
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 18, 2014

CorEnergy Infrastructure Trust, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Maryland
(State or Other Jurisdiction of
Incorporation)

1-33292
(Commission File Number)

20-3431375
(IRS Employer Identification No.)

1100 Walnut, Ste. 3350, Kansas City, MO
(Address of Principal Executive Offices)

64106
(Zip Code)

(816) 875-3705
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(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))
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Item 1.01. Entry into a Material Definitive Agreement.

On November 18, 2014, CorEnergy Infrastructure Trust, Inc. (the “Company”) entered into an Amendment (the “Amendment”) to the Limited Liability Company Interests Purchase Agreement dated November 17, 2014 with Mogas Energy, LLC (the “Purchase Agreement”). The amendment revises the definition of Required Closing Date Working Capital, used to determine the working capital adjustment required to the purchase price at closing, from \$500,000 to \$1,800,000.

The description of the Amendment to the Purchase Agreement set forth in this Item 1.01 is qualified in its entirety by the full Amendment, a copy of which is attached as Exhibit 2.2 to this Current Report on Form 8-K.

Item 7.01. Regulation FD Disclosure.

On November 19, 2014, CorEnergy Infrastructure Trust, Inc. (the “Company”) issued a press release announcing that the underwriters for the Company’s previously announced public offering exercised their option, in full, to purchase an additional 1,950,000 shares of the Company’s common stock at \$6.80 per share, less the underwriting discount. The press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

- d) Exhibits
 - 2.2 Amendment to Limited Liability Company Interests Purchase Agreement dated November 18, 2014 by and among CorEnergy Infrastructure Trust, Inc. and Mogas Energy, LLC
 - 99.1 Press Release Announcing Underwriters’ Exercise of Option dated November 19, 2014
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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.

COREENERGY INFRASTRUCTURE TRUST, INC.

Dated: November 19, 2014

By: /s/ Rebecca M. Sandring

Rebecca M. Sandring
Secretary

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
2.2	Amendment to Limited Liability Company Interests Purchase Agreement dated November 18, 2014 by and among CorEnergy Infrastructure Trust, Inc. and Mogas Energy, LLC
99.1	Press Release Announcing Underwriters' Exercise of Option dated November 19, 2014

November 18, 2014

MoGas Energy, LLC
Three Charles River Place
63 Kendrick Street
Needham, MA 02494
Attention: Mr. Jose Torres-Monllor

Re: Amendment to Limited Liability Company Interests Purchase Agreement

Dear Sir:

Reference is made to that certain Limited Liability Company Interests Purchase Agreement, dated as of November 17, 2014 (the “Purchase Agreement”), by and between CorEnergy Infrastructure Trust, Inc. (“Purchaser”) and Mogas Energy, LLC (“Seller”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Required Closing Working Capital. The second sentence of Section 2.2(a) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“The Purchase Price shall be increased on a dollar-for-dollar basis by the amount, if any, by which Working Capital as of the Closing exceeds ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000) (the “**Required Closing Working Capital**”), or decreased on a dollar-for-dollar basis by the amount, if any, by which Required Closing Working Capital exceeds Working Capital as of the Closing.

2. Estimated Working Capital. Seller agrees that Estimated Working Capital will be determined by comparing the Working Capital as set forth on the Estimated Closing Balance Sheet to Required Closing Working Capital as modified by Paragraph 1 of this letter agreement.

3. Continued Effectiveness of the Purchase Agreement. Except as otherwise expressly provided in this letter agreement, the Purchase Agreement will remain in full force and effect in accordance with its terms.

4. Amendments. This letter agreement may be amended only by a written instrument duly executed on behalf of each Party.

5. Execution and Delivery. This letter agreement may be executed in one or more counterparts, each of which will be considered one and the same agreement. This letter agreement may be delivered by the electronic exchange, receipt confirmed, of executed signature pages (e.g., by fax transmission or email), and any printed or copied version of any signature page so delivered will have the same force and effect as an originally executed version of such signature page.

6. Successors and Assigns. This letter agreement accrues to the benefit of, and is binding upon and enforceable against, each party and its respective successors and assigns.

7. Governing Law. This letter agreement shall be construed and enforced in accordance with and governed by the laws of the State of New York, without giving effect to the principles of conflicts of law.

[signature page follows]

If Seller agrees with the terms set forth above, please so indicate by counter-signing this letter agreement in the space provided for that purpose below.

Very truly yours,

CorEnergy Infrastructure Trust, Inc.

By: /s/ David J. Schulte

Name: David J. Schulte

Title: Chief Executive Officer

ACCEPTED and AGREED as of the date first written above.

Mogas Energy, LLC

By: /s/ Jose A. Torres Monllor

Name: Jose A. Torres Monllor

Title: Vice President



CorEnergy Announces Exercise of Over-Allotment Option for Follow-on Offering

FOR IMMEDIATE RELEASE

KANSAS CITY, Mo. – November 19, 2014 – CorEnergy Infrastructure Trust, Inc. (“CorEnergy”) (NYSE: CORR) today announced that the underwriters of its previously announced public offering of common stock have exercised in full their over-allotment option to purchase an additional 1,950,000 shares of common stock at \$6.80 per share, less the underwriting discount.

Net proceeds from the exercise of the option will be approximately \$13 million. Including the public offering and over-allotment, CorEnergy now has 46,598,904 shares outstanding. The closing of the over-allotment option exercise is expected to occur on November 24, 2014, subject to customary closing conditions.

BofA Merrill Lynch and Wells Fargo Securities are acting as the joint book running managers for the offering.

The shares of common stock were offered pursuant to an effective shelf registration statement that the Company previously filed with the U.S. Securities and Exchange Commission under the name Tortoise Capital Resources Corp. Electronic copies of the preliminary prospectus supplement and accompanying base prospectus are available from the SEC website at www.sec.gov.

A copy of the final prospectus related to the offering may be obtained from BofA Merrill Lynch, Attention: Prospectus Department, 222 Broadway, New York, New York 10038, email: dg.prospectus_requests@baml.com, or from Wells Fargo Securities, Attention: Equity Syndicate Dept., 375 Park Avenue, New York, New York 10152, telephone: 1-800-326-5897, email: cmclientsupport@wellsfargo.com.

Safe Harbor Statement

This press release shall not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of, securities in any state or jurisdiction in which such offer or solicitation or sale would be unlawful prior to registration or qualification under the laws of such state or jurisdiction.

Forward-Looking Statements

This press release contains certain statements that may include "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. All statements, other than statements of historical fact, included herein are "forward-looking statements." Although CorEnergy believes that the expectations reflected in these forward-looking statements are reasonable, they do involve assumptions, risks and uncertainties, and these expectations may prove to be incorrect. Actual results could differ materially from those anticipated in these forward-looking statements as a result of a variety of factors, including those discussed in CorEnergy's reports that are filed with the Securities and Exchange Commission. You should not place undue reliance on these forward-looking statements, which speak only as of the date of this press release.

Contact Information:

Katheryn Mueller, Investor Relations, 877-699-CORR (2677), info@corridortrust.com
