

**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): **May 15, 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:

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

Effective May 15, 2023, Evolve Transition Infrastructure GP LLC (the “General Partner”), the general partner of Evolve Transition Infrastructure LP (the “Partnership”), entered into Amendment No. 2 to Third Amended and Restated Agreement of Limited Partnership of the Partnership (the “Partnership Agreement Amendment”). The Partnership Agreement Amendment was effected to make changes to clarify the permissible treatment of fractional Units as a result of any distribution, subdivision or combination of 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 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Exhibit
3.1	Amendment No. 2 to Third Amended and Restated Agreement of Limited Partnership of Evolve Transition Infrastructure LP, effective May 15, 2023.
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: May 16, 2023

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

**AMENDMENT NO. 2
TO
THIRD AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP OF
EVOLVE TRANSITION INFRASTRUCTURE LP**

This Amendment No. 2 (this “**Amendment**”) to 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, 2020, by and between the Partnership and Stonepeak Catarina Holdings, LLC, as further amended by Amendment No. 1 thereto, effective as of February 26, 2021 (the “**Partnership Agreement**”), is entered into effective as of May 15, 2023 by Evolve Transition Infrastructure 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, Section 13.1(d)(i) of the Partnership Agreement provides that the General Partner may unilaterally amend the Partnership Agreement to reflect a change that does not adversely affect the Limited Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect;

WHEREAS, the General Partner desires to amend the Partnership Agreement to make changes to Section 5.6 in order to clarify the permissible treatment of fractional Units as a result of any distribution, subdivision or combination of Units;

WHEREAS, SP Holdings, LLC, a Texas limited liability company, has taken appropriate action to approve this Amendment, 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 second sentence of Section 5.6(d) of the Partnership Agreement is hereby amended and restated in its entirety as follows:

If a distribution, subdivision or combination of Units would result in the issuance of fractional Units but for the provisions of Section 5.4(d) and this Section 5.6(d), then, with respect to the fraction of one Unit that a Unitholder would otherwise be entitled, the General Partner may: (i) round such fractional Unit to the nearest Unit (with fractional Units equal to or greater than 0.5 Unit rounded to the next higher whole Unit), or (ii) make a cash payment for such fractional Unit (without interest and rounded up to the nearest whole cent) based on the Closing Price of

the Common Units on the Trading Day immediately prior to the effective date of such distribution, subdivision or combination.

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.

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 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. 2 to
Third Amended and Restated Agreement of Limited Partnership of Evolve Transition Infrastructure LP*