

---

---

**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): November 29, 2019**

**VIPER ENERGY PARTNERS LP**  
(Exact Name of Registrant as Specified in Charter)

<b>DE</b>	<b>001-36505</b>	<b>46-5001985</b>
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

**500 West Texas  
Suite 1200**

**Midland, TX**

(Address of principal  
executive offices)

**79701**

(Zip code)

**(432) 221-7400**  
(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 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 Securities Exchange Act of 1934:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Units	VNOM	The Nasdaq Stock Market LLC (NASDAQ Global Select Market)

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.**

On November 29, 2019, Viper Energy Partners LLC, as borrower, and Viper Energy Partners LP, as parent guarantor, entered into a fourth amendment (the "Fourth Amendment") to the Amended and Restated Senior Secured Revolving Credit Agreement, dated as of July 20, 2018, with Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto (as amended, supplemented or otherwise modified to the date thereof, the "Credit Agreement").

The Fourth Amendment, among other things, increased the borrowing base under the Credit Agreement from \$725 million to \$775 million. This redetermination of the borrowing base constitutes the November 2019 scheduled redetermination as contemplated by the Credit Agreement.

The preceding summary of the Fourth Amendment is qualified in its entirety by reference to the full text of such amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 above is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.***Exhibits*

<b>Number</b>	<b>Exhibit</b>
10.1*	<a href="#">Fourth Amendment to Amended and Restated Senior Secured Revolving Credit Agreement, dated as of November 29, 2019, among Viper Energy Partners LLC, as borrower, Viper Energy Partners LP, as parent guarantor, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto.</a>
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

\* Filed herewith.

**SIGNATURE**

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.

VIPER ENERGY PARTNERS LP

By: Viper Energy Partners GP LLC,  
its general partner

Date: December 5, 2019

By: /s/ Teresa L. Dick

Name: Teresa L. Dick

Title: Chief Financial Officer, Executive Vice President and  
Assistant Secretary

FOURTH AMENDMENT  
TO  
AMENDED AND RESTATED SENIOR SECURED REVOLVING CREDIT AGREEMENT  
DATED AS OF NOVEMBER 29, 2019  
AMONG  
VIPER ENERGY PARTNERS LLC,  
AS BORROWER,  
VIPER ENERGY PARTNERS LP,  
AS PARENT GUARANTOR,  
WELLS FARGO BANK, NATIONAL ASSOCIATION,  
AS ADMINISTRATIVE AGENT,  
AND  
THE LENDERS PARTY HERETO

---

WELLS FARGO SECURITIES, LLC,  
AS SOLE BOOK RUNNER AND SOLE LEAD ARRANGER  
CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH AND  
PNC BANK, NATIONAL ASSOCIATION,  
AS CO-SYNDICATION AGENTS

**FOURTH AMENDMENT TO AMENDED AND RESTATED SENIOR SECURED REVOLVING CREDIT AGREEMENT**

**THIS FOURTH AMENDMENT TO AMENDED AND RESTATED SENIOR SECURED REVOLVING CREDIT AGREEMENT** (this “Amendment”) dated as of November 29, 2019, is among: VIPER ENERGY PARTNERS LLC, a Delaware limited liability company (the “Borrower”); VIPER ENERGY PARTNERS LP, a Delaware limited partnership (the “Parent Guarantor”); each of the Lenders, as such term is defined in the Credit Agreement referred to below, party hereto; and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the “Administrative Agent”).

**RECITALS**

A. The Borrower, the Administrative Agent and the Lenders are parties to that certain Amended and Restated Senior Secured Revolving Credit Agreement, dated as of July 20, 2018 (as amended prior to the date hereof, the “Credit Agreement”), pursuant to which the Lenders have made certain credit available to and on behalf of the Borrower.

B. The parties hereto desire to enter into this Amendment to, among other things, (1) evidence the increase of the Borrowing Base by the Lenders from \$725,000,000 to \$775,000,000 in respect to the November 1, 2019 Scheduled Redetermination as set forth in Section 3 hereof, effective as of the Amendment Effective Date (as defined below), and (2) in connection with such increase of the Borrowing Base, amend the Credit Agreement as set forth in Section 2 hereof, effective as of the Amendment Effective Date.

C. Now, therefore, to induce the Administrative Agent and the Lenders to enter into this Amendment and in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Each capitalized term used herein but not otherwise defined herein has the meaning given such term in the Credit Agreement, as amended by this Amendment. Unless otherwise indicated, all section references in this Amendment refer to sections of the Credit Agreement.

Section 2. Amendments to Credit Agreement. In reliance on the representations, warranties, covenants and agreements contained in this Amendment, and subject to the satisfaction of the conditions precedent set forth in Section 4 hereof, the Credit Agreement is hereby amended as follows:

2.1 Amendments to Section 1.02.

(a) The definition of “Loan Documents” is hereby amended and restated in its entirety to read as follows:

“Loan Documents” means this Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Notes, the Letter of Credit Agreements, the Letters of Credit and the Security Instruments and certain Existing Loan Documents as provided in Section 2.02(e).

(b) The following definition is hereby added where alphabetically appropriate to read as follows:

“Fourth Amendment” means that certain Fourth Amendment to Amended and Restated Senior Secured Revolving Credit Agreement, dated as of November 29, 2019, by and among the Borrower, the Parent Guarantor, the Administrative Agent, and the Lenders party thereto.

2.2 Replacement of Annex I. In reliance on the representations, warranties, covenants and agreements contained in this Amendment, and subject to the satisfaction of the conditions precedent set forth in Section 4 hereof, Annex I to the Credit Agreement is hereby replaced in its entirety with Annex I hereto, and Annex I hereto shall be deemed to be attached as Annex I to the Credit Agreement. After giving effect to this amendment of Annex I to the Credit Agreement, and any Borrowings made on the Amendment Effective Date, (a) each Lender who holds Loans in an aggregate amount less than its Applicable Percentage of all Loans shall advance new Loans, which shall be disbursed to the Administrative Agent and used to repay the Loans outstanding to each Lender that are in an aggregate amount greater than such Lender’s Applicable Percentage of all Loans, (b) each Lender’s participation in each Letter of Credit, if any, shall be automatically adjusted to equal its Applicable Percentage, (c) such other adjustments shall be made as the Administrative Agent shall specify so that the Revolving Credit Exposure applicable to each Lender equals its Applicable Percentage of the aggregate Revolving Credit Exposure of all Lenders, and (d) each Lender party hereto waives any break funding payments owing to such Lender that are required under Section 5.02 of the Credit Agreement as a result of the reallocation of Loans and adjustments described in this Section 2.2.

Section 3. Borrowing Base Increase. In reliance on the covenants and agreements contained in this Amendment, and subject to the satisfaction of the conditions precedent set forth in Section 4 hereof, the Administrative Agent and the Lenders have redetermined the Borrowing Base and agree that the Borrowing Base shall be, effective as of the Amendment Effective Date, increased from \$725,000,000 to \$775,000,000, and the Borrowing Base shall remain at \$775,000,000 until the next Scheduled Redetermination, Interim Redetermination, or other redetermination or adjustment of the Borrowing Base thereafter, whichever occurs first pursuant to the terms of the Credit Agreement. The Borrower, the Administrative Agent and the Lenders hereby agree that the redetermination of the Borrowing Base provided for in this Section 3 shall constitute the Scheduled Redetermination scheduled for November 1, 2019 for purposes of Section 2.07(b) of the Credit Agreement. This Section 3 constitutes a New Borrowing Base Notice in accordance with Section 2.07(d) of the Credit Agreement. The new Borrowing Base determined pursuant to this Section 3 shall be effective as of the Amendment Effective Date, notwithstanding the effective date that would otherwise be applicable to a redetermination pursuant to Section 2.07(d) of the Credit Agreement.

Section 4. Conditions Precedent to Amendment Effective Date. Sections 2 and 3 of this Amendment shall become effective on the date (such date, the “Amendment Effective Date”), when each of the following conditions is satisfied (or waived in accordance with Section 12.02 of the Credit Agreement):

4.1 The Administrative Agent shall have received from each Lender, the Parent Guarantor, and the Borrower, counterparts (in such number as may be requested by the Administrative Agent) of this Amendment signed on behalf of such Person.

4.2 The Administrative Agent and the Lenders shall have received (a) payment of all fees payable to the Administrative Agent and the Lenders on the Amendment Effective Date under that certain Fee Letter, dated as of the date hereof, by and among the Borrower, the Administrative Agent, and Wells Fargo Securities, LLC and (b) all fees and other amounts due and payable on or prior to the date hereof, including, to the extent invoiced, reimbursement or payment of all documented out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

4.3 The Administrative Agent shall have received an executed Note for each Lender that has requested a Note on or prior to the date hereof to reflect its updated Maximum Credit Amount as set forth on Annex I to the Credit Agreement (as amended hereby).

4.4 No Default shall have occurred and be continuing as of the date hereof, after giving effect to the terms of this Amendment.

The Administrative Agent is hereby authorized and directed to declare the Amendment Effective Date to have occurred when it has received documents confirming or certifying, to the satisfaction of the Administrative Agent, compliance with the conditions set forth in this Section 4 or the waiver of such conditions as permitted in Section 12.02 of the Credit Agreement. Such declaration shall be final, conclusive and binding upon all parties to the Credit Agreement for all purposes.

#### Section 5. Miscellaneous.

5.1 Confirmation. The provisions of the Credit Agreement, as amended by this Amendment, shall remain in full force and effect following the effectiveness of this Amendment.

5.2 Ratification and Affirmation; Representations and Warranties. Each of the Parent Guarantor and the Borrower hereby (a) ratifies and affirms its obligations under, and acknowledges its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect as expressly amended hereby and (b) represents and warrants to the Lenders that as of the date hereof, after giving effect to the terms of this Amendment:

- (i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct in all material respects (or, if already qualified by materiality, Material Adverse Effect or a similar qualification,

true and correct in all respects), except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (or, if already qualified by materiality, Material Adverse Effect or a similar qualification, true and correct in all respects) as of such specified earlier date;

(ii) no Default or Event of Default has occurred and is continuing; and

(iii) no event or events have occurred which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

5.3 Counterparts. This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of this Amendment by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

5.4 **NO ORAL AGREEMENT. THIS AMENDMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith AND THEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT UNWRITTEN ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

5.5 GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

5.6 Payment of Expenses. In accordance with Section 12.03 of the Credit Agreement, the Borrower agrees to pay or reimburse the Administrative Agent for all of its reasonable out-of-pocket expenses incurred in connection with this Amendment, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable fees, charges and disbursements of counsel to the Administrative Agent.

5.7 Severability. Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5.8 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.9 Loan Document. This Amendment is a Loan Document.

[SIGNATURES BEGIN NEXT PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

VIPER ENERGY PARTNERS LLC, as Borrower

By: /s/ Teresa L. Dick

Name: Teresa L. Dick

Title: Executive Vice President, Chief Financial  
Officer and Assistant Secretary

VIPER ENERGY PARTNERS LP, as Parent Guarantor

By: Viper Energy Partners GP LLC, its general partner

By: /s/ Teresa L. Dick

Name: Teresa L. Dick

Title: Executive Vice President, Chief Financial  
Officer and Assistant Secretary

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent and a Lender

By: /s/ Michael Real

---

Name: Michael Real

Title: Director

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK  
BRANCH, as a Lender

By: /s/ Donovan C. Broussard

---

Name: Donovan C. Broussard

Title: Authorized Signatory

By: /s/ Scott W. Danvers

---

Name: Scott W. Danvers

Title: Authorized Signatory

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Sandra Salazar

---

Name: Sandra Salazar

Title: Managing Director

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

**LENDER:**  
BBVA USA, as a Lender

By: /s/ Julia Barnhill

---

Name: Julia Barnhill

Title: Vice President

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

COMERICA BANK, as a Lender

By: /s/ Cassandra Lucas

---

Name: Cassandra Lucas

Title: Portfolio Manager

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

BRANCH BANKING AND TRUST COMPANY, as a Lender

By: /s/ Parul June

---

Name: Parul June

Title: Senior Vice President

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

BOKF, NA, dba BANK OF OKLAHOMA, as a Lender

By: /s/ John Krenger

---

Name: John Krenger

Title: Vice President

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT



CAPITAL ONE, NATIONAL ASSOCIATION, as a Lender

By: /s/ Matthew Brice

---

Name: Matthew Brice

Title: Vice President

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Nupur Kumar

---

Name: Nupur Kumar

Title: Authorized Signatory

By: /s/ Christopher Zybrick

---

Name: Christopher Zybrick

Title: Authorized Signatory

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

THE BANK OF NOVA SCOTIA, HOUSTON BRANCH, as a Lender

By: /s/ Scott Nickel

---

Name: Scott Nickel

Title: Director

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ David Morris

---

Name: David Morris

Title: Authorized Officer

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

CITIBANK, N.A., as a Lender

By: /s/ Eamon Baqui

---

Name: Eamon Baqui

Title: Vice President

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

BANK OF AMERICA, N.A., as a Lender

By: /s/ Greg M. Hall

---

Name: Greg M. Hall

Title: Vice President

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

SUNTRUST BANK, as a Lender

By: /s/ Arize Agumadu

---

Name: Arize Agumadu

Title: Vice President

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Ryan Durkin

---

Name: Ryan Durkin

Title: Authorized Signatory

SIGNATURE PAGE  
FOURTH AMENDMENT TO CREDIT AGREEMENT



**ANNEX I**

**LIST OF MAXIMUM CREDIT AMOUNTS**

<b>Name of Lender</b>	<b>Applicable Percentage</b>	<b>Maximum Credit Amount</b>
Wells Fargo Bank, National Association	12.41379310%	\$248,275,862.06
Canadian Imperial Bank of Commerce, New York Branch	9.65517241%	\$193,103,448.29
PNC Bank, National Association	9.65517241%	\$193,103,448.29
Compass Bank	9.65517241%	\$193,103,448.29
Comerica Bank	6.64293660%	\$132,858,731.90
Branch Banking & Trust Company	6.64293660%	\$132,858,731.90
Capital One, National Association	5.26362625%	\$105,272,525.03
Credit Suisse AG, Cayman Islands Branch	5.26362625%	\$105,272,525.03
The Bank of Nova Scotia, Houston Branch	5.26362625%	\$105,272,525.03
JPMorgan Chase Bank, N.A.	5.26362625%	\$105,272,525.03
Citibank, N.A.	5.26362625%	\$105,272,525.03
Bank of America, N.A.	5.26362625%	\$105,272,525.03
SunTrust Bank	5.26362625%	\$105,272,525.03
Goldman Sachs Bank USA	5.26362625%	\$105,272,525.03
BOKF, N.A. dba Bank of Oklahoma	3.22580645%	\$64,516,129.03
<b>Total</b>	<b>100.00%</b>	<b>\$2,000,000,000.00</b>