
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): August 23, 2013

CorEnergy Infrastructure Trust, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Maryland
(State or Other Jurisdiction of
Incorporation)

1-33292
(Commission File Number)

20-3431375
(IRS Employer Identification No.)

4200 W. 115th Street, Suite 210, Leawood, KS
(Address of Principal Executive Offices)

66211
(Zip Code)

(913) 981-1020
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(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:

- 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

Amendment to Lease

On December 20, 2012, Pinedale Corridor, LP (“Pinedale LP”), a subsidiary of CorEnergy Infrastructure Trust, Inc. (the “Company”), entered into a customized long-term triple net lease agreement (the “Lease”) with Ultra Wyoming LGS, LLC (“Ultra Wyoming”), an indirect wholly-owned subsidiary of Ultra Petroleum Corp. (NYSE: UPL), pursuant to which Pinedale LP receives fixed monthly rental payments of \$1,666,667 (as adjusted annually for changes based on the consumer price index) and monthly variable rent based on the volume of liquid hydrocarbons and water flowing in the prior month through the system of gathering, storage and pipeline facilities located in the Pinedale Anticline in Wyoming that is the subject of the Lease. On August 23, 2013, Pinedale LP and Ultra Wyoming entered into a First Amendment to the Lease, dated June 19, 2013, and to be effective as of December 20, 2012, that amends the defined terms “Easement Rights”, “Jensen Easements”, and “Nerd Farm Easement” to include additional easements that have now been recorded.

The description of the First Amendment to Lease set forth in this Item 1.01 is qualified in its entirety by the full First Amendment to Lease, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K.

Amendment to Revolving Credit Agreement

On May 8, 2013 the Company entered into a \$20 million revolving line of credit (the “Revolving Credit Agreement”) with KeyBank National Association (“KeyBank”) serving as a lender and the administrative agent on behalf of other participating lenders. On August 23, 2013, the Company entered into a First Amendment to the Revolving Credit Agreement which: (i) adds new definitions for “Collateral Assignment of EIP Collateral”, “EIP Asset Purchase Agreement”, “EIP Collateral”, “EIP Lease”, “EIP Trust Agreement”, “EIP Trustee”, “First Amendment”, and “PSNM” to reference assets held by the Company pursuant to the Asset Purchase Agreement dated November 1, 2012, pursuant to which the Public Service Company of New Mexico (“PNM”) will acquire our 40 percent undivided interest in the Eastern Interconnect Project (“EIP”), a 216 mile, 345-KV bulk power transmission line and related equipment and substations including conductors, towers, easement rights, converters and other grid support components, upon expiration of the current triple-net lease under which PNM operates the EIP on April 1, 2015 (the “EIP Asset Purchase Agreement”), (ii) amends the definitions of “Borrowing Base”, Borrowing Base Assets”, and “Security Documents” to reference the EIP Asset Purchase Agreement and EIP Collateral, (iii) amends Section 2.5 of the Revolving Credit Agreement to allow for loans at integral multiples of \$50,000 instead of \$100,000 over the minimum amounts, (iv) amends Section 5.1(a) to require the Company to form directly-owned Subsidiaries to own Eligible Investments, (v) amends Section 5.1(b) to grant the lenders a security interest in the EIP Collateral, (vi) adds Section 5.4 to include the EIP Collateral in the Borrowing Base valuation, and (vii) adds Section 5.5 to allow the Company to release Collateral.

The description of the First Amendment to Revolving Credit Agreement set forth in this Item 1.01 is qualified in its entirety by the full First Amendment to Revolving Credit Agreement, a copy of which is attached as Exhibit 10.2 to this Current Report on Form 8-K.

Item Financial Statements and Exhibits.
9.01

(d) Exhibits

10.1 First Amendment to Lease, dated June 19, 2013, by and between Pinedale Corridor, LP and Ultra Wyoming LGS, LLC

10.2 First Amendment to Revolving Credit Agreement, dated August 23, 2013, by and among CorEnergy Infrastructure Trust, Inc., KeyBank National Association and the other financial institutions party to the Credit Agreement, as lenders and KeyBank National Association, as administrative agent

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: August 27, 2013

By: /s/ David J. Schulte
David J. Schulte
Chief Executive Officer and
President

Exhibit Index

Exhibit No.	Description
10.1	First Amendment to Lease, dated June 19, 2013, by and between Pinedale Corridor, LP and Ultra Wyoming LGS, LLC
10.2	First Amendment to Revolving Credit Agreement, dated August 23, 2013, by and among CorEnergy Infrastructure Trust, Inc., KeyBank National Association and the other financial institutions party to the Credit Agreement, as lenders and KeyBank National Association, as administrative agent

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this “ Amendment ”) is entered into as of the 19th day of June, 2013 to be effective as of December 20, 2012 (the “ Effective Date ”) by and between PINEDALE CORRIDOR, LP (“ Lessor ”) and ULTRA WYOMING LGS, LLC (“ Lessee ”).

RECITALS

Under date of December 20, 2012, Lessor and Lessee executed and delivered that certain Lease (the “ Lease ”), a memorandum of which (the “ Memorandum ”) is recorded in Book 102 Misc., Page 631 of the Records of the County Clerk of Sublette County, Wyoming. Pursuant to the Lease, Lessor leased to Lessee and Lessee leased from Lessor, upon and subject to the terms and provisions contained in the Lease, the Easement Rights, the Improvements and the Personal Property, all as defined in the Lease and Memorandum. Lessor and Lessee desire to amend the Lease to modify certain definitions set forth in the Lease.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Lessor and Lessee agree as follows:

1. Definitions. Terms used in this Amendment which are defined in the Lease shall, when used herein, have the meaning ascribed to them in the Lease.

2. Amendment. The Lease shall be amended as follows:

(i) The definition of “Easement Rights” set forth in Section 1.1 of the Lease shall be amended to read as follows:

“ **Easement Rights** ” means collectively (a) the right, title and interest in the BLM Easements conveyed to Lessor pursuant to the Purchase Agreement, (b) the right, title and interest of Lessor in the Jensen Easements, and (c) the right, title and interest of Lessor in the Nerd Farm Easement.”

(ii) The definition of “Jensen Easements” set forth in Section 1.1 of the Lease shall be amended to read as follows:

“ **Jensen Easements** ” means the following easements: (a) that certain Grant of Pipeline Easements dated June 24, 2010, recorded in Book 95 Misc., Page 423 of the Official Public Records, from Mary Kay Jensen, as grantor, to Ultra Resources, as grantee, as amended by Amended and Restated Grant of Pipeline Easements dated June 19, 2013 but effective as of June 24, 2010 from the John W. Jensen Family Trust, as grantor, in favor of Ultra Wyoming and Lessor, as grantee, recorded or to be recorded in the Official Public Records, and (b) that certain Grant of Pipeline Easements dated June 24, 2010, recorded in Book 95 Misc., Page 418 of the Official Public Records, from Mary Kay Jensen, as personal representative of the Estate of John W. Jensen, and individually, as

grantor, to Ultra Resources, as grantee, as amended by Amended and Restated Grant of Pipeline Easements from the John W. Jensen Family Trust, as grantor, in favor of Ultra Wyoming and Lessor, as grantee, dated June 19, 2013 but effective as of June 24, 2010, recorded or to be recorded in the Official Public Records, as both such easements were assigned by Ultra Resources to Ultra Wyoming, as such easements were further partially assigned to Lessor pursuant to that certain Partial Assignment of Easements and Transfer of Improvements (LGS) [Jensen Easements] from Ultra Wyoming, as assignor, to Lessor, as assignee, dated as of the Effective Date and recorded in Book 102 Misc., Page 588 of the Official Public Records, as amended by Amendment to Partial Assignment of Easements and Transfer of Improvements (LGS) [Jensen Easements] by and between Ultra Wyoming and Lessor dated June 19, 2013 effective as of Effective Date, recorded or to be recorded in the Official Public Records.”

(iii) The definition of “Nerd Farm Easement” set forth in Section 1.1 of the Lease shall be amended to read as follows:

“ *Nerd Farm Easement* ” means the easements conveyed to Lessor by Easement Agreement and Transfer of Improvements between Ultra Wyoming, as grantor, and Lessor, as grantee, dated as of the Effective Date (but exclusive of the Improvements transferred pursuant to such Easement Agreement and Transfer of Improvements), recorded in Book 102 Misc., Page 499 of the Official Public Records, as amended by Amendment to Easement Agreement and Transfer of Improvements by and between Ultra Wyoming and Lessor dated June 19, 2013 effective as of Effective Date, recorded or to be recorded in the Official Public Records.

3. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of Lessor, and its successors and assigns, and Lessee, and its successors and assigns. The Lease shall be amended only in the particulars set out herein and Lessor and Lessee hereby ratify and confirm the Lease as amended hereby.

4. Further Assurances. Each party hereby agrees to perform any and all acts (including, but not limited to, executing and delivering instruments and documents) as may be reasonably necessary to fully effectuate each and all of the purposes and intent of this Amendment.

5. Partial Invalidation. Should any term or provision hereof be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby, and each remaining term and provision hereof shall be valid and enforceable to the fullest extent permitted by law.

6. Counterparts. This Amendment may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

Executed on the date set out above to be effective as of the Effective Date.

LESSOR:

PINEDALE CORRIDOR, LP,
a Delaware limited partnership

By: Pinedale GP, Inc.,
Delaware corporation,
its sole general partner

By: /s/ Richard C. Green
Richard C. Green, Chairman

Signature Page 1
First Amendment to Lease

LESSEE:

ULTRA WYOMING LGS, LLC,
a Delaware limited liability
company

By: /s/ Marshall D. Smith

Marshall D. Smith,
Senior Vice President and
Chief Financial Officer

Signature Page 2
First Amendment to Lease

The undersigned, in its capacity as the Lessee Guarantor (as such term is defined in the Lease), executes this Amendment to acknowledge its consent to the terms hereof.

ULTRA PETROLEUM CORP.,
a Yukon Territory of Canada
corporation

By: /s/ Marshall D. Smith

Marshall D. Smith,
Senior Vice President and
Chief Financial Officer

Signature Page 3
First Amendment to Lease

The undersigned, in its capacity as the guarantor under the Resources Guaranty (as such term is defined in the Lease), executes this Amendment to acknowledge its consent to the terms hereof.

ULTRA RESOURCES, INC.,
a Wyoming corporation

By: /s/ Marshall D. Smith
Marshall D. Smith,
Senior Vice President and
Chief Financial Officer

Signature Page 4
First Amendment to Lease

The undersigned, in its capacity as the Lessor Guarantor (as such term is defined in the Lease), executes this Amendment to acknowledge its consent to the terms hereof.

COREENERGY
INFRASTRUCTURE TRUST,
INC.,
a Maryland corporation

By: /s/ Richard C. Green
Name: Richard C. Green
Title: Chairman

Signature Page 5
First Amendment to Lease

FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT

This First Amendment to Revolving Credit Agreement (this “*Amendment*”), made as of August 23, 2013, among COREENERGY INFRASTRUCTURE TRUST, INC. a Maryland corporation (“*Borrower*”), any guarantors which may become signatory thereto (“*Guarantors*”), KEYBANK NATIONAL ASSOCIATION, a national banking association (“*KeyBank*”), and the other financial institutions party to the Credit Agreement as lenders (each individually a “*Lender*” and collectively, “*Lenders*”), and KEYBANK NATIONAL ASSOCIATION, as Agent for the Lenders (in such capacity, “*Agent*”).

WITNESSETH:

WHEREAS, Borrower, Guarantors, Lenders and Agent entered into that certain Revolving Credit Agreement dated as of May 8, 2013 (the “*Credit Agreement*”), pursuant to which Lenders established a revolving credit facility for the benefit of Borrower; and

WHEREAS, Borrower has requested that certain terms of the Credit Agreement be modified and amended as hereinafter set forth; and

WHEREAS, Lenders and Agent have agreed to such amendments as set forth herein, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment hereby agree that all capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement, and hereby further agree as follows:

1. Amendments to §1.1 of the Credit Agreement. Section 1.1 of the Credit Agreement, Definitions, is hereby modified and amended as follows:

(a) The following new definitions are added in proper alphabetical sequence:

Collateral Assignment of EIP Collateral. That certain Collateral Assignment of Beneficial Interest and Asset Purchase Agreement executed by Borrower in favor of Agent for the benefit of Lenders in respect of the EIP Collateral, which shall be in form and substance satisfactory to Agent.

EIP Asset Purchase Agreement. That certain Asset Purchase Agreement dated November 1, 2012 among the EIP Trustee, Borrower and PSNM, as it may be modified or amended from time to time.

EIP Collateral. Collectively, (i) Borrower’s beneficial interest under the EIP Trust Agreement and the Trust Estate as defined in the EIP Trust Agreement, and (ii) Borrower’s rights and remedies with respect to the EIP Asset Purchase Agreement, all as more particularly described in the Collateral Assignment of EIP Collateral.

EIP Lease. That certain Amended and Restated Lease dated as of September 1, 1993 between the EIP Trustee, as Lessor, and PSNM, as Lessee, as modified and amended.

EIP Trust Agreement. That certain Trust Agreement dated as of January 2, 1985 between Borrower (as assignee of General Foods Credit Corporation), as Owner Participant, and the EIP Trustee, as modified and amended.

EIP Trustee. U.S. Bank National Association (as the ultimate successor The First National Bank of Boston), in its capacity as Owner Trustee under the EIP Trust Agreement.

First Amendment. The First Amendment to Revolving Credit Agreement dated August 23, 2013, which amends this Agreement.

PSNM. Public Service Company of New Mexico, a New Mexico corporation

(b) The definition of “ Borrowing Base ” is amended by deleting the second sentence thereof in its entirety and inserting the following in lieu thereof:

“The percentage applicable to each Borrowing Base Asset shall be determined by the Required Lenders, and such percentage once determined shall not be reduced by the Required Lenders unless there is a material adverse change with respect to the value of such Borrowing Base Asset as reasonably determined by the Required Lenders.”

(c) The definition of “ Borrowing Base Assets ” is deleted in its entirety and the following definition is inserted in lieu thereof:

Borrowing Base Assets. As of any date of determination, Eligible Assets and Eligible Mortgages that are held by a Loan Party as of such date, and, subject to the terms of §5.4 hereof, until the earlier of (i) the “Closing” as defined in the EIP Asset Purchase Agreement, and (ii) the termination of the EIP Asset Purchase Agreement, the EIP Collateral; provided that Borrowing Base Assets as of any date of determination shall include assets that will become Eligible Assets or Eligible Mortgages substantially concurrently with the funding of any Loan on such date.

(d) The definition of “ Security Documents ” is amended by adding the following sentence at the end thereof:

“Without limiting the generality of the foregoing, the Security Documents include the Collateral Assignment of EIP Collateral.”

2. Amendment to §2.5 of the Credit Agreement. Section 2.5 of the Credit Agreement, Requests for Loans, is amended by deleting the amount “\$100,000” each time it is found in the last sentence of such Section and substituting in lieu thereof the amount “\$50,000”.

3. Amendments to §5 of the Credit Agreement. Section 5 of the Credit Agreement, Guarantors ; Collateral Security, is amended as follows:

(a) Section 5.1(a) is amended by deleting the first sentence thereof in its entirety and substituting in lieu thereof the following:

“The parties acknowledge that Borrower will form directly-owned special purpose Subsidiaries to own the Eligible Investments.”

(b) Section 5.1(b) is amended by inserting a new clause (vii) as set forth below and renumbering the existing clause (vii) as clause (viii):

“(vii) a perfected security interest to be held by Agent for the benefit of Lenders in the EIF Collateral pursuant to the Collateral Assignment of EIP Collateral,”

(c) A new §5.4 shall be added to §5 as follows:

§5.4 EIP Collateral.

Upon execution and delivery by Borrower of the Collateral Assignment of EIP Collateral and Borrower obtaining all necessary consents with respect thereto, the EIP Collateral shall be included in the Borrowing Base. The valuation of such Borrowing Base Asset and the percentage thereof for purposes of determining the Borrowing Base shall be as set forth on Schedule 5.4 attached to the First Amendment. The parties acknowledge and agree that at any time an event of default exists under the EIP Lease or if PSNM fails to make the prepayment of rent as provided in Section 3.2(a)(ii) of the EIP Asset Purchase Agreement and such failure continues for 10 days after January 2, 2014, the percentage advance with respect to the EIP Collateral shall be zero until such event of default under the EIP Lease is cured or such prepayment of rent is made, as applicable.

(d) A new §5.5 shall be added to §5 as follows:

§5.5 Release of Collateral.

From time to time Borrower may request release of Collateral that constitutes a Borrowing Base Asset, together with a release of the Guarantor that owns such Borrowing Base Asset and the Equity Interests in such Guarantor, and Agent will grant such releases and remove such Collateral from the Borrowing Base Assets so long as (i) no Default or Event of Default is then in existence; and (ii) removal of such Collateral from the Borrowing Base will not cause the outstanding principal balance of the Loans to exceed the remaining Borrowing Base.

4. No other Amendments. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided or permitted herein, operate as an amendment or waiver of any right, power or remedy of Agent or Lenders under the Credit Agreement or any of the other Loan Documents, nor constitute an amendment or waiver of any provision of the Credit Agreement or any of the other Loan Documents. Except for the amendments expressly set forth above, the text of the Credit Agreement and all other Loan Documents shall remain unchanged and in full force and effect, and Borrower and Guarantors hereby ratify and confirm their respective obligations thereunder, as herein modified and amended. This Amendment shall not constitute a course of dealing with Agent or Lenders at variance with the Credit Agreement or the other Loan Documents

such as to require further notice by Agent or Lenders to require strict compliance with the terms of the Credit Agreement and the other Loan Documents in the future.

5. Conditions of Effectiveness. This Amendment shall become effective as of the date hereof when, and only when, Agent, on behalf of Lenders, shall have received, in form and substance satisfactory to it, the following:

(a) Counterparts of this Amendment duly executed by Borrower and the Lenders;

(b) True and correct copies of resolutions of the Borrower that authorize the execution, delivery and performance of this Amendment and the other documents executed in connection herewith;

(c) The representations and warranties made pursuant to Section 6 of this Amendment shall be true and correct; and

(d) Payment of all reasonable and documented expenses incurred by Agent and invoiced to Borrower in connection with the execution and delivery of this Amendment, together with reasonable fees and actually incurred expenses of Agent's counsel with respect to this Amendment.

6. Representations and Warranties. Borrower represents and warrants as follows:

(a) The execution, delivery and performance by Borrower of this Amendment are within its legal powers, have been duly authorized by all necessary corporate action and do not contravene (i) Borrower's Organizational Documents, or (ii) any law or contractual restriction binding on or affecting Borrower;

(b) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body, except for those already obtained or made and the filing of Security Documents delivered in connection herewith in the appropriate records office with respect thereto, is required for the due execution, delivery and performance by Borrower of this Amendment;

(c) This Amendment constitutes the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws affecting enforcement of creditor's rights generally and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefore may be brought;

(d) All of the representations and warranties of Borrower in the Loan Documents are true and correct in all material respects as of the date hereof (or if such representations and warranties by their terms relate solely to an earlier date, then as of such earlier date); and

(e) No Default or Event of Default is existing and none would result, in each case upon this Amendment becoming effective and after giving effect hereto.

7. Reference to and Effect on the Loan Documents. Upon the effectiveness of this Amendment, on and after the date hereof: each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the “Credit Agreement,” “thereunder,” “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended and modified hereby.

8. Costs, Expenses and Taxes. Borrower agrees to pay on demand all reasonable out-of-pocket expenses of Agent actually incurred in connection with the preparation, execution and delivery of this Amendment and the other instruments and documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of Agent’s counsel with respect thereto and with respect to advising Agent as to its rights and responsibilities hereunder and thereunder.

9. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

10. Loan Document. This Amendment shall be deemed to be a Loan Document for all purposes.

11. Schedules. Schedule 5.4 attached to this Amendment is hereby incorporated herein and in the Credit Agreement by this reference.

12. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the date first set forth above.

BORROWER :

COREENERGY
INFRASTRUCTURE TRUST,
INC., a
Maryland corporation

By: /s/ David J. Schulte

Name: David J. Schulte

Its: Chief Executive Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BORROWER :

**KEYBANK NATIONAL
ASSOCIATION** , as a
Lender, and as Agent

By: _____
Name:
Its:

KeyBank National Association
1200 Abernathy Road, NE
Suite 1550
Atlanta, Georgia 30328
Attn: Daniel Silbert
Facsimile: (770) 510-2195

SCHEDULE 5.4

Borrowing Base Percentage and Value of EIP Collateral

Initial Borrowing Base:

Net Present Value (NPV) of \$4,267,371 rent prepayment due January 2, 2014 plus \$7,678,246 payment due April 1, 2015, using discount rate of 2.0%

NPV — \$11,658,716

Borrowing Base Advance Rate Percentage = 65%

Borrowing Base — \$7,578,165

Borrowing Base After Payment of \$4,267,371 due January 2, 2014:

NPV of \$7,678,246 payment due April 1, 2015 using discount rate of 2.0%

NPV = \$7,488,825

Borrowing Base Advance Rate Percentage — 65%

Borrowing Base = \$4,867,736