
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 AND EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): **April 13, 2016**

COREENERGY INFRASTRUCTURE TRUST, INC.

(Exact Name of Registrant as Specified in its Charter)

Maryland
(State or Other Jurisdiction of Incorporation)

001-33292
(Commission File Number)

20-3431375
(I.R.S. Employer Identification No.)

1100 Walnut, Ste. 3350, Kansas City, MO 64106
(Address of principal executive office, including zip code)

(816) 875-3705
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

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 (see General Instruction A.2. below):

- 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))
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Item 1.01 Entry into a Material Definitive Agreement.

CorEnergy Infrastructure Trust, Inc. (the “Company”) previously reported on June 30, 2015 that the Company’s wholly-owned subsidiary, Grand Isle Corridor, LP (“Grand Isle Corridor”) entered into an 11-year triple-net lease (the “Lease”) with Energy XXI GIGS Services, LLC (the “Tenant”), an indirect wholly-owned subsidiary of Energy XXI Ltd (“EXXI”), relating to the use of the real and personal property constituting a subsea pipeline gathering system located in the shallow Gulf of Mexico shelf and storage and onshore processing facilities on Grand Isle, Louisiana. EXXI is the guarantor of the obligations of the Tenant under the Lease.

EXXI and substantially all of its directly and indirectly owned subsidiaries (the “EXXI Debtor Group”) filed for protection under Chapter 11 of the Bankruptcy Code on April 14, 2016. Although the Tenant is not a member of the EXXI Debtor Group, the EXXI Debtor Group bankruptcy filing and failure to comply with its Material Debt (as defined in the Lease) instruments would have resulted in certain defaults under the Lease. However, to facilitate post-filing financing arrangements between the EXXI Debtor Group and its lenders, Grand Isle Corridor entered into a conditional waiver with the Tenant, dated as of April 13, 2016 (the “Waiver”), whereby Grand Isle Corridor waived its right to exercise its remedies under the Lease for such defaults, except its ability to exercise observer rights as detailed in the Lease. The Waiver will terminate if any of the following occurs: (i) dismissal of the EXXI Debtor Group bankruptcy filing, (ii) conversion of the pending Chapter 11 bankruptcy case to a Chapter 7 bankruptcy case or other liquidation proceeding, (iii) relief from the automatic stay or other relief which allows the creditors of the Material Debt to take action to enforce such Material Debt against EXXI or its property, or (iv) a Tenant Event of Default (as defined in the Lease) under the Lease other than arising out of the specified defaults.

The foregoing description of the Waiver does not purport to be complete and is qualified in its entirety by reference to the complete agreement, a copy of which is filed as Exhibits 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01 Other Events.

On April 14, 2016, the Company issued a press release responding to the recent EXXI Chapter 11 announcement.

A copy of the press release is attached hereto as Exhibit 99.1, and is incorporated herein by reference and constitutes part of this report.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Waiver to Lease, dated April 13, 2016, by and between Grand Isle Corridor, LP and Energy XXI GIGS Services, LLC
99.1	Press Release – CorEnergy Responds to EXXI Chapter 11 Announcement

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.

COREENERGY INFRASTRUCTURE TRUST, INC.

Dated: April 14, 2016

By: /s/ David J. Schulte

David J. Schulte
President and Chief Executive Officer

Exhibit Index

Exhibit No.	Description
<u>10.1</u>	Waiver to Lease, dated April 13, 2016, by and between Grand Isle Corridor, LP and Energy XXI GIGS Services, LLC
<u>99.1</u>	Press Release – CorEnergy Responds to EXXI Chapter 11 Announcement

WAIVER TO LEASE

THIS Waiver to Lease (this "***Waiver***") is made and entered into as of April 13, 2016, between Energy XXI GIGS Services, LLC, a Delaware limited liability company ("***Tenant***"), and Grand Isle Corridor, LP, a Delaware limited partnership ("***Landlord***"). Capitalized terms used but not defined herein shall have the meanings set forth in the Lease (as defined below).

RECITALS

WHEREAS, reference is made to that certain Lease dated June 30, 2015, by and between Tenant and Landlord (the "***Lease***");

WHEREAS, (a) Tenant Guarantor and one or more of its Affiliates intend to file a petition for relief under a Debtor Relief Law and (b) Tenant Guarantor expects in the near future (i) to fail to make payments of principal or interest with respect to Material Debt after giving effect to any applicable cure period or (ii) to fail to perform under an agreement or instrument relating to such Material Debt ((a) and (b) collectively, once such events actually occur, the "***Specified Defaults***").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

**ARTICLE I
WAIVER**

1.1 **Grant of Waiver.** Landlord hereby waives its right to exercise any remedies set forth in Section 23.2(a) or (b) of the Lease, except the remedy set forth in Section 23.2(b)(vii) which is expressly preserved, with respect to Tenant Events of Default under Section 23.1(g) or Section 23.1(h) of the Lease which may have occurred prior to the date hereof, are now existing or hereafter occur due to the Specified Defaults.

1.2 **Limitation of Waiver.** Neither the execution by Landlord of this Waiver, nor any other act or omission by Landlord or its managers or officers in connection herewith, shall be deemed a waiver, other than as provided in this Waiver, by Landlord of any Tenant Events of Default which may exist, which may have occurred prior to the date hereof or which may occur in the future under the Lease or be deemed a waiver of the right to exercise any remedy with respect to any such Tenant Events of Default.

1.3 **Duration of Waiver.** The Waiver granted herein shall terminate upon the first of the following events to occur:

- (a) Failure of Tenant Guarantor to file the intended petition for debtor relief before May 1, 2016;
 - (b) Dismissal of such petition after filing;
 - (c) Conversion of the pending case for debtor relief to a Chapter 7 bankruptcy case or other liquidation proceeding;
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(d) Relief from the automatic stay or other relief which allows creditors of the Material Debt referred to in Section 23.1(h) of the Lease to take action to enforce such Material Debt against Tenant Guarantor or its property; or

(e) A Tenant Event of Default under the Lease other than arising out of any of the three Specified Defaults expressly waived hereunder.

**ARTICLE II
MISCELLANEOUS**

2.1 Governing Law. THIS WAIVER SHALL BE GOVERNED BY THE INTERNAL LAW OF THE STATE OF TEXAS.

2.2 Severability. In case any one or more of the provisions contained in this Waiver is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Waiver, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

2.3 Counterparts. This Waiver may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

2.4 Headings. Article and section headings in this Waiver are for convenience of reference only, and shall not govern the interpretation of any of the provisions of this Waiver.

2.5 Successors and Assigns. This Waiver shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties to this Waiver have executed this Waiver as of the date first written above.

LANDLORD:

GRAND ISLE CORRIDOR, LP,
a Delaware limited partnership

By: GRAND ISLE GP, INC., a Delaware
corporation, its sole general partner

By: /s/ David Schulte

Name: David Schulte

Title: Chief Executive Officer & President

Signature Page to Waiver

TENANT:

ENERGY XXI GIGS SERVICES, LLC,
a Delaware limited liability company

By: /s/ Antonio de Pinho

Name: Antonio de Pinho

Title: President

Signature Page to Waiver



CorEnergy Responds to EXXI Chapter 11 Announcement

FOR IMMEDIATE RELEASE

KANSAS CITY, Mo.— April 14, 2016—Energy XXI Ltd and substantially all of its directly and indirectly owned subsidiaries (the “EXXI Debtor Group”) filed this morning a voluntary petition to reorganize, after reaching an agreement with certain creditors to provide support for a restructuring of its debt.

The bankruptcy filing of Energy XXI Ltd, the guarantor of the Grand Isle Gathering System Lease (the “GIGS Lease”), and its failure to make interest payments to its creditors within the applicable cure period, would have constituted defaults under the terms of the GIGS Lease. However, to facilitate post-filing financing arrangements between the EXXI Debtor Group and its lenders, CorEnergy provided a conditional waiver to certain remedies available to it as a result of these non-monetary defaults.

CorEnergy’s tenant under the GIGS Lease, Energy XXI GIGS Services, LLC (“GIGS Services”), has not filed for bankruptcy. Therefore, its obligations under the GIGS Lease are currently not subject to the proceedings affecting the EXXI Debtor Group. CorEnergy has not compromised any remedies available to it for any default by GIGS Services under the GIGS Lease.

“GIGS Services relies on our subsea pipeline and onshore facilities to provide critical transportation, storage and processing services for the EXXI Debtor Group,” said CorEnergy Chief Executive Officer, Dave Schulte. Regarding the waiver, Schulte commented, “As long as our tenant remains in compliance with our lease, including timely payment of rent, we intend for GIGS Services to maintain its operations of our asset.”

About CorEnergy Infrastructure Trust, Inc.

CorEnergy Infrastructure Trust, Inc. (NYSE: CORR, CORRPRA), is a real estate investment trust (REIT) that owns essential midstream and downstream energy assets, such as pipelines, storage terminals, and transmission and distribution assets. We seek long-term contracted revenue from operators of our assets, primarily under triple net participating leases. For more information, please visit corenergy.corridortrust.com.

Forward-Looking Statements

This press release contains certain statements that may include “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. All statements, other than statements of historical fact, included herein are “forward-looking statements.” Although CorEnergy believes that the expectations reflected in these forward-looking statements are reasonable, they do involve assumptions, risks and uncertainties, and these expectations may prove to be incorrect. Actual results could differ materially from those anticipated in these forward-looking statements as a result of a variety of factors, including those discussed in CorEnergy’s reports that are filed with the Securities and Exchange Commission. You should not place undue reliance on these forward-looking statements, which speak only as of the date of this press release. Other than as required by law, CorEnergy does not assume a duty to update any forward-looking statement. In particular, any distribution paid in the future to our stockholders will depend on the actual performance of CorEnergy, its costs of leverage and other operating expenses and will be subject to the approval of CorEnergy’s Board of Directors and compliance with leverage covenants.

Contact Information:

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