

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): February 26, 2021 (February 24, 2021)

**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**

**Sanchez Midstream Partners LP**  
(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 August 2, 2019, Sanchez Midstream Partners LP (the “Partnership”) issued that certain Warrant Exercisable for Junior Securities (the “Warrant”) to Stonepeak Catarina Holdings LLC (“Stonepeak”). 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 the Partnership (“Class C Preferred Units”) have been redeemed for a number of Junior Securities (as such term is defined in the Warrant) equal to 10% of each applicable class of Junior Securities then outstanding as of the exercise date.

As previously disclosed, on November 16, 2020, the Partnership and Stonepeak entered into a letter agreement (the “Stonepeak Letter Agreement”), and in accordance with the Stonepeak Letter Agreement, on January 28, 2021, the Partnership received written notice of Stonepeak’s election to receive distributions on the Class C Preferred Units for the quarter ended December 31, 2020 in common units representing limited partner interests in the Partnership (“Common Units”). In accordance with the Stonepeak Letter Agreement, the Partnership has issued 12,445,491 Common Units (the “Q420 Stonepeak Units”) to Stonepeak.

As previously disclosed, the Partnership’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 of Sanchez Midstream Partners GP LLC, the Partnership’s general partner (the “General Partner”).

On February 24, 2021, the Partnership and Stonepeak entered into Amendment No. 1 to Warrant Exercisable for Junior Securities to exclude from the Warrant the 1,866,823 Common Units included in the LTIP Increase resulting from the issuance of the Q420 Stonepeak Units. No LTIP Increase was made with respect to the prior issuance of Common Units pursuant to the Stonepeak Letter Agreement with respect to the quarter ended September 3, 2020.

**Item 3.02 Unregistered Sales of Equity Securities.**

As previously disclosed, on November 16, 2020, the Partnership and Stonepeak entered into the Stonepeak Letter Agreement, and in accordance with the Stonepeak Letter Agreement, on January 28, 2021, the Partnership received written notice of Stonepeak’s election to receive distributions on the Class C Preferred Units for the quarter ended December 31, 2020 in Common Units.

Following satisfaction of each of the issuance conditions required in the Stonepeak Letter Agreement, on February 25, 2021, the Partnership issued the Q420 Stonepeak Units to Stonepeak. The issuance of the Q420 Stonepeak Units was a private placement of equity securities made in reliance on an exemption from the registration requirements of the Securities Act of 1933, as amended, pursuant to Section 4(a)(2) thereof as a transaction by an issuer not involving a public offering.

**Item 5.03      Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

Effective February 26, 2021, the Partnership changed its name to Evolve Transition Infrastructure LP (the “LP Name Change”). The LP Name Change was effected pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act (the “DRULPA”) by filing a Certificate of Amendment to Certificate of Limited Partnership of the Partnership (the “LP Certificate”) with the Secretary of State of the State of Delaware. Under the DRULPA and the Third Amended and Restated Agreement of Limited Partnership of the Partnership, the name change did not require approval of the Partnership’s unitholders.

Effective February 26, 2021, the General Partner changed its name to Evolve Transition Infrastructure GP LLC (the “GP Name Change” and, together with the LP Name Change, the “Name Changes”). The GP Name Change was effected pursuant to Section 18-202 of the Delaware Limited Liability Company Act by filing a Certificate of Amendment to Certificate of Formation of the General Partner (the “GP Certificate”) with the Secretary of State of the State of Delaware.

To reflect the Name Changes, effective February 26, 2021, (i) the General Partner entered into Amendment No. 1 to Third Amended and Restated Agreement of Limited Partnership of the Partnership (the “Partnership Agreement Amendment”), and (ii) SP Holdings, LLC, the sole member of the General Partner, entered into Amendment No. 5 to Limited Liability Company Agreement of the General Partner (the “GP LLC Amendment”).

The Name Changes do not affect the rights of the Partnership’s unitholders. There were no other changes to the LP Certificate or other formation documents of the Partnership or General Partner in connection with the Name Changes.

The foregoing descriptions of the LP Certificate, the GP Certificate, the Partnership Agreement Amendment and the GP LLC Amendment do not purport to be complete and are qualified in their entirety by reference to the full and complete text of the LP Certificate, the Partnership Agreement Amendment, the GP Certificate and the GP LLC Amendment, which are attached to this Current Report on Form 8-K as Exhibit 3.1, Exhibit 3.2, Exhibit 3.3 and Exhibit 3.4, respectively, and are incorporated herein by reference.

**Item 8.01      Other Events.**

The Common Units trade on the NYSE American under the ticker symbol “SNMP.” The LP Name Change will not result in any change to the ticker symbol.

The CUSIP number for the Common Units has changed as a result of the LP Name Change. The new CUSIP number is 30053M 104. No action is required by unitholders with respect to the Name Changes or the change in CUSIP number.

**Item 9.01 Financial Statements and Exhibits.**

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Exhibit</u>
3.1	<a href="#"><u>Certificate of Amendment to Certificate of Limited Partnership of Sanchez Midstream Partners LP, effective February 26, 2021.</u></a>
3.2	<a href="#"><u>Amendment No. 1 to the Third Amended and Restated Agreement of Limited Partnership of Sanchez Midstream Partners LP, effective February 26, 2021.</u></a>
3.3	<a href="#"><u>Certificate of Amendment to Certificate of Formation of Sanchez Midstream Partners GP LLC, effective February 26, 2021.</u></a>
3.4	<a href="#"><u>Amendment No. 5 to the Limited Liability Company Agreement of Sanchez Midstream Partners GP LLC, effective February 26, 2021.</u></a>

## 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.

### **SANCHEZ MIDSTREAM PARTNERS LP**

By: Sanchez Midstream Partners GP LLC,  
its general partner

Date: February 26, 2021

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

**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
SANCHEZ MIDSTREAM PARTNERS LP**

Pursuant to Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, the undersigned does hereby certify as follows:

FIRST: The name of the Limited Partnership is Sanchez Midstream Partners LP.

SECOND: Article 1 of the Certificate of Limited Partnership shall be amended in its entirety as follows:

“1. The name of the Partnership is: Evolve Transition Infrastructure LP.”

Article 3 of the Certificate of Limited Partnership shall be amended in its entirety as follows:

“3. The name and business address of the sole general partner is:

Evolve Transition Infrastructure GP LLC  
1360 Post Oak Blvd, Suite 2400  
Houston, Texas 77056”

THIRD: This Certificate shall become effective on February 26, 2021, at 4:00 p.m. Eastern Time.

IN WITNESS WHEREOF, the undersigned executed this Certificate of Amendment to the Certificate of Limited Partnership on this 26<sup>th</sup> day of February, 2021.

SANCHEZ MIDSTREAM PARTNERS LP

By: Sanchez Midstream Partners GP LLC,  
its general partner

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

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**AMENDMENT NO. 1**  
**TO**  
**THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP**  
**OF**  
**SANCHEZ MIDSTREAM PARTNERS LP**

This Amendment No. 1 (this “**Amendment**”) to Third Amended and Restated Agreement of Limited Partnership of Sanchez Midstream Partners LP, a Delaware limited partnership (the “**Partnership**”), dated as of August 2, 2019 (the “**Partnership Agreement**”), is entered into effective as of February 26, 2021 by Sanchez Midstream Partners GP LLC, a Delaware limited liability company (the “**General Partner**”), as the sole general partner of the Partnership, pursuant to Section 13.1 of the Partnership Agreement. Capitalized terms used but not defined herein have the meanings ascribed to them in the Partnership Agreement.

**RECITALS**

**WHEREAS**, (i) Section 2.2 of the Partnership Agreement provides that the General Partner may change the name of the Partnership at any time and from time to time and, (ii) Section 13.1(a) of the Partnership Agreement provides that the General Partner may unilaterally amend the Partnership Agreement to reflect a change in the name of the Partnership;

**WHEREAS**, the General Partner desires to change the name of the Partnership from “Sanchez Midstream Partners LP” to “Evolve Transition Infrastructure LP” and to amend the Partnership Agreement to reflect such change;

**WHEREAS**, SP Holdings, LLC, a Texas limited liability company, has taken appropriate action to approve changing the name of the General Partner from “Sanchez Midstream Partners GP LLC” to “Evolve Transition Infrastructure GP LLC”, and the General Partner desires to amend the Partnership Agreement to reflect such change.

**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 Partnership Agreement is hereby amended as follows:
    - a. The Partnership Agreement is hereby amended to change all references to “Sanchez Midstream Partners LP” appearing therein to “Evolve Transition Infrastructure LP”.
    - b. The Partnership Agreement is hereby amended to change all references to “Sanchez Midstream Partners GP LLC” appearing therein to “Evolve Transition Infrastructure GP LLC”.
  2. **Agreement in Effect**. Except as hereby amended, the Partnership Agreement 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.
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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.



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

**GENERAL PARTNER:**

**SANCHEZ MIDSTREAM  
PARTNERS GP LLC**

By: /s/ Charles C. Ward

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

*Signature Page to Amendment No. 1 to  
Third Amended and Restated Agreement of Limited Partnership of Sanchez Midstream Partners LP*

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CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF FORMATION  
OF  
SANCHEZ MIDSTREAM PARTNERS GP LLC

This Certificate of Amendment to Certificate of Formation of Sanchez Midstream Partners GP LLC (the “Company”) is executed and filed pursuant to the provisions of Section 18-202 of the Delaware Limited Liability Company Act. The undersigned does hereby certify as follows:

1. The name of the limited liability company is Sanchez Midstream Partners GP LLC.
2. The Certificate of Formation of the Company is hereby amended to reflect a change in the name of the Company by deleting Article 1 of the Certificate of Formation in its entirety and adding the following:

“1. **Name.** The name of the Company is: Evolve Transition Infrastructure GP LLC.”
3. This Certificate shall become effective on February 26, 2021, at 4:00 p.m. Eastern Time.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to the Certificate of Formation as of the 26<sup>th</sup> day of February, 2021.

SANCHEZ MIDSTREAM PARTNERS GP LLC

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

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**AMENDMENT NO. 5  
TO  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
SANCHEZ MIDSTREAM PARTNERS GP LLC**

This Amendment No. 5 (this “**Amendment**”) to Limited Liability Company Agreement of Sanchez Midstream Partners GP LLC (the “**Company**”), a Delaware limited liability company and sole general partner of Sanchez Midstream Partners LP, a Delaware limited partnership (the “**Partnership**”), dated March 2, 2015, as amended by Amendment No. 1 thereto dated May 8, 2015, Amendment No. 2 thereto dated October 14, 2015, Amendment No. 3 thereto dated August 2, 2019 and Amendment No. 4 thereto dated September 7, 2020 (as amended, the “**LLC Agreement**”), is entered into effective as of February 26, 2021 by SP Holdings, LLC, a Texas limited liability company, as the sole Member of the Company (the “**Member**”). Capitalized terms used but not defined herein have the meanings ascribed to them in the LLC Agreement.

**RECITALS**

**WHEREAS**, Section 11.4 of the LLC Agreement provides that the LLC Agreement may be amended only by a written instrument executed by all Members;

**WHEREAS**, the Member is the sole member;

**WHEREAS**, the Company desires to change its name from “Sanchez Midstream Partners GP LLC” to “Evolve Transition Infrastructure GP LLC” and to amend the LLC Agreement to reflect such change; and

**WHEREAS**, the Company also desires to change the name of the Partnership from “Sanchez Midstream Partners LP” to “Evolve Transition Infrastructure LP”, and the Member desires to amend the LLC Agreement to reflect such change.

**NOW, THEREFORE**, in consideration of the covenants, conditions and agreements contained herein, the Member does hereby amend the LLC Agreement as follows:

1. **Amendments.** The LLC Agreement is hereby amended as follows:
    - a. The LLC Agreement is hereby amended to change all references to “Sanchez Midstream Partners GP LLC” appearing therein to “Evolve Transition Infrastructure GP LLC”.
    - b. The LLC Agreement is hereby amended to change all references to “Sanchez Midstream Partners LP” appearing therein to “Evolve Transition Infrastructure LP”.
  2. **Agreement in Effect.** Except as hereby amended, the LLC Agreement shall remain in full force and effect.
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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.

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

**MEMBER:**

**SP HOLDINGS, LLC**

By: Stonepeak Catarina Holdings, LLC,  
its sole member

By: Stonepeak Texas Midstream Holdco LLC,  
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  
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Name: Jack Howell  
Title: Senior Managing Director

By: /s/ Luke Taylor  
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Name: Luke Taylor  
Title: Senior Managing Director

*Signature Page to Amendment No. 5 to  
Limited Liability Company Agreement of Sanchez Midstream Partners GP LLC*

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