
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): December 11, 2007 (December 6, 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 December 6, 2007, Genesis Energy, L.P. executed a second amendment to the Registration Rights Agreement 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.

The second amendment extends the number of days that we have to file a “shelf” registration statement with the Securities and Exchange Commission for the resale of our common units issued to the Davison entities in connection with the acquisition from no later than 135 days after July 25, 2007 to April 15, 2008.

A copy of the amendment is included as an exhibit to this Form 8-K.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

10.1 Amendment No. 2 to the Registration Rights Agreement dated December 6, 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: December 11, 2007

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

AMENDMENT NO. 2
TO
REGISTRATION RIGHTS AGREEMENT

THIS AMENDMENT NO. 2 TO REGISTRATION RIGHTS AGREEMENT (this “*Amendment*”) is made as of December 6, 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*”). The Partnership and the Unitholders 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 Registration Rights Agreement dated as of July 25, 2007, as amended by that certain Amendment No. 1 dated November 16, 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.**

(A) Section 2(a) of the Agreement is hereby amended by restating the first sentence thereof as follows: “On or before 5:00 p.m.(CST) on April 15, 2008, the Partnership shall file with the Commission a Shelf Registration Statement providing for the resale of Registrable Securities.”

(B) Section 2(b) of the Agreement is hereby amended by restating the first sentence thereof as follows: “Subject to the provisions of this Section 2, the Partnership shall use its Best Efforts to cause the Shelf Registration Statement to be declared effective prior to 5:00 p.m. (CST) on June 16, 2008 (the “*Effectiveness Target Date*”) and shall use its Best Efforts to keep such Shelf Registration Statement continuously effective, supplemented and amended to the extent necessary to assure that it is available for resale of the Registrable Securities by the Holders and that it conforms in all material respects with the requirements the Act, in each case during the entire period beginning on the first date such Shelf Registration Statement shall first be declared effective under the Act and ending on the first date on which there are no Registrable Securities; *provided, however*, that the Partnership shall have the option to continue to make the Shelf Registration Statement available to the Holders after such date in lieu of filing a Demand Registration Statement.”

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).

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 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

PARTNERSHIP:

Genesis Energy, L.P.

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

By: /s/ Ross A. Benavides

Name: Ross A. Benavides

Title: Chief Financial Officer