

**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): **November 5, 2021**

Evolve Transition Infrastructure LP

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-33147 (Commission File Number)	11-3742489 (IRS Employer Identification No.)
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1360 Post Oak Blvd, Suite 2400 Houston, TX (Address of principal executive offices)	77056 (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.

Stonepeak Warrant Amendments

As previously disclosed, on August 2, 2019, Evolve Transition Infrastructure LP (“**Evolve**”) issued that certain Warrant Exercisable for Junior Securities to Stonepeak Catarina Holdings LLC (“**Stonepeak**”), which was amended by Amendment No. 1 to Warrant Exercisable for Junior Securities, dated February 24, 2021, Amendment No. 2 to Warrant Exercisable for Junior Securities, dated May 4, 2021, and Amendment No. 3 to Warrant Exercisable for Junior Securities, dated August 2, 2021 (as amended, the “**Warrant**”). The Warrant may be exercised at any time and from time to time until the later of August 2, 2026 and the date 30 days after the date on which all of the Class C Preferred Units representing limited partner interests in Evolve (“**Class C Preferred Units**”) have been redeemed for a number of Junior Securities (as defined in the Warrant) equal to 10% of each applicable class of Junior Securities Deemed Outstanding (as defined in the Warrant) as of the exercise date.

As previously disclosed, on November 16, 2020, Evolve and Stonepeak entered into a letter agreement (the “**Stonepeak Letter Agreement**”), and in accordance with the Stonepeak Letter Agreement, on October 29, 2021, Evolve received written notice of Stonepeak’s election to receive distributions on the Class C Preferred Units for the quarter ended September 30, 2021 in common units representing limited partner interests in Evolve (“**Common Units**”). In accordance with the Stonepeak Letter Agreement, Evolve will issue 10,832,186 Common Units (the “**Q321 Stonepeak Units**”) to Stonepeak on November 22, 2021.

As previously disclosed, Evolve’s Long-Term Incentive Plan, effective March 6, 2015 (the “**LTIP**”), provides that upon the issuance of additional Common Units from time to time, the maximum number of Common Units that may be delivered or reserved for delivery with respect to the LTIP shall be automatically increased (such increase, the “**LTIP Increase**”) by a number of Common Units equal to the lesser of (i) fifteen percent (15%) of such additional Common Units, or (ii) such lesser number of Common Units as determined by the board of directors (the “**Board**”) of Evolve Transition Infrastructure GP LLC, the sole general partner of Evolve (the “**General Partner**”).

On October 29, 2021, the Board determined that the LTIP Increase with respect to the Q321 Stonepeak Units will be fifteen percent (15%), resulting in an additional 1,624,828 Common Units being reserved for delivery with respect to the LTIP.

On November 5, 2021, Evolve and Stonepeak entered into Amendment No. 4 to Warrant Exercisable for Junior Securities (“**Stonepeak Warrant Amendment No. 4**”) to exclude from the Warrant the 1,624,828 Common Units included in the LTIP Increase resulting from the issuance of the Q321 Stonepeak Units.

The foregoing description of Stonepeak Warrant Amendment No. 4 does not purport to be complete and is qualified in its entirety by the full text of Stonepeak Warrant Amendment No. 4, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

As previously disclosed, on November 3, 2021, the Board appointed Randall Gibbs as Chief Executive Officer of the General Partner, Mike Keuss as the President and Chief Operating Officer of the General Partner and Jonathan Hartigan as the President and Chief Investment Officer of the General Partner, with each such appointment becoming effective on December 1, 2021 (the “**New Executives**”). Prior to December 1, 2021, each of Messrs. Gibbs, Keuss and Hartigan will serve as employees of the General Partner.

In connection with the hiring of the New Executives, the New Executives were issued (i) a total of 14,100,000 Common Units in the form of inducement awards as an inducement material to each of the New Executives becoming employees of the General Partner in accordance with Section 711(a) of the NYSE American Company Guide, and (ii) a total of 3,600,000 Common Units in the form of awards pursuant to Evolve’s existing long-term incentive plan (such 17,700,000 Common Units, collectively, the “**New Executive Units**”).

On November 9, 2021, the Board determined that the LTIP Increase with respect to the New Executive Units will be fifteen percent (15%), resulting in an additional 2,655,000 Common Units being reserved for issuance under the LTIP.

Pursuant to the terms of the Warrant, the New Executive Units would be included in Junior Securities Deemed Outstanding. As a result, on November 9, 2021, Evolve and Stonepeak entered into Amendment No. 5 to Warrant Exercisable for Junior Securities (“**Stonepeak Warrant Amendment No. 5**”) to exclude from the Warrant both the New Executive Units and the 2,655,000 Common Units included in the LTIP Increase resulting from the issuance of the New Executive Units.

The foregoing description of Stonepeak Warrant Amendment No. 5 does not purport to be complete and is qualified in its entirety by the full text of Stonepeak Warrant Amendment No. 5, a copy of which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*

Exhibit No. Exhibit

- 10.1 [Amendment No. 4 to Warrant Exercisable for Junior Securities, dated November 5, 2021.](#)
- 10.2 [Amendment No. 5 to Warrant Exercisable for Junior Securities, dated November 9, 2021.](#)

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: November 10, 2021

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

**AMENDMENT NO. 4
TO
WARRANT EXERCISABLE FOR JUNIOR SECURITIES**

This Amendment No. 4 (this “**Amendment**”) to Warrant Exercisable for Junior Securities is entered into effective as of November 5, 2021 by Evolve Transition Infrastructure LP, a Delaware limited partnership (the “**Partnership**”), and Stonepeak Catarina Holdings LLC, a Delaware limited liability company (the “**Holder**”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Third Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of August 2, 2019, as amended by the Letter Agreement (as defined below).

RECITALS

WHEREAS, on August 2, 2019, the Partnership issued to the Holder that certain Warrant Exercisable for Junior Securities, dated August 2, 2019 (the “**Original Warrant**”);

WHEREAS, the Partnership and the Holder entered into Amendment No.1 to Warrant Exercisable for Junior Securities (the “**First Amendment**”);

WHEREAS, the Partnership and the Holder entered into Amendment No. 2 to Warrant Exercisable for Junior Securities (the “**Second Amendment**”);

WHEREAS, the Partnership and the Holder entered into Amendment No. 3 to Warrant Exercisable for Junior Securities (the “**Third Amendment**”);

WHEREAS, the Original Warrant entitles the Holder to receive from the Partnership a number of each class of Junior Securities (including Common Units but excluding Excluded Junior Securities) representing ten percent (10%) of the Junior Securities Deemed Outstanding (as defined in the Original Warrant) of such class as of the Exercise Date (as defined in the Original Warrant);

WHEREAS, Junior Securities Deemed Outstanding includes, among other things, the number of such class of Junior Securities reserved for issuance at such time under the stock option or other equity incentive plans approved by the Board of Directors (the “**Board**”) of Evolve Transition Infrastructure GP LLC, the sole general partner of the Partnership (the “**General Partner**”), regardless of whether such Junior Securities are actually subject to outstanding Options at such time or whether any outstanding Options are actually exercisable at such time;

WHEREAS, the Partnership’s Long-Term Incentive Plan, effective March 6, 2015 (the “**LTIP**”), is such an equity incentive plan approved by the Board;

WHEREAS, on November 16, 2020, the Holder entered into a letter agreement with the Partnership and the General Partner (the “**Letter Agreement**”), pursuant to which the Holder was provided the option to elect to receive the Class C Preferred Quarterly Distribution in Common Units for any Quarter following the Quarter ended September 30, 2020, by providing written notice

to the Partnership no later than the last day of the calendar month following the end of such Quarter;

WHEREAS, on October 29, 2021, pursuant to the Letter Agreement, the Holder provided its notice of election to receive 10,832,186 Common Units in lieu of receiving Class C Preferred PIK Units with respect to the Class C Preferred Quarterly Distribution for the Quarter ended September 30, 2021 (the “**Third Quarter Units**”);

WHEREAS, Section 4(a) of the LTIP, provides that upon the issuance of additional Units from time to time, the maximum number of Units that may be delivered or reserved for delivery with respect to the LTIP shall be automatically increased by a number of Units equal to the lesser of (i) fifteen percent (15%) of such additional Units, or (ii) such lesser number of Units as determined by the Board (such increase, the “**LTIP Increase**”);

WHEREAS, the maximum LTIP Increase resulting from the issuance of the Third Quarter Units is 1,624,828 Units (the “**Third Quarter LTIP Units**”);

WHEREAS, the Third Quarter LTIP Units are Junior Securities Deemed Outstanding for purposes of the Original Warrant; and

WHEREAS, the Partnership and the Holder desire to amend the Original Warrant to include the Third Quarter LTIP Units in the definition of Excluded Junior Securities.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements contained herein, the General Partner does hereby amend the Partnership Agreement as follows:

1. **Amendments.** The Original Warrant is hereby amended as follows:

a. The definition of “Excluded Junior Securities” in Section 1 of the Original Warrant is hereby amended and restated in its entirety as follows:

“**Excluded Junior Securities**” means (i) any class or series of Junior Security that, with respect to distributions on such Junior Securities of cash or property and distributions upon liquidation of the Partnership (taking into account the intended effects of the allocation of gain and losses as provided in this Agreement), ranks junior to the Class C Preferred Units and senior to the Common Units, the proceeds from the sale of which are used to redeem the Class C Preferred Units, (ii) 1,866,823 Common Units reserved for issuance under the LTIP on February 25, 2021, so long as such Common Units are so reserved or issued pursuant to the LTIP, (iii) 2,064,487 Common Units reserved for issuance under the LTIP on May 20, 2021, so long as such Common Units are so reserved or issued pursuant to the LTIP, (iv) 1,201,928 Common Units are so reserved for issuance under the LTIP on August 20, 2021, so long as such Common Units so reserved or issued pursuant to the LTIP, and (v) 1,624,828 Common Units are so reserved for issuance under the LTIP on November 22, 2021, so long as such Common Units are so reserved or issued pursuant to the LTIP.

2. **Agreement in Effect.** Except as amended by this Amendment, the First Amendment, the Second Amendment, the Third Amendment, and the Original Warrant shall remain in full force and effect.

3. Applicable Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to principles of conflicts of laws.

4. Severability. Each provision of this Amendment shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Amendment that are valid, enforceable and legal.

5. Electronic Signature. This Amendment may be executed via facsimile or other electronic transmission (including portable document format (*pdf)), and any such executed facsimile or electronic copy shall be treated as an original.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been executed as of the effective date written above.

PARTNERSHIP:

**EVOLVE TRANSITION
INFRASTRUCTURE LP**

By: Evolve Transition
Infrastructure GP LLC,
its general partner

By: /s/ Charles C. Ward

Name: Charles C. Ward
Title: Chief Financial
Officer and Secretary

HOLDER:

STONEPEAK CATARINA HOLDINGS, LLC

By: Stonepeak Texas Midstream Holdco LLC, its
managing member

By: Stonepeak Associates LLC,
its managing member

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

By: /s/ Luke Taylor

Name: Luke Taylor
Title: Senior Managing Director

**AMENDMENT NO. 5
TO
WARRANT EXERCISABLE FOR JUNIOR SECURITIES**

This Amendment No. 5 (this “**Amendment**”) to Warrant Exercisable for Junior Securities is entered into effective as of November 9, 2021 by Evolve Transition Infrastructure LP, a Delaware limited partnership (the “**Partnership**”), and Stonepeak Catarina Holdings LLC, a Delaware limited liability company (the “**Holder**”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Third Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of August 2, 2019, as amended by the Letter Agreement (as defined below).

RECITALS

WHEREAS, on August 2, 2019, the Partnership issued to the Holder that certain Warrant Exercisable for Junior Securities, dated August 2, 2019 (the “**Original Warrant**”);

WHEREAS, on February 24, 2021, the Partnership and the Holder entered into Amendment No.1 to Warrant Exercisable for Junior Securities (the “**First Amendment**”);

WHEREAS, on May 4, 2021, the Partnership and the Holder entered into Amendment No. 2 to Warrant Exercisable for Junior Securities (the “**Second Amendment**”);

WHEREAS, on August 2, 2021, the Partnership and the Holder entered into Amendment No. 3 to Warrant Exercisable for Junior Securities (the “**Third Amendment**”);

WHEREAS, on November 5, 2021, the Partnership and the Holder entered into Amendment No. 4 to Warrant Exercisable for Junior Securities (the “**Fourth Amendment**,” and, the Original Warrant, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, the “**Warrant**”);

WHEREAS, the Warrant entitles the Holder to receive from the Partnership a number of each class of Junior Securities (including Common Units but excluding Excluded Junior Securities) representing ten percent (10%) of the Junior Securities Deemed Outstanding (as defined in the Warrant) of such class as of the Exercise Date (as defined in the Warrant);

WHEREAS, Junior Securities Deemed Outstanding includes, among other things, (i) the number of such class of Junior Securities actually Outstanding at such time, and (ii) the number of such class of Junior Securities reserved for issuance at such time under the stock option or other equity incentive plans approved by the Board of Directors (the “**Board**”) of Evolve Transition Infrastructure GP LLC, the sole general partner of the Partnership (the “**General Partner**”), regardless of whether such Junior Securities are actually subject to outstanding Options at such time or whether any outstanding Options are actually exercisable at such time;

WHEREAS, on November 3, 2021, the Board appointed Randall Gibbs as Chief Executive Officer of the General Partner, Mike Keuss as the President and Chief Operating Officer of the General Partner and Jonathan Hartigan as the President and Chief Investment Officer of the

General Partner, with each such appointment becoming effective on December 1, 2021 (the “**New Executives**”). Prior to December 1, 2021, each of Messrs. Gibbs, Keuss and Hartigan will serve as employees of the General Partner;

WHEREAS, in connection with the hiring of the New Executives, the New Executives were issued (i) a total of 14,100,000 Common Units in the form of inducement awards as an inducement material to each of the New Executives becoming employees of the General Partner in accordance with Section 711(a) of the NYSE American Company Guide, and (ii) a total of 3,600,000 Common Units in the form of awards pursuant to Evolve’s existing long-term incentive plan (such 17,700,000 Common Units, collectively, the “**New Executive Units**”);

WHEREAS, the New Executive Units qualify as Junior Securities Deemed Outstanding for purposes of the Warrant;

WHEREAS, Section 4(a) of the Partnership’s Long-Term Incentive Plan, effective March 6, 2015 (the “**LTIP**”), provides that upon the issuance of additional Units from time to time, the maximum number of Units that may be delivered or reserved for delivery with respect to the LTIP shall be automatically increased by a number of Units equal to the lesser of (i) fifteen percent (15%) of such additional Units, or (ii) such lesser number of Units as determined by the Board (such increase, the “**LTIP Increase**”);

WHEREAS, the maximum LTIP Increase resulting from the issuance of the New Executive Units is 2,655,000 Units (the “**LTIP Units**”);

WHEREAS, the LTIP Units also qualify as Junior Securities Deemed Outstanding for purposes of the Warrant; and

WHEREAS, the Partnership and the Holder desire to amend the Warrant to include the New Executive Units and the LTIP Units in the definition of Excluded Junior Securities.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements contained herein, the General Partner does hereby amend the Partnership Agreement as follows:

1. Amendments. The Warrant is hereby amended as follows:

a. The definition of “Excluded Junior Securities” in Section 1 of the Warrant is hereby amended and restated in its entirety as follows:

“**Excluded Junior Securities**” means (i) any class or series of Junior Security that, with respect to distributions on such Junior Securities of cash or property and distributions upon liquidation of the Partnership (taking into account the intended effects of the allocation of gain and losses as provided in this Agreement), ranks junior to the Class C Preferred Units and senior to the Common Units, the proceeds from the sale of which are used to redeem the Class C Preferred Units, (ii) 1,866,823 Common Units reserved for issuance under the LTIP on February 25, 2021, so long as such Common Units are so reserved or issued pursuant to the LTIP, (iii) 2,064,487 Common Units reserved for issuance under the LTIP on May 20, 2021, so long as such Common Units are so reserved or issued pursuant to the LTIP, (iv) 1,201,928 Common Units reserved for issuance under the LTIP on August 20,

2021, so long as such Common Units so reserved or issued pursuant to the LTIP, (v) 17,700,000 Common Units issued to Randall Gibbs, Mike Keuss and Jonathan Hartigan pursuant to the New Executive Award Agreement, so long as such Common Units vest and are not otherwise forfeited, (vi) 2,655,000 Common Units reserved for issuance under the LTIP on November 9, 2021, so long as such Common Units are so reserved or issued pursuant to the LTIP, (vii) 1,624,828 Common Units reserved for issuance under the LTIP on November 22, 2021, so long as such Common Units are so reserved or issued pursuant to the LTIP.

b. The following definition of “New Executive Award Agreements” is hereby added to Section 1 of the Warrant in appropriate alphabetical order:

“**New Executive Award Agreements**” means (i) the Inducement Award Agreement Relating to Restricted Units, dated November 3, 2021, between Randall L. Gibbs and Evolve Transition Infrastructure GP LLC, (ii) the Inducement Award Agreement Relating to Restricted Units, dated November 3, 2021, between Mike Keuss and Evolve Transition Infrastructure GP LLC, (iii) the Inducement Award Agreement Relating to Restricted Units, dated November 3, 2021, between Jonathan Hartigan and Evolve Transition Infrastructure GP LLC, (iv) the Award Agreement Relating to Restricted Units, dated November 3, 2021, between Randall L. Gibbs and Evolve Transition Infrastructure GP LLC, (v) the Award Agreement Relating to Restricted Units, dated November 3, 2021, between Mike Keuss and Evolve Transition Infrastructure GP LLC, and (vi) the Award Agreement Relating to Restricted Units, dated November 3, 2021, between Jonathan Hartigan and Evolve Transition Infrastructure GP LLC.

2. **Agreement in Effect.** Except as amended by this Amendment, the Warrant shall remain in full force and effect.

3. **Applicable Law.** This Amendment shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to principles of conflicts of laws.

4. **Severability.** Each provision of this Amendment shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Amendment that are valid, enforceable and legal.

5. **Electronic Signature.** This Amendment may be executed via facsimile or other electronic transmission (including portable document format (*.pdf)), and any such executed facsimile or electronic copy shall be treated as an original.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been executed as of the effective date written above.

PARTNERSHIP:

**EVOLVE TRANSITION
INFRASTRUCTURE LP**

By: Evolve Transition
Infrastructure GP LLC,
its general partner

By: /s/ Charles C. Ward

Name: Charles C. Ward
Title: Chief Financial
Officer and Secretary

HOLDER:

STONEPEAK CATARINA HOLDINGS, LLC

By: Stonepeak Texas Midstream Holdco LLC, its
managing member

By: Stonepeak Associates LLC,
its managing member

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

By: /s/ Luke Taylor

Name: Luke Taylor
Title: Senior Managing Director