

**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): **July 17, 2023**

**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.)

**1360 Post Oak Blvd, Suite 2400**  
**Houston, TX**  
(Address of principal executive offices)

**77056**  
(Zip Code)

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:**

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
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 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

Effective July 17, 2023, Evolve Transition Infrastructure GP LLC (the “General Partner”), the general partner of Evolve Transition Infrastructure LP (the “Partnership”), entered into Amendment No. 3 to Third Amended and Restated Agreement of Limited Partnership of the Partnership (the “Partnership Agreement Amendment”). The Partnership Agreement Amendment was effected to, among other things, make such changes as were necessary and appropriate in connection with the previously announced one-for-thirty reverse split (the “Reverse Split”) of its common units representing limited partner interests in the Partnership (“Common Units”).

The foregoing description of the Partnership Agreement Amendment does not purport to be complete and is qualified in its entirety by the full text of the Partnership Agreement Amendment, a copy of which is filed as Exhibit 3.1 hereto and incorporated herein by reference.

**Item 8.01 Other Events.**

As previously disclosed, the Partnership announced a Reverse Split of its Common Units to be effective after the over-the-counter market closes on July 17, 2023 subject to the right of the Financial Industry Regulatory Authority (“FINRA”) to undertake additional review that could further delay implementation of the Reverse Split. FINRA’s additional review did not further delay the implementation of the Reverse Split and the Common Units started trading on a split-adjusted basis when the over-the-counter market opened on July 18, 2023. Following the effectiveness of the Reverse Split, the Common Units have a new CUSIP number (30053M203). Additionally, for a period of 20 business days, including the effective date of the Reverse Split, a “D” will be appended to the ticker symbol so that it reads “SNMPD”. The ticker symbol will revert to “SNMP” after such 20-business day period expires.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Exhibit</b>
3.1	<a href="#">Amendment No. 3 to Third Amended and Restated Agreement of Limited Partnership of Evolve Transition Infrastructure LP, effective July 17, 2023.</a>
104	Cover Page Interactive Data File (formatted as Inline XBRL).

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**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: July 20, 2023

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

**AMENDMENT NO. 3 TO  
THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED  
PARTNERSHIP OF  
EVOLVE TRANSITION INFRASTRUCTURE LP**

This Amendment No. 3 (this “**Amendment**”) to the Third Amended and Restated Agreement of Limited Partnership of Evolve Transition Infrastructure LP, a Delaware limited partnership (the “**Partnership**”), dated as of August 2, 2019, as amended by the letter agreement, dated as of November 16, 2023, by and between the Partnership and Stonepeak Catarina Holdings, LLC, as further amended by Amendment No. 1 thereto, effective as of February 26, 2021 and Amendment No. 2 thereto, effective as of May 15, 2023 (as amended, the “**Partnership Agreement**”) is entered into effective as of July 17, 2023. Capitalized terms used but not otherwise defined in this Amendment have the meanings given to such terms in the Partnership Agreement.

**RECITALS**

**WHEREAS**, Section 13.1(d) of the Partnership Agreement provides that the General Partner, without the approval of any Partner, may amend any provision of the Partnership Agreement to reflect a change that does not adversely affect the Limited Partners in any material respect or that the General Partner determines to be necessary or appropriate in connection with a split of its Partnership Interests; and

**WHEREAS**, Section 5.6(a) of the Partnership Agreement provides that the Partnership may effect a combination of Partnership Interests so long as, after any such event, each Partner shall have the same Percentage Interest in the Partnership as before such event; and

**WHEREAS**, the General Partner, on behalf of the Partnership, has previously authorized a one-for-thirty reverse split of its Common Units, to be effected by the combination of each thirty Common Units Outstanding into one Common Unit (the “**Unit Split**”); and

**WHEREAS**, in accordance with Section 5.6(b) of the Partnership Agreement, the General Partner set July 17, 2023 as the Record Date for the Unit Split and provided notice to the Partnership’s Record Holders that the combination of Common Units in connection with the Unit Split would occur on such Record Date; and

**WHEREAS**, the Board of Directors, for and on behalf of the General Partner, deems it in the best interests of the Partnership to adopt this Amendment in order to, among other things, make such changes as are necessary and appropriate in connection with the Unit Split.

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

A. Amendments. The Partnership Agreement is hereby amended as follows:

1. The definition of “First Target Distribution” in Section 1.1 of the Partnership Agreement is hereby amended to substitute the following for “\$0.575” appearing therein: “\$17.25”.

2. The definition of “Minimum Quarterly Distribution” in Section 1.1 of the Partnership Agreement is hereby amended to substitute the following for “\$0.50” appearing therein: “\$15.00”.

3. The definition of “Second Target Distribution” in Section 1.1 of the Partnership Agreement is hereby amended to substitute the following for “\$0.625” appearing therein: “\$18.75”.

4. The definition of “Third Target Distribution” in Section 1.1 of the Partnership Agreement is hereby amended to substitute the following for “\$0.875” appearing therein: “\$26.25”.

B. Agreement in Effect. Except as hereby amended, the Partnership Agreement shall remain in full force and effect.

C. 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.

D. 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.

*[Signature Page Follows]*

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

**GENERAL PARTNER:**

**EVOLVE TRANSITION INFRASTRUCTURE GP LLC**

By: /s/ Charles C. Ward  
Name: Charles C. Ward  
Title: *Interim Chief Executive Officer, Chief Financial Officer  
and Secretary*

*Signature Page to Amendment No. 3 to  
Third Amended and Restated Agreement of Limited Partnership of  
Evolve Transition Infrastructure LP*