
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 19, 2007 (October 15, 2007)

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.)

500 Dallas, Suite 2500, 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

On October 15, 2007, Genesis Energy, L.P. executed amendments to agreements previously entered into with several entities owned and controlled by the Davison family of Ruston, Louisiana in connection with the completion of our acquisition (directly and through the acquisition of certain equity interests) of their energy-related businesses on July 25, 2007. These amendments were as follows:

- Amendment No. 2 to Contribution and Sale Agreement.
- Amendment No. 1 to Unitholder Rights Agreement.

We entered into these amendments to extend the latest possible day by which we are required to call a special meeting of our unitholders from no later than 120 days after July 25, 2007 to no later than 150 days after July 25, 2007. We previously agreed to use our commercially reasonable efforts to solicit unitholder approval of an amendment to our partnership agreement that would allow the Davison unitholders (who together hold approximately 47.5% of our outstanding common units) to vote on all matters on which holders of our voting units have a right to vote, other than matters related to the succession, election, removal, withdrawal, replacement or substitution of our general partner. Currently our partnership agreement prohibits voting by unitholders beneficially owning more than 20% of our outstanding units on the record date for determining which unitholders have a right to vote.

Copies of these amendments are included as exhibits to this Form 8-K.

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.

10.1 Amendment No. 2 to the Contribution and Sale Agreement dated October 15, 2007

10.2 Amendment No. 1 to the Unitholder Rights Agreement dated October 15, 2007

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 thereunto duly authorized.

GENESIS ENERGY, L.P.
(A Delaware Limited Partnership)
By: GENESIS ENERGY, INC., as
General Partner

Date: October 19, 2007

By: /s/ ROSS A. BENAVIDES
Ross A. Benavides
Chief Financial Officer

AMENDMENT NO. 2
TO
CONTRIBUTION AND SALE AGREEMENT

THIS AMENDMENT NO. 2 TO CONTRIBUTION AND SALE AGREEMENT (this "**Amendment**") is made as of October 15, 2007 by and among Genesis Energy, L.P., a Delaware limited partnership (the "**Buyer**"), on the one hand, and Davison Petroleum Products, L.L.C., a Louisiana limited liability company, Davison Transport, Inc., a Louisiana corporation, Transport Company, an Arkansas corporation, Davison Terminal Service, Inc., a Louisiana corporation, Sunshine Oil and Storage, Inc., a Louisiana corporation, T&T Chemical, Inc., an Arkansas corporation, Fuel Masters, LLC, a Texas limited liability company, TDC, L.L.C., a Louisiana limited liability company, and Red River Terminals, L.L.C., a Louisiana limited liability company (each a "**Seller**", and collectively, the "**Sellers**"), on the other hand. The Buyer and the Sellers are, collectively, the "**Parties**". Any capitalized term used, but not defined, in this Amendment shall have the meaning given such term in the Agreement (defined below).

INTRODUCTION

A. The Parties entered into the Contribution and Sale Agreement dated as of April 25, 2007, as amended by Amendment No. 1 to Contribution and Sale Agreement dated as of July 25, 2007 (as amended and in effect immediately prior to the date of this Amendment, the "**Agreement**").

B. The Parties desire to amend the Agreement as set forth in this Amendment.

In consideration of the premises, the representations and warranties, and the mutual promises made in this Amendment and the Agreement, the Parties agree as follows:

1. **Amendment.** Section 6(h) of the Agreement is hereby amended by restating the parenthetical "(and in no event more than 120 days after Closing)" in the third line thereof as follows: "(and in no event more than 150 days after Closing)".
2. **Entire Agreement.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
3. **Amendments.** No amendment, modification or waiver in respect of this Amendment will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the Parties.
4. **Counterparts.** This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original. All signatures need not be on one counterpart.
5. **Governing Law.** This Amendment will be governed by and construed in accordance with the law of the State of Texas (without reference to choice of law doctrine).

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be duly executed as of the date first above written.

BUYER:

GENESIS ENERGY, L.P.

By: Genesis Energy, Inc., its sole general partner

By: /s/ Grant E. Sims

Name: Grant E. Sims

Title: Chief Executive Officer

SELLERS:

DAVISON PETROLEUM PRODUCTS, L.L.C.

By: /s/ Steven K. Davison

Name: Steven K. Davison

Title: Manager

DAVISON TRANSPORT, INC.

By: /s/ James E. Davison, Jr.

Name: James E. Davison, Jr.

Title: President

TRANSPORT COMPANY

By: /s/ Steven K. Davison

Name: Steven K. Davison

Title: President

DAVISON TERMINAL SERVICE, INC.

By: /s/ James E. Davison, Jr.

Name: James E. Davison, Jr.

Title: President

SUNSHINE OIL AND STORAGE, INC.

By: /s/ James E. Davison

Name: James E. Davison

Title: President

T&T CHEMICAL, INC.

By: /s/ James E. Davison, Jr.

Name: James E. Davison, Jr.

Title: President

FUEL MASTERS, LLC

By: /s/ Ross A. Benavides

Name: Ross A. Benavides

Title: Chief Financial Officer

TDC, L.L.C.

By: /s/ Ross A. Benavides

Name: Ross A. Benavides

Title: Chief Financial Officer

RED RIVER TERMINALS, L.L.C.

By: /s/ Ross A. Benavides

Name: Ross A. Benavides

Title: Chief Financial Officer

AMENDMENT NO. 1
TO
UNITHOLDER RIGHTS AGREEMENT

THIS AMENDMENT NO. 1 TO UNITHOLDER RIGHTS AGREEMENT (this "**Amendment**") is made as of October 15, 2007 by and among Genesis Energy, L.P., a Delaware limited partnership (the "**Partnership**"), Davison Petroleum Products, L.L.C., a Louisiana limited liability company, Davison Transport, Inc., a Louisiana corporation, Transport Company, an Arkansas corporation, Davison Terminal Service, Inc., a Louisiana corporation, and Sunshine Oil and Storage, Inc., a Louisiana corporation (each a "**Unitholder**" and collectively the "**Unitholders**"), Genesis Energy, Inc., a Delaware corporation (the "**Company**"), and Denbury Gathering & Marketing, Inc., a Delaware corporation (the "**GP Stockholder**"). The Partnership, the Unitholders, the Company and the GP Stockholder are, collectively, the "**Parties**". Any capitalized term used, but not defined, in this Amendment shall have the meaning given such term in the Agreement (defined below).

INTRODUCTION

A. The Parties entered into the Unitholder Rights Agreement dated as of July 25, 2007, (as in effect immediately prior to the date of this Amendment, the "**Agreement**").

B. The Parties desire to amend the Agreement as set forth in this Amendment.

In consideration of the premises, the representations and warranties, and the mutual promises made in this Amendment and the Agreement, the Parties agree as follows:

1. **Amendment.** Section 3.1 of the Agreement is hereby amended by restating the parenthetical "(and in no event more than 120 days after Closing)" in the fourth line thereof as follows: "(and in no event more than 150 days after Closing)".
2. **Entire Agreement.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
3. **Amendments.** No amendment, modification or waiver in respect of this Amendment will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the Parties.
4. **Counterparts.** This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original. All signatures need not be on one counterpart.
5. **Governing Law.** This Amendment will be governed by and construed in accordance with the law of the State of Delaware (without reference to choice of law doctrine).

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be duly executed as of the date first above written.

UNITHOLDERS:

DAVISON PETROLEUM PRODUCTS, L.L.C.

By: /s/ Steven K. Davison

Name: Steven K. Davison

Title: Manager

DAVISON TRANSPORT, INC.

By: /s/ James E. Davison, Jr.

Name: James E. Davison, Jr.

Title: President

TRANSPORT COMPANY

By: /s/ Steven K. Davison

Name: Steven K. Davison

Title: President

DAVISON TERMINAL SERVICE, INC.

By: /s/ James E. Davison, Jr.

Name: James E. Davison, Jr.

Title: President

SUNSHINE OIL AND STORAGE, INC.

By: /s/ James E. Davison

Name: James E. Davison

Title: President

COMPANY:

GENESIS ENERGY, INC.

By: /s/ Ross A. Benavides

Name: Ross A. Benavides

Title: Chief Financial Officer

PARTNERSHIP:

GENESIS ENERGY, L.P.

By: Genesis Energy, Inc., its sole general partner

By: /s/ Grant E. Sims

Name: Grant E. Sims

Title: Chief Executive Officer

GP STOCKHOLDER:

DENBURY GATHERING & MARKETING, INC.

By: /s/ Mark Allen

Name: Mark Allen

Title: Vice President and Chief Accounting Officer