, the Partnership will prepare, at its expense, promptly upon request such amendment or amendments to the Registration Statement and the Prospectus as may be necessary to permit compliance with the requirements of Section 10(a)(3) of the Act or Item 512(a) of Regulation S-K under the Act, as the case may be;
(c) if, at the time this Agreement is executed and delivered, it is necessary or appropriate for a post-effective amendment to
the Registration Statement, or a Registration Statement under Rule 462(b) under the Act, to be filed with the Commission and
become effective before the Units may be sold, the Partnership will use its reasonable best efforts to cause such post-effective
amendment or the Registration Statement to be filed and become effective, and will pay any applicable fees in accordance with
the Act, as soon as reasonably possible; and the Partnership will advise the Representatives, will confirm such advice in writing, (i) when such post-effective amendment or the Registration Statement has
become effective, and (ii) if Rule 430A under the Act is used, when the Prospectus is filed with the Commission pursuant to
Rule 424(b) under the Act (which the Partnership agrees to file in a timely manner in accordance with such Rules);

(d) [Intentionally omitted];

(e) [Intentionally omitted];

(f) to advise the Representatives promptly, confirming such advice in writing, of any request by the Commission for
amendments or supplements to the Registration Statement, the Preliminary Prospectus, the Prospectus or any Permitted Free
Writing Prospectus or for additional information with respect thereto, or of notice of institution of proceedings for, or the entry
of a stop order, suspending the effectiveness of the Registration Statement and, if the Commission should enter a stop order
suspending the effectiveness of the Registration Statement, to use its best efforts to obtain the lifting or removal of such order as
soon as possible; other than a Current Report on Form 8-K disclosing the terms of this Agreement and containing exhibits to the
Registration Statement, for the period of time covered by Section 4(g)

(g) subject to Section 4(f) hereof and subsequent to the date of the Prospectus, to file promptly all reports and documents
and any preliminary or definitive proxy or information statement required to be filed by the Partnership with the Commission in
order to comply with the Exchange Act and for so long as the delivery of a prospectus is required by the Act to be delivered
(whether physically or through compliance with Rule 172 under the Act or any similar rule) in connection with the offering or
sale of the Units;

(h) to advise the Underwriters promptly of the happening of any event within the period during which a prospectus is
required by the Act to be delivered (whether physically or through compliance with Rule 172 under the Act or any similar rule)
in connection with any sale of Units, which event, in the opinion of the Partnership or the Underwriters (upon advice of counsel)
would require the making of any change in the Prospectus then being used so that the Prospectus would not include an untrue
statement
of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading, and to advise the Underwriters promptly if, during such period, it shall become necessary to amend or supplement the Prospectus to cause the Prospectus to comply with the requirements of the Act, and, in each case, during such time, subject to Section 4(f) hereof, to prepare and furnish, at the Partnership’s expense, to the Underwriters promptly such amendments or supplements to such Prospectus as may be necessary to reflect any such change or to effect such compliance;

(i) to make generally available to its Unitholders, and to deliver to the Representatives, an earnings statement (which need not be audited) of the Partnership (which will satisfy the provisions of Section 11(a) of the Act) covering a period of twelve months beginning after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act) (the “Effective Date”) as soon as is reasonably practicable after the Effective Date (it being understood that the Partnership shall have until at least 410 days or, if the fourth quarter following the fiscal quarter that includes the Effective Date is the last fiscal quarter of the Partnership’s fiscal year, 455 days after the end of the Partnership’s current fiscal quarter);

(j) to furnish or make available to the Representatives upon request a reasonable number of copies of the Registration Statement, as initially filed with the Commission, and of all amendments thereto (including all exhibits thereto and documents incorporated by reference therein) and sufficient copies of the foregoing (other than exhibits) for distribution of a copy to each of the other Underwriters;

(k) unless otherwise available through EDGAR, if requested by the Representatives, to furnish to the Representatives as early as practicable prior to the time of purchase and any additional time of purchase, as the case may be, but not later than two business days prior thereto, a copy of the latest available unaudited interim and monthly consolidated financial statements, if any, of the Partnership and the Subsidiaries which have been read by the Partnership’s independent registered public accountants, as stated in their letter to be furnished pursuant to Section 6(b) hereof;

(l) to apply the net proceeds from the sale of the Units in the manner set forth under the caption “Use of Proceeds” in the Preliminary Prospectus;

(m) to pay all costs, expenses, fees and taxes in connection with (i) the preparation and filing of the Registration Statement, the Basic Prospectus, the Preliminary Prospectus, the Prospectus Supplement, the Prospectus, each Permitted Free Writing Prospectus and any amendments or supplements thereto, and the printing and furnishing of copies of each thereof to the Underwriters and to dealers (including costs of mailing and shipment), (ii) the registration, issue, sale and delivery of the Units, (iii) the producing, word processing and/or printing of this Agreement, any Agreement Among Underwriters, any dealer agreements, any Powers of Attorney and any closing documents (including compilations thereof) and the reproduction and/or printing and furnishing of copies of each thereof to the Underwriters and (except closing documents) to dealers (including costs of mailing and shipment), (iv) the qualification of the Units for offering
and sale under state or foreign Laws and the determination of their eligibility for investment under state or foreign Law (including the reasonable legal fees and filing fees and other disbursements of counsel for the Underwriters) and the reasonable printing and furnishing of copies of any blue sky surveys or legal investment surveys to the Underwriters and to dealers, (v) any listing of the Units on any securities exchange or qualification of the Units for quotation on the Primary Stock Exchange and any registration thereof under the Exchange Act, (vi) any filing for review of the public offering of the Units by the FINRA, including the reasonable legal fees and filing fees and other disbursements of counsel to the Underwriters relating to FINRA matters in an amount not to exceed $20,000; (vii) the fees and disbursements of any transfer agent or registrar for the Units, (viii) the costs and expenses of the Partnership relating to presentations or meetings undertaken in connection with the marketing of the offering and sale of the Units to prospective investors and the Underwriters’ sales forces, including, without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations, travel, lodging and other expenses incurred by the officers of the Partnership and any such consultants, and half the cost of any aircraft used by the Partnership in connection with the road show, and (ix) the performance of the Partnership’s other obligations hereunder; provided, however, that the Partnership shall not be responsible for fees of counsel other than counsel to the Partnership and those fees specifically referred to in this Section 4(m).

(n) to comply with Rule 433(d) under the Act (without reliance on Rule 164(b) under the Act) and with Rule 433(g) under the Act;

(o) beginning on the date hereof and ending on, and including, the date that is 45 days after the date of the Prospectus Supplement (as extended pursuant to this Section 4(o), the “Lock-Up Period”), without the prior written consent of Wells Fargo, not to (i) issue, sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act and the rules and regulations of the Commission promulgated thereunder, with respect to, any Common Units or any other securities of the Partnership that are substantially similar to Common Units, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, (ii) file or cause to become effective a registration statement under the Act relating to the offer and sale of any Common Units or any other securities of the Partnership that are substantially similar to Common Units, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Units or any other securities of the Partnership that are substantially similar to Common Units, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, whether any such transaction is to be settled by delivery of Common Units or such other securities, in cash or otherwise or (iv) publicly announce an intention to effect any transaction specified in clause (i), (ii) or (iii), except, in each case, for (A) the registration of the offer and sale of the Units as
contemplated by this Agreement and the sale of the Units to the Underwriters pursuant to this Agreement, (B) issuances of Common Units upon the exercise of options or warrants disclosed as outstanding in the Registration Statement (excluding the exhibits thereto), the Preliminary Prospectus and the Prospectus, (C) the issuance of employee unit stock options, phantom units or dividend equivalent rights that are not exercisable or do not vest, as applicable, during the Lock-Up Period pursuant to benefits plans described in the Registration Statement (excluding the exhibits thereto), the Preliminary Prospectus and the Prospectus, (D) the deemed issuance of Common Units under Section 16 of the Exchange Act upon the cash settlement of phantom units or stock appreciation rights outstanding as of the date of this Agreement, (E) the filing of a registration statement on Form S-8 to register Common Units under benefits plans disclosed in the Registration Statement, the Preliminary Prospectus and the Prospectus, (F) the filing of a universal shelf registration statement on Form S-3 to register Common Units or other Partnership securities, provided that the Partnership shall not issue any Common Units thereunder until expiration of the Lock-Up Period, (G) the issuance of Common Units in a private placement exempt from registration under the Act, provided that the purchaser of such Common Units enters into a Lock-Up Agreement for the remainder of the Lock-Up Period, (H) the pledge of any Common Units or other Partnership securities to secure loans to such persons or entities in connection with any financing transaction to which such persons or entities are parties, provided that such Common Units or other Partnership securities may not be sold or disposed of in connection with the exercise by the lender of any remedies as a secured party until the expiration of the Lock-Up Period, and (I) the issuance of Common Units upon conversion of any Class B Units or Waiver Units;

(p) not, at any time at or after the execution of this Agreement, to, directly or indirectly, offer or sell any Units by means of any “prospectus” (within the meaning of the Act), or use any “prospectus” (within the meaning of the Act) in connection with the offer or sale of the Units, in each case other than the Prospectus and any Permitted Free Writing Prospectus;

(q) not to, and to cause the Subsidiaries not to, take, directly or indirectly, any action designed, or which will constitute, or has constituted, or might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Units;

(r) to use its best efforts to cause the Units to be listed on the Primary Stock Exchange and to maintain the listing of the Common Units, including the Units, on such exchange or any other exchange or primary market that is the Partnership’s Primary Stock Exchange;

(s) to maintain a transfer agent and, if necessary under the jurisdiction of formation of the Partnership, a registrar for the Common Units; and

(t) to cooperate and furnish such information as may be necessary for any filing for review of the public offering of the Units by FINRA.
5. **Reimbursement of Underwriters’ Expenses.** If the Units are not delivered at the time of purchase or additional time of purchase, as the case may be, for any reason other than the termination of this Agreement pursuant to (a) the fifth paragraph of Section 8 hereof or (b) the default by one or more of the Underwriters in its or their respective obligations hereunder, the Partnership shall, in addition to paying the amounts described in Section 4(m) hereof, reimburse the Underwriters for all of their out-of-pocket expenses, including the fees and disbursements of their counsel, reasonably incurred in connection with the registration and offering of the Units.

6. **Conditions of Underwriters’ Obligations.** The several obligations of the Underwriters hereunder are subject to the accuracy of the representations and warranties on the part of the Partnership on the date hereof, at the time of purchase and, if applicable, at the additional time of purchase, the performance by the Partnership of its respective obligations hereunder and to the following additional conditions precedent:

   (a) The Partnership shall furnish to the Representatives at the time of purchase and, if applicable, at the additional time of purchase, an opinion of Akin Gump Strauss Hauer & Feld LLP, counsel for the Partnership, Kristen Jesulaitis, General Counsel of the General Partner, and Liskow & Lewis, counsel for the Partnership, addressed to the Underwriters, and dated the time of purchase or the additional time of purchase, as the case may be, with executed copies for each of the other Underwriters, and in form and substance as set forth in Exhibit B-1, Exhibit B-2 and Exhibit B-3 hereto, respectively, and as otherwise reasonably satisfactory to Andrews Kurth LLP, counsel for the Underwriters.

   (b) The Representatives shall have received from Deloitte & Touche LLP letters dated, respectively, the date of this Agreement, the time of purchase and, if applicable, the additional time of purchase, and addressed to the Underwriters (with executed copies for each of the Underwriters) in the forms reasonably satisfactory to the Representatives, which letters shall cover, without limitation, the various financial disclosures contained in the Registration Statement, the Preliminary Prospectus, the Prospectus and the Permitted Free Writing Prospectuses, if any.

   (c) The Representatives shall have received at the time of purchase and, if applicable, at the additional time of purchase, the opinion of Andrews Kurth LLP, counsel for the Underwriters, dated the time of purchase or the additional time of purchase, as the case may be, in form and substance reasonably satisfactory to the Representatives.

   (d) No Prospectus or amendment or supplement to the Registration Statement or the Prospectus shall have been filed to which the Representatives shall have a right to object under this Agreement and shall have so objected in writing.

   (e) The Registration Statement and any registration statement required to be filed, prior to the sale of the Units, under the Act pursuant to Rule 462(b) shall have been filed and shall have become effective under the Act. The Prospectus Supplement shall have been filed with the Commission pursuant to Rule 424(b) under the Act at or before 4:30 p.m., Houston time, on the second full business day after the date of this Agreement (or such earlier time as may be required under the Act).

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(f) Prior to and at the time of purchase, and, if applicable, the additional time of purchase, (i) no stop order with respect to the effectiveness of the Registration Statement shall have been issued under the Act or proceedings initiated under Section 8(d) or 8(e) of the Act; (ii) the Registration Statement and all amendments thereto shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (iii) neither the Preliminary Prospectus nor the Prospectus, and no amendment or supplement thereto, shall include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading; and (iv) the Disclosure Package, and any amendment or supplement thereto, shall not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading.

(g) The Partnership will, at the time of purchase and, if applicable, at the additional time of purchase, deliver to the Representatives a certificate of its or the General Partner’s Chief Executive Officer, President, Chief Financial Officer or any executive or senior vice president, or any other person with an office of equal or greater status than any of the foregoing, dated the time of purchase or the additional time of purchase, as the case may be, in the form attached as Exhibit C hereto.

(h) The Representatives shall have received each of the signed Lock-Up Agreements referred to in Section 3(u) hereof, and each such Lock-Up Agreement shall be in full force and effect at the time of purchase and the additional time of purchase, as the case may be.

(i) The Partnership shall have furnished to the Representatives such other documents and certificates as to the accuracy and completeness of any statement in the Registration Statement, the Preliminary Prospectus, the Prospectus or any Permitted Free Writing Prospectus as of the time of purchase and, if applicable, the additional time of purchase, as the Representatives may reasonably request.

(j) The Units shall have been approved for listing on the Primary Stock Exchange, subject only to notice of issuance at or prior to the time of purchase or the additional time of purchase, as the case may be.

(k) The Primary Stock Exchange shall not have raised any objection with respect to the fairness or reasonableness of the underwriting, or other arrangements of the transactions, contemplated hereby.

7. Effective Date of Agreement; Termination. This Agreement shall become effective when the parties hereto have executed and delivered this Agreement.
The obligations of the several Underwriters hereunder shall be subject to termination in the absolute discretion of the Representatives, if (i) since the time of execution of this Agreement or the earlier respective dates as of which information is given in the Registration Statement, the Preliminary Prospectus, the Prospectus and the Permitted Free Writing Prospectuses, if any, there has been any change or any development involving a prospective change in the business, properties, management, financial condition or results of operations of the Partnership and the Subsidiaries taken as a whole, the effect of which change or development is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the public offering or the delivery of the Units on the terms and in the manner contemplated in the Registration Statement, the Preliminary Prospectus, the Prospectus and the Permitted Free Writing Prospectuses, if any, or (ii) since the time of execution of this Agreement, there shall have occurred: (A) a suspension or material limitation in trading in securities generally on the NYSE, the NYSE MKT or the NASDAQ; (B) a suspension or material limitation in trading in the Partnership’s securities on the Primary Stock Exchange; (C) a general moratorium on commercial banking activities declared by either federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (D) an outbreak or escalation of hostilities or acts of terrorism involving the United States or a declaration by the United States of a national emergency or war; or (E) any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (A) through (E), is in the sole judgment of the Representatives, so material or adverse as to make it impractical or inadvisable to proceed with the public offering or the delivery of the Units on the terms and in the manner contemplated in the Registration Statement, the Preliminary Prospectus, the Prospectus and the Permitted Free Writing Prospectuses, if any, or (iii) since the time of execution of this Agreement, there shall have occurred any downgrading, or any notice or announcement shall have been given or made of: (X) any intended or potential downgrading or (Y) any watch, review or possible change that does not indicate an affirmation or improvement in the rating accorded any securities of or guaranteed by the Partnership or any Subsidiary by any “nationally recognized statistical rating organization,” as that term is defined in Section 3(a)(62) of the Exchange Act.

If the Representatives elect to terminate this Agreement as provided in this Section 7, the Partnership and each other Underwriter shall be notified promptly in writing.

If the sale to the Underwriters of the Units, as contemplated by this Agreement, is not carried out by the Underwriters for any reason permitted under this Agreement, or if such sale is not carried out because the Partnership shall be unable to comply with any of the terms of this Agreement, the Partnership shall not be under any obligation or liability under this Agreement (except to the extent provided in Sections 4(m), 5 and 9 hereof), and the Underwriters shall be under no obligation or liability to the Partnership under this Agreement (except to the extent provided in Section 9 hereof) or to one another hereunder.

8. Increase in Underwriters’ Commitments. Subject to Sections 6 and 7 hereof, if any Underwriter shall default in its obligation to take up and pay for the Firm Units to be purchased by it hereunder (otherwise than for a failure of a condition set forth in Section 6 hereof or a reason sufficient to justify the termination of this Agreement under the provisions of Section 7 hereof) and if the number of Firm Units which all Underwriters so defaulting shall

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have agreed but failed to take up and pay for does not exceed 10% of the total number of Firm Units, the non-defaulting Underwriters (including the Underwriters, if any, substituted in the manner set forth below) shall take up and pay for (in addition to the aggregate number of Firm Units they are obligated to purchase pursuant to Section 1 hereof) the number of Firm Units agreed to be purchased by all such defaulting Underwriters, as hereinafter provided. Such Units shall be taken up and paid for by such non-defaulting Underwriters in such amount or amounts as the Representatives may designate with the consent of each Underwriter so designated or, in the event no such designation is made, such Units shall be taken up and paid for by all non-defaulting Underwriters pro rata in proportion to the aggregate number of Firm Units set forth opposite the names of such non-defaulting Underwriters in Schedule A.

Without relieving any defaulting Underwriter from its obligations hereunder, the Partnership agrees with the non-defaulting Underwriters that the Partnership will not sell any Firm Units hereunder unless all of the Firm Units are purchased by the Underwriters (or by substituted Underwriters selected by the Representatives with the approval of the Partnership or selected by the Partnership with the Representatives’ approval).

If a new Underwriter or Underwriters are substituted by the Underwriters or by the Partnership for a defaulting Underwriter or Underwriters in accordance with the foregoing provision, the Partnership or the Representatives shall have the right to postpone the time of purchase for a period not exceeding five business days in order that any necessary changes in the Registration Statement and the Prospectus and other documents may be effected.

The term “Underwriter” as used in this Agreement shall refer to and include any Underwriter substituted under this Section 8 with like effect as if such substituted Underwriter had originally been named in Schedule A hereto.

If the aggregate number of Firm Units which the defaulting Underwriter or Underwriters agreed to purchase exceeds 10% of the total number of Firm Units which all Underwriters agreed to purchase hereunder, and if neither the non-defaulting Underwriters nor the Partnership shall make arrangements within the five business day period stated above for the purchase of all the Firm Units which the defaulting Underwriter or Underwriters agreed to purchase hereunder, this Agreement shall terminate without further act or deed and without any liability on the part of the Partnership to any Underwriter and without any liability on the part of any non-defaulting Underwriter to the Partnership. Nothing in this paragraph, and no action taken hereunder, shall relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.


(a) The Partnership agrees to indemnify, defend and hold harmless each Underwriter, its partners, directors and officers, and any person who controls any Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, selling agents, and any affiliates of such Underwriter who have, or who are alleged to have, participated in the distribution of the Units as underwriters (such affiliates being referred to herein as “Participating Affiliates”), and the successors and assigns of all of the foregoing persons, from and against any loss, damage, expense, liability or claim...
(including the reasonable cost of investigation) which, jointly or severally, any such Underwriter or any such person may incur under the Act, the Exchange Act, the common law or otherwise, insofar as such loss, damage, expense, liability or claim arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or in the Registration Statement as amended by any post-effective amendment thereof by the Partnership) or arises out of or is based upon any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as any such loss, damage, expense, liability or claim arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in, and in conformity with information specified in Section 10 hereof furnished in writing by or on behalf of such Underwriter through the Representatives to the Partnership expressly for use in, the Registration Statement or arises out of or is based upon any omission or alleged omission to state a material fact in the Registration Statement in connection with such information, which material fact was not contained in such information and which material fact was required to be stated in the Registration Statement or was necessary to make such information not misleading or (ii) any untrue statement or alleged untrue statement of a material fact included in any Prospectus (the term Prospectus for the purpose of this Section 9 being deemed to include the Basic Prospectus, the Preliminary Prospectus, the Prospectus Supplement, the Prospectus and any amendments or supplements to the foregoing), in any Permitted Free Writing Prospectus, in any “issuer information” (as defined in Rule 433 under the Act) of the Partnership or in the Prospectus together with any combination of one or more of the Permitted Free Writing Prospectuses, if any, or arises out of or is based upon any omission or alleged omission to state a material fact in such information, which material fact was not contained in such information and which material fact was necessary in order to make the statements therein not misleading.

(b) Each Underwriter severally agrees to indemnify, defend and hold harmless the Partnership, its respective directors and officers, and any person who controls the Partnership within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and the successors and assigns of all of the foregoing persons, from and against any loss, damage, expense, liability or claim (including the reasonable cost of investigation) which, jointly or severally, the Partnership or any such person may incur under the Act, the Exchange Act, the common law or otherwise, insofar as such loss, damage, expense, liability or claim arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in, and in conformity with information specified in

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Section 10 hereof furnished in writing by or on behalf of such Underwriter through the Representatives to the Partnership expressly for use in, the Registration Statement (or in the Registration Statement as amended by any post-effective amendment thereof by the Partnership), or arises out of or is based upon any omission or alleged omission to state a material fact in the Registration Statement in connection with such information, which material fact was not contained in such information and which material fact was required to be stated in the Registration Statement or was necessary to make such information not misleading or (ii) any untrue statement or alleged untrue statement of a material fact contained in, and in conformity with information specified in Section 10 hereof furnished in writing by or on behalf of such Underwriter through the Representatives to the Partnership expressly for use in, the Prospectus or a Permitted Free Writing Prospectus, or arises out of or is based upon any omission or alleged omission to state a material fact in the Prospectus or Permitted Free Writing Prospectus in connection with such information, which material fact was not contained in such information and which material fact was necessary in order to make the statements in such information, in the light of the circumstances under which they were made, not misleading.

(c) If any action, suit or proceeding (each, a “Proceeding”) is brought against a person (an “indemnified party”) in respect of which indemnity may be sought against the Partnership or an Underwriter (as applicable, the “indemnifying party”) pursuant to subsection (a) or (b), respectively, of this Section 9, such indemnified party shall promptly notify such indemnifying party in writing of the institution of such Proceeding and such indemnifying party shall assume the defense of such Proceeding, including the employment of counsel reasonably satisfactory to such indemnified party and payment of all fees and expenses; provided, however, that the omission to so notify such indemnifying party shall not relieve such indemnifying party from any liability which such indemnifying party may have to the indemnified party unless and to the extent it did not otherwise learn of such Proceeding and such omission results in the forfeiture by the indemnifying party of substantial rights and defenses, and will not, in any event, relieve the indemnifying party from any obligations to an indemnified party other than the indemnifying party’s indemnification obligations provided in (a) or (b) above. The indemnified party or parties shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of such indemnified party or parties unless the employment of such counsel shall have been authorized in writing by the indemnifying party in connection with the defense of such Proceeding or the indemnifying party shall not have, within a reasonable period of time in light of the circumstances, employed counsel to defend such Proceeding or such indemnified party or parties shall have reasonably concluded that there may be defenses available to it or them which are different from, additional to or in conflict with those available to such indemnifying party (in which case such indemnifying party shall not have the right to direct the defense of such Proceeding on behalf of the indemnified party or parties), in any of which events such fees and expenses shall be borne by such indemnifying party and paid as incurred (it being understood, however, that such indemnifying party shall not be liable for the expenses of more than one separate counsel (in addition to any local counsel) in any one Proceeding or series of related Proceedings in the same jurisdiction representing the indemnified parties who are parties to such Proceeding). The indemnifying party shall not be liable for any settlement of any
Proceeding effected without its written consent but, if settled with its written consent, such indemnifying party agrees to indemnify and hold harmless the indemnified party or parties from and against any loss or liability by reason of such settlement. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second sentence of this Section 9(c), then the indemnifying party agrees that it shall be liable for any settlement of any Proceeding effected without its written consent if (i) such settlement is entered into more than 60 business days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall not have fully reimbursed the indemnified party in accordance with such request prior to the date of such settlement and (iii) such indemnified party shall have given the indemnifying party at least 30 days’ prior notice of its intention to settle. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened Proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such Proceeding and does not include an admission of fault or culpability or a failure to act by or on behalf of such indemnified party.

(d) If the indemnification provided for in this Section 9 is unavailable to an indemnified party under subsections (a) or (b) of this Section 9 or insufficient to hold an indemnified party harmless in respect of any losses, damages, expenses, liabilities or claims referred to therein, then each applicable indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, damages, expenses, liabilities or claims (i) in such proportion as is appropriate to reflect the relative benefits received by the Partnership, on the one hand, and the Underwriters, on the other hand, from the offering of the Units or (ii) if the allocation provided by clause (i) above is not permitted by applicable Law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Partnership, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, damages, expenses, liabilities or claims, as well as any other relevant equitable considerations. The relative benefits received by the Partnership, on the one hand, and the Underwriters, on the other hand, shall be deemed to be in the same respective proportions as the total proceeds from the offering (net of underwriting discounts and commissions but before deducting expenses) received by the Partnership, and the total underwriting discounts and commissions received by the Underwriters, bear to the aggregate public offering price of the Units. The relative fault of the Partnership and the Underwriters shall be determined by reference to, among other things, whether the untrue statement or alleged untrue statement of a material fact or omission or alleged omission relates to information supplied by the Partnership or by the Underwriters and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, damages, expenses, liabilities and claims referred to in this subsection shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with investigating, preparing to defend or defending any Proceeding.
(c) The Partnership and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in subsection (d) above. Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Units underwritten by such Underwriter and distributed to the public were offered to the public exceeds the amount of any damage which such Underwriter has otherwise been required to pay by reason of such untrue statement or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters’ and the Partnership’s respective obligations to contribute pursuant to this Section 9 are several in proportion to their respective underwriting commitments and sales commitments, respectively, and not joint.

(f) The indemnity and contribution agreements contained in this Section 9 and the covenants, warranties and representations of the Partnership contained in this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of any Underwriter, its partners, directors or officers, selling agents, or any person (including each partner, officer or director of such person), who controls any Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and Participating Affiliates or by or on behalf of the Partnership, its respective directors or officers, selling agents, or any person who controls the Partnership within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, and shall survive any termination of this Agreement or the issuance and delivery of the Units. The Partnership and each Underwriter agree promptly to notify each other of the commencement of any Proceeding against it and, in the case of the Partnership, against any of the Partnership’s officers or directors in connection with the issuance and sale of the Units, or in connection with the Registration Statement, the Basic Prospectus, the Preliminary Prospectus, the Prospectus or any Permitted Free Writing Prospectus.

10. Information Furnished by the Underwriters. The statements set forth in the last paragraph on the cover page of the Prospectus and the statements set forth in (i) the first paragraph of the subsection entitled “Underwriting Discount and Expenses” and (ii) the subsection entitled “Price Stabilization, Short Positions and Penalty Bids,” in each case under the caption “Underwriting” in the Preliminary Prospectus and the Prospectus, only insofar as such statements relate to the amount of selling concession and reallowance or to stabilization activities that may be undertaken by the Underwriters, constitute the only information furnished by or on behalf of the Underwriters, as such information is referred to in Sections 3 and 9 hereof.

11. Notices. Except as otherwise herein provided, all statements, requests, notices and agreements shall be in writing or by telegram or facsimile and, if to the Underwriters, shall be sufficient in all respects if delivered or sent to Wells Fargo Securities, LLC, 375 Park Avenue, 4th Floor, New York, New York 10152, Attention: Equity Syndicate Department (Fax No. (212) 214-5918); Merrill Lynch, Pierce, Fenner & Smith Incorporated, One Bryant Park, New York, New York 10036, Attention: Syndicate Department; Citigroup Global Markets Inc., 388
Greenwich Street, New York, New York 10013, Attention: General Counsel (Fax No. (212) 816-7912); Deutsche Bank Securities Inc., 60 Wall Street, 4th Floor, New York, New York 10005, Attention: Equity Capital Markets — Syndicate Desk (fax no.: (212) 797-9344), with a copy to Deutsche Bank Securities Inc., 60 Wall Street, 36th Floor, New York, New York 10005, Attention: General Counsel, (fax no.: (212) 797-4564); RBC Capital Markets, LLC, Three World Financial Center, 200 Vesey Street, 8th Floor, New York, New York 10281, Attention: Equity Syndicate; BMO Capital Markets Corp., Three World Financial Center, 200 Vesey Street, 8th Floor, New York, New York 10281, Attention: Equity Syndicate; BMO Capital Markets Corp., 3 Times Square, New York, New York 10036, Attention: Equity Syndicate Department, Fax: 212-885-4165; and, if to the Partnership, shall be sufficient in all respects if delivered or sent to the Partnership at the offices of the Partnership at 919 Milam, Suite 2100, Houston, Texas 77002, Attention: Chief Executive Officer.

12. Governing Law; Construction. This Agreement and any claim, counterclaim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Agreement (“Claim”), directly or indirectly, shall be governed by, and construed in accordance with, the Laws of the State of New York. The section headings in this Agreement have been inserted as a matter of convenience of reference and are not a part of this Agreement.

13. Submission to Jurisdiction. Except as set forth below, no Claim may be commenced, prosecuted or continued in any court other than the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have jurisdiction over the adjudication of such matters, and the Partnership consents to the jurisdiction of such courts and personal service with respect thereto. The Partnership hereby consents to personal jurisdiction, service and venue in any court in which any Claim arising out of or in any way relating to this Agreement is brought by any third party against any Underwriter or any indemnified party. Each Underwriter and the Partnership (on its behalf and, to the extent permitted by applicable Law, on behalf of its Unitholders and affiliates) waive all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) in any way arising out of or relating to this Agreement. The Partnership agrees that a final judgment in any such action, proceeding or counterclaim brought in any such court shall be conclusive and binding upon the Partnership and may be enforced in any other courts to the jurisdiction of which the Partnership is or may be subject, by suit upon such judgment.

14. Parties at Interest. The Agreement herein set forth has been and is made solely for the benefit of the Underwriters and the Partnership and to the extent provided in Section 9 hereof the selling agents, controlling persons, partners, directors and officers referred to in such Section, and their respective successors, assigns, heirs, personal representatives and executors and administrators. No other person, partnership, association or corporation (including a purchaser, as such purchaser, from any of the Underwriters) shall acquire or have any right under or by virtue of this Agreement.

15. No Fiduciary Relationship. The Partnership hereby acknowledges that the Underwriters are acting solely as underwriters in connection with the purchase and sale of the Units. The Partnership further acknowledges that the Underwriters are acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm’s length basis, and in no event do the parties intend that the Underwriters act or be responsible as a fiduciary to the Partnership, its management, security holders or creditors or any other person in connection.
with any activity that the Underwriters may undertake or have undertaken in furtherance of the purchase and sale of the Units, either
before or after the date hereof. The Underwriters hereby expressly disclaim any fiduciary or similar obligations to the Partnership,
either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the
Partnership hereby confirms its understanding and agreement to that effect. The Partnership and the Underwriters agree that they are
each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views
expressed by the Underwriters to the Partnership regarding such transactions, including, but not limited to, any opinions or views with
respect to the price or market for the Units, do not constitute advice or recommendations to the Partnership. The Partnership hereby
waives and releases, to the fullest extent permitted by Law, any claims that the Partnership may have against the Underwriters with
respect to any breach or alleged breach of any fiduciary or similar duty to the Partnership in connection with the transactions
contemplated by this Agreement or any matters leading up to such transactions.

16. Counterparts. This Agreement may be signed by the parties in one or more counterparts which together shall constitute one
and the same agreement among the parties.

17. Successors and Assigns. This Agreement shall be binding upon the Underwriters, and the Partnership and their successors
and assigns and any successor or assign of any substantial portion of the Partnership’s and any of the Underwriters’ respective
businesses and/or assets.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]
If the foregoing correctly sets forth the understanding among the Partnership and the several Underwriters, please so indicate in the space provided below for that purpose, whereupon this Agreement and the Representatives’ acceptance shall constitute a binding agreement among the Partnership and the Underwriters, severally.

Very truly yours,

GENESIS ENERGY, L.P.

By: Genesis Energy, LLC,
its general partner

By: /s/ Grant E. Sims
Name: Grant E. Sims
Title: Chief Executive Officer

Signature Page to Underwriting Agreement
Accepted and agreed to as of the date first above written, on behalf of itself and the other several Underwriters named in Schedule A

WELLS FARGO SECURITIES, LLC

By: /s/ David Herman
   Name: David Herman
   Title: Director

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: /s/ Mark Sooby
   Name: Mark Sooby
   Title: MD

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Robert Waldron
   Name: Robert Waldron
   Title: Vice President, Investment Banking

DEUTSCHE BANK SECURITIES INC.

By: /s/ Francis M. Windels
   Name: Francis M. Windels
   Title: Managing Director

By: /s/ John Reed
   Name: John Reed
   Title: Director

Signature Page to Underwriting Agreement
RBC Capital Markets, LLC

By: /s/ Jennifer Caruso
   Name: Jennifer Caruso
   Title: Director

BMO Capital Markets Corp.

By: /s/ Jonathan B. Hough
   Name: Jonathan B. Hough
   Title: Director

Signature Page to Underwriting Agreement
<table>
<thead>
<tr>
<th>Underwriter</th>
<th>Number of Firm Units</th>
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<tbody>
<tr>
<td>Wells Fargo Securities, LLC</td>
<td>1,000,000</td>
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<tr>
<td>Merrill Lynch, Pierce, Fenner &amp; Smith Inc.</td>
<td>1,000,000</td>
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<tr>
<td>Citigroup Global Markets Inc.</td>
<td>750,000</td>
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<tr>
<td>Deutsche Bank Securities Inc.</td>
<td>750,000</td>
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<tr>
<td>RBC Capital Markets, LLC.</td>
<td>750,000</td>
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<tr>
<td>BMO Capital Markets Corp</td>
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<tr>
<td>Robert W. Baird &amp; Co. Incorporated</td>
<td>200,000</td>
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<td>Raymond James &amp; Associates, Inc</td>
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<td>Janney Montgomery Scott LLC</td>
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<td><strong>Total</strong></td>
<td><strong>5,000,000</strong></td>
</tr>
</tbody>
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Schedule A-1
SCHEDULE B

Permitted Free Writing Prospectuses

None.

Schedule B-1
SCHEDULE C

Price to Public: $47.51
Number of Units Offered: 5,000,000

Schedule C-1
SCHEDULE D

Significant Subsidiaries

1. Genesis Crude Oil, L.P.
2. Genesis Pipeline USA, L.P.
3. Genesis Davison, LLC
4. Davison Petroleum Supply, LLC
5. TDC, L.L.C.
6. Genesis NEJD Holdings, LLC
7. Genesis NEJD Pipeline, LLC
8. Genesis Marine, LLC

Schedule D-1
EXHIBIT A

LOCK-UP AGREEMENT

Wells Fargo Securities, LLC
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Citigroup Global Markets Inc.
Deutsche Bank Securities Inc.
RBC Capital Markets, LLC
BMO Capital Markets Corp.,
as Representatives of the several Underwriters
named in Schedule A hereto
c/o Wells Fargo Securities, LLC
375 Park Avenue
New York, New York 10152

Ladies and Gentlemen:

This Lock-Up Agreement is being delivered to you in connection with the proposed Underwriting Agreement (the “Underwriting Agreement”) to be entered into by Genesis Energy, L.P., a Delaware limited partnership (the “Partnership”), and Wells Fargo Securities, LLC (“Wells Fargo”), Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., Deutsche Bank Securities Inc., RBC Capital Markets, LLC and BMO Capital Markets Corp. (collectively with Wells Fargo, the “Representatives”) and the other underwriters named in Schedule A to the Underwriting Agreement, with respect to the public offering (the “Offering”) of common units representing limited partner interests in the Partnership (the “Common Units”).

In order to induce the Representatives to enter into the Underwriting Agreement, the undersigned agrees that, for a period (the “Lock-Up Period”) beginning on the date hereof and ending on, and including, the date that is 45 days after the date of the final prospectus supplement relating to the Offering, the undersigned will not, without the prior written consent of Wells Fargo, (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or file (or participate in the filing of) a registration statement with the Securities and Exchange Commission (the “Commission”) in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder (the “Exchange Act”) with respect to, any Common Units or any other securities of the Partnership that are substantially similar to Common Units, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Units or any other securities of the Partnership that are substantially similar to Common Units, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing,
whether any such transaction is to be settled by delivery of Common Units or such other securities, in cash or otherwise or
(iii) publicly announce an intention to effect any transaction specified in clause (i) or (ii). The foregoing sentence shall not apply to
(a) the registration of the offer and sale of Common Units as contemplated by the Underwriting Agreement and the sale of the
Common Units to the Underwriters (as defined in the Underwriting Agreement) in the Offering, (b) bona fide gifts, provided the
recipient thereof agrees in writing with the Underwriters to be bound by the terms of this Lock-Up Agreement, (c) dispositions to any
trust for the direct or indirect benefit of the undersigned and/or the immediate family of the undersigned, provided that such trust
agrees in writing with the Underwriters to be bound by the terms of this Lock-Up Agreement, (d) the sale, assignment or transfer of
Common Units or other Partnership securities in a private placement, provided the recipient thereof agrees in writing with the
Underwriters to be bound by the terms of this Lock-Up Agreement, (e) the pledge of any Common Units or other Partnership
securities to secure loans to such persons or entities in connection with any financing transaction to which such persons or entities are
parties, provided that such Common Units or other Partnership securities may not be sold or disposed of in connection with the
exercise by the lender of any remedies as a secured party until the expiration of the Lock-Up Period, (f) existing pledges pursuant to
loan or similar agreements in effect on the date hereof, as amended from time to time, or any successor to any such agreement, or any
transfers pursuant to any such agreement, (g) distributions to members, stockholders or partners, provided that the recipient of such
Common Units or other class of Partnership securities agrees to be bound by the terms of this agreement for the remainder of the
Lock-Up Period, (h) the deemed disposition of Common Units under Section 16 of the Exchange Act upon the cash settlement of
phantom units or stock appreciation rights outstanding as of the date of this Agreement, and (i) the conversion of Class B Units or
Waiver Units (each as defined in the Underwriting Agreement) into Common Units. For purposes of this paragraph, “immediate
family” shall mean the undersigned and the spouse, any lineal descendent, father, mother, brother or sister of the undersigned.

The undersigned further agrees that, for the Lock-Up Period, the undersigned will not, without the prior written consent of Wells
Fargo, make any demand for, or exercise any right with respect to, the registration of Common Units or any securities convertible into
or exercisable or exchangeable for Common Units, or warrants or other rights to purchase Common Units or any such securities.1

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1 With respect to Genesis Energy, LLC, the following sentence shall be inserted: For the avoidance of doubt, nothing herein shall
restrict the Partnership or the General Partner of the Partnership from taking any action permitted by Section 4(o) of the
Underwriting Agreement.
The undersigned hereby confirms that the undersigned has not, directly or indirectly, taken, and hereby covenants that the undersigned will not, directly or indirectly, take, any action designed, or which has constituted or will constitute or might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of Common Units.

*   *   *

A-3
If (i) the Partnership notifies the Representatives in writing that it does not intend to proceed with the Offering, (ii) the registration statement filed with the Commission with respect to the Offering is withdrawn or (iii) for any reason the Underwriting Agreement shall be terminated prior to the “time of purchase” (as defined in the Underwriting Agreement), this Lock-Up Agreement shall be terminated and the undersigned shall be released from the undersigned’s obligations hereunder.

Yours very truly,

__________________________________________
Name:

A-4
EXHIBIT B-1

OPINION OF AKIN GUMP STRAUSS HAUER & FELD, LLP

1. (a) The General Partner is validly existing as a limited liability company and is in good standing under the laws of the State of Delaware.
   (b) The Partnership is validly existing as a limited partnership and is in good standing under the laws of the State of Delaware.
   (c) Fuel Masters, LLC (“Fuel Masters”) is validly existing as a limited liability company and is in good standing under the laws of the State of Texas.
   (d) Each Significant Subsidiary other than Fuel Masters, is validly existing as a corporation, limited liability company or limited partnership, as applicable, in good standing under the laws of the State of Delaware.
   (e) Each of the Partnership Entities is duly qualified as a foreign corporation, limited liability company or limited partnership, as applicable, in the jurisdictions so identified on Schedule C to such opinion. Each of the Partnership Entities has all requisite entity power to own its respective properties and conduct its business, in each case in all material respects, as described in the Preliminary Prospectus and the Prospectus. The Partnership has the partnership power and authority necessary to execute and deliver, incur and perform any obligations it may have under the Underwriting Agreement and the Partnership Agreement. The General Partner has the limited liability company power and authority necessary to act as the general partner of the Partnership.

2. As of the date hereof, the issued and outstanding limited partner interests of the Partnership (prior to the issuances of any Units pursuant to the Underwriting Agreement) consist of 82,900,988 Common Units, 39,997 Common Units—Class B (“Class B Units”) and 1,738,233 Waiver Units—Class 4 (“Waiver Units”). All outstanding Common Units, Class B Units and Waiver Units and, in each case, the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement, and are fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnershi Act (the “Delaware LP Act”)).

3. The Units to be issued and sold to the Underwriters by the Partnership pursuant to the Underwriting Agreement and the limited partner interests represented thereby have been duly authorized in accordance with the Partnership Agreement and, when issued and delivered to the Underwriters against payment therefor in accordance with the terms of the Underwriting Agreement, will be validly issued, fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act).
4. The General Partner (i) is the sole general partner of the Partnership and owns (of record) a non-economic general partner interest in the Partnership and (ii) is the sole general partner of Genesis Crude Oil, L.P., a Delaware limited partnership (the “Operating Partnership”) and owns (of record) a 0.01% general partner interest in the Operating Partnership. The General Partner owns a non-economic general partner interest in Genesis Pipeline USA, L.P. Other than the general partner interests described in the preceding sentences, the Partnership, directly or indirectly, owns (of record) 100% of the limited partner interest, limited liability company interest or other equity interest in each Significant Subsidiary. Each such general partner interest, limited partner interest, limited liability company interest and other equity interest has been duly authorized and validly issued in accordance with the Constitutive Documents of the Partnership and each respective Significant Subsidiary, is fully paid (to the extent required under its respective Constitutive Documents) and non-assessable (except (x) with respect to those Significant Subsidiaries that are Delaware limited partnerships, as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act, (y) with respect to those Significant Subsidiaries that are Delaware limited liability companies, as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act (the “Delaware LLC Act”), or (z) with respect to Fuel Masters, as such nonassessability may be affected by Sections 101.206 and 101.613 of the Texas Business Organizations Code (the “Texas BOC”)), and, in each case, is owned as specified in the three preceding sentences, free and clear of all liens, encumbrances, security interests, charges or claims (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware or the State of Texas (with respect to equity interests owned by Fuel Masters) naming the General Partner, the Partnership or any Significant Subsidiary as a “debtor” was on file as of September , 2013 in the office of the Secretary of State of the State of Delaware or as of September , 2013 in the office of the Secretary of State of the State of Texas (with respect to equity interests owned by Fuel Masters) or (ii) otherwise known to us, in the case of (i) and (ii), other than those (A) created under the Delaware LP Act, the Delaware LLC Act, the Delaware General Corporation Law (the “DGCL”) or the Texas BOC, (B) created in connection with the Partnership’s or the Significant Subsidiaries’ credit facilities constituting SEC Documents, (C) created by the Constitutive Documents of the Partnership Entities, or (D) as disclosed in the Preliminary Prospectus Supplement and the Final Prospectus Supplement.

5. Except as described in the Preliminary Prospectus and the Prospectus or, in the case of transfer restrictions, options to purchase, other rights to subscribe or to purchase, voting restrictions and preemptive rights, created by the Constitutive Documents of any Partnership Entity, there are no options, warrants, preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any equity interests in any Partnership Entity pursuant to any Constitutive Document of any Partnership Entity or any other SEC Document, other than those restrictions upon the transfer of equity interests created in connection with the Partnership’s or the Significant Subsidiaries’ credit facilities constituting SEC Documents. Neither (i) the filing of the Registration Statement nor (ii) the offering or sale of the Units as contemplated by the Underwriting Agreement gives rise under any SEC Document to any rights for or relating to the registration under the Act of any Common Units or other securities of any Partnership Entity other than those that either have been waived or are described in the Preliminary Prospectus and the Prospectus.
6. The Partnership has all requisite partnership power and authority to issue, sell and deliver the Units, in accordance with and upon the terms and conditions set forth in the Underwriting Agreement and the Partnership Agreement.

7. The Underwriting Agreement has been duly authorized, executed and delivered by the Partnership.

8. The Partnership Agreement has been duly authorized, executed and delivered by the General Partner and is a valid and legally binding agreement of the General Partner, enforceable against the General Partner in accordance with its terms.

9. None of the offering, issuance and sale by the Partnership of the Units, the execution, delivery and performance of the Underwriting Agreement by the Partnership or the performance of the actions required to be taken by the Partnership pursuant to the Underwriting Agreement conflicts or will conflict with or constitute or will constitute a breach or violation of or a default (or an event which, with notice or lapse of time or both, would constitute such a default) under, or results or will result in the creation or imposition of any lien, charge, claim, encumbrance or other security interest upon any property or assets of any of the Partnership Entities (other than those created in connection with the Partnership’s or the Significant Subsidiaries’ credit facilities constituting SEC Documents) pursuant to, (i) any Constitutive Document of any of the Partnership Entities, (ii) any SEC Document, (iii) the Delaware LP Act, the DGCL, the Delaware LLC Act, the laws of the State of Texas or federal law or (iv) any order, judgment, decree or injunction of any court or governmental agency or body known to us directed to any of the Partnership Entities or any of their properties in a proceeding to which any of them or their property is a party; provided, however, that no opinion is expressed pursuant to this paragraph with respect to federal securities laws and other anti-fraud laws.

10. No permit, consent, approval, authorization, order, registration, filing or qualification (“consent”) of or with any court or governmental agency or body under the Delaware LP Act, the Delaware LLC Act, the DGCL, Texas law or federal law is required in connection with the offering, issuance and sale by the Partnership of the Units, the execution, delivery and performance of the Underwriting Agreement by the Partnership or the performance of the actions required to be taken by the Partnership pursuant to the Underwriting Agreement, other than (i) such consents required under state securities or “Blue Sky” laws, (ii) such consents that have been obtained or made, and (iii) filings with the Commission required in the performance by the Partnership of its obligations under Sections 4(b), (c), (f), (g), (h) and (m) of the Underwriting Agreement.

11. The statements set forth in the Preliminary Prospectus and the Prospectus under the captions “Price Range of Common Units and Distributions,” “Description of Our Equity Securities—Our Common Units,” “Cash Distribution Policy,” “Description of Our Partnership Agreement,” “Material Tax Considerations” and “Material Income Tax
For purposes of this letter, we have assumed the information in the Prospectus Supplement of the type referred to in Rule 430B(f)(1) of the General Rules and Regulations under the Act was deemed to be a part of and included in the Registration Statement pursuant to such Rule 430B(f)(1) as of the date of the Underwriting Agreement; such date (the "Specified Effective Date"), in accordance with said Rule 430B(f), constitutes a new effective date with respect to such portions of such Registration Statement as provided for therein. Our identification of documents and information as part of the Disclosure Package has been at your request and with your approval. Such identification is for the limited purpose of making the statements set forth in this letter and is not the expression of a view by us as to whether any such information has been or should have been conveyed to investors generally or to any particular investors at any particular time or in any particular manner.

Because the primary purpose of our professional engagement was not to establish or confirm factual matters or financial and accounting information, and because many determinations involved in the preparation of the Registration Statement, the Preliminary Prospectus and the Prospectus are of a wholly or partially non-legal character, except as expressly set forth in paragraph (11) of this letter, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus, and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements.

For purposes of this letter, we have assumed the information in the Prospectus Supplement of the type referred to in Rule 430B(f)(1) of the General Rules and Regulations under the Act was deemed to be a part of and included in the Registration Statement pursuant to such Rule 430B(f)(1) as of the date of the Underwriting Agreement; such date (the "Specified Effective Date"), in accordance with said Rule 430B(f), constitutes a new effective date with respect to such portions of such Registration Statement as provided for therein. Our identification of documents and information as part of the Disclosure Package has been at your request and with your approval. Such identification is for the limited purpose of making the statements set forth in this letter and is not the expression of a view by us as to whether any such information has been or should have been conveyed to investors generally or to any particular investors at any particular time or in any particular manner.

Because the primary purpose of our professional engagement was not to establish or confirm factual matters or financial and accounting information, and because many determinations involved in the preparation of the Registration Statement, the Preliminary Prospectus and the Prospectus are of a wholly or partially non-legal character, except as expressly set forth in paragraph (11) of this letter, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus, and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements.

However, in the course of our acting as counsel to the Partnership in connection with the preparation of the Registration Statement, the Prospectus and the Disclosure Package, we have reviewed each such document and have participated in conferences and telephone conversations with representatives of the Partnership, representatives of the independent public accountants for the Partnership, representatives of the Underwriters and representatives of the Underwriters’ counsel, during which conferences and conversations the contents of such documents and related matters were discussed.
Based on our participation in such conferences and conversations, our review of the documents described above, our understanding of the U.S. federal securities laws and the experience we have gained in our practice thereunder, we advise you that:

(a) The Registration Statement (as of the date of the Underwriting Agreement), the Preliminary Prospectus (as of its date) and the Prospectus (as of its date) appeared on its face to be appropriately responsive in all material respects with the requirements of the Act except that we express no view as to the antifraud provisions of the Act or the financial statements, the notes and schedules thereto and other financial and accounting information included or incorporated by reference in the Registration Statement, the Preliminary Prospectus Supplement or the Final Prospectus Supplement. The Incorporated Documents, at the time that they were filed (other than the financial statements, the notes and schedules thereto and other financial and accounting information included in the Incorporated Documents, as to which we express no opinion) appear on their face to comply as to form in all material respects with the requirements of the Exchange Act except that we express no view as to the antifraud provisions of the Exchange Act. We have no knowledge of any documents that are required to be filed under the Act (but are not filed) as exhibits to the Registration Statement, or of any documents under the Act that are required to be (but are not) summarized in the Preliminary Prospectus or the Prospectus, except, in each case, we express no view as to (i) the antifraud provisions of the Act and (ii) the financial statements, the notes and schedules thereto and other financial and accounting information so required to be filed or summarized.

(b) No information has come to our attention that causes us to believe that (i) the Registration Statement as of the Specified Effective Date contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) the Disclosure Package, as of 8:15 a.m. (New York time) on September 11, 2013 (which you have informed us is a time prior to the time of the first sale of the Units by any Underwriters), contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading or (iii) the Final Prospectus Supplement, as of its date and as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that in the case of each of clauses (i)-(iii) above, we do not express any view as to the financial statements, the notes and schedules thereto and other financial and accounting information contained or incorporated by reference therein.

When used in this opinion letter, the phrases “known to us”, “to our actual knowledge” and similar phrases (i) mean the actual knowledge of facts or other information by (a) the lawyer in our firm who signed this opinion letter, (b) any lawyer in our firm actively involved in negotiating and preparing the Underwriting Agreement, the Registration Statement, the Preliminary Prospectus Supplement or the Final Prospectus Supplement, (c) solely as to information relevant to a particular opinion, issue or confirmation regarding a particular factual matter, any lawyer in our firm who is primarily responsible for that particular opinion, issue or
confirmation and (d) any lawyer in our firm actively involved in matters involving the Partnership Entities during the past twenty-four months, and (ii) do not require or imply that any inquiry be made of the client, any lawyer (other than the lawyers described above), or any other person or entity, other than as described in the fourth paragraph of such opinion letter.

B-1-6
EXHIBIT B-2

OPINION OF KRISTEN JESULAITIS

To my knowledge, there are no legal or governmental proceedings pending or threatened to which any of the Partnership Entities is a party or to which any of their respective properties is subject that are required to be described in the Preliminary Prospectus or the Prospectus but are not so described as required.

B-2-1
1. Red River Terminals, L.L.C. is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Louisiana. TDC, L.L.C. is a limited liability company validly existing and in good standing under the laws of the State of Louisiana.

2. Each of Red River Terminals, L.L.C. and TDC, L.L.C. has the power and authority to own its respective properties and conduct its business in each case in all material respects, as described in the Preliminary Prospectus and the Prospectus.

3. The execution of the Underwriting Agreement by the Partnership, and the consummation of the transactions by the Partnership contemplated by the Underwriting Agreement does not constitute a breach of, or default under, the respective articles of organization of Red River Terminals, L.L.C. and TDC, L.L.C. or the Operating Agreement of TDC, L.L.C. and the Amended and Restated Operating Agreement of Red River Terminals, L.L.C., as subsidiaries of the Partnership.

4. The membership interests of Red River Terminals, L.L.C. and TDC, L.L.C. are validly authorized, issued, fully paid, non-assessable equity interests.

5. The execution of the Underwriting Agreement by the Partnership, and the consummation of the transactions by the Partnership contemplated by the Underwriting Agreement do not create any security interest in, or lien, claim, charge or encumbrance upon, any property or assets, pursuant to the respective articles of organization of Red River Terminals, L.L.C. and TDC, L.L.C., the Amended and Restated Operating Agreement of Red River Terminals, L.L.C., or the laws of the State of Louisiana.

6. The execution of the Underwriting Agreement by the Partnership, and the consummation of the transactions by the Partnership contemplated by the Underwriting Agreement, as applicable to Red River Terminals, L.L.C. and TDC, L.L.C., does not constitute a breach of, or default under, any State of Louisiana statute, rule, or regulation of general applicability which, in our experience, is normally applicable to transactions of the type contemplated by the Underwriting Agreement.
EXHIBIT C
OFFICERS’ CERTIFICATE

The undersigned officer of Genesis Energy, LLC, a Delaware limited liability company (the “General Partner”), the general partner of Genesis Energy, L.P., a Delaware limited partnership (the “Partnership”), on behalf of the Partnership, does hereby certify pursuant to Section 6(g) of that certain Underwriting Agreement dated September 11, 2013 (the “Underwriting Agreement”) among the Partnership and, on behalf of the several Underwriters named therein, that as of September 16, 2013:

1. He has reviewed the Registration Statement the Preliminary Prospectus, the Prospectus and each Permitted Free Writing Prospectus, if any.

2. The representations and warranties of the Partnership as set forth in the Underwriting Agreement are true and correct as of the date hereof and as if made on the date hereof.

3. The Partnership has performed all of its obligations in all material respects under the Underwriting Agreement as are to be performed at or before the date hereof.

4. The conditions set forth in Section 6(f) of the Underwriting Agreement have been met.

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Underwriting Agreement.

(Signature page follows)
IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the date above first written.

GENESIS ENERGY, LLC

Name: ____________________________
Title: ____________________________
September 16, 2013

Genesis Energy, L.P.
919 Milam, Suite 2100
Houston, Texas 77002

Re: Genesis Energy, L.P.

Ladies and Gentlemen:

We have acted as counsel to Genesis Energy, L.P., a Delaware limited partnership (the “Partnership”), in connection with (i) the preparation and filing with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Act”), of the Registration Statement on Form S-3 (Registration No. 333-180876, the “Registration Statement”), including the base prospectus contained therein (the “Base Prospectus”), filed by the Partnership for the purpose of registering under the Act, Common Units – Class A representing limited partner interests in the Partnership (the “Common Units”), and (ii) the preparation of a preliminary prospectus supplement dated September 10, 2013 (together with the Base Prospectus, the “Preliminary Prospectus Supplement”) and the final prospectus supplement dated September 12, 2013 (together with the Base Prospectus, the “Final Prospectus Supplement”) in connection with the offer and sale of up to an aggregate of 5,750,000 Common Units (including 750,000 Common Units subject to an over-allotment option) (the “Partnership Units”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Underwriting Agreement dated September 11, 2013 (the “Underwriting Agreement”) relating to the offer and sale of the Partnership Units. This opinion is being furnished in accordance with the requirements of Item 601 (b)(5) of Regulation S-K under the Act.

We have examined originals or certified copies of such corporate records of the Partnership and other certificates and documents of officials of the Partnership, public officials and others as we have deemed appropriate for purposes of this letter. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all copies submitted to us as conformed and certified or reproduced copies. We have also assumed, upon sale and delivery, the certificates for the Common Units will conform to the specimen thereof filed as an exhibit to the Registration Statement and will have been duly countersigned by the transfer agent and duly registered by the registrar for the Common Units or, if uncertificated, that valid book-entry notations for the issuance thereof in uncertificated form will have been duly made in the unit register of the Partnership. As to various questions of fact relevant to this letter, we have relied, without independent investigation, upon certificates of public officials and certificates of officers of the Partnership, all of which we assume to be true, correct and complete.

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Based upon the foregoing and subject to the assumptions, exceptions, qualifications and limitations set forth hereinafter, we are of the opinion that:

1. When the Partnership Units have been issued and delivered in accordance with the terms of the Underwriting Agreement and upon payment of the consideration therefore provided for therein, (a) the Partnership Units will be duly authorized and validly issued and (b) holders of the Partnership Units will have no obligation to make any further payments to the Partnership for the purchase of the Partnership Units or contributions to the Partnership solely by reason of their ownership of the Partnership Units, except for their obligations to repay any funds wrongfully distributed to them.

The opinions and other matters in this letter are qualified in their entirety and subject to the following:

A. We have assumed that the Partnership Units will be issued and sold in the manner stated in the Registration Statement, the Preliminary Prospectus Supplement and the Final Prospectus Supplement and in accordance with the terms of the Underwriting Agreement.

B. We express no opinion as to the laws of any jurisdiction other than any published constitutions, treaties, laws, rules or regulations or judicial or administrative decisions ("Laws") of (i) the federal Laws of the United States, (ii) the Revised Uniform Limited Partnership Act of the State of Delaware and (iii) Delaware corporation laws.

C. The matters expressed in this letter are subject to and qualified and limited by (i) applicable bankruptcy, insolvency, fraudulent transfer and conveyance, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally, (ii) general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity), (iii) commercial reasonableness and unconscionability and an implied covenant of good faith and fair dealing, (iv) the power of the courts to award damages in lieu of equitable remedies, (v) securities Laws and public policy underlying such Laws with respect to rights to indemnification and contribution and (vi) limitations on the waiver of rights under usury law.
D. This law firm is a registered limited liability partnership organized under the laws of the state of Texas.

We hereby consent to the filing of this opinion as an exhibit to a Current Report on Form 8-K filed by the Partnership with the Commission on or about the date hereof, to the incorporation by reference of this opinion into the Registration Statement and to the use of our name in the Preliminary Prospectus Supplement and the Final Prospectus Supplement under the caption “Legal Matters.” In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act and the rules and regulations thereunder.

Very truly yours,

/\ Akin, Gump, Strauss, Hauer & Feld, L.L.P.

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
September 16, 2013

Genesis Energy, L.P.
919 Milam, Suite 2100
Houston, Texas 77002

Re: Genesis Energy, L.P.

Ladies and Gentlemen:

We have acted as special counsel to Genesis Energy, L.P., a Delaware limited partnership (the “Partnership”), in connection with (i) the preparation and filing with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Act”), of the Registration Statement on Form S-3 (Registration No. 333-180876, the “Registration Statement”), including the base prospectus contained therein (the “Base Prospectus”), filed by the Partnership for the purpose of registering under the Act, Common Units – Class A representing limited partner interests in the Partnership (the “Common Units”) and (ii) the preparation of a preliminary prospectus supplement dated September 10, 2013 (together with the Base Prospectus, the “Preliminary Prospectus Supplement”) and the final prospectus supplement dated September 12, 2013 (together with the Base Prospectus, the “Final Prospectus Supplement”) in connection with the offer and sale (the “Offering”) of up to an aggregate of 5,750,000 Common Units (including 750,000 Common Units subject to an over-allotment option). In connection therewith, we have participated in the preparation of the discussion set forth under the caption “Material Income Tax Consequences” and “Material Tax Considerations” (the “Discussion”) in the Registration Statement, Preliminary Prospectus Supplement and Final Prospectus Supplement, as applicable.

The Discussion, subject to the qualifications and assumptions stated in the Discussion and the limitations and qualifications set forth herein, constitutes our opinion as to the material United States federal income tax consequences for purchasers of the Common Units pursuant to the Offering.

This opinion letter is limited to the matters set forth herein, and no opinions are intended to be implied or may be inferred beyond those expressly stated herein. Our opinion is rendered as of the date hereof and we assume no obligation to update or supplement this opinion or any matter related to this opinion to reflect any change of fact, circumstances, or law after the date hereof. In addition, our opinion is based on the assumption that the matter will be properly presented to the applicable court.

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Furthermore, our opinion is not binding on the Internal Revenue Service or a court. In addition, we must note that our opinion represents merely our best legal judgment on the matters presented and that others may disagree with our conclusion. There can be no assurance that the Internal Revenue Service will not take a contrary position or that a court would agree with our opinion if litigated.

We hereby consent to the filing of this opinion as an exhibit to a Current Report on Form 8-K filed by the Partnership with the Commission on or about the date hereof, to the incorporation by reference of this opinion into the Registration Statement and to the use of our name in the Preliminary Prospectus Supplement and the Final Prospectus Supplement under the captions “Material Income Tax Consequences” and “Material Tax Considerations.” In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act and the rules and regulations thereunder.

Very truly yours,

/s/ Akin, Gump, Strauss, Hauer & Feld, L.L.P.

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
Genesis Energy, L.P. Announces Public Offering of Common Units

HOUSTON — (BUSINESS WIRE) — Genesis Energy, L.P. (NYSE: GEL) today announced the commencement of a registered underwritten public offering of 4,500,000 common units representing limited partner interests. The underwriters are expected to be granted a 30-day option to purchase up to 675,000 additional common units from us. We expect to use the net proceeds from the offering for general partnership purposes, including the repayment of outstanding borrowings under our revolving credit facility.

Wells Fargo Securities, BofA Merrill Lynch, Citigroup, Deutsche Bank Securities, RBC Capital Markets and BMO Capital Markets are acting as joint book-running managers for the common units offering. Baird, Raymond James and Janney Montgomery Scott are acting as co-managers.

Copies of the preliminary prospectus supplement and accompanying base prospectus relating to this offering, when available, may be obtained from:

Wells Fargo Securities
Attn: Equity Syndicate Dept.
375 Park Avenue
New York, NY 10152
Telephone: (800) 326-5897
Email: cmclientsupport@wellsfargo.com

BofA Merrill Lynch
Attn: Prospectus Department
222 Broadway
New York, NY 10038
Email: dg.prospectus_requests@baml.com

Citigroup
c/o Broadridge Financial Solutions
1155 Long Island Ave.
Edgewood, NY 11717
Telephone: (800) 831-9146
Email: BATProspectusdept@citi.com

Deutsche Bank Securities
Attn: Prospectus Group
60 Wall Street
New York, NY 10005
Telephone: (800) 503-4611
Email: prospectus.cpdg@db.com
Genesis Energy, L.P. is a diversified midstream energy master limited partnership headquartered in Houston, Texas. Genesis’ operations include pipeline transportation, refinery services and supply and logistics. The Pipeline Transportation Division is engaged in the pipeline transportation of crude oil and carbon dioxide. The Refinery Services Division primarily processes sour gas streams to remove sulfur at refining operations. The Supply and Logistics Division is engaged in the transportation, storage and supply and marketing of energy products, including crude oil, refined products, and certain industrial gases. Genesis’ operations are primarily located in Texas, Louisiana, Arkansas, Mississippi, Alabama, Florida 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, including statements regarding our ability to close the offering successfully and to use the net proceeds as indicated above. Actual results may vary materially. We undertake no obligation to publicly update or revise any forward-looking statement.

Contact:
Genesis Energy, L.P.
Bob Deere, 713-860-2516
Chief Financial Officer
Genesis Energy, L.P. Upsizes and Prices Public Offering of Common Units

HOUSTON — (BUSINESS WIRE) — Genesis Energy, L.P. (NYSE: GEL) today announced the pricing of a registered underwritten public offering of 5,000,000 common units representing limited partner interests at $47.51 per common unit. The offering was upsized from the previously announced 4,500,000 common units. The underwriters have been granted a 30-day option to purchase up to 750,000 additional common units from us. We expect to use the net proceeds from the offering for general partnership purposes, including the repayment of outstanding borrowings under our revolving credit facility.

Wells Fargo Securities, BofA Merrill Lynch, Citigroup, Deutsche Bank Securities, RBC Capital Markets and BMO Capital Markets are acting as joint book-running managers for the common units offering. Baird, Raymond James and Janney Montgomery Scott are acting as co-managers. The offering is expected to settle and close on September 16, 2013, subject to customary closing conditions.

Copies of the final prospectus supplement and accompanying base prospectus relating to this offering, when available, may be obtained from:

Wells Fargo Securities
Attn: Equity Syndicate Dept.
375 Park Avenue
New York, NY 10152
Telephone: (800) 326-5897
Email: cmclientsupport@wellsfargo.com

BofA Merrill Lynch
Attn: Prospectus Department
222 Broadway
New York, NY 10038
Email: dg.prospectus_requests@baml.com

Citigroup
c/o Broadridge Financial Solutions
1155 Long Island Ave.
Edgewood, NY 11717
Telephone: (800) 831-9146
Email: BATProspectusdept@citi.com

Deutsche Bank Securities
Attn: Prospectus Group
60 Wall Street
New York, NY 10005
Telephone: (800) 503-4611
Email: prospectus.cpdg@db.com
This press release does not constitute an offer to sell or a solicitation of an offer to buy any securities nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. The offer is being made only through the prospectus supplement and accompanying base prospectus, each of which is part of our effective shelf registration statement.

Genesis Energy, L.P. is a diversified midstream energy master limited partnership headquartered in Houston, Texas. Genesis’ operations include pipeline transportation, refinery services and supply and logistics. The Pipeline Transportation Division is engaged in the pipeline transportation of crude oil and carbon dioxide. The Refinery Services Division primarily processes sour gas streams to remove sulfur at refining operations. The Supply and Logistics Division is engaged in the transportation, storage and supply and marketing of energy products, including crude oil, refined products, and certain industrial gases. Genesis’ operations are primarily located in Texas, Louisiana, Arkansas, Mississippi, Alabama, Florida 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, including statements regarding our ability to close the offering successfully and to use the net proceeds as indicated above. Actual results may vary materially. We undertake no obligation to publicly update or revise any forward-looking statement.

Contact:
Genesis Energy, L.P.
Bob Deere, 713-860-2516
Chief Financial Officer