
**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 16, 2018

InfraREIT, Inc.

(Exact name of registrant as specified in its charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

001-36822
(Commission
File Number)

75-2952822
(IRS Employer
Identification No.)

**1900 North Akard Street
Dallas, Texas**
(Address of Principal Executive Offices)

75201
(Zip Code)

Registrant's telephone number, including area code: (214) 855-6700

(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 (see General Instruction A.2. below):

- 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).

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

On May 16, 2018, InfraREIT, Inc. (the “Company”) and its subsidiary, InfraREIT Partners, LP, entered into an amendment (the “Amendment”) to the Management Agreement, dated January 29, 2015 (the “Management Agreement”), with Hunt Utility Services, LLC (“Hunt Manager”). The Amendment modifies certain notice periods required by the Management Agreement in connection with the expiration of the initial term of the Management Agreement on December 31, 2019, including extending the date by which notice must be given of any decision on behalf of the Company to terminate the Management Agreement upon its expiration. As amended, if the Company’s independent directors decide to terminate the Management Agreement upon the expiration of the initial term, the Company must give Hunt Manager notice of the termination no later than June 30, 2019 and otherwise comply with the existing termination provisions of the Management Agreement.

The foregoing description of the Amendment is qualified in its entirety by reference to the complete text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

As more fully described in the section entitled “Transactions with Related Persons” included in the Company’s definitive proxy statement filed with the Securities and Exchange Commission on March 22, 2018, which section is incorporated herein by reference, Hunt Manager is indirectly owned by Hunt Consolidated, Inc., which is deemed to be a beneficial owner of more than 5% of the Company’s common stock. Hunter L. Hunt, a member of the Company’s Board of Directors, indirectly controls Hunt Consolidated, Inc.

Item 5.07. Submission of Matters to a Vote of Security Holders

On May 16, 2018, the Company held its 2018 Annual Meeting of Stockholders. The following proposals were adopted by the margins indicated:

1. The election of two Class III directors to serve for a three-year term and until their respective successors are duly elected and qualify:

Director Name	For	Withheld <i>(number of shares)</i>	Broker Non-Votes
John Gates	39,344,936	214,310	1,249,274
Harold R. Logan, Jr.	32,613,941	6,945,305	1,249,274

2. The ratification of the selection of Ernst & Young LLP as the Company’s independent registered public accounting firm for the fiscal year ending December 31, 2018.

	Number of Shares
For	40,707,888
Against	76,884
Abstain	23,748

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

EXHIBIT
NUMBER

DESCRIPTION

10.1 — [First Amendment to Management Agreement, dated May 16, 2018, among InfraREIT, Inc., InfraREIT Partners, LP and Hunt Utility Services, LLC.](#)

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.

Date: May 18, 2018

InfraREIT, Inc.

By: /s/ Stacey H. Doré

Stacey H. Doré

Senior Vice President and General Counsel

**FIRST AMENDMENT
to
Management Agreement**

May 16, 2018

This First Amendment (this “Amendment”) to the Management Agreement (as defined below) is entered into by and among InfraREIT, Inc. (the “Company”), InfraREIT Partners, LP (the “Operating Partnership”) and Hunt Utility Services, LLC (the “Manager” and, together with the Company and the Operating Partnership, the “Parties”) effective as of May 16, 2018. Capitalized terms used herein that are not otherwise defined herein will have the meanings assigned to such terms in the Management Agreement.

WHEREAS, the Parties entered into that certain Management Agreement, dated January 29, 2015 (the “Management Agreement”), pursuant to which the Manager manages the Company Entities’ day-to-day operations, subject to the oversight of the Company’s Board of Directors;

WHEREAS, the Initial Term of the Management Agreement will expire on December 31, 2019, and, unless otherwise terminated in accordance with its terms, the Management Agreement will automatically renew for a Renewal Term at such time;

WHEREAS, prior to the expiration of the Initial Term, a Party may request changes to the Management Agreement or the Development Agreement, to be incorporated upon renewal, subject to the provisions, including notice periods, contained in Section 16(a) of the Management Agreement;

WHEREAS, notwithstanding the automatic renewal provisions of Section 16(a) of the Management Agreement, the Independent Directors may elect not to renew the Management Agreement upon the expiration of the Initial Term, subject to the provisions, including notice periods, contained in Section 16(b) of the Management Agreement; and

WHEREAS, pursuant to Section 22 of the Management Agreement, the Parties desire to amend the notice periods required by Sections 16(a) and (b) of the Management Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Amendment of Management Agreement.

- a. Section 16(a) of the Management Agreement is hereby amended by replacing the clause “at least 15 months prior to the expiration of the Initial Term or a Renewal Term” with “(i) at least nine months prior to the expiration of the Initial Term or (ii) at least 15 months prior to the expiration of a Renewal Term, as applicable.”
- b. Section 16(b) of the Management Agreement is hereby amended by replacing the clause “at least 365 days prior to the end of the Initial Term or any Renewal Term” with “at least (x) six months prior to the end of the Initial Term or (y) 365 days prior to the end of any Renewal Term, as applicable.”

2. Continuing Effect. Except as expressly amended by this Amendment, the provisions of the Management Agreement are and shall remain in full force and effect. From and after the date hereof, each reference to “hereof,” “hereunder,” “herein,” “hereto” and “hereby” and each reference to “this Agreement” and each other reference of like import in the Management Agreement shall be deemed to refer to the Management Agreement, as amended pursuant to Section 1 hereof.

3. Miscellaneous. The following provisions of the Management Agreement are hereby incorporated into and specifically made applicable to this Amendment (provided, that, in construing such incorporated provisions, any reference to “this Agreement” shall be deemed to refer to this Amendment):

Section 23	Governing Law
Section 24	Arbitration
Section 27	Cure of Invalid Provisions
Section 28	Construction of Agreement
Section 29	Multiple Counterparts

[Signatures on Following Page]

The Parties have executed this First Amendment as of the date first set forth above.

HUNT UTILITY SERVICES, LLC

By: /s/ David Campbell
Name: David Campbell
Title: President and Chief Executive Officer

INFRAREIT, INC.

By: /s/ Brant Meleski
Name: Brant Meleski
Title: Senior Vice President and Chief Financial Officer

INFRAREIT PARTNERS, LP

By: InfraREIT, Inc., its general partner

By: /s/ Brant Meleski
Name: Brant Meleski
Title: Senior Vice President and Chief Financial Officer

FIRST AMENDMENT TO MANAGEMENT AGREEMENT