

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): **June 23, 2022**

**Evolve Transition Infrastructure LP**  
(Exact name of registrant as specified in its charter)

<b>Delaware</b> (State or other jurisdiction of incorporation)	<b>001-33147</b> (Commission File Number)	<b>11-3742489</b> (IRS Employer Identification No.)
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<b>1360 Post Oak Blvd, Suite 2400</b> <b>Houston, TX</b> (Address of principal executive offices)	<b>77056</b> (Zip Code)
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Registrant's telephone number, including area code: **(713) 783-8000**

(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Units representing limited partner interests	SNMP	NYSE American

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. ☐

## **Item 1.01 Entry into a Material Definitive Agreement.**

As previously disclosed, on June 24, 2021, Evolve Transition Infrastructure LP (“**Evolve**”) increased the tariff rate for interruptible throughput volumes from the eastern portion (“**Eastern Catarina**”) of Mesquite Energy, Inc.’s (“**Mesquite**”) acreage position in Dimmitt, La Salle, and Webb counties in Texas (“**Catarina Acreage**”). Despite the increase, Mesquite continued to short-pay invoices and was paying the fees being charged for throughput volumes from the western portion of Mesquite’s Catarina Acreage (“**Western Catarina**”) for all throughput volumes from Eastern Catarina (the “**Tariff Short-Pay**”). As previously disclosed, on August 30, 2021, Catarina Midstream, LLC, Evolve’s wholly owned subsidiary (“**Catarina Midstream**”) initiated a non-administered arbitration against SN Catarina, LLC (“**SN Catarina**”) pursuant to the International Institute for Conflict Prevention & Resolution Non-Administered Arbitration Rules (the “**Catarina Arbitration**”). The Catarina Arbitration sought to bring commercial resolution to the tariff rate on Eastern Catarina. Notwithstanding the Tariff Short-Pay, all disputed amounts were held in accounts receivable during the pendency of the Catarina Arbitration. Thereafter, Mesquite and SN Catarina initiated adversary proceeding 21-03931 (MI) (the “**Mesquite Adversary**”) against Evolve and Catarina Midstream in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”).

Also as previously disclosed, on May 27, 2022, in order to resolve the various claims, defenses, causes of action, and other disputes between and among SN Catarina, Catarina Midstream, Mesquite, Evolve, Evolve Transition Infrastructure GP, LLC, the general partner of Evolve (“**Evolve GP**”), SP Holdings, LLC (“**SP Holdings**”), and SN Operating LLC (“**SN Operating**,” collectively, with SN Catarina, Catarina Midstream, Mesquite, Evolve, Evolve GP, and SP Holdings, the “**Settlement Parties**”), including the Catarina Arbitration and the Mesquite Adversary, (i) the Settlement Parties entered into that certain Settlement Agreement (the “**Settlement Agreement**”); and (ii) Mesquite, SN Catarina, and SN Operating filed with the Bankruptcy Court a motion pursuant to Rule 9019 of the Bankruptcy Rules seeking the approval of the Settlement Agreement on an expedited basis (the “**9019 Motion**”). On June 7, 2022, Evolve issued a press release announcing the Bankruptcy Court’s granting of the 9019 Motion and issuance of the Approval Order.

The Approval Order became final and non-appealable on June 21, 2022, thereby triggering the Effective Date (as defined in the Settlement Agreement) of the Settlement Agreement.

### *Payment of Settlement Amount*

In accordance with the terms of the Settlement Agreement, on June 23, 2022, Mesquite paid \$10 million (the “**Settlement Amount**”) to Evolve.

### *Mutual Release*

Also on June 23, 2022, concurrently with the payment of the Settlement Amount, each of the Settlement Parties executed and delivered to each other Settlement Party that certain Mutual Release Agreement, which provides for, among other things, the release of any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, contracts, damages, judgments, claims, and demands whatsoever, in law or equity, known or unknown, asserted or

unasserted, including, but not limited to claims that were or could have been asserted through May 27, 2022, in each case with respect to the accounts receivable attributable to the Tariff Short-Pay or otherwise in connection with the Catarina Arbitration or the Mesquite Adversary (the “**Mutual Release**”).

The foregoing description of the Mutual Release does not purport to be complete and is qualified in its entirety by reference to such document, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

#### *Assignment Agreement*

Also on June 23, 2022, as a result of the occurrence of the Effective Date and concurrently with the payment of the Settlement Amount, Evolve and Mesquite executed and delivered to each other that certain Assignment Agreement, pursuant to which, among other things, Evolve assigned to Mesquite any claims of Evolve arising out of or related to the conduct alleged in *Sanchez Oil & Gas Corp., et al. v. Terra Energy Partners LLC, et al.*, Cause No. 2016-18909 (Dist. Ct., Harris County, Texas, 11th Jud’l Dist.) (the “**Assignment Agreement**”).

The foregoing description of the Assignment Agreement does not purport to be complete and is qualified in its entirety by reference to such document, which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

#### **Item 9.01 Financial Statements and Exhibits.**

##### *(d) Exhibits.*

<b><u>Exhibit No.</u></b>	<b><u>Exhibit</u></b>
10.1	<a href="#"><u>Mutual Release Agreement, effective as of May 27, 2022, by and among Mesquite Energy, Inc., SN Catarina, LLC, SN Operating LLC, Evolve Transition Infrastructure LP, Catarina Midstream, LLC, Evolve Transition Infrastructure GP LLC and SP Holdings, LLC.</u></a>
10.2	<a href="#"><u>Assignment Agreement, dated June 23, 2022, by and between Evolve Transition Infrastructure LP and Mesquite Energy, Inc.</u></a>
104	Cover Page Interactive Data File (formatted as Inline XBRL).

## 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.

### **EVOLVE TRANSITION INFRASTRUCTURE LP**

By: Evolve Transition Infrastructure GP LLC,  
its general partner

Date: June 28, 2022

By: /s/ Charles C. Ward  
Charles C. Ward  
Chief Financial Officer and Secretary

## **MUTUAL RELEASE AGREEMENT**

This Mutual Release Agreement is made and entered into as of May 27, 2022 by and among (a) Mesquite Energy, Inc. (formerly known as Sanchez Energy Corporation) ("Mesquite"), (b) SN Catarina, LLC ("SN Catarina"), (c) SN Operating LLC ("SN Operating," and together with Mesquite and SN Catarina (the "Mesquite Parties"), (d) Evolve Transition Infrastructure LP (formerly known as Sanchez Midstream Partners, LP) ("Evolve"), (e) Catarina Midstream, LLC ("Catarina Midstream"), (f) Evolve Transition Infrastructure GP LLC ("Evolve GP"), and (g) SP Holdings, LLC ("SP Holdings," and together with Evolve, Catarina Midstream, and Evolve GP, the "Evolve Parties"). Each of the Mesquite Parties and the Evolve Parties may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

In consideration of the representations, warranties, covenants, releases, and other agreements contained herein and in the Settlement Agreement entered into by the Parties on May 27, 2022 (the "Settlement Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

***Mesquite Parties' Releases.*** Each of the Mesquite Parties, on behalf of themselves and each of their respective current and former officers, directors, managers, principals, members, shareholders, partners, investors, employees, subsidiaries,<sup>1</sup> affiliates, divisions, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, other professionals, estates, predecessors, successors and assigns, in each case, solely in their capacity as such, does hereby fully, finally, completely, and absolutely RELEASE, ACQUIT, and FOREVER DISCHARGE the Evolve Parties and each of their respective current and former officers, directors, managers, principals, members, shareholders, partners, investors, employees, subsidiaries, affiliates, divisions, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, other professionals, estates, predecessors, successors and assigns, in each case, solely in their capacity as such (collectively, the "Evolve Releasees"), of and from any and all actions, causes of action, as that term is generally understood, Causes of Action, as that term is defined in the Second Amended Joint Chapter 11 Plan of Reorganization of Sanchez Energy Corporation and its Debtor Affiliates, dated as of April 30, 2020 [DKT. #1205], as amended or modified from time to time (the "Plan"), suits, debts, dues, sums of money, accounts, reckonings, contracts, damages, judgments, claims, and demands whatsoever, in law or equity, known or unknown, asserted or unasserted, including, but not limited to claims that were or could have been asserted in (a) the adversary proceeding commenced in the Bankruptcy Cases by Mesquite and SN Catarina against Evolve and Catarina Midstream, Adversary Proceeding No. 21-03931 (MI) (the "Adversary Proceeding") or (b) the arbitration initiated by Catarina Midstream against SN Catarina on August 30, 2021, pursuant to the International Institute For Conflict Prevention & Resolution Non-Administered Arbitrations Rules, including all claims and counterclaims asserted therein (the "Arbitration"), which the Mesquite Parties ever had, now have, or hereafter can, shall, or may have, against any of the Evolve Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world through the Execution Date, as defined in the Settlement Agreement; provided, however,

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<sup>1</sup> For the avoidance of doubt, the Mesquite Parties' Releases include releases on behalf of all Mesquite subsidiaries, including, but not limited to SN Palmetto, LLC; SN Marquis, LLC; SN Cotulla Assets, LLC; SN TMS, LLC; Rockin L Ranch Company, LLC; SN EF Maverick, LLC; SN Payables, LLC; and SN UR Holdings, LLC.

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that nothing in this paragraph shall be deemed to release (i) any claims, defenses, or causes of action that have been or could be asserted against Carnero G&P, LLC (“Carnero”), (ii) any claims, defenses, or causes of action arising from pipeline operations or incidents occurring or discovered on or after the Execution Date, or (iii) claims against Antonio R. Sanchez, Jr., Antonio R. Sanchez, III, Patricio Sanchez, Eduardo Sanchez, Gerald Willinger, or Sanchez Oil & Gas Corp. solely in their capacity as former officers, directors, agents, employees, service providers, or advisors of the Debtors, as defined in the Plan, including such claims currently being tolled pursuant to (x) the Tolling Agreement dated as of August 8, 2021 by and between Mesquite, Antonio R. Sanchez, III, Gerald Willinger, Sanchez Oil & Gas Corp., Antonio R. Sanchez, Jr., Patricio Sanchez, and Eduardo Sanchez, or (y) the Tolling Agreement dated as of August 8, 2021 by and between Mesquite, Antonio R. Sanchez, Jr., Patricio Sanchez, and Eduardo Sanchez, in each case, as such agreement has been amended; for the avoidance doubt, the carveout in this subsection (iii) is not intended to preserve any claims against Antonio R. Sanchez, Jr., Antonio R. Sanchez, III, Patricio Sanchez, Eduardo Sanchez, or Gerald Willinger in their capacity as former officers, directors, agent, employees, service providers or advisors of the Evolve Parties. For the avoidance of doubt, nothing in this paragraph shall be deemed to release any claims, rights, or obligations that arise or exist from or after the Execution Date, as defined in the Settlement Agreement, including any such claims, rights, obligations arising under (a) the Amended and Restated Firm Gathering and Processing Agreement entered into by SN Catarina and Catarina Midstream on May 27, 2022 (the “Restated Gathering Agreement”), (b) the Gas Lift Agreement entered into by SN Catarina and Catarina Midstream on April 16, 2021 (the “Gas Lift Agreement”), (c) the Settlement Agreement, (d) the letter agreement entered into by SN Catarina and Catarina Midstream on May 27, 2022 concerning access to Catarina field office and allocation of shared costs (the “Field Office Agreement”), or (e) with respect to SN UR Holdings, LLC, in its capacity as Limited Partner of Evolve, that certain Third Amended and Restated Agreement of Limited Partnership of Evolve (as the same may be amended or supplemented, from time to time) or any applicable state or federal securities laws.

***Evolve Parties’ Releases.*** Each of the Evolve Parties, on behalf of themselves and each of their respective current and former officers, directors, managers, principals, members, shareholders, partners, investors, employees, subsidiaries, affiliates, divisions, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, other professionals, estates, predecessors, successors and assigns, in each case, solely in their capacity as such, does hereby fully, finally, completely, and absolutely RELEASE, ACQUIT, and FOREVER DISCHARGE the Mesquite Parties and each of their respective current and former officers, directors, managers, principals, members, shareholders, partners, investors, employees, subsidiaries, affiliates, divisions, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, other professionals, estates, predecessors, successors and assigns, in each case, solely in their capacity as such (collectively, the “Mesquite Releasees”), of and from any and all actions, causes of action, as that term is generally understood, Causes of Action, as that term is defined in the Plan, suits, debts, dues, sums of money, accounts, reckonings, contracts, damages, judgments, claims, and demands whatsoever, in law or equity, known or unknown, asserted or unasserted, including, but not limited to claims that were or could have been asserted in (a) the Adversary Proceeding or (b) the Arbitration, which the Evolve Parties ever had, now have, or hereafter can, shall, or may have, against any of the Mesquite Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world through the Execution Date, as defined in the

Settlement Agreement; provided, however, that nothing in this paragraph shall be deemed to release (i) any claims, defenses, or causes of action that have been or could be asserted by Carnero, or (ii) any claims, defenses, or causes of action arising from pipeline operations or incidents occurring or discovered on or after the Execution Date. For the avoidance of doubt, nothing in this paragraph shall be deemed to release any claims, rights, or obligations that arise or exist from or after the Execution Date, as defined in the Settlement Agreement, including any such claims, rights, obligations arising under (a) the Restated Gathering Agreement, (b) the Gas Lift Agreement, (c) the Settlement Agreement, (d) the Field Office Agreement, or (e) with respect to SN UR Holdings, LLC, in its capacity as Limited Partner of Evolve, that certain Third Amended and Restated Agreement of Limited Partnership of Evolve (as the same may be amended or supplemented, from time to time) or any applicable state or federal securities laws.

*[Signature pages follow]*

**MESQUITE ENERGY, INC.**

By: /s/ Cameron W. George\_\_\_\_\_  
Name: Cameron W. George  
Title: Chief Executive Officer

**SN CATARINA, LLC**

By: /s/ Cameron W. George\_\_\_\_\_  
Name: Cameron W. George  
Title: Chief Executive Officer

**SN OPERATING, LLC**

By: /s/ Cameron W. George\_\_\_\_\_  
Name: Cameron W. George  
Title: Chief Executive Officer

*Signature Page to Mutual Release Agreement*

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**EVOLVE TRANSITION INFRASTRUCTURE  
GP LLC**

By: /s/ Charles Ward

Name: Charles Ward

Title: Chief Financial Officer and Secretary

**EVOLVE TRANSITION INFRASTRUCTURE  
LP**

By: Evolve Transition Infrastructure GP LLC,  
*its general partner*

By: /s/ Charles Ward

Name: Charles Ward

Title: Chief Financial Officer and Secretary

**CATARINA MIDSTREAM, LLC**

By: Evolve Transition Infrastructure LP,  
*its sole member*

By: Evolve Transition Infrastructure GP LLC,  
*its general partner*

By: /s/ Charles Ward

Name: Charles Ward

Title: Chief Financial Officer and Secretary

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**SP HOLDINGS, LLC**

By: Stonepeak Catarina Holdings, LLC,  
*its sole member*

By: Stonepeak Texas Midstream Holdco LLC,  
*its managing member*

By: Stonepeak Catarina Upper Holdings, LLC  
*its managing member*

By: Stonepeak Infrastructure Fund (Orion AIV) LP,  
*its managing member*

By: Stonepeak Associates LLC,  
*its general partner*

By: Stonepeak GP Holdings LP,  
*its sole member*

By: Stonepeak GP Investors LLC,  
*its general partner*

By: Stonepeak GP Investors Manager LLC,  
*its managing member*

By: /s/ Jack Howell  
Name: Jack Howell  
Title: Senior Managing Director

*Signature Page to Mutual Release Agreement*

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### Assignment Agreement

This Assignment Agreement (“**Agreement**”) dated as of the date set forth on the signature page hereof, is made by and between EVOLVE TRANSITION INFRASTRUCTURE, LP (formerly known as Sanchez Production Partners LP and Sanchez Midstream Partners, LP), a limited partnership organized under the laws of the State of Delaware (the “**Assignor**”), on the one hand, and MESQUITE ENERGY, INC. (formerly known as Sanchez Energy Corporation), a corporation organized under the laws of the State of Delaware (the “**Assignee**”), on the other hand.

As used herein, “**Adverse Party**” means each of Terra Energy Partners LLC, Benjamin “B.J.” Reynolds, Mark Mewshaw, and Wes Hobbs, together with their respective successors and assigns and any other Person added or joined to the Claim from time to time as a defendant or indemnitor or against whom proceedings are asserted or threatened even if such Person is not named or served, and in each case their respective Affiliates and successors.

As used herein, “**Affiliate**” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. For this purpose, “**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise, and “**Controlling**” and “**Controlled**” have meanings correlative thereto.

As used herein, the “**Claim**” means: the action styled *Sanchez Oil & Gas Corp., et al. v. Terra Energy Partners LLC, et al.*, Cause No. 2016-18909 (Dist. Ct., Harris County, Texas, 11<sup>th</sup> Jud’l Dist.) and any claims of the Assignor arising out of or related to the conduct alleged in such action. The Claim also includes any variations or expansions of the above claims by the addition of any claims and/or parties from time to time, as well as the following: (i) any and all related pre- and post-trial proceedings, processes or appeals (or pre- and post-hearing proceedings, processes or appeals, where applicable) in or in connection with such claim(s), including the pursuit of costs or post-judgment or post-arbitral award remedies; (ii) all proceedings seeking to appeal, challenge, confirm, enforce, modify, correct, vacate or annul a judgment or award, as well as proceedings on remand or retrial or rehearing; (iii) all ancillary, parallel or alternative dispute resolution proceedings and processes arising out of or related to the acts or occurrences alleged in such claim(s) (including conciliation or mediation or court filings seeking discovery for or filed in aid of a contemplated or pending arbitration); (iv) re-filings or parallel filings of such claim(s), and any other legal, diplomatic or administrative proceedings or processes founded on the same or related underlying facts giving rise to or forming a basis for such claim(s); (v) ancillary or enforcement proceedings related to the facts or claims alleged from time to time or that could have been alleged in such claim(s) at any time; (vi) all arrangements, settlements, negotiations, or compromises made with any adverse party having the effect of resolving any of the claims against any adverse party that are or could be or could have been brought in such claim(s); and (vii) all rights to collect any damages or awards or otherwise exercise remedies in connection with any of the foregoing.

As used herein, “**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity or governmental authority.

As used herein, “***Transferred Rights and Liabilities***” means all of the Assignor’s right, title and interest in, to and under and all liabilities of any kind whatsoever resulting from, arising out of or relating to the Claim, including any and all other rights of the Assignor with respect to any of the foregoing and any other rights, benefits, or liabilities of any kind which may now exist or come into existence with respect to any of the foregoing, including, but not limited to, the following:

- (a) any and all gross, pre-tax monetary awards, damages, recoveries, judgments or other property or value awarded to or recovered by or on behalf of (or reduced to a debt owed to) the Assignor on account or as a result or by virtue (directly or indirectly) of the Claim, whether pursuant to any settlement of the Claim or any collection and enforcement efforts with respect to the Claim, whether by negotiation, arbitration, mediation, diplomatic efforts, lawsuit, or otherwise; and includes all of the Assignor’s legal and/or equitable rights, title and interest in and/or to any of the foregoing, whether in the nature of ownership, lien, security interest or otherwise; and (ii) any consequential, rescissionary, statutory, exemplary, or punitive damages, pre-judgment interest (including damages comparable to pre-judgment interest), post-judgment interest, penalties, and attorneys’ fees and other fees and costs awarded or recovered on account thereof; all of the foregoing constitute Transferred Rights and Liabilities in any form, including cash, real estate, negotiable instruments, intellectual or intangible property, choses in action, contract rights, membership rights, subrogation rights, annuities, claims, refunds, and any other rights to payment of cash and/or transfer(s) of things of value or other property (including property substituted therefor), whether delivered or to be delivered in a lump sum or in installments, and from any and all sources;
- (b) any and all actions, claims, suits, causes of action, proceedings, controversies, liabilities, obligations, rights, damages, demands, sums of money owed, or claims for relief of whatever kind or nature, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in law, equity, or otherwise, against one or more of the Adverse Parties and any of their Affiliates and representatives that in any way are based upon, arise out of or are related to the Claim;
- (c) all proceeds of the foregoing (no matter the form of such proceeds); and
- (d) all liabilities, debts, adverse claims, adverse judgements and obligations of Assignor, including those arising under any law (including the common law) or any rule or regulation of any governmental entity or imposed by any court or any arbitrator in a binding arbitration resulting from, arising out of or relating to the Claim.

In return for good and valuable consideration, including the resolution of disputes between the Assignor and Assignee unrelated to the Claim, the Assignor hereby unconditionally and irrevocably assigns to the Assignee all of its right, title and interest in and to the Transferred Rights and Liabilities and Assignee hereby unconditionally and irrevocably accepts the assignment of such Transferred Rights and Liabilities (the “***Assignment***”). The Assignment shall be deemed an absolute and unconditional assignment by Assignor and assumption by Assignee of the

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Transferred Rights and Liabilities, and each and every right relating to the Transferred Rights and Liabilities (economic and otherwise), including the right to collect, enforce, settle, compromise, offer to settle, offer to compromise and satisfy the Transferred Rights and Liabilities.

Pursuant to the Assignment, the Assignor retains neither a duty nor a right to seek payment or obligation to make any payment (or otherwise), in each case, in respect of the Transferred Rights and Liabilities. The Assignee shall bear full responsibility for all collection activities, performance activities and payment activities with respect to the Transferred Rights and Liabilities.

ASSIGNEE SHALL PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND ASSIGNOR AGAINST ANY CLAIMS, SUITS, CAUSES OF ACTION, PROCEEDINGS, CONTROVERSIES, LIABILITIES, OBLIGATIONS, DEBTS, RIGHTS, DAMAGES, DEMANDS, SUMS OF MONEY OWED, OR CLAIMS FOR RELIEF OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ANTICIPATED OR UNANTICIPATED, REDUCED TO JUDGMENT, LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, DISPUTED OR UNDISPUTED, SECURED OR UNSECURED, ASSERTABLE DIRECTLY OR DERIVATIVELY, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, RESULTING FROM, ARISING OUT OF OR RELATED TO THE CLAIM AND TRANSFERRED ASSETS AND LIABILITIES.

The Assignor shall reasonably cooperate with the Assignee in all matters pertaining to collecting and enforcing the Transferred Rights and Liabilities, provided that such cooperation shall be at the sole expense of the Assignee.

The Assignor and Assignee each agrees to execute, acknowledge and deliver all such further certificates, instruments and other documents, and take all such further action as may be reasonably necessary or appropriate to effect the Assignment and allow the Assignee to secure all actual and potential benefits and assume all actual and potential liabilities of the Assignment.

Neither this Agreement nor the Assignment can be waived or modified in any manner except by a written agreement signed by the Assignor and the Assignee.

This Agreement shall be effective as of the date of execution hereof and shall continue in full force and effect indefinitely.

This Agreement shall be construed in accordance with, and this Agreement and all matters arising out of or relating in any way whatsoever to this Agreement (whether in contract, tort or otherwise) shall be governed by, the law of the State of Texas (without reference to any choice of law doctrine that would have the effect of causing this Agreement to be construed in accordance with or governed by the law of any other jurisdiction).

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO

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A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT (A) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND (B) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

**[Signature page follows]**

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IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of June 23, 2022.

**Assignor:**

**EVOLVE TRANSITION INFRASTRUCTURE  
LP**

By: Evolve Transition Infrastructure GP LLC,  
*its general partner*

By: /s/ Charles Ward  
Name: Charles Ward  
Title: Chief Financial Officer and Secretary

**Assignee:**

**MESQUITE ENERGY, INC.**

By: /s/ Cameron W. George  
Name: Cameron W. George  
Title: Chief Executive Officer

*Signature Page to Assignment Agreement*

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