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

FORM 8-K

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

Date of Report (date of earliest event reported): October 11, 2018

GENESIS ENERGY, L.P.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

1-12295
(Commission
File Number)

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

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

77002
(Zip Code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240-14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

- Emerging growth company
 - If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.
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Item 1.01. Entry into a Material Definitive Agreement

The disclosures under Item 8.01 of this Current Report on Form 8-K relating to the Credit Agreement Amendment are incorporated into this Item 1.01 by reference.

Item 8.01 Other Events

On October 11, 2018, Genesis Energy, L.P. (“Genesis”) announced that it had completed the previously announced divestiture of its Powder River Basin Midstream business and has received approximately \$300 million in total net cash proceeds. Proceeds from the sale will be used by Genesis to reduce the balance outstanding under its revolving credit facility. In September, to address the unlikely event that the closing of that divestiture might be delayed awaiting government approval, Genesis asked its lenders to amend the leverage ratio covenant for the third and fourth quarters of 2018 under Genesis’ existing revolving credit facility (the “Credit Agreement Amendment”) so long as such closing had not occurred. That amendment, which was executed on October 11, 2018, is no longer applicable now that the transaction has closed. Under Genesis’ credit facility, Genesis will receive pro forma credit for the transaction for the period ending September 30, 2018.

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

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

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

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Eighth Amendment to Fourth Amended and Restated Credit Agreement, dated as of October 11, 2018, among Genesis Energy, L.P., as the borrower, Wells Fargo Bank, National Association, as administrative agent and issuing bank, Bank of America, N.A. and Bank of Montreal, as co-syndication agents, U.S. Bank National Association, as documentation agent, and the lenders and other parties party thereto.</u>

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: October 11, 2018

By: /s/ Robert V. Deere
Robert V. Deere
Chief Financial Officer

EIGHTH AMENDMENT

TO

FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

October 11, 2018

among

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

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

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

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

and

The Lenders Party Hereto

EIGHTH AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

This **EIGHTH AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT**, dated as of October 11, 2018 (this "Eighth Amendment"), is by and among **GENESIS ENERGY, L.P.**, a Delaware limited partnership (the "Borrower"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent") for the lenders party to the Credit Agreement referred to below (the "Lenders"), and the Lenders party hereto.

RECITALS

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

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

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

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

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

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

““Delivery Date” has the meaning assigned to such term in the definition of “Pro Forma Basis”.”

(b) Section 6.14(a) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“(a) Leverage Ratio. The Borrower will not permit its Consolidated Leverage Ratio to be in excess of (i) 5.75 to 1.00 as of the last day of the Test Periods ending on June 30, 2017 through September 30, 2018, (ii) 5.65 to 1.00 as of the last day of the Test Period ending on December 31, 2018, (iii) 5.50 to 1.00 as of the last day of the Test Periods ending on March 31, 2019 through December 31, 2019, (iv) 5.25 to 1.00 as of the last day of the Test Periods ending on March 31, 2020 through December 31, 2020 and (v) 5.00 to 1.00 as of the last day of any Test Period thereafter; provided that, if the Designated Divestiture Date occurs, the Borrower will not permit its Consolidated Leverage Ratio to be in excess of 5.50 to 1.00 as of the last day of the Test Period during which the Designated Divestiture occurs (or the last day of the immediately preceding Test Period, if at the time of the occurrence of the Designated Divestiture, the Delivery Date has not occurred with respect to such immediately preceding Test Period) and as of the last day of any Test Period thereafter.”

SECTION 3. Conditions to Effectiveness. This Eighth Amendment shall not become effective until the date (the “Eighth Amendment Effective Date”) on which each of the following conditions is satisfied (or waived in accordance with Section 9.02 of the Credit Agreement):

- (a) The Administrative Agent shall have received from the Required Lenders and the Borrower executed counterparts (in such number as may be requested by the Administrative Agent) of this Eighth Amendment.
- (b) The Administrative Agent, the Arrangers and the Lenders shall have received all fees and other amounts due and payable on or prior to the Eighth Amendment Effective Date, including to the extent invoiced, reimbursement or payment of all out of pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.
- (c) The Administrative Agent shall have received, for the ratable account of each Lender party hereto, a consent fee in an amount equal to 0.025% of the Committed Amount of each such Lender.
- (d) The Administrative Agent shall have received such other documents as the Administrative Agent or special counsel to the Administrative Agent may reasonably request.

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

SECTION 4. Miscellaneous.

- (a) Confirmation. The provisions of the Loan Documents, as amended by this Eighth Amendment, shall remain in full force and effect in accordance with their terms following the effectiveness of this Eighth Amendment.
- (b) Ratification and Affirmation; Representations and Warranties. Each of the undersigned does hereby adopt, ratify, and confirm the Credit Agreement and the other Loan Documents, as amended hereby, and its obligations thereunder. The Borrower hereby (a) acknowledges, renews and extends its continued liability under each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended hereby, notwithstanding the amendments contained herein, (b) confirms and ratifies all of its obligations under the Loan Documents to which it is a party, including its obligations and the Liens granted by it under the Security Documents to which it is a party, (c) confirms that all references in such Security Documents to the "Credit Agreement" (or words of similar import) refer to the Credit Agreement as amended and supplemented hereby without impairing any such obligations or Liens in any respect and (d) represents and warrants to the Lenders that: (i) as of the date hereof, after giving effect to the terms of this Eighth Amendment, all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (except that any such representations and warranties that are modified by materiality shall be true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct in all material respects as of such specified earlier date (except that any such representations and warranties that are modified by materiality shall be true and correct in all respects as of such specified earlier date); and (ii) as of the date hereof, after giving effect to this Eighth Amendment, no Default has occurred and is continuing.
- (c) Loan Document. This Eighth Amendment and each agreement, instrument, certificate or document executed by the Borrower or any other Borrower Party or any of its or their respective officers in connection therewith are "Loan Documents" as defined and described in the Credit Agreement and all of the terms and provisions of the Loan Documents relating to other Loan Documents shall apply hereto and thereto.
- (d) Counterparts. This Eighth Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of this Eighth Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.
- (e) NO ORAL AGREEMENT. THIS EIGHTH AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND THEREWITH REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR UNWRITTEN ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.

- (f) GOVERNING LAW. THIS EIGHTH AMENDMENT (INCLUDING, BUT NOT LIMITED TO, THE VALIDITY AND ENFORCEABILITY HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
- (g) THE PROVISIONS OF SECTION 9.09(B) AND (C) AND SECTION 9.10 OF THE CREDIT AGREEMENT SHALL APPLY, *MUTATIS MUTANDIS*, TO THIS EIGHTH AMENDMENT.

[Remainder of page intentionally left blank]

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

BORROWER:

GENESIS ENERGY, L.P.,

By: GENESIS ENERGY, LLC, its general partner

By: /s/ Grant E. Sims

Grant E. Sims

Chief Executive Officer

[Signature Page – Eighth Amendment to Fourth Amended and Restated Credit Agreement]

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

By: /s/ Andrew Ostrov

Name: Andrew Ostrov

Title: Director

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WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Andrew Ostrov

Name: Andrew Ostrov

Title: Director

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BMO HARRIS FINANCING, INC.,
as a Lender

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

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DEUTSCHE BANK AG NEW YORK BRANCH,
as a Lender

By: /s/ Shai Bandner

Name: Shai Bandner

Title: Director

By: /s/ My Nguyen

Name: My Nguyen

Title: Analyst

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ABN AMRO CAPITAL USA, LLC,
as a Lender

By: /s/ Brody Summerall

Name: Brody Summerall

Title: Vice President

By: /s/ Darrell Holley

Name: Darrell Holley

Title: Managing Director

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BNP Paribas,
as a Lender

By: /s/ Joseph Onischuk
Name: Joseph Onischuk
Title: Managing Director

By: /s/ Mark Renaud
Name: Mark Renaud
Title: Managing Director

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CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Christopher Kuna

Name: Christopher Kuna

Title: Director

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

By: /s/ Alfredo Brahim

Name: Alfredo Brahim

Title: Director

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SUMITOMO MITSUI BANKING CORPORATION,
as a Lender

By: /s/ James D. Weinstein

Name: James D. Weinstein

Title: Managing Director

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

By: /s/ Pace Doherty

Name: Pace Doherty

Title: Vice President

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CITIBANK, N.A.,
as a Lender

By: /s/ Peter Kardos _____
Name: Peter Kardos
Title: Vice President

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ROYAL BANK OF CANADA,
as a Lender

By: /s/ Jason S. York

Name: Jason S. York

Title: Authorized Signatory

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Compass Bank,
as a Lender

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

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FIFTH THIRD BANK,
as a Lender

By: /s/ Jonathan H Lee

Name: Jonathan H Lee

Title: Director

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REGIONS BANK,
as a Lender

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

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DNB Capital LLC,
as a Lender

By: /s/ Byron Cooley
Name: Byron Cooley
Title: Senior Vice President

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DNB Capital LLC,
as a Lender

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

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CADENCE BANK, N.A.,
as a Lender

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

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Zions Bancorporation, N.A. dba Amegy Bank,
as a Lender

By: /s/ Sam Trail

Name: Sam Trail

Title: Senior Vice President

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TRUSTMARK NATIONAL BANK
as a Lender

By: /s/ Jeff Deutsch
Name: Jeff Deutsch
Title: SVP

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COMERICA BANK,
as a Lender

By: /s/ William B. Robinson
Name: William B. Robinson
Title: Senior Vice President

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BOKF NA dba Bank of Texas,
as a Lender

By: /s/ Brad Kuhn

Name: Brad Kuhn

Title: Vice President

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Restated Credit Agreement]