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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 10-K**

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**ANNUAL REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the fiscal year ended December 31, 2017  
OR

**TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF SECURITIES EXCHANGE ACT OF 1934**

Commission File Number 001-36505

**Viper Energy Partners LP**

(Exact Name of Registrant As Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**46-5001985**  
(IRS Employer  
Identification Number)

**500 West Texas, Suite 1200**  
**Midland, Texas**  
(Address of Principal Executive Offices)

**79701**  
(Zip Code)

**(432) 221-7400**  
(Registrant Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
Common Units Representing Limited Partner Interests	The Nasdaq Stock Market LLC (Global Select Market)

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check One):

Large Accelerated Filer	<input type="checkbox"/>	Accelerated Filer	<input checked="" type="checkbox"/>
Non-Accelerated Filer	<input type="checkbox"/>	Smaller Reporting Company	<input type="checkbox"/>
		Emerging Growth Company	<input checked="" type="checkbox"/>

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The aggregate market value of the common units held by non-affiliates was approximately \$394,183,228 on June 30, 2017, the last business day of the registrant's most recently completed second fiscal quarter, based on closing prices in the daily composite list for transactions on the Nasdaq Global Select Market on such date. As of January 31, 2018, 113,882,045 common limited partner units of the registrant were outstanding.

Documents Incorporated By Reference: None

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**VIPER ENERGY PARTNERS LP**  
**FORM 10-K**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**  
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## GLOSSARY OF OIL AND NATURAL GAS TERMS

The following is a glossary of certain oil and natural gas industry terms used in this Annual Report on Form 10-K (the “Annual Report” or this “report”):

3-D seismic	Geophysical data that depict the subsurface strata in three dimensions. 3-D seismic typically provides a more detailed and accurate interpretation of the subsurface strata than 2-D, or two-dimensional, seismic.
Basin	A large depression on the earth’s surface in which sediments accumulate.
Bbl	Stock tank barrel, or 42 U.S. gallons liquid volume, used in this report in reference to crude oil or other liquid hydrocarbons.
Bbls/d	Barrels per day.
BOE	Barrels of oil equivalent, with six thousand cubic feet of natural gas being equivalent to one barrel of oil.
BOE/d	Barrels of oil equivalent per day.
British Thermal Unit or Btu	The quantity of heat required to raise the temperature of one pound of water by one degree Fahrenheit.
Completion	The process of treating a drilled well followed by the installation of permanent equipment for the production of natural gas or oil, or in the case of a dry hole, the reporting of abandonment to the appropriate agency.
Condensate	Liquid hydrocarbons associated with the production that is primarily natural gas.
Crude oil	Liquid hydrocarbons retrieved from geological structures underground to be refined into fuel sources.
Deterministic method	The method of estimating reserves or resources under which a single value for each parameter (from the geoscience, engineering or economic data) in the reserves calculation is used in the reserves estimation procedure.
Developed acreage	Acreage allocated or assignable to productive wells.
Development costs	Capital costs incurred in the acquisition, exploitation and exploration of proved oil and natural gas reserves.
Development well	A well drilled within the proved area of a natural gas or oil reservoir to the depth of a stratigraphic horizon known to be productive.
Differential	An adjustment to the price of oil or natural gas from an established spot market price to reflect differences in the quality and/or location of oil or natural gas.
Dry hole or dry well	A well found to be incapable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of such production exceed production expenses and taxes.
Estimated Ultimate Recovery or EUR	Estimated ultimate recovery is the sum of reserves remaining as of a given date and cumulative production as of that date.
Exploitation	A development or other project which may target proven or unproven reserves (such as probable or possible reserves), but which generally has a lower risk than that associated with exploration projects.
Exploratory well	A well drilled to find and produce natural gas or oil reserves not classified as proved, to find a new reservoir in a field previously found to be productive of natural gas or oil in another reservoir or to extend a known reservoir.
Field	An area consisting of either a single reservoir or multiple reservoirs, all grouped on or related to the same individual geological structural feature and/or stratigraphic condition.
Finding and development costs	Capital costs incurred in the acquisition, exploitation and exploration of proved oil and natural gas reserves divided by proved reserve additions and revisions to proved reserves.
Fracturing	The process of creating and preserving a fracture or system of fractures in a reservoir rock typically by injecting a fluid under pressure through a wellbore and into the targeted formation.
Gross acres or gross wells	The total acres or wells, as the case may be, in which a working interest is owned.
Horizontal drilling	A drilling technique used in certain formations where a well is drilled vertically to a certain depth and then drilled at a right angle with a specified interval.
Horizontal wells	Wells drilled directionally horizontal to allow for development of structures not reachable through traditional vertical drilling mechanisms.
MBbls	Thousand barrels of crude oil or other liquid hydrocarbons.

MBOE	One thousand barrels of crude oil equivalent, determined using a ratio of six Mcf of natural gas to one Bbl of crude oil, condensate or natural gas liquids.
Mcf	Thousand cubic feet of natural gas.
Mineral interests	The interests in ownership of the resource and mineral rights, giving an owner the right to profit from the extracted resources.
MMBtu	Million British Thermal Units.
MMcf	Million cubic feet of natural gas.
Net acres	The sum of the fractional working interest owned in gross acres.
Net royalty acres	Gross acreage multiplied by the average royalty interest.
Oil and natural gas properties	Tracts of land consisting of properties to be developed for oil and natural gas resource extraction.
Operator	The individual or company responsible for the exploration and/or production of an oil or natural gas well or lease.
Play	A set of discovered or prospective oil and/or natural gas accumulations sharing similar geologic, geographic and temporal properties, such as source rock, reservoir structure, timing, trapping mechanism and hydrocarbon type.
Plugging and abandonment	Refers to the sealing off of fluids in the strata penetrated by a well so that the fluids from one stratum will not escape into another or to the surface. Regulations of all states require plugging of abandoned wells.
PUD	Proved undeveloped.
Productive well	A well that is found to be capable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of the production exceed production expenses and taxes.
Prospect	A specific geographic area which, based on supporting geological, geophysical or other data and also preliminary economic analysis using reasonably anticipated prices and costs, is deemed to have potential for the discovery of commercial hydrocarbons.
Proved developed reserves	Reserves that can be expected to be recovered through existing wells with existing equipment and operating methods.
Proved reserves	The estimated quantities of oil, natural gas and natural gas liquids which geological and engineering data demonstrate with reasonable certainty to be commercially recoverable in future years from known reservoirs under existing economic and operating conditions.
Proved undeveloped reserves	Proved reserves that are expected to be recovered from new wells on undrilled acreage or from existing wells where a relatively major expenditure is required for recompletion.
Recompletion	The process of re-entering an existing wellbore that is either producing or not producing and completing new reservoirs in an attempt to establish or increase existing production.
Reserves	Reserves are estimated remaining quantities of oil and natural gas and related substances anticipated to be economically producible, as of a given date, by application of development projects to known accumulations. In addition, there must exist, or there must be a reasonable expectation that there will exist, the legal right to produce or a revenue interest in the production, installed means of delivering oil and natural gas or related substances to the market and all permits and financing required to implement the project. Reserves should not be assigned to adjacent reservoirs isolated by major, potentially sealing, faults until those reservoirs are penetrated and evaluated as economically producible. Reserves should not be assigned to areas that are clearly separated from a known accumulation by a non-productive reservoir (i.e., absence of reservoir, structurally low reservoir or negative test results). Such areas may contain prospective resources (i.e., potentially recoverable resources from undiscovered accumulations).
Reservoir	A porous and permeable underground formation containing a natural accumulation of producible natural gas and/or oil that is confined by impermeable rock or water barriers and is separate from other reservoirs.
Resource play	A set of discovered or prospective oil and/or natural gas accumulations sharing similar geologic, geographic and temporal properties, such as source rock, reservoir structure, timing, trapping mechanism and hydrocarbon type.
Royalty interest	An interest that gives an owner the right to receive a portion of the resources or revenues without having to carry any costs of development or operations.
Spacing	The distance between wells producing from the same reservoir. Spacing is often expressed in terms of acres (e.g., 40-acre spacing) and is often established by regulatory agencies.

Standardized measure	The present value of estimated future net revenue to be generated from the production of proved reserves, determined in accordance with the rules and regulations of the SEC (using prices and costs in effect as of the date of estimation), less future development, production and income tax expenses, and discounted at 10% per annum to reflect the timing of future net revenue. Because we are a limited partnership, we are generally not subject to federal or state income taxes and thus make no provision for federal or state income taxes in the calculation of our standardized measure. Standardized measure does not give effect to derivative transactions.
Tight formation	A formation with low permeability that produces natural gas with very low flow rates for long periods of time.
Undeveloped acreage	Lease acreage on which wells have not been drilled or completed to a point that would permit the production of economic quantities of oil and natural gas regardless of whether such acreage contains proved reserves.
Wellbore	The hole drilled by the bit that is equipped for oil or natural gas production on a completed well.
Working interest	An operating interest that gives the owner the right to drill, produce and conduct operating activities on the property and receive a share of production and requires the owner to pay a share of the costs of drilling and production operations.
WTI	West Texas Intermediate.

## GLOSSARY OF CERTAIN OTHER TERMS

The following is a glossary of certain other terms used in this report:

Delaware Act	Delaware Revised Uniform Limited Partnership Act.
Diamondback	Diamondback Energy, Inc., a Delaware corporation.
EPA	U.S. Environmental Protection Agency.
Exchange Act	The Securities Exchange Act of 1934, as amended.
FERC	Federal Energy Regulatory Commission.
GAAP	Accounting principles generally accepted in the United States.
General partner	Viper Energy Partners GP LLC, a Delaware limited liability company; the general partner of the Partnership and a wholly-owned subsidiary of Diamondback.
Inception	September 18, 2013, the date Viper Energy Partners LLC was formed.
IPO	The partnership's initial public offering of common units.
IRS	Internal Revenue Service.
LTIP	Viper Energy Partners LP Long Term Incentive Plan.
OSHA	Federal Occupational Safety and Health Act.
Partnership	Viper Energy Partners LP, a Delaware limited partnership.
Partnership agreement	The first amended and restated agreement of limited partnership, dated as of June 23, 2014, entered into by the general partner and Diamondback in connection with the closing of the IPO.
Predecessor	Viper Energy Partners LLC, a Delaware limited liability company, and a wholly-owned subsidiary of the Partnership.
Ryder Scott	Ryder Scott Company, L.P.
SEC	Securities and Exchange Commission.
Securities Act	The Securities Act of 1933, as amended.
Wells Fargo	Wells Fargo Bank, National Association.

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Various statements contained in this Annual Report that express a belief, expectation, or intention, or that are not statements of historical fact, are forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond our control. All statements, other than statements of historical fact, regarding our strategy, future operations, financial position, estimated revenues and losses, projected costs, prospects, plans and objectives of management are forward-looking statements. When used in this Annual Report, the words “could,” “believe,” “anticipate,” “intend,” “estimate,” “expect,” “may,” “continue,” “predict,” “potential,” “project,” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. In particular, the factors discussed in this Annual Report, including those detailed under “Item 1A. Risk Factors” in this Annual Report, could affect our actual results and cause our actual results to differ materially from expectations, estimates or assumptions expressed, forecasted or implied in such forward-looking statements.

Forward-looking statements may include statements about:

- our ability to execute our business strategies;
- the volatility of realized oil and natural gas prices;
- the level of production on our properties;
- regional supply and demand factors, delays or interruptions of production;
- our ability to replace our oil and natural gas reserves;
- our ability to identify, complete and integrate acquisitions of properties or businesses;
- general economic, business or industry conditions;
- competition in the oil and natural gas industry;
- the ability of our operators to obtain capital or financing needed for development and exploration operations;
- title defects in the properties in which we invest;
- uncertainties with respect to identified drilling locations and estimates of reserves;
- the availability or cost of rigs, equipment, raw materials, supplies, oilfield services or personnel;
- restrictions on the use of water;
- the availability of transportation facilities;
- the ability of our operators to comply with applicable governmental laws and regulations and to obtain permits and governmental approvals;
- federal and state legislative and regulatory initiatives relating to hydraulic fracturing;
- future operating results;
- exploration and development drilling prospects, inventories, projects and programs;
- operating hazards faced by our operators; and
- the ability of our operators to keep pace with technological advancements.

All forward-looking statements speak only as of the date of this report or, if earlier, as of the date they were made. We do not intend to, and disclaim any obligation to, update or revise any forward-looking statements unless required by securities

laws. You should not place undue reliance on these forward-looking statements. These forward-looking statements are subject to a number of risks, uncertainties and assumptions. Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. Although we believe that our plans, intentions and expectations reflected in or suggested by the forward-looking statements we make in this report are reasonable, we can give no assurance that these plans, intentions or expectations will be achieved or occur, and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

## PART I

References in this Annual Report to “Viper Energy Partners LP Predecessor,” “our predecessor,” “we,” “our,” “us” or like terms when used for periods prior to June 17, 2014 refer to Viper Energy Partners LLC, which Diamondback Energy, Inc. (NasdaqGS: FANG) contributed to Viper Energy Partners LP in connection with Viper Energy Partners LP’s initial public offering on June 23, 2014. When used for periods on and after June 17, 2014, “we,” “our,” “us” or like terms refer to Viper Energy Partners LP and its subsidiaries. Except where expressly noted otherwise, references in this Annual Report to “Diamondback” refer to Diamondback Energy, Inc. and its subsidiaries other than Viper Energy Partners LP and its subsidiaries. References in this Annual Report to “our general partner” refer to Viper Energy Partners GP LLC, a wholly owned subsidiary of Diamondback Energy, Inc.

### ITEMS 1 and 2. BUSINESS AND PROPERTIES

#### Overview

We are a Delaware limited partnership formed by Diamondback on February 27, 2014 to own, acquire and exploit oil and natural gas properties in North America.

Our primary business objective is to provide an attractive return to our unitholders by focusing on business results, maximizing distributions through organic growth and pursuing accretive growth opportunities through acquisitions of mineral, royalty, overriding royalty, net profits and similar interests from Diamondback and from third parties. Our initial assets consisted of mineral interests in oil and natural gas properties in the Permian Basin in West Texas, substantially all of which are leased to working interest owners who bear the costs of operation and development. Diamondback contributed these assets, which it acquired in September 2013 from a third party for cash, to us upon the closing of our IPO on June 23, 2014.

Like Diamondback, we are currently focused primarily on oil and natural gas properties in the Permian Basin, which is one of the oldest and most prolific producing basins in North America. The Permian Basin, which consists of approximately 85,000 square miles centered around Midland, Texas, has been a significant source of oil production since the 1920s. The Permian Basin is known to have a number of zones of oil and natural gas bearing rock throughout.

#### Our Properties

As of December 31, 2017, our assets consisted of mineral interests underlying 247,602 gross acres, 43,843 net acres and 9,570 net royalty acres in the Permian Basin. Diamondback is the operator of approximately 36% of this acreage. As of December 31, 2017, there were 731 vertical wells and 556 horizontal wells producing on this acreage. Net production during the fourth quarter of 2017 was approximately 12,413 net BOE/d and net production for the year ended December 31, 2017 averaged 11,023 BOE/d. For the years ended December 31, 2017, 2016 and 2015, royalty revenue generated from these mineral interests was \$160.2 million, \$78.8 million and \$74.9 million, respectively.

The estimated proved oil and natural gas reserves of our assets, as of December 31, 2017, were 38,246 MBOE based on a reserve report prepared by Ryder Scott Company, L.P., or Ryder Scott, our independent reserve engineers. Of these reserves, approximately 74% were classified as proved developed producing reserves. Proved undeveloped, or PUD, reserves included in this estimate were from 101 gross horizontal well locations. As of December 31, 2017, our proved reserves were approximately 68% oil, 16% natural gas liquids and 16% natural gas.

Our mineral interests entitle us to receive an average 3.87% royalty interest on an acreage weighted basis on all production from our approximately 247,602 gross acres with no additional future capital or operating expense required. The actual royalty percentage varies by lease and ranges from less than 1% to 25%. The average royalty percentage on a production basis can therefore vary over time depending on the relative amount of production from the various leases. In the Spanish Trail area of Midland County, Texas where the majority of the drilling activity has been, our average royalty interest on an acreage weighted basis is 20.4% in 16,551 gross acres and Diamondback is the operator of 61% of this acreage.

Based on Diamondback’s evaluation of applicable geologic and engineering data with respect to the approximate 36% of our mineral interests for which it is the operator, Diamondback had identified approximately 224 potential economic horizontal drilling locations in multiple horizons in the Spanish Trail area. We do not have potential (not involving proved reserves) drilling location information with respect to the portion of our properties not operated by Diamondback, although we believe that the portion of the Spanish Trail area in Midland County, Texas operated by others has very similar production characteristics to the portion operated by Diamondback. RSP Permian, Inc., or RSP Permian, is the operator of a majority of our properties in Spanish Trail that are not operated by Diamondback. As of December 31, 2017, RSP Permian had drilled 67 horizontal wells on this acreage,

58 of which were producing and nine were in various stages of completion. Diamondback participated with RSP Permian in the drilling of 38 of these 67 horizontal wells on shared acreage subject to our mineral interests.

In addition to our mineral interests, we own a minor equity interest in an entity that owns mineral, overriding royalty, net profits, leasehold and other similar interests. The equity interest is so minor that we have no influence over partnership operating and financial policies and we account for it under the cost method.

## **Our Relationship with Diamondback**

Diamondback owns and controls our general partner and, as of December 31, 2017, owned approximately 64% of our outstanding common units. We believe that the properties held by Diamondback include properties that have, or with additional development will have, production and reserves characteristics that could make them attractive for inclusion in our partnership. We believe Diamondback's significant ownership in us will motivate it to offer additional mineral and other interests in oil and natural gas properties to us in the future, although Diamondback has no obligation to do so and may elect to dispose of mineral and other interests in such properties without offering us the opportunities to acquire them.

We believe Diamondback views our partnership as part of its growth strategy and that Diamondback will be incentivized to pursue acquisitions jointly with us in the future. However, Diamondback will regularly evaluate acquisitions and may elect to acquire properties without offering us the opportunity to participate in such transactions. Moreover, Diamondback may not be successful in identifying potential acquisitions. Diamondback is free to act in a manner that is beneficial to its interests without regard to ours, which may include electing not to present us with acquisition or disposition opportunities.

In addition, neither we nor our subsidiary nor our general partner has any employees. Diamondback provides management, operating and administrative services to us and our general partner. Please read "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and related notes, each of which is included elsewhere in this report.

## **Business Strategies**

Our primary business objective is to provide an attractive return to unitholders by focusing on business results, maximizing distributions through organic growth and pursuing accretive growth opportunities through acquisitions of mineral interests from Diamondback and from third parties. We intend to accomplish this objective by executing the following strategies:

- ***Capitalize on the development of the properties underlying our mineral interests.*** Our assets consist primarily of mineral interests in the Permian Basin in West Texas. We expect the production from our mineral interests to increase as Diamondback and our other operators drill and develop our acreage without cost to us.
- ***Leverage our relationship with Diamondback to participate with it in acquisitions of mineral or other interests in producing properties from third parties and to increase the size and scope of our potential third-party acquisition targets.*** We intend to make opportunistic acquisitions of mineral interests that have substantial oil-weighted resource potential and organic growth potential. Diamondback was formed, in part, to acquire and develop oil and natural gas properties, some of which will likely meet our acquisition criteria. In addition, Diamondback's executives have long histories of evaluating, pursuing and consummating oil and natural gas property acquisitions in North America. Through our relationships with Diamondback and its affiliates, we have access to their significant pool of management talent and industry relationships, which we believe provide us with a competitive advantage in pursuing potential third-party acquisition opportunities. We may have additional opportunities to work jointly with Diamondback to pursue certain acquisitions of mineral or other interests in oil and natural gas properties from third parties. For example, we and Diamondback may jointly pursue an acquisition where we would acquire mineral or other interests in properties and Diamondback would acquire the remaining working and revenue interests in such properties. We believe this arrangement may give us access to third-party acquisition opportunities that we would not otherwise be in a position to pursue.
- ***Seek to acquire from Diamondback, from time to time, mineral or other interests in producing oil and natural gas properties that meet our acquisition criteria.*** Since our formation, we have acquired, and may have additional opportunities from time to time in the future to acquire, mineral or other interests in producing oil and natural gas properties directly from Diamondback. We believe Diamondback may be incentivized to sell properties to us, as doing so may enhance Diamondback's economic returns by monetizing long-lived producing properties while potentially retaining a portion of the resulting cash flow through distributions on Diamondback's limited partner interests in us. However, none of Diamondback or any of its affiliates is contractually obligated to offer or sell any interests in properties to us.

## Competitive Strengths

We believe that the following competitive strengths will allow us to successfully execute our business strategies and achieve our primary business objective:

- **Oil rich resource base in one of North America's leading resource plays.** The majority of the acreage underlying our mineral interests is located in one of the most prolific oil plays in North America, the Permian Basin in West Texas. The majority of our current properties are well positioned in the core of both the Midland and Delaware Basins. Production on our properties for the year ended December 31, 2017 was approximately 72% oil, 12% natural gas liquids and 16% natural gas. As of December 31, 2017, our estimated net proved reserves were comprised of approximately 68% oil, 16% natural gas liquids and 16% natural gas.
- **Multi-year drilling inventory in one of North America's leading oil resource plays.** Diamondback, as the operator of approximately 36% of our acreage, has advised us that it has identified a multi-year inventory of potential drilling locations for our oil-weighted reserves from the acreage underlying our mineral interests. At an assumed price of \$55.00 per Bbl WTI, Diamondback had identified approximately 224 potential economic horizontal locations on the acreage Diamondback operates in its Spanish Trail area in Midland County, Texas, based on Diamondback's evaluation of applicable geologic and engineering data. These potential economic locations are in the Wolfcamp B, Lower Spraberry, Wolfcamp A, Middle Spraberry, Clearfork and Cline horizons. Diamondback's current potential horizontal location count is based on 660-foot spacing between wells in the Wolfcamp B horizon, the Lower Spraberry horizon and the Wolfcamp A horizon, 880-foot spacing between wells in the Middle Spraberry horizon, and 1,320-foot spacing in the Clearfork and Cline horizons. The ultimate inter-well spacing may vary from these distances due to different factors, which would result in a higher or lower location count. Based on horizontal wells drilled to date, Ryder Scott assigned gross reserves to PUD locations ranging from 540 MBOE for 7,500-foot laterals in the Wolfcamp B to 1,332 MBOE for 10,000-foot laterals in the Lower Spraberry. When normalized to 7,500-foot laterals, Ryder Scott assigned average PUD values of 521 MBOE for the Wolfcamp B horizon, 884 MBOE for the Lower Spraberry horizon, 607 MBOE for the Middle Spraberry and 635 MBOE for the Wolfcamp A horizon. These PUD locations, as assigned by Ryder Scott, are for direct offsets to producing wells. Based on various geologic and engineering parameters, we believe that the estimates assigned to these PUD locations are reasonable estimates for development locations on the remaining portion of our acreage. Additionally, we believe that there is similar potential for horizontal development on the portion of our acreage for which Diamondback is not the operator.

## Oil and Natural Gas Data

### **Proved Reserves**

#### *Evaluation and Review of Reserves*

Our historical reserve estimates as of December 31, 2017, 2016 and 2015 were prepared by Ryder Scott. A reserve audit is not the same as a financial audit and is less vigorous in nature than an independent reserve report where the independent reserve engineer determines the reserves on its own.

Ryder Scott is an independent petroleum engineering firm. The technical persons responsible for preparing our proved reserve estimates meet the requirements with regards to qualifications, independence, objectivity and confidentiality set forth in the Standards Pertaining to the Estimating and Auditing of Oil and Gas Reserves Information promulgated by the Society of Petroleum Engineers. Ryder Scott is a third-party engineering firm and does not own an interest in any of our properties and is not employed by us on a contingent basis.

Under SEC rules, proved reserves are those quantities of oil and natural gas, which, by analysis of geoscience and engineering data, can be estimated with reasonable certainty to be economically producible—from a given date forward, from known reservoirs and under existing economic conditions, operating methods and government regulations—prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonably certain, regardless of whether deterministic or probabilistic methods are used for the estimation. If deterministic methods are used, the SEC has defined reasonable certainty for proved reserves as a “high degree of confidence that the quantities will be recovered.” All of our proved reserves as of December 31, 2017 were estimated using a deterministic method. The estimation of reserves involves two distinct determinations. The first determination results in the estimation of the quantities of recoverable oil and gas and the second determination results in the estimation of the uncertainty associated with those estimated quantities in accordance with the definitions established under SEC rules. The process of estimating the quantities of recoverable oil and gas reserves relies on the use of certain generally accepted analytical procedures. These analytical procedures fall into three broad categories or methods:

(1) performance-based methods, (2) volumetric-based methods and (3) analogy. These methods may be used singularly or in combination by the reserve evaluator in the process of estimating the quantities of reserves. The proved reserves for our properties were estimated by performance methods, analogy or a combination of both methods. Approximately 90% of the proved producing reserves attributable to producing wells were estimated by performance methods. These performance methods include, but may not be limited to, decline curve analysis, which utilized extrapolations of available historical production and pressure data. The remaining 10% of the proved producing reserves were estimated by analogy, or a combination of performance and analogy methods. The analogy method was used where there were inadequate historical performance data to establish a definitive trend and where the use of production performance data as a basis for the reserve estimates was considered to be inappropriate. All proved developed non-producing and undeveloped reserves were estimated by the analogy method.

To estimate economically recoverable proved reserves and related future net cash flows, Ryder Scott considered many factors and assumptions, including the use of reservoir parameters derived from geological, geophysical and engineering data which cannot be measured directly, economic criteria based on current costs and the SEC pricing requirements and forecasts of future production rates. To establish reasonable certainty with respect to our estimated proved reserves, the technologies and economic data used in the estimation of our proved reserves included production and well test data, downhole completion information, geologic data, electrical logs, radioactivity logs, core analyses, available seismic data and historical well cost and operating expense data.

Our petroleum engineers and geoscience professionals work closely with our independent reserve engineers to ensure the integrity, accuracy and timeliness of the data used to calculate our proved reserves relating to our assets in the Permian Basin. Our internal technical team members met with our independent reserve engineers periodically during the period covered by the reserve report to discuss the assumptions and methods used in the proved reserve estimation process. We provide historical information to the independent reserve engineers for our properties such as ownership interest, oil and gas production, well test data, commodity prices and operating and development costs. The Executive Vice President–Reservoir Engineering of our general partner is primarily responsible for overseeing the preparation of all of our reserve estimates. The Executive Vice President–Reservoir Engineering of our general partner is a petroleum engineer with over 30 years of reservoir and operations experience and our geoscience staff has an average of approximately 24 years of industry experience per person. Our technical staff uses historical information for our properties such as ownership interest, oil and gas production, well test data, commodity prices and operating and development costs.

The preparation of our proved reserve estimates are completed in accordance with our internal control procedures. These procedures, which are intended to ensure reliability of reserve estimations, include the following:

- review and verification of historical production data, which data is based on actual production as reported by our operators;
- preparation of reserve estimates by the Executive Vice President–Reservoir Engineering of our general partner or under his direct supervision;
- review by the Executive Vice President–Reservoir Engineering of our general partner of all of our reported proved reserves at the close of each quarter, including the review of all significant reserve changes and all new proved undeveloped reserves additions;
- direct reporting responsibilities by the Executive Vice President–Reservoir Engineering of our general partner to the Chief Executive Officer of our general partner;
- verification of property ownership by our land department; and
- no employee’s compensation is tied to the amount of reserves booked.

The following table presents our estimated net proved oil and natural gas reserves as of December 31, 2017, 2016 and 2015 based on the reserve reports prepared by Ryder Scott. Each reserve report has been prepared in accordance with the rules and regulations of the SEC. All of our proved reserves included in the reserve reports are located in the continental United States.

	December 31,		
	2017	2016	2015
<b>Estimated proved developed reserves:</b>			
Oil (MBbls)	18,788	12,332	9,700
Natural gas (MMcf)	29,256	15,933	13,739
Natural gas liquids (MBbls)	4,536	3,247	2,205
Total (MBOE)	28,200	18,235	14,195
<b>Estimated proved undeveloped reserves:</b>			
Oil (MBbls)	7,097	9,012	8,677
Natural gas (MMcf)	7,139	11,158	10,569
Natural gas liquids (MBbls)	1,759	2,329	1,711
Total (MBOE)	10,046	13,200	12,150
<b>Estimated Net Proved Reserves:</b>			
Oil (MBbls)	25,885	21,344	18,377
Natural gas (MMcf)	36,395	27,091	24,308
Natural gas liquids (MBbls)	6,295	5,576	3,916
Total (MBOE) <sup>(1)</sup>	38,246	31,435	26,345
Percent proved developed	73.7%	58.0%	53.9%

(1) Estimates of reserves as of December 31, 2017, 2016 and 2015 were prepared using an average price equal to the unweighted arithmetic average of hydrocarbon prices received on a field-by-field basis on the first day of each month within the 12-month periods ended December 31, 2017, 2016 and 2015, respectively, in accordance with SEC guidelines applicable to reserve estimates as of the end of such periods. Reserve estimates do not include any value for probable or possible reserves that may exist, nor do they include any value for undeveloped acreage. The reserve estimates represent our net revenue interest in our properties. Although we believe these estimates are reasonable, actual future production, cash flows, taxes, development expenditures, operating expenses and quantities of recoverable oil and natural gas reserves may vary substantially from these estimates.

As of December 31, 2017, our proved developed reserves totaled 18,788 MBbls of oil, 29,256 MMcf of natural gas and 4,536 MBbls of natural gas liquids, for a total of 28,200 MBOE. Producing reserves were from 731 vertical wells and 556 horizontal wells, of which Diamondback was the operator of 295 vertical wells and 240 horizontal wells and RSP Permian was the operator of 107 vertical wells and 96 horizontal wells. The remaining 329 vertical wells and 220 horizontal wells were operated by various other companies. Of the total 1,287 producing wells, Diamondback had a working interest in 603 wells.

The foregoing reserves are all located within the continental United States. Reserve engineering is a subjective process of estimating volumes of economically recoverable oil and natural gas that cannot be measured in an exact manner. The accuracy of any reserve estimate is a function of the quality of available data and of engineering and geological interpretation. As a result, the estimates of different engineers often vary. In addition, the results of drilling, testing and production may justify revisions of such estimates. Accordingly, reserve estimates often differ from the quantities of oil and natural gas that are ultimately recovered. Estimates of economically recoverable oil and natural gas and of future net revenues are based on a number of variables and assumptions, all of which may vary from actual results, including geologic interpretation, prices and future production rates and costs. See "Item 1A. Risk Factors." We have not filed any estimates of total, proved net oil or natural gas reserves with any federal authority or agency other than the SEC.

#### ***Proved Undeveloped Reserves***

As of December 31, 2017, our PUD reserves totaled 7,097 MBbls of oil, 7,139 MMcf of natural gas and 1,759 MBbls of natural gas liquids, for a total of 10,046 MBOE. PUDs will be converted from undeveloped to developed as the applicable wells begin production. Our PUD reserves were from 101 horizontal wells, of which Diamondback is the operator of 88 horizontal wells and RSP Permian is the operator of 13 horizontal wells. While there is a significant amount of activity by other operators, due to uncertainty of timing, development horizon, and other factors, no PUD locations attributable to such other operators were included

in our reserve report. Of the horizontal locations, 20 are Wolfcamp B wells, 44 are Lower Spraberry wells, three are Middle Spraberry wells and 34 are Wolfcamp A wells.

All of our PUD drilling locations are scheduled to be drilled within five years from the date they were initially recorded. As of December 31, 2017, none of our total proved reserves were classified as proved developed non-producing.

Changes in PUDs that occurred during 2017 were primarily due to:

- additions of 3,004 MBOE, primarily from 40 horizontal well locations attributable to extensions resulting from strategic drilling of wells to delineate our acreage position;
- downgrade of PUDs into probable category of 767 MBOE for seven short lateral horizontal wells that are not expected to be drilled due to the lower price environment;
- the conversion of approximately 4,906 MBOE attributable to PUDs into proved developed reserves; and
- negative revisions of approximately 500 MBOE in PUDs primarily due to changes in type curves.

## Oil and Natural Gas Production Prices and Production Costs

### *Production and Price History*

We operate in one reportable segment engaged in the acquisition of oil and natural gas properties. For a description of our revenues, average sales prices and unit costs, see “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations.” The following table sets forth information regarding the operators’ net production of oil, natural gas and natural gas liquids, all of which is from the Permian Basin in West Texas, and certain price and cost information for each of the periods indicated:

	Year Ended December 31,		
	2017	2016	2015
<b>Production Data:</b>			
Oil (MBbls)	2,899	1,778	1,555
Natural gas (MMcf)	3,549	1,490	1,129
Natural gas liquids (MBbl)	533	328	239
Combined volumes (MBOE)	4,024	2,354	1,982
Daily combined volumes (BOE/d)	11,023	6,432	5,431
<b>Average Prices:</b>			
Oil (per Bbl)	\$ 48.36	\$ 40.23	\$ 44.75
Natural gas (per Mcf)	2.62	2.08	2.36
Natural gas liquids (per Bbl)	20.02	12.84	10.85
Combined (per BOE)	39.81	33.49	37.76

### *Productive Wells*

As of December 31, 2017, our operators owned a working interest in 1,287 productive wells located on the acreage in which we have a mineral interest. Productive wells consist of producing wells and wells capable of production, including natural gas wells awaiting pipeline connections to commence deliveries and oil wells awaiting connection to production facilities.

### *Acreage*

The following table sets forth information as of December 31, 2017 relating to the gross, net and net royalty acreage of our mineral interests:

Basin	Gross Acreage	Net Acreage	Net Royalty Acreage
Permian	247,602	43,843	9,570

Our net interest in production from our mineral interests is based on lease royalty terms which vary from property to property. Our interest in the majority of these properties is perpetual in nature, however approximately 6.27% of the net royalty acreage consists of over-riding royalty interests which may be subject to expiration. Net royalty acres are defined as gross acreage multiplied by the average royalty interest.

## **Competition**

The oil and natural gas industry is intensely competitive, and we compete with other companies that have greater resources. Many of these companies not only explore for and produce oil and natural gas, but also carry on midstream and refining operations and market petroleum and other products on a regional, national or worldwide basis. These companies may be able to pay more for productive oil and natural gas properties and exploratory prospects or to define, evaluate, bid for and purchase a greater number of properties and prospects than our financial or human resources permit. In addition, these companies may have a greater ability to continue exploration activities during periods of low oil and natural gas market prices. Our larger or more integrated competitors may be able to absorb the burden of existing, and any changes to, federal, state and local laws and regulations more easily than we can, which would adversely affect our competitive position. Our ability to acquire additional mineral, royalty, overriding royalty, net profits and similar interests in the future will be dependent upon our ability to evaluate and select suitable properties and to consummate transactions in a highly competitive environment. In addition, because we have fewer financial and human resources than many companies in our industry, we may be at a disadvantage in bidding for these and other oil and natural gas properties. Further, oil and natural gas compete with other forms of energy available to customers, primarily based on price. These alternate forms of energy include electricity, coal and fuel oils. Changes in the availability or price of oil and natural gas or other forms of energy, as well as business conditions, conservation, legislation, regulations and the ability to convert to alternate fuels and other forms of energy may affect the demand for oil and natural gas.

## **Seasonal Nature of Business**

Generally, demand for oil increases during the summer months and decreases during the winter months while natural gas decreases during the summer months and increases during the winter months. Certain natural gas users utilize natural gas storage facilities and purchase some of their anticipated winter requirements during the summer, which can lessen seasonal demand fluctuations. Seasonal weather conditions and lease stipulations can limit drilling and producing activities and other oil and natural gas operations in a portion of our operating areas. These seasonal anomalies can pose challenges for our operators in meeting well drilling objectives and can increase competition for equipment, supplies and personnel during the spring and summer months, which could lead to shortages and increase costs or delay operations.

## **Regulation**

*The following disclosure describes regulation more directly associated with operators of oil and natural gas properties, including our current operators, and other owners of working interests in oil and natural gas properties. To the extent we elect in the future to engage in the exploration, development and production of oil and natural gas properties, we would be directly subject to the same regulations described below. For purposes of this section, where applicable, references to “we,” “us,” and “our” refer to Viper Energy Partners LP to the extent the partnership were to acquire working interests in the future as well as to any operators of our properties, including our current operators.*

Oil and natural gas operations are subject to various types of legislation, regulation and other legal requirements enacted by governmental authorities. This legislation and regulation affecting the oil and natural gas industry is under constant review for amendment or expansion. Some of these requirements carry substantial penalties for failure to comply. The regulatory burden on the oil and natural gas industry increases the cost of doing business.

## **Environmental Matters**

Oil and natural gas exploration, development and production operations are subject to stringent laws and regulations governing the discharge of materials into the environment or otherwise relating to environmental protection. Numerous federal, state and local governmental agencies, such as the EPA, issue regulations that often require difficult and costly compliance measures that carry substantial administrative, civil and criminal penalties and may result in injunctive obligations for non-compliance. These laws and regulations may require the acquisition of a permit before drilling commences, restrict the types, quantities and concentrations of various substances that can be released into the environment in connection with drilling and production activities, limit or prohibit construction or drilling activities on certain lands lying within wilderness, wetlands, ecologically or seismically sensitive areas, and other protected areas, require action to prevent or remediate pollution from current or former operations, such as plugging abandoned wells or closing pits, result in the suspension or revocation of necessary permits, licenses and authorizations, require that additional pollution controls be installed and impose substantial liabilities for pollution resulting from operations.

Liability under such laws and regulations is often strict (i.e., no showing of “fault” is required) and can be joint and several. Moreover, it is not uncommon for neighboring landowners and other third parties to file claims for personal injury and property damage allegedly caused by the release of hazardous substances, hydrocarbons or other waste products into the environment. Changes in environmental laws and regulations occur frequently, and any changes that result in more stringent and costly pollution control or waste handling, storage, transport, disposal or cleanup requirements could materially adversely affect our business and prospects.

#### *Waste Handling*

The Resource Conservation and Recovery Act, as amended, and comparable state statutes and regulations promulgated thereunder, affect oil and natural gas exploration, development and production activities by imposing requirements regarding the generation, transportation, treatment, storage, disposal and cleanup of hazardous and non-hazardous wastes. With federal approval, the individual states administer some or all of the provisions of the Resource Conservation and Recovery Act, sometimes in conjunction with their own, more stringent requirements. Although most wastes associated with the exploration, development and production of crude oil and natural gas are exempt from regulation as hazardous wastes under the Resource Conservation and Recovery Act, such wastes may constitute “solid wastes” that are subject to the less stringent non-hazardous waste requirements. Moreover, the EPA or state or local governments may adopt more stringent requirements for the handling of non-hazardous wastes or categorize some non-hazardous wastes as hazardous for future regulation. Indeed, legislation has been proposed from time to time in Congress to re-categorize certain oil and natural gas exploration, development and production wastes as “hazardous wastes.” Also, in December 2016, the EPA agreed in a consent decree to review its regulation of oil and gas waste. It has until March 2019 to determine whether any revisions are necessary. Any such changes in the laws and regulations could have a material adverse effect on our capital expenditures and operating expenses.

Administrative, civil and criminal penalties can be imposed for failure to comply with waste handling requirements. Any legislative or regulatory reclassification of oil and natural gas exploration and production wastes could increase the costs to manage and dispose of wastes.

#### *Remediation of Hazardous Substances*

The Comprehensive Environmental Response, Compensation and Liability Act, as amended, which we refer to as CERCLA or the “Superfund” law, and analogous state laws, generally impose liability, without regard to fault or legality of the original conduct, on classes of persons who are considered to be responsible for the release of a “hazardous substance” into the environment. These persons include the current owner or operator of a contaminated facility, a former owner or operator of the facility at the time of contamination, and those persons that disposed or arranged for the disposal of the hazardous substance at the facility. Under CERCLA and comparable state statutes, persons deemed “responsible parties” are subject to strict liability that, in some circumstances, may be joint and several for the costs of removing or remediating previously disposed wastes (including wastes disposed of or released by prior owners or operators) or property contamination (including groundwater contamination), for damages to natural resources and for the costs of certain health studies. In addition, it is not uncommon for neighboring landowners and other third parties to file claims for personal injury and property damage allegedly caused by the hazardous substances released into the environment. In the course of our operations, we use materials that, if released, would be subject to CERCLA and comparable state statutes. Therefore, governmental agencies or third parties may seek to hold us responsible under CERCLA and comparable state statutes for all or part of the costs to clean up sites at which such “hazardous substances” have been released.

#### *Water Discharges*

The Federal Water Pollution Control Act of 1972, as amended, also known as the “Clean Water Act,” the Safe Drinking Water Act, the Oil Pollution Act and analogous state laws and regulations promulgated thereunder impose restrictions and strict controls regarding the unauthorized discharge of pollutants, including produced waters and other gas and oil wastes, into navigable waters of the United States, as well as state waters. The discharge of pollutants into regulated waters is prohibited, except in accordance with the terms of a permit issued by the EPA or the state. Spill prevention, control and countermeasure plan requirements under federal law require appropriate containment berms and similar structures to help prevent the contamination of navigable waters in the event of a petroleum hydrocarbon tank spill, rupture or leak. The Clean Water Act and regulations implemented thereunder also prohibit the discharge of dredge and fill material into regulated waters, including jurisdictional wetlands, unless authorized by an appropriately issued permit. On June 29, 2015, the EPA and the U.S. Army Corps of Engineers, or the USACE, jointly promulgated final rules redefining the scope of waters protected under the Clean Water Act. To the extent the rule expands the range of properties subject to the Clean Water Act’s jurisdiction, we could face increased costs and delays with respect to obtaining permits for dredge and fill activities in wetland areas. Following its promulgation, numerous states and industry groups challenged the rule and, on October 9, 2015, a federal court stayed the rule’s implementation nationwide, pending further action.

in court. In response to this decision, the EPA and the USACE have resumed nationwide use of the agencies' prior regulations defining the term "waters of the United States." Further, on February 28, 2017, President Trump signed an executive order directing the relevant executive agencies to review the rules and to initiate rulemaking to rescind or revise them, as appropriate under the stated policies of protecting navigable waters from pollution while promoting economic growth, reducing uncertainty, and showing due regard for Congress and the states. On July 27, 2017, the EPA and the USACE published a proposed rule to rescind the 2015 rules, and, on November 22, 2017, the agencies published a proposed rule to maintain the status quo pending the agencies review of the 2015 rules.

The EPA has also adopted regulations requiring certain oil and natural gas exploration and production facilities to obtain individual permits or coverage under general permits for storm water discharges. In addition, on June 28, 2016, the EPA published a final rule prohibiting the discharge of wastewater from onshore unconventional oil and gas extraction facilities to publicly owned wastewater treatment plants, which regulations are discussed in more detail below under the caption "--Regulation of Hydraulic Fracturing." Costs may be associated with the treatment of wastewater or developing and implementing storm water pollution prevention plans, as well as for monitoring and sampling the storm water runoff from certain of our facilities. Some states also maintain groundwater protection programs that require permits for discharges or operations that may impact groundwater conditions.

The Oil Pollution Act is the primary federal law for oil spill liability. The Oil Pollution Act contains numerous requirements relating to the prevention of and response to petroleum releases into waters of the United States, including the requirement that operators of offshore facilities and certain onshore facilities near or crossing waterways must develop and maintain facility response contingency plans and maintain certain significant levels of financial assurance to cover potential environmental cleanup and restoration costs. The Oil Pollution Act subjects owners of facilities to strict liability that, in some circumstances, may be joint and several for all containment and cleanup costs and certain other damages arising from a release, including, but not limited to, the costs of responding to a release of oil to surface waters.

Non-compliance with the Clean Water Act or the Oil Pollution Act may result in substantial administrative, civil and criminal penalties, as well as injunctive obligations.

#### *Air Emissions*

The federal Clean Air Act, as amended, and comparable state laws and regulations, regulate emissions of various air pollutants through the issuance of permits and the imposition of other requirements. The EPA has developed, and continues to develop, stringent regulations governing emissions of air pollutants at specified sources. New facilities may be required to obtain permits before work can begin, and existing facilities may be required to obtain additional permits and incur capital costs in order to remain in compliance. For example, on August 16, 2012, the EPA published final regulations under the federal Clean Air Act that establish new emission controls for oil and natural gas production and processing operations, which regulations are discussed in more detail below in "--Regulation of Hydraulic Fracturing." Also, on May 12, 2016, the EPA issued a final rule regarding the criteria for aggregating multiple small surface sites into a single source for air-quality permitting purposes applicable to the oil and gas industry. This rule could cause small facilities, on an aggregate basis, to be deemed a major source, thereby triggering more stringent air permitting processes and requirements. These laws and regulations may increase the costs of compliance for some facilities we own or operate, and federal and state regulatory agencies can impose administrative, civil and criminal penalties for non-compliance with air permits or other requirements of the federal Clean Air Act and associated state laws and regulations. Obtaining or renewing permits has the potential to delay the development of oil and natural gas projects.

#### *Climate Change*

In December 2009, the EPA issued an Endangerment Finding that determined that emissions of carbon dioxide, methane and other greenhouse gases present an endangerment to public health and the environment because, according to the EPA, emissions of such gases contribute to warming of the earth's atmosphere and other climatic changes. In May 2010, the EPA adopted regulations establishing new greenhouse gas emissions thresholds that determine when stationary sources must obtain permits under the Prevention of Significant Deterioration, or PSD, and Title V programs of the Clean Air Act. On June 23, 2014, in *Utility Air Regulatory Group v. EPA*, the Supreme Court held that stationary sources could not become subject to PSD or Title V permitting solely by reason of their greenhouse gas emissions. The Court ruled, however, that the EPA may require installation of best available control technology for greenhouse gas emissions at sources otherwise subject to the PSD and Title V programs. On August 26, 2016, the EPA proposed changes needed to bring the EPA's air permitting regulations in line with the Supreme Court's decision on greenhouse gas permitting. The proposed rule was published in the Federal Register on October 3, 2016 and the public comment period closed on December 2, 2016.

Additionally, in September 2009, the EPA issued a final rule requiring the reporting of greenhouse gas emissions from specified large greenhouse gas emission sources in the U.S., including natural gas liquids fractionators and local natural gas distribution companies, beginning in 2011 for emissions occurring in 2010. In November 2010, the EPA expanded the greenhouse gas reporting rule to include onshore and offshore oil and natural gas production and onshore processing, transmission, storage and distribution facilities, which may include certain of our facilities, beginning in 2012 for emissions occurring in 2011. In October 2015, the EPA amended the greenhouse gas reporting rule to add the reporting of greenhouse gas emissions from gathering and boosting systems, completions and workovers of oil wells using hydraulic fracturing, and blowdowns of natural gas transmission pipelines.

In addition, the U.S. Congress has from time to time considered adopting legislation to reduce emissions of greenhouse gases and almost one-half of the states have already taken legal measures to reduce emissions of greenhouse gases primarily through the planned development of greenhouse gas emission inventories and/or regional greenhouse gas cap and trade programs. Although the U.S. Congress has not adopted such legislation at this time, it may do so in the future and many states continue to pursue regulations to reduce greenhouse gas emissions. Most of these cap and trade programs work by requiring major sources of emissions, such as electric power plants, or major producers of fuels, such as refineries and gas processing plants, to acquire and surrender emission allowances corresponding with their annual emissions of greenhouse gases. The number of allowances available for purchase is reduced each year until the overall greenhouse gas emission reduction goal is achieved. As the number of greenhouse gas emission allowances declines each year, the cost or value of allowances is expected to escalate significantly.

At the international level, in December 2015, the United States participated in the 21st Conference of the Parties of the United Nations Framework Convention on Climate Change in Paris, France. The resulting Paris Agreement calls for the parties to undertake “ambitious efforts” to limit the average global temperature, and to conserve and enhance sinks and reservoirs of greenhouse gases. The Agreement went into effect on November 4, 2016. The Agreement establishes a framework for the parties to cooperate and report actions to reduce greenhouse gas emissions. However, on June 1, 2017, President Trump announced that the United States would withdraw from the Paris Agreement, and begin negotiations to either re-enter or negotiate an entirely new agreement with more favorable terms for the United States. The Paris Agreement sets forth a specific exit process, whereby a party may not provide notice of its withdrawal until three years from the effective date, with such withdrawal taking effect one year from such notice. It is not clear what steps the Trump Administration plans to take to withdraw from the Paris Agreement, whether a new agreement can be negotiated, or what terms would be included in such an agreement. Furthermore, in response to the announcement, many state and local leaders have stated their intent to intensify efforts to uphold the commitments set forth in the international accord.

Restrictions on emissions of methane or carbon dioxide that may be imposed could adversely impact the demand for, price of, and value of our products and reserves. As our operations also emit greenhouse gases directly, current and future laws or regulations limiting such emissions could increase our own costs. At this time, it is not possible to accurately estimate how potential future laws or regulations addressing greenhouse gas emissions would impact our business.

In addition, there have also been efforts in recent years to influence the investment community, including investment advisors and certain sovereign wealth, pension and endowment funds promoting divestment of fossil fuel equities and pressuring lenders to limit funding to companies engaged in the extraction of fossil fuel reserves. Such environmental activism and initiatives aimed at limiting climate change and reducing air pollution could interfere with our business activities, operations and ability to access capital. Furthermore, claims have been made against certain energy companies alleging that greenhouse gas emissions from oil and natural gas operations constitute a public nuisance under federal and/or state common law. As a result, private individuals or public entities may seek to enforce environmental laws and regulations against us and could allege personal injury, property damages or other liabilities. While our business is not a party to any such litigation, we could be named in actions making similar allegations. An unfavorable ruling in any such case could significantly impact our operations and could have an adverse impact on our financial condition.

Moreover, there has been public discussion that climate change may be associated with extreme weather conditions such as more intense hurricanes, thunderstorms, tornadoes and snow or ice storms, as well as rising sea levels. Another possible consequence of climate change is increased volatility in seasonal temperatures. Some studies indicate that climate change could cause some areas to experience temperatures substantially hotter or colder than their historical averages. Extreme weather conditions can interfere with our production and increase our costs and damage resulting from extreme weather may not be fully insured. However, at this time, we are unable to determine the extent to which climate change may lead to increased storm or weather hazards affecting our operations.

## ***Regulation of Hydraulic Fracturing***

Hydraulic fracturing is an important common practice that is used to stimulate production of hydrocarbons, particularly natural gas, from tight formations, including shales. The process, which involves the injection of water, sand and chemicals under pressure into formations to fracture the surrounding rock and stimulate production, is typically regulated by state oil and natural gas commissions. However, legislation has been proposed in recent sessions of Congress to amend the Safe Drinking Water Act to repeal the exemption for hydraulic fracturing from the definition of “underground injection,” to require federal permitting and regulatory control of hydraulic fracturing, and to require disclosure of the chemical constituents of the fluids used in the fracturing process. Furthermore, several federal agencies have asserted regulatory authority over certain aspects of the process. For example, the EPA has taken the position that hydraulic fracturing with fluids containing diesel fuel is subject to regulation under the Underground Injection Control program, specifically as “Class II” Underground Injection Control wells under the Safe Drinking Water Act.

In addition, the EPA previously announced its plans to develop a Notice of Proposed Rulemaking by June 2018, which would describe a proposed mechanism - regulatory, voluntary, or a combination of both - to collect data on hydraulic fracturing chemical substances and mixtures. Also, on June 28, 2016, the EPA published a final rule prohibiting the discharge of wastewater from onshore unconventional oil and natural gas extraction facilities to publicly owned wastewater treatment plants. The EPA is also conducting a study of private wastewater treatment facilities (also known as centralized waste treatment, or CWT, facilities) accepting oil and natural gas extraction wastewater. The EPA is collecting data and information related to the extent to which CWT facilities accept such wastewater, available treatment technologies (and their associated costs), discharge characteristics, financial characteristics of CWT facilities, and the environmental impacts of discharges from CWT facilities.

On August 16, 2012, the EPA published final regulations under the federal Clean Air Act that establish new air emission controls for oil and natural gas production and natural gas processing operations. Specifically, the EPA’s rule package includes New Source Performance standards to address emissions of sulfur dioxide and volatile organic compounds and a separate set of emission standards to address hazardous air pollutants frequently associated with oil and natural gas production and processing activities. The final rules seek to achieve a 95% reduction in volatile organic compounds emitted by requiring the use of reduced emission completions or “green completions” on all hydraulically-fractured wells constructed or refractured after January 1, 2015. The rules also establish specific new requirements regarding emissions from compressors, controllers, dehydrators, storage tanks and other production equipment. The EPA received numerous requests for reconsideration of these rules from both industry and the environmental community, and court challenges to the rules were also filed. In response, the EPA has issued, and will likely continue to issue, revised rules responsive to some of the requests for reconsideration. In particular, on May 12, 2016, the EPA amended its regulations to impose new standards for methane and volatile organic compounds emissions for certain new, modified, and reconstructed equipment, processes, and activities across the oil and natural gas sector. However, in a March 28, 2017 executive order, President Trump directed the EPA to review the 2016 regulations and, if appropriate, to initiate a rulemaking to rescind or revise them consistent with the stated policy of promoting clean and safe development of the nation’s energy resources, while at the same time avoiding regulatory burdens that unnecessarily encumber energy production. On June 16, 2017, the EPA published a proposed rule to stay for two years certain requirements of the 2016 regulations, including fugitive emission requirements. These standards, as well as any future laws and their implementing regulations, may require us to obtain pre-approval for the expansion or modification of existing facilities or the construction of new facilities expected to produce air emissions, impose stringent air permit requirements, or mandate the use of specific equipment or technologies to control emissions. We cannot predict the final regulatory requirements or the cost to comply with such requirements with any certainty.

Furthermore, there are certain governmental reviews either underway or being proposed that focus on environmental aspects of hydraulic fracturing practices. On December 13, 2016, the EPA released a study examining the potential for hydraulic fracturing activities to impact drinking water resources, finding that, under some circumstances, the use of water in hydraulic fracturing activities can impact drinking water resources. Also, on February 6, 2015, the EPA released a report with findings and recommendations related to public concern about induced seismic activity from disposal wells. The report recommends strategies for managing and minimizing the potential for significant injection-induced seismic events. Other governmental agencies, including the U.S. Department of Energy, the U.S. Geological Survey, and the U.S. Government Accountability Office, have evaluated or are evaluating various other aspects of hydraulic fracturing. These ongoing or proposed studies could spur initiatives to further regulate hydraulic fracturing, and could ultimately make it more difficult or costly for us to perform fracturing and increase our costs of compliance and doing business.

Several states, including Texas, have adopted, or are considering adopting, regulations that could restrict or prohibit hydraulic fracturing in certain circumstances, impose more stringent operating standards and/or require the disclosure of the composition of hydraulic fracturing fluids. The Texas Legislature adopted legislation, effective September 1, 2011, requiring oil and gas operators to publicly disclose the chemicals used in the hydraulic fracturing process. The Texas Railroad Commission adopted rules and regulations implementing this legislation that apply to all wells for which the Texas Railroad Commission issues

an initial drilling permit after February 1, 2012. The law requires that the well operator disclose the list of chemical ingredients subject to the requirements of OSHA for disclosure on an internet website and also file the list of chemicals with the Texas Railroad Commission with the well completion report. The total volume of water used to hydraulically fracture a well must also be disclosed to the public and filed with the Texas Railroad Commission. Also, in May 2013, the Texas Railroad Commission adopted rules governing well casing, cementing and other standards for ensuring that hydraulic fracturing operations do not contaminate nearby water resources. The rules took effect in January 2014. Additionally, on October 28, 2014, the Texas Railroad Commission adopted disposal well rule amendments designed, among other things, to require applicants for new disposal wells that will receive non-hazardous produced water and hydraulic fracturing flowback fluid to conduct seismic activity searches utilizing the U.S. Geological Survey. The searches are intended to determine the potential for earthquakes within a circular area of 100 square miles around a proposed new disposal well. The disposal well rule amendments, which became effective on November 17, 2014, also clarify the Texas Railroad Commission's authority to modify, suspend or terminate a disposal well permit if scientific data indicates a disposal well is likely to contribute to seismic activity. The Texas Railroad Commission has used this authority to deny permits for waste disposal wells.

There has been increasing public controversy regarding hydraulic fracturing with regard to the use of fracturing fluids, induced seismic activity, impacts on drinking water supplies, use of water and the potential for impacts to surface water, groundwater and the environment generally. A number of lawsuits and enforcement actions have been initiated across the country implicating hydraulic fracturing practices. If new laws or regulations that significantly restrict hydraulic fracturing are adopted, such laws could make it more difficult or costly for us to perform fracturing to stimulate production from tight formations as well as make it easier for third parties opposing the hydraulic fracturing process to initiate legal proceedings based on allegations that specific chemicals used in the fracturing process could adversely affect groundwater. In addition, if hydraulic fracturing is further regulated at the federal or state level, our fracturing activities could become subject to additional permitting and financial assurance requirements, more stringent construction specifications, increased monitoring, reporting and recordkeeping obligations, plugging and abandonment requirements and also to attendant permitting delays and potential increases in costs. Such changes could cause us to incur substantial compliance costs, and compliance or the consequences of any failure to comply by us could have a material adverse effect on our financial condition and results of operations. At this time, it is not possible to estimate the impact on our business of newly enacted or potential federal, state or local laws governing hydraulic fracturing.

### ***Other Regulation of the Oil and Natural Gas Industry***

The oil and natural gas industry is extensively regulated by numerous federal, state and local authorities. Legislation affecting the oil and natural gas industry is under constant review for amendment or expansion, frequently increasing the regulatory burden. Also, numerous departments and agencies, both federal and state, are authorized by statute to issue rules and regulations that are binding on the oil and natural gas industry and its individual members, some of which carry substantial penalties for failure to comply. Although the regulatory burden on the oil and natural gas industry increases the cost of doing business, these burdens generally do not affect us any differently or to any greater or lesser extent than they affect other companies in the industry with similar types, quantities and locations of production.

The availability, terms and cost of transportation significantly affect sales of oil and natural gas. The interstate transportation and sale for resale of oil and natural gas is subject to federal regulation, including regulation of the terms, conditions and rates for interstate transportation, storage and various other matters, primarily by FERC. Federal and state regulations govern the price and terms for access to oil and natural gas pipeline transportation. FERC's regulations for interstate oil and natural gas transmission in some circumstances may also affect the intrastate transportation of oil and natural gas.

Although oil and natural gas prices are currently unregulated, Congress historically has been active in the area of oil and natural gas regulation. We cannot predict whether new legislation to regulate oil and natural gas might be proposed, what proposals, if any, might actually be enacted by Congress or the various state legislatures, and what effect, if any, the proposals might have on our operations. Sales of condensate and oil and natural gas liquids are not currently regulated and are made at market prices.

### ***Drilling and Production***

The operations of our operators are subject to various types of regulation at the federal, state and local level. These types of regulation include requiring permits for the drilling of wells, drilling bonds and reports concerning operations. The states, and some counties and municipalities, in which our operators conduct business also regulate one or more of the following:

- the location of wells;
- the method of drilling and casing wells;

- the timing of construction or drilling activities, including seasonal wildlife closures;
- the rates of production or “allowables”;
- the surface use and restoration of properties upon which wells are drilled;
- the plugging and abandoning of wells; and
- notice to, and consultation with, surface owners and other third parties.

State laws regulate the size and shape of drilling and spacing units or proration units governing the pooling of oil and natural gas properties. Some states allow forced pooling or integration of tracts to facilitate exploration while other states rely on voluntary pooling of lands and leases. In some instances, forced pooling or unitization may be implemented by third parties and may reduce our interest in the unitized properties. In addition, state conservation laws establish maximum rates of production from oil and natural gas wells, generally prohibit the venting or flaring of natural gas and impose requirements regarding the ratable production. These laws and regulations may limit the amount of oil and natural gas that our operators can produce from our wells or limit the number of wells or the locations at which we can drill. Moreover, each state generally imposes a production or severance tax with respect to the production and sale of oil, natural gas and natural gas liquids within its jurisdiction. States do not regulate wellhead prices or engage in other similar direct regulation, but we cannot assure our unitholders that they will not do so in the future. The effect of such future regulations may be to limit the amounts of oil and natural gas that may be produced from our wells, negatively affect the economics of production from these wells or to limit the number of locations we can drill.

Federal, state and local regulations provide detailed requirements for the plugging and abandonment of wells, closure or decommissioning of production facilities and pipelines and for site restoration in areas. Although the U.S. Army Corps of Engineers does not require bonds or other financial assurances, some state agencies and municipalities do have such requirements.

#### *Natural Gas Sales and Transportation*

Historically, federal legislation and regulatory controls have affected the price and marketing of natural gas. FERC has jurisdiction over the transportation and sale for resale of natural gas in interstate commerce by natural gas companies under the Natural Gas Act of 1938 and the Natural Gas Policy Act of 1978. Since 1978, various federal laws have been enacted which have resulted in the complete removal of all price and non-price controls for sales of domestic natural gas sold in “first sales.” Under the Energy Policy Act of 2005, FERC has substantial enforcement authority to prohibit the manipulation of natural gas markets and enforce its rules and orders, including the ability to assess substantial civil penalties.

FERC also regulates interstate natural gas transportation rates and service conditions and establishes the terms under which we may use interstate natural gas pipeline capacity, which affects the marketing of natural gas that our operators produce, as well as the revenues our operators receive for sales of natural gas and release of natural gas pipeline capacity. Commencing in 1985, FERC promulgated a series of orders, regulations and rule makings that significantly fostered competition in the business of transporting and marketing gas. Today, interstate pipeline companies are required to provide nondiscriminatory transportation services to producers, marketers and other shippers, regardless of whether such shippers are affiliated with an interstate pipeline company. FERC’s initiatives have led to the development of a competitive, open access market for natural gas purchases and sales that permits all purchasers of natural gas to buy gas directly from third-party sellers other than pipelines. However, the natural gas industry historically has been very heavily regulated; therefore, we cannot guarantee that the less stringent regulatory approach currently pursued by FERC and Congress will continue indefinitely into the future nor can we determine what effect, if any, future regulatory changes might have on our natural gas related activities.

Under FERC’s current regulatory regime, transmission services are provided on an open-access, non-discriminatory basis at cost-based rates or negotiated rates. Gathering service, which occurs upstream of jurisdictional transmission services, is regulated by the states onshore and in state waters. Although its policy is still in flux, FERC has in the past reclassified certain jurisdictional transmission facilities as non-jurisdictional gathering facilities, which has the tendency to increase our operators’ costs of transporting gas to point-of-sale locations.

#### *Oil Sales and Transportation*

Sales of crude oil, condensate and natural gas liquids are not currently regulated and are made at negotiated prices. Nevertheless, Congress could reenact price controls in the future.

Crude oil sales are affected by the availability, terms and cost of transportation. The transportation of oil in common carrier pipelines is also subject to rate regulation. FERC regulates interstate oil pipeline transportation rates under the Interstate Commerce Act and intrastate oil pipeline transportation rates are subject to regulation by state regulatory commissions. The basis for intrastate oil pipeline regulation, and the degree of regulatory oversight and scrutiny given to intrastate oil pipeline rates, varies from state to state. Insofar as effective interstate and intrastate rates are equally applicable to all comparable shippers, we believe that the regulation of oil transportation rates will not affect our operations in any materially different way than such regulation will affect the operations of our competitors.

Further, interstate and intrastate common carrier oil pipelines must provide service on a non-discriminatory basis. Under this open access standard, common carriers must offer service to all shippers requesting service on the same terms and under the same rates. When oil pipelines operate at full capacity, access is governed by prorationing provisions set forth in the pipelines' published tariffs. Accordingly, we believe that access to oil pipeline transportation services generally will be available to our operators to the same extent as to our or their competitors.

#### *State Regulation*

Texas regulates the drilling for, and the production, gathering and sale of, oil and natural gas, including imposing severance taxes and requirements for obtaining drilling permits. Texas currently imposes a 4.6% severance tax on oil production and a 7.5% severance tax on natural gas production. States also regulate the method of developing new fields, the spacing and operation of wells and the prevention of waste of oil and natural gas resources. States may regulate rates of production and may establish maximum daily production allowables from oil and natural gas wells based on market demand or resource conservation, or both. States do not regulate wellhead prices or engage in other similar direct economic regulation, but we cannot assure our unitholders that they will not do so in the future. The effect of these regulations may be to limit the amount of oil and natural gas that may be produced from our wells and to limit the number of wells or locations our operators can drill.

The petroleum industry is also subject to compliance with various other federal, state and local regulations and laws. Some of those laws relate to resource conservation and equal employment opportunity. We do not believe that compliance with these laws will have a material adverse effect on us.

#### **Employees**

We do not have any employees. We are managed and operated by the board of directors and executive officers of our general partner. All of the employees that conduct our business, including our executive officers, are employed by Diamondback.

As of December 31, 2017, Diamondback had 251 full-time employees. None of Diamondback's employees are represented by labor unions or covered by any collective bargaining agreements. Diamondback also hires independent contractors and consultants involved in land, technical, regulatory and other disciplines to assist its full time employees. Please read "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and related notes, each of which is included elsewhere in this Annual Report.

#### **Facilities**

Diamondback leases office space for our principal executive offices in Midland, Texas. We believe that these facilities are adequate for our current operations.

#### **Availability of Partnership Reports**

Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and all amendments to those reports are available free of charge on the Investor Relations page of our website at [www.viperenergy.com](http://www.viperenergy.com) as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. Information contained on, or connected to, our website is not incorporated by reference into this Annual Report and should not be considered part of this or any other report that we file with or furnish to the SEC.

#### **ITEM 1A. RISK FACTORS**

*Limited partner interests are inherently different from the capital stock of a corporation, although many of the business risks to which we are subject are similar to those that would be faced by a corporation engaged in a similar business. If any of the following risks were to occur, our business, financial condition, results of operations and cash available for distribution could be materially adversely affected. In that case, we might not be able to make distributions on our common units, the trading price*

of our common units could decline, and unitholders could lose all or part of their investment. Other risks are also described in “Items 1 and 2. Business and Properties” and “Item 7A. Quantitative and Qualitative Disclosures About Market Risk.”

## Risks Related to Our Business

### ***We may not have sufficient available cash to pay any quarterly distribution on our common units.***

We may not have sufficient available cash each quarter to enable us to pay any distributions to our common unitholders. Furthermore, our partnership agreement does not require us to pay distributions on a quarterly basis or otherwise. The amount of cash we have to distribute each quarter principally depends upon the amount of royalty revenues we generate, which are dependent upon the volumes of production sold and the prices that our operators realize from the sale of such production. In addition, the actual amount of cash we will have to distribute each quarter under our cash distribution policy will be reduced by replacement capital expenditures, payments in respect of debt service and other contractual obligations and fixed charges and increases in reserves for future operating or capital needs that the board of directors may determine is appropriate.

### ***The amount of cash we have available for distribution to holders of our units depends primarily on our cash flow and not solely on profitability, which may prevent us from making cash distributions during periods when we record net income.***

The amount of cash we have available for distribution depends primarily upon our cash flow and not solely on profitability, which will be affected by non-cash items. As a result, we may make cash distributions during periods in which we record net losses for financial accounting purposes and may be unable to make cash distributions during periods in which we record net income.

### ***Our business is difficult to evaluate because we have a limited operating history.***

Viper Energy Partners LP was formed in February 2014. In September 2013, our predecessor acquired the mineral interests contributed to us upon the consummation of the IPO. Moreover, we do not have historical financial statements with respect to the mineral interests for periods prior to their acquisition by Diamondback in September 2013. As a result, there is only limited historical financial and operating information available upon which to base an evaluation of our performance.

### ***The amount of our quarterly cash distributions, if any, may vary significantly both quarterly and annually and is directly dependent on the performance of our business. We do not have a minimum quarterly distribution or employ structures intended to consistently maintain or increase distributions over time and could make no distribution with respect to any particular quarter.***

Our future business performance may be volatile, and our cash flows may be unstable. We do not have a minimum quarterly distribution or employ structures intended to consistently maintain or increase distributions over time. Because our quarterly distributions will significantly correlate to the cash we generate each quarter after payment of our fixed and variable expenses, future quarterly distributions paid to our unitholders will vary significantly from quarter to quarter and may be zero.

### ***The board of directors of our general partner may modify or revoke our cash distribution policy at any time at its discretion. Our partnership agreement does not require us to make any distributions at all.***

The board of directors of our general partner has adopted a cash distribution policy pursuant to which we distribute an amount equal to the available cash we generate each quarter to our unitholders. However, the board of directors of our general partner may change such policy at any time at its discretion and could elect not to pay distributions for one or more quarters.

In addition, our partnership agreement does not require us to pay any distributions at all. Any modification or revocation of our cash distribution policy could substantially reduce or eliminate the amounts of distributions to our unitholders. The amount of distributions we make, if any, and the decision to make any distribution at all will be determined by the board of directors of our general partner, whose interests may differ from those of our common unitholders. Our general partner has limited duties to our unitholders, which may permit it to favor its own interests or the interests of Diamondback to the detriment of our common unitholders.

### ***The volatility of oil and natural gas prices, and particularly the ongoing decline in those prices, due to factors beyond our control greatly affects our financial condition, results of operations and cash available for distribution.***

Our revenues, operating results, cash available for distribution and the carrying value of our oil and natural gas properties depend significantly upon the prevailing prices for oil and natural gas. Historically, oil and natural gas prices have been volatile

and are subject to fluctuations in response to changes in supply and demand, market uncertainty and a variety of additional factors that are beyond our control, including:

- the domestic and foreign supply of oil and natural gas;
- the level of prices and expectations about future prices of oil and natural gas;
- the level of global oil and natural gas exploration and production;
- the cost of exploring for, developing, producing and delivering oil and natural gas;
- the price and quantity of foreign imports;
- political and economic conditions in oil producing countries, including the Middle East, Africa, South America and Russia;
- the ability of members of the Organization of Petroleum Exporting Countries to agree to and maintain oil price and production controls;
- speculative trading in crude oil and natural gas derivative contracts;
- the level of consumer product demand;
- weather conditions and other natural disasters;
- risks associated with operating drilling rigs;
- technological advances affecting energy consumption;
- the price and availability of alternative fuels;
- domestic and foreign governmental regulations and taxes;
- the continued threat of terrorism and the impact of military and other action, including U.S. military operations in the Middle East;
- the proximity, cost, availability and capacity of oil and natural gas pipelines and other transportation facilities; and
- overall domestic and global economic conditions.

These factors and the volatility of the energy markets make it extremely difficult to predict future oil and natural gas price movements with any certainty. During the past five years, the posted price for West Texas intermediate light sweet crude oil, which we refer to as West Texas Intermediate or WTI, has ranged from a low of \$26.19 per barrel, or Bbl, in February 2016 to a high of \$110.62 per Bbl in September 2013. The Henry Hub spot market price of natural gas has ranged from a low of \$1.49 per MMBtu in March 2016 to a high of \$8.15 per MMBtu in February 2014. During 2017, WTI prices ranged from \$42.48 to \$60.46 per Bbl and the Henry Hub spot market price of natural gas ranged from \$2.44 to \$3.71 per MMBtu. On January 29, 2018, the WTI posted price for crude oil was \$65.71 per Bbl and the Henry Hub spot market price of natural gas was \$3.60 per MMBtu. If the prices of oil and natural gas decline, our operations, financial condition and level of expenditures for the development of our oil and natural gas reserves may be materially and adversely affected. Lower oil and natural gas prices may also result in a reduction in the borrowing base under our credit agreement, which may be determined at the discretion of our lenders.

In addition, lower oil and natural gas prices may also reduce the amount of oil and natural gas that can be produced economically by our operators. This may result in having to make substantial downward adjustments to our estimated proved reserves. If this occurs or if production estimates change or exploration or development results deteriorate, full cost accounting rules may require us to write down, as a non-cash charge to earnings, the carrying value of our oil and natural gas properties. Our operators could also determine during periods of low commodity prices to shut in or curtail production from wells on our properties. In addition, they could determine during periods of low commodity prices to plug and abandon marginal wells that otherwise may have been allowed to continue to produce for a longer period under conditions of higher prices. Specifically, they may abandon any well if they reasonably believe that the well can no longer produce oil or natural gas in commercially paying quantities.

***We do not enter into hedging arrangements with respect to the oil and natural gas production from our properties, and we will be exposed to the impact of decreases in the price of oil and natural gas.***

We have not entered into hedging arrangements to establish, in advance, a price for the sale of the oil and natural gas produced from our properties, and we do not intend to enter into such arrangements in the future. As a result, we may realize the benefit of any short-term increase in the price of oil and natural gas, but we will not be protected against decreases in price, and if the price of oil and natural gas continues at current levels or decreases further, our business, results of operations and cash available for distribution may be materially adversely affected.

***We depend on two operators for substantially all of the development and production on the properties underlying our mineral interests. Substantially all of our revenue is derived from royalty payments made by these operators. A reduction in the expected number of wells to be drilled on our acreage by these operators or the failure of either operator to adequately and efficiently develop and operate our acreage could have an adverse effect on our expected growth and our results of operations.***

Substantially all of our assets are mineral interests from which we derive royalty income. For the year ended December 31, 2017, we received approximately 61% and 23% of our royalty revenue from Diamondback and RSP Permian, respectively. The failure of Diamondback or RSP Permian to adequately or efficiently perform operations or an operator's failure to act in ways that are in our best interests could reduce production and revenues. Further, none of the operators of our properties are obligated to undertake any development activities, so any development and production activities will be subject to their reasonable discretion. Due to the current commodity price environment, both Diamondback and RSP Permian have expressed an intent to drill and complete fewer wells on our acreage than we previously anticipated. The level, success and timing of drilling and development activities on our properties, and whether the operators elect to drill any additional wells on our acreage, depends on a number of factors that will be largely outside of our control, including:

- commodity prices;
- the timing and amount of capital expenditures by our operators, which could be significantly more than anticipated;
- the ability of our operators to access capital;
- the availability of suitable drilling equipment, production and transportation infrastructure and qualified operating personnel;
- the operators' expertise, operating efficiency and financial resources;
- approval of other participants in drilling wells;
- the operators' expected return on investment in wells drilled on our acreage as compared to opportunities in other areas;
- the selection of technology;
- the selection of counterparties for the sale of production; and
- the rate of production of the reserves.

The operators may elect not to undertake development activities, or may undertake such activities in an unanticipated fashion, which may result in significant fluctuations in our royalty revenues and cash available for distribution to our unitholders. If reductions in production by the operators are implemented on our properties and sustained, our revenues may also be substantially affected. Additionally, if an operator were to experience financial difficulty, the operator might not be able to pay its royalty payments or continue its operations, which could have a material adverse impact on us.

***The development of our proved undeveloped reserves may take longer and may require higher levels of capital expenditures than we currently anticipate.***

Approximately 26.3% of our total estimated proved reserves as of December 31, 2017 were proved undeveloped reserves and may not be ultimately developed or produced. Recovery of proved undeveloped reserves requires significant capital expenditures and successful drilling operations. The reserve data included in the reserve reports of our independent petroleum

engineers assume that substantial capital expenditures are required to develop such reserves. We cannot be certain that the estimated costs of the development of these reserves are accurate, that development will occur as scheduled or that the results of such development will be as estimated. Delays in the development of our reserves, increases in costs to drill and develop such reserves, or further decreases in commodity prices will reduce the future net revenues of our estimated proved undeveloped reserves and may result in some projects becoming uneconomical. In addition, delays in the development of reserves could force us to reclassify certain of our proved reserves as unproved reserves.

***We may not be able to terminate our leases if any of our operators declare bankruptcy, and we may experience delays and be unable to replace operators that do not make royalty payments.***

A failure on the part of the operators to make royalty payments gives us the right to terminate the lease, repossess the property and enforce payment obligations under the lease. If we repossessed any of our properties, we would seek a replacement operator. However, we might not be able to find a replacement operator and, if we did, we might not be able to enter into a new lease on favorable terms within a reasonable period of time. In addition, the outgoing operator could be subject to bankruptcy proceedings that could prevent the execution of a new lease or the assignment of the existing lease to another operator. In addition, if we enter into a new lease, the replacement operator may not achieve the same levels of production or sell oil or natural gas at the same price as the operator it replaced.

***Our producing properties are located in the Permian Basin of West Texas, making us vulnerable to risks associated with operating in a single geographic area. In addition, we have a large amount of proved reserves attributable to a small number of producing horizons within this area.***

All of our producing properties are currently geographically concentrated in the Permian Basin of West Texas. As a result of this concentration, we may be disproportionately exposed to the impact of regional supply and demand factors, delays or interruptions of production from wells in this area caused by governmental regulation, processing or transportation capacity constraints, availability of equipment, facilities, personnel or services market limitations or interruption of the processing or transportation of crude oil, natural gas or natural gas liquids. In addition, the effect of fluctuations on supply and demand may become more pronounced within specific geographic oil and natural gas producing areas such as the Permian Basin, which may cause these conditions to occur with greater frequency or magnify the effects of these conditions. Due to the concentrated nature of our portfolio of properties, a number of our properties could experience any of the same conditions at the same time, resulting in a relatively greater impact on our results of operations than they might have on other companies that have a more diversified portfolio of properties. Such delays or interruptions could have a material adverse effect on our financial condition and results of operations.

In addition to the geographic concentration of our producing properties described above, as of December 31, 2017, all of our proved reserves were attributable to the Wolfberry play in the Midland Basin. This concentration of assets within a small number of producing horizons exposes us to additional risks, such as changes in field-wide rules and regulations that could cause us to permanently or temporarily shut-in all of our wells within a field.

***Our future success depends on finding, developing or acquiring additional reserves.***

Our future success depends upon our ability to find, develop or acquire additional oil and natural gas reserves that are economically recoverable. Our proved reserves will generally decline as reserves are depleted, except to the extent that successful exploration or development activities are conducted on our properties or we acquire properties containing proved reserves, or both. To increase reserves and production, we would need to undertake development, exploration and other replacement activities or use third parties to accomplish these activities. Substantial capital expenditures will be necessary for the development, production, exploration and acquisition of oil and natural gas reserves. Neither we nor our third-party operators may have sufficient resources to acquire additional reserves or to undertake exploration, development, production or other replacement activities, such activities may not result in significant additional reserves and efforts to drill productive wells at low finding and development costs may be unsuccessful. In addition, we do not expect to retain cash from our operations for replacement capital expenditures. Furthermore, although our revenues and cash available for distribution may increase if prevailing oil and natural gas prices increase significantly, finding costs for additional reserves could also increase.

***Our failure to successfully identify, complete and integrate acquisitions of properties or businesses could slow our growth and adversely affect our results of operations and cash available for distribution.***

There is intense competition for acquisition opportunities in our industry. The successful acquisition of producing properties requires an assessment of several factors, including:

- recoverable reserves;
- future oil and natural gas prices and their applicable differentials;
- operating costs; and
- potential environmental and other liabilities.

The accuracy of these assessments is inherently uncertain and we may not be able to identify attractive acquisition opportunities. In connection with these assessments, we perform a review of the subject properties that we believe to be generally consistent with industry practices. Our review will not reveal all existing or potential problems nor will it permit us to become sufficiently familiar with the properties to assess fully their deficiencies and capabilities. Inspections may not always be performed on every well, and environmental problems, such as groundwater contamination, are not necessarily observable even when an inspection is undertaken. Even when problems are identified, the seller may be unwilling or unable to provide effective contractual protection against all or part of the problems. Even if we do identify attractive acquisition opportunities, we may not be able to complete the acquisition or do so on commercially acceptable terms. Unless our operators further develop our existing properties, we will depend on acquisitions to grow our reserves, production and cash flow.

Competition for acquisitions may increase the cost of, or cause us to refrain from, completing acquisitions. Our ability to complete acquisitions is dependent upon, among other things, our ability to obtain debt and equity financing and, in some cases, regulatory approvals. Further, these acquisitions may be in geographic regions in which we do not currently hold properties, which could result in unforeseen operating difficulties. In addition, if we enter into new geographic markets, we may be subject to additional and unfamiliar legal and regulatory requirements. Compliance with regulatory requirements may impose substantial additional obligations on us and our management, cause us to expend additional time and resources in compliance activities and increase our exposure to penalties or fines for non-compliance with such additional legal requirements. Further, the success of any completed acquisition will depend on our ability to integrate effectively the acquired business into our existing operations. The process of integrating acquired businesses may involve unforeseen difficulties and may require a disproportionate amount of our managerial and financial resources. In addition, possible future acquisitions may be larger and for purchase prices significantly higher than those paid for earlier acquisitions.

No assurance can be given that we will be able to identify suitable acquisition opportunities, negotiate acceptable terms, obtain financing for acquisitions on acceptable terms or successfully acquire identified targets. Our failure to achieve consolidation savings, to integrate the acquired businesses and assets into our existing operations successfully or to minimize any unforeseen operational difficulties could have a material adverse effect on our financial condition, results of operations and cash available for distribution. The inability to effectively manage the integration of acquisitions could reduce our focus on subsequent acquisitions and current operations, which, in turn, could negatively impact our growth, results of operations and cash available for distribution.

***Properties we acquire may not produce as projected, and we may be unable to determine reserve potential, identify liabilities associated with the properties that we acquire or obtain protection from sellers against such liabilities.***

Acquiring oil and natural gas properties requires us to assess reservoir and infrastructure characteristics, including recoverable reserves, development and operating costs and potential environmental and other liabilities. Such assessments are inexact and inherently uncertain. In connection with the assessments, we perform a review of the subject properties, but such a review will not necessarily reveal all existing or potential problems. In the course of our due diligence, we may not inspect every well or pipeline. We cannot necessarily observe structural and environmental problems, such as pipe corrosion, when an inspection is made. We may not be able to obtain contractual indemnities from the seller for liabilities created prior to our purchase of the property. We may be required to assume the risk of the physical condition of the properties in addition to the risk that the properties may not perform in accordance with our expectations.

***Project areas on our properties, which are in various stages of development, may not yield oil or natural gas in commercially viable quantities.***

Project areas on our properties are in various stages of development, ranging from project areas with current drilling or production activity to project areas that have limited drilling or production history. During the year ended December 31, 2017, Diamondback, which is the operator for approximately 36% of the acreage associated with our properties, drilled a total of 100 gross wells and participated in 11 additional gross non-operated wells, of which 57 wells were completed as producing wells and 54 wells were in various stages of completion. If the wells in the process of being completed do not produce sufficient revenues or if dry holes are drilled, our financial condition, results of operations and cash available for distribution may be materially affected.

***Our method of accounting for investments in oil and natural gas properties resulted in impairments of asset value for the years ended December 31, 2016 and 2015 and may result in further impairments in future periods.***

We account for our oil and natural gas producing activities using the full cost method of accounting. Accordingly, all costs incurred in the acquisition, exploration and development of proved oil and natural gas properties, including the costs of abandoned properties, dry holes, geophysical costs and annual lease rentals are capitalized. All general and administrative corporate costs unrelated to drilling activities are expensed as incurred. Sales or other dispositions of oil and natural gas properties are accounted for as adjustments to capitalized costs, with no gain or loss recorded unless the ratio of cost to proved reserves would significantly change. Depletion of evaluated oil and natural gas properties is computed on the units of production method, whereby capitalized costs plus estimated future development costs are amortized over total proved reserves. The average depletion rate per barrel equivalent unit of production was \$10.07, \$12.67 and \$17.88 for the years ended December 31, 2017, 2016 and 2015, respectively.

The net capitalized costs of proved oil and natural gas properties are subject to a full cost ceiling limitation in which the costs are not allowed to exceed their related estimated future net revenues discounted at 10%. To the extent capitalized costs of evaluated oil and natural gas properties, net of accumulated depreciation, depletion, amortization and impairment, exceed the discounted future net revenues of proved oil and natural gas reserves, the excess capitalized costs are charged to expense. We use the unweighted arithmetic average first day of the month price for oil and natural gas for the 12-month period preceding the calculation date in estimating discounted future net revenues.

Impairments on proved oil and natural gas properties of \$47.5 million and \$3.4 million were recorded for the years ended December 31, 2016 and 2015, respectively. No impairment on proved oil and natural gas properties was recorded for the year ended December 31, 2017. See “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates—Method of Accounting for Oil and Natural Gas Properties.” If the prices of oil and natural gas decline, we may be required to write down the value of our oil and natural gas properties in the future, which could negatively affect our results of operations.

***Our estimated reserves are based on many assumptions that may turn out to be inaccurate. Any material inaccuracies in these reserve estimates or underlying assumptions will materially affect the quantities and present value of our reserves.***

Oil and natural gas reserve engineering is not an exact science and requires subjective estimates of underground accumulations of oil and natural gas and assumptions concerning future oil and natural gas prices, production levels, ultimate recoveries and operating and development costs. As a result, estimated quantities of proved reserves, projections of future production rates and the timing of development expenditures may be incorrect. Our historical estimates of proved reserves and related valuations as of December 31, 2017, 2016 and 2015, were prepared by Ryder Scott, an independent petroleum engineering firm, which conducted a well-by-well review of all our properties for the period covered by its reserve report using information provided by us. Over time, we may make material changes to reserve estimates taking into account the results of actual drilling, testing and production. Also, certain assumptions regarding future oil and natural gas prices, production levels and operating and development costs may prove incorrect. Any significant variance from these assumptions to actual figures could greatly affect our estimates of reserves, the economically recoverable quantities of oil and natural gas attributable to any particular group of properties, the classifications of reserves based on risk of recovery and estimates of future net cash flows. A substantial portion of our reserve estimates are made without the benefit of a lengthy production history, which are less reliable than estimates based on a lengthy production history. Numerous changes over time to the assumptions on which our reserve estimates are based, as described above, often result in the actual quantities of oil and natural gas that we ultimately recover being different from our reserve estimates. Reserve estimates do not include any value for probable or possible reserves that may exist, nor do they include any value for unproved undeveloped acreage.

The estimates of reserves as of December 31, 2017, 2016 and 2015 were prepared using an average price equal to the unweighted arithmetic average of hydrocarbon prices received on a field-by-field basis on the first day of each month within the 12-month periods ended December 31, 2017, 2016 and 2015, respectively, in accordance with the SEC guidelines applicable to reserve estimates for such period. Commodity prices have deteriorated significantly since that time and, accordingly, using more recent prices in estimating our proved reserves, without giving effect to any acquisition activities we have executed during 2017, would result in a reduction in proved reserve volumes due to economic limits.

***SEC rules could limit our ability to book additional proved undeveloped reserves in the future.***

SEC rules require that, subject to limited exceptions, proved undeveloped reserves may only be booked if they relate to wells scheduled to be drilled within five years after the date of booking. This requirement has limited and may continue to limit

our ability to book additional proved undeveloped reserves as we pursue our drilling program. Moreover, we may be required to write down our proved undeveloped reserves if we do not drill those wells within the required five-year timeframe because they have become uneconomic or otherwise.

***Concerns over general economic, business or industry conditions may have a material adverse effect on our results of operations, financial condition and cash available for distribution.***

Concerns over global economic conditions, energy costs, geopolitical issues, inflation, the availability and cost of credit and the European, Asian and the U.S. markets contribute to economic uncertainty and diminished expectations for the global economy. These factors, combined with volatile prices of oil, natural gas and natural gas liquids, volatility in consumer confidence and job markets, may result in an economic slowdown or recession. In addition, continued hostilities in the Middle East and the occurrence or threat of terrorist attacks in the United States or other countries could adversely affect the economies of the United States and other countries. Concerns about global economic growth have had a significant adverse impact on global financial markets and commodity prices. If the economic climate in the United States or abroad deteriorates, worldwide demand for petroleum products could diminish, which could impact the price at which oil, natural gas and natural gas liquids from our properties are sold, affect the ability of vendors, suppliers and customers associated with our properties to continue operations and ultimately adversely impact our results of operations, financial condition and cash available for distribution.

***Conservation measures and technological advances could reduce demand for oil and natural gas.***

Fuel conservation measures, alternative fuel requirements, increasing consumer demand for alternatives to oil and natural gas, technological advances in fuel economy and energy generation devices could reduce demand for oil and natural gas. The impact of the changing demand for oil and natural gas services and products may have a material adverse effect on our business, financial condition, results of operations and cash available for distribution.

***We rely on a few key individuals whose absence or loss could adversely affect our business.***

Many key responsibilities within our business have been assigned to a small number of individuals. The loss of their services could adversely affect our business. In particular, the loss of the services of one or more members of our executive team, including the Chief Executive Officer of our general partner, Travis D. Stice, could disrupt our business. Diamondback has employment agreements with Travis D. Stice and Teresa L. Dick, the Chief Financial Officer of our general partner, and certain other employees of our general partner which contain restrictions on competition with the business or operations of Diamondback and its subsidiaries until the later of the termination of their employment with or other affiliation with such entities and for a period of six months thereafter. However, as a practical matter, such employment agreements may not assure the retention of Diamondback's employees. Further, we do not maintain "key person" life insurance policies on any of our executive team or other key personnel. As a result, we are not insured against any losses resulting from the death of these key individuals.

***Competition in the oil and natural gas industry is intense, which may adversely affect our ability to succeed.***

The oil and natural gas industry is intensely competitive, and we compete with other companies that have greater resources than us. Many of these companies not only explore for and produce oil and natural gas, but also carry on midstream and refining operations and market petroleum and other products on a regional, national or worldwide basis. These companies may be able to pay more for productive oil and natural gas properties and exploratory prospects or define, evaluate, bid for and purchase a greater number of properties and prospects than our financial or human resources permit. In addition, these companies may have a greater ability to continue exploration activities during periods of low oil and natural gas market prices. Our larger competitors may be able to absorb the burden of present and future federal, state, local and other laws and regulations more easily than we can, which would adversely affect our competitive position. Our ability to acquire additional properties and to discover reserves in the future will be dependent upon our ability to evaluate and select suitable properties and to consummate transactions in a highly competitive environment. In addition, because we have fewer financial and human resources than many companies in our industry, we may be at a disadvantage in bidding for exploratory prospects and producing oil and natural gas properties.

***Our credit agreement has restrictions and financial covenants that may restrict our business and financing activities and our ability to pay distributions to our unitholders.***

The operating and financial restrictions and covenants in our credit agreement and any future financing agreements may restrict our ability to finance future operations or capital needs or to engage, expand or pursue our business activities or to pay distributions to our unitholders. See "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations." Our future ability to comply with these restrictions and covenants is uncertain and will be affected by the levels of cash flow from our operations and other events or circumstances beyond our control. If market or other economic conditions

deteriorate, our ability to comply with these covenants may be impaired. If we violate any provisions of our credit agreement that are not cured or waived within the appropriate time periods provided in our credit agreement, a significant portion of our indebtedness may become immediately due and payable, our ability to make distributions to our unitholders will be inhibited and our lenders' commitment to make further loans to us may terminate. We might not have, or be able to obtain, sufficient funds to make these accelerated payments. In addition, our obligations under our credit agreement are secured by substantially all of our assets, and if we are unable to repay our indebtedness under our credit agreement, the lenders could seek to foreclose on our assets.

Our credit agreement allows us to borrow in an amount up to the borrowing base, which is based on our oil and natural gas reserves and other factors as determined semi-annually by our lenders in their sole discretion. As of December 31, 2017, the borrowing base was set at \$400.0 million, and we had \$93.5 million of outstanding borrowings and \$306.5 million available for future borrowings under our revolving credit facility. A decline in commodity prices could result in a redetermination that lowers our borrowing base at that time and, in such case, we could be required to repay any indebtedness outstanding in excess of the borrowing base. If we are unable to repay any borrowings in excess of a decreased borrowing base, we would be in default and no longer able to make any distributions to our unitholders.

***Loss of our information and computer systems could adversely affect our business.***

We are dependent on our information systems and computer based programs. If any of such programs or systems were to fail or create erroneous information in our hardware or software network infrastructure, possible consequences include our loss of communication links and inability to automatically process commercial transactions or engage in similar automated or computerized business activities. Any such consequence could have a material adverse effect on our business.

**Risks Related to Operators and Other Working Interest Owners**

*The following describes risks that may directly affect our business and operations to the extent we elect in the future to engage in the exploration, development and production of oil and natural gas properties. In addition, any operators of our properties, including our current operators, are subject to the risks and uncertainties described below, and, as the owner of mineral interests, we are indirectly exposed to the same risks and uncertainties. For purposes of this section, where applicable, references to "we," "us" and "our" refer to Viper Energy Partners LP to the extent the partnership were to acquire working interests in the future, as well as to any operators of our properties, including the current operators.*

***If a significant portion of any future net leasehold acreage is undeveloped, and that acreage is not ultimately developed or does not become commercially productive, we could lose rights under these leases, and any such events could have a material adverse effect on our oil and natural gas reserves and future production and, therefore, our financial condition, results of operations and cash available for distribution.***

To the extent we acquire working interests in the future, or acreage on which wells have not been drilled or completed to a point that would permit the production of commercial quantities of oil and natural gas, regardless of whether such acreage contains proved reserves, we could lose our rights under those leases if we do not timely develop such acreage. In addition, if we are required under any such oil and natural gas leases to drill wells that are commercially productive and we are unsuccessful in drilling such wells, we could lose our rights under such leases. Our future oil and natural gas reserves and production and, therefore, our financial condition, results of operations and cash available for distribution may be highly dependent on successfully developing our undeveloped leasehold acreage.

***Development and exploration operations require substantial capital and we may be unable to obtain needed capital or financing on satisfactory terms or at all, which could lead to a loss of properties and a decline in our oil and natural gas reserves.***

The oil and natural gas industry is capital intensive. To the extent we acquire working interests in the future, we will not be able to assure our unitholders that our operations and other capital resources will provide cash in sufficient amounts to maintain planned or future levels of capital expenditures. Further, our actual capital expenditures could exceed our capital expenditure budget. In the event our capital expenditure requirements at any time are greater than the amount of capital we have available, we could be required to seek additional sources of capital, which may include traditional reserve base borrowings, debt financing, joint venture partnerships, production payment financings, sales of assets, offerings of debt or equity securities or other means. We cannot assure our unitholders that we will be able to obtain debt or equity financing on terms favorable to us, or at all.

If we acquire working interests in the future and we are unable to fund our capital requirements, we may be required to curtail operations relating to the exploration and development of our prospects, which in turn could lead to a possible loss of properties and a decline in our oil and natural gas reserves, or we may be otherwise unable to implement our development plan,

complete acquisitions or take advantage of business opportunities or respond to competitive pressures, any of which could have a material adverse effect on our production, results of operations and cash available for distribution. In addition, a delay in or the failure to complete proposed or future infrastructure projects could delay or eliminate potential efficiencies and related cost savings.

***We may incur losses as a result of title defects in the properties in which we invest.***

If we acquire working interests in the future, when acquiring oil and natural gas leases, we may not elect to incur the expense of retaining lawyers to examine the title to the mineral interest. Rather, we may rely upon the judgment of oil and gas lease brokers or landmen who perform the fieldwork in examining records in the appropriate governmental office before attempting to acquire a lease in a specific mineral interest. The existence of a material title deficiency can render a lease worthless and can adversely affect our results of operations, financial condition and cash available for distribution.

Prior to the drilling of an oil or natural gas well, however, it is the normal practice in our industry for the person or company acting as the operator of the well to obtain a preliminary title review to ensure there are no obvious defects in title to the well. Frequently, as a result of such examinations, certain curative work must be done to correct defects in the marketability of the title, and such curative work entails expense. Our failure to cure any title defects may delay or prevent us from utilizing the associated mineral interest, which may adversely impact our ability in the future to increase production and reserves. Additionally, undeveloped acreage has greater risk of title defects than developed acreage. If there are any title defects or defects in the assignment of leasehold rights in properties in which we hold an interest, our business, results of operations and cash available for distribution may be adversely affected.

***Identified potential drilling locations are susceptible to uncertainties that could materially alter the occurrence or timing of their drilling.***

To the extent we acquire working interests in the future, our ability to drill and develop identified potential drilling locations will depend on a number of uncertainties, including the availability of capital, construction of infrastructure, regulatory changes and approvals, costs, drilling results, the availability of water and weather conditions. Further, identified potential drilling locations are typically in various stages of evaluation, ranging from locations that are ready to drill to locations that will require substantial additional interpretation. We will not be able to predict in advance of drilling and testing whether any particular drilling location will yield oil or natural gas in sufficient quantities to recover drilling or completion costs or to be economically viable or whether wells drilled on different spacing assumptions will produce at materially different rates. The use of technologies and the study of producing fields in the same area will not enable us to know conclusively prior to drilling whether oil or natural gas will be present or, if present, whether oil or natural gas will be present in sufficient quantities to be economically viable. Even if sufficient amounts of oil or natural gas exist, we may damage the potentially productive hydrocarbon bearing formation or experience mechanical difficulties while drilling or completing the well, possibly resulting in a reduction in production from the well or abandonment of the well. If we drill wells that we identify as dry holes in current and future drilling locations, our drilling success rate may decline and materially harm our business.

We will not be able to assure our unitholders that the analogies drawn from available data from wells drilled, more fully explored locations or producing fields will be applicable to our drilling locations. Further, initial production rates reported by us or other operators in the Permian Basin may not be indicative of future or long-term production rates. Because of these uncertainties, we do not know if the potential drilling locations we identify will ever be drilled or if we will be able to produce oil or natural gas from these or any other potential drilling locations. As such, our actual drilling activities may materially differ from those identified, which could adversely affect our business.

For information on Diamondback's identified potential drilling locations, see "Items 1 and 2. Business and Properties."

***Acreage must be drilled before lease expiration, generally within three to five years, to hold the acreage by production. The failure to drill sufficient wells to hold acreage may result in a substantial lease renewal cost or, if renewal is not feasible, loss of our lease and prospective drilling opportunities.***

Leases on oil and natural gas properties typically have a term of three to five years, after which they expire unless, prior to expiration, production is established within the spacing units covering the undeveloped acres. To the extent we acquire working interests in the future, the cost to renew our leases may increase significantly, and we may not be able to renew such leases on commercially reasonable terms or at all. Any reduction in our drilling program, either through a reduction in capital expenditures or the unavailability of drilling rigs, could result in the loss of acreage through lease expirations. Any such losses of leases could materially and adversely affect the growth of our financial condition, results of operations and cash available for distribution.

***The inability of one or more of our customers to meet their obligations may adversely affect our financial condition, results of operations and cash available for distribution.***

To the extent we acquire working interests in the future, we may have exposure to credit risk through receivables from joint interest owners on properties we operate and receivables from purchasers of our oil and natural gas production.

Joint interest receivables will arise from billing entities that own partial interests in any wells we operate. These entities will typically participate in our wells primarily based on their ownership in leases on which we wish to drill. We will generally be unable to control which co-owners participate in our wells.

We also may be subject to credit risk due to the concentration of oil and natural gas receivables with several significant customers. This concentration of customers may impact our overall credit risk in that these entities may be similarly affected by changes in economic and other conditions. Current economic circumstances may further increase these risks. Generally, customers are not required to post collateral. The inability or failure of our significant customers or joint working interest owners to meet their obligations to us or their insolvency or liquidation may materially adversely affect our financial condition, results of operations and cash available for distribution.

***To the extent we depend upon certain significant purchasers for the sale of most of our oil and natural gas production, the loss of one or more of these purchasers could, among other factors, limit our access to suitable markets for the oil and natural gas we produce and adversely affect our results of operations and cash available for distribution.***

To the extent we acquire working interests in the future, the availability of a ready market for any oil and natural gas we produce will depend on numerous factors beyond the control of our management, including but not limited to the extent of domestic production and imports of oil, the proximity and capacity of natural gas pipelines, the availability of skilled labor, materials and equipment, the effect of state and federal regulation of oil and natural gas production and federal regulation of natural gas sold in interstate commerce. In addition, to the extent we depend upon certain significant purchasers for the sale of most of our oil and natural gas production, the loss of one or more of such purchasers, or their failure or inability to meet their obligations to us, could adversely affect our results of operations and cash available for distribution. We cannot assure our unitholders that we will have ready access to suitable markets for our oil and natural gas production if we acquire working interests in the future.

***The unavailability, high cost or shortages of rigs, equipment, raw materials, supplies, oilfield services or personnel may restrict our operations.***

The oil and natural gas industry is cyclical, which can result in shortages of drilling rigs, equipment, raw materials (particularly sand and other proppants), supplies and personnel. When shortages occur, the costs and delivery times of rigs, equipment and supplies increase and demand for, and wage rates of, qualified drilling rig crews also rise with increases in demand. We cannot predict whether these conditions will exist in the future and, if so, what their timing and duration will be. To the extent we acquire working interests in the future, in accordance with customary industry practice, we will rely on independent third party service providers to provide most of the services necessary to drill new wells. If we are unable to secure a sufficient number of drilling rigs at reasonable costs, our financial condition and results of operations could suffer, and we may not be able to drill all of our acreage before our leases expire. In addition, we may not have long-term contracts securing the use of our rigs, and the operator of those rigs may choose to cease providing services to us. Shortages of drilling rigs, equipment, raw materials (particularly sand and other proppants), supplies, personnel, trucking services, tubulars, fracking and completion services and production equipment could delay or restrict our exploration and development operations, which in turn could adversely affect our financial condition, results of operations and cash available for distribution.

***Restrictions on our ability to obtain water may have an adverse effect on our financial condition, results of operations and cash available for distribution.***

Water is an essential component of deep shale oil and natural gas production during both the drilling and hydraulic fracturing processes. Over the past several years, parts of Texas have experienced extreme drought conditions. As a result of this severe drought, some local water districts have begun restricting the use of water subject to their jurisdiction for hydraulic fracturing to protect local water supply. To the extent we acquire working interests in the future, if we are unable to obtain water to use in our operations from local sources, or we are unable to effectively utilize flowback water, we may be unable to economically drill for or produce oil and natural gas, which could have an adverse effect on our financial condition, results of operations and cash available for distribution.

***The results of our exploratory drilling in shale plays will be subject to risks associated with drilling and completion techniques and drilling results may not meet our expectations for reserves or production.***

To the extent we acquire working interests in the future, our operations will involve utilizing the latest drilling and completion techniques. Risks that we will face while drilling include, but are not limited to, landing our well bore in the desired drilling zone, staying in the desired drilling zone while drilling horizontally through the formation, running our casing the entire length of the well bore and being able to run tools and other equipment consistently through the horizontal well bore. Risks that we will face while completing wells include, but are not limited to, being able to fracture stimulate the planned number of stages, being able to run tools the entire length of the well bore during completion operations and successfully cleaning out the well bore after completion of the final fracture stimulation stage. In addition, to the extent we engage in horizontal drilling, those activities may adversely affect our ability to successfully drill in identified vertical drilling locations. Furthermore, certain of the new techniques we may adopt, such as infill drilling and multi-well pad drilling, may cause irregularities or interruptions in production due to, in the case of infill drilling, offset wells being shut in and, in the case of multi-well pad drilling, the time required to drill and complete multiple wells before any such wells begin producing. The results of drilling in new or emerging formations are more uncertain initially than drilling results in areas that are more developed and have a longer history of established production. Newer or emerging formations and areas often have limited or no production history and consequently we will be less able to predict future drilling results in these areas.

Ultimately, the success of these drilling and completion techniques can only be evaluated over time as more wells are drilled and production profiles are established over a sufficiently long time period. If our drilling results are less than anticipated or we are unable to execute our drilling program because of capital constraints, lease expirations, access to gathering systems, and/or declines in natural gas and oil prices, the return on our investment in these areas may not be as attractive as we anticipate. Further, as a result of any of these developments we could incur material write-downs of our oil and natural gas properties and the value of our undeveloped acreage could decline.

***The marketability of oil and natural gas production is dependent upon transportation and other facilities, certain of which we do not control. If these facilities are unavailable, our operations could be interrupted and our results of operations and cash available for distribution could be adversely affected.***

To the extent we acquire working interests in the future, the marketability of our oil and natural gas production will depend in part upon the availability, proximity and capacity of transportation facilities, including gathering systems, trucks and pipelines, owned by third parties. We may not control these third party transportation facilities and our access to them may be limited or denied. Insufficient production from our wells to support the construction of pipeline facilities by our purchasers or a significant disruption in the availability of our or third party transportation facilities or other production facilities could adversely impact our ability to deliver to market or produce our oil and natural gas and thereby cause a significant interruption in our operations. For example, on certain occasions, our operators have experienced high line pressure at their tank batteries with occasional flaring due to the inability of the gas gathering systems to support the increased production of natural gas in the Permian Basin. If we are unable, for any sustained period, to implement acceptable delivery or transportation arrangements or encounter production related difficulties, we may be required to shut in or curtail production. In addition, the amount of oil and natural gas that can be produced and sold may be subject to curtailment in certain other circumstances outside of our control, such as pipeline interruptions due to maintenance, excessive pressure, ability of downstream processing facilities to accept unprocessed gas, physical damage to the gathering or transportation system or lack of contracted capacity on such systems. The curtailments arising from these and similar circumstances may last from a few days to several months, and in many cases, we are provided with limited, if any, notice as to when these circumstances will arise and their duration. Any such shut in or curtailment, or an inability to obtain favorable terms for delivery of the oil and natural gas produced from our fields, could adversely affect our financial condition, results of operations and cash available for distribution.

***Our operations will be subject to various governmental laws and regulations which require compliance that can be burdensome and expensive and could expose us to significant liabilities, which could adversely affect our cash available for distribution.***

To the extent we acquire working interests in the future, our oil and natural gas operations will be subject to various federal, state and local governmental regulations that may be changed from time to time in response to economic and political conditions. Matters subject to regulation include discharge permits for drilling operations, drilling bonds, reports concerning operations, the spacing of wells, unitization and pooling of properties and taxation. From time to time, regulatory agencies have imposed price controls and limitations on production by restricting the rate of flow of oil and natural gas wells below actual production capacity to conserve supplies of oil and gas. In addition, the production, handling, storage, transportation, remediation, emission and disposal of oil and natural gas, by-products thereof and other substances and materials produced or used in connection with oil and natural gas operations are subject to regulation under federal, state and local laws and regulations primarily relating to protection of human health and the environment. Failure to comply with these laws and regulations may result in the assessment of sanctions, including administrative, civil or criminal penalties, permit revocations, requirements for additional pollution controls

and injunctions limiting or prohibiting some or all of our operations. Moreover, these laws and regulations impose strict requirements for water and air pollution control and solid waste management.

Laws and regulations governing exploration and production may also affect production levels. To the extent we acquire working interests in the future, we will be required to comply with federal and state laws and regulations governing conservation matters, including: provisions related to the unitization or pooling of the oil and natural gas properties; the establishment of maximum rates of production from wells; the spacing of wells; the plugging and abandonment of wells; and the removal of related production equipment. Additionally, state and federal regulatory authorities may expand or alter applicable pipeline safety laws and regulations, compliance with which may require increase capital costs on the part of operators and third party downstream natural gas transporters.

If we acquire working interests in the future, we will also be required to comply with laws and regulations prohibiting fraud and market manipulations in energy markets. To the extent the operators of our properties are shippers on interstate pipelines, they must comply with the tariffs of such pipelines and with federal policies related to the use of interstate capacity.

Significant expenditures may be required to comply with the governmental laws and regulations described above. Even if federal regulatory burdens temporarily ease, the historic trend of more expansive and stricter environmental legislation and regulations may continue in the long-term, and at the state and local levels. See “Items 1 and 2. Business and Properties—Regulation” for a description of the laws and regulations that affect our operators and that, to the extent we acquire working interests in the future, will affect us. These and other potential regulations could increase our operating costs, reduce our liquidity, delay our operations or otherwise alter the way we conduct our business, any of which could have a material adverse effect on the amount of cash available for distribution to our unitholders.

***Federal and state legislative and regulatory initiatives relating to hydraulic fracturing could result in increased costs and additional operating restrictions or delays.***

Hydraulic fracturing is an important common practice that is used to stimulate production of hydrocarbons, particularly natural gas, from tight formations, including shales. The process, which involves the injection of water, sand and chemicals under pressure into formations to fracture the surrounding rock and stimulate production, is typically regulated by state oil and natural gas commissions. However, legislation has been proposed in recent sessions of Congress to amend the Safe Drinking Water Act to repeal the exemption for hydraulic fracturing from the definition of “underground injection,” to require federal permitting and regulatory control of hydraulic fracturing, and to require disclosure of the chemical constituents of the fluids used in the fracturing process. Furthermore, several federal agencies have asserted regulatory authority over certain aspects of the process. For example, the EPA has taken the position that hydraulic fracturing with fluids containing diesel fuel is subject to regulation under the Underground Injection Control program, specifically as “Class II” Underground Injection Control wells under the Safe Drinking Water Act.

In addition, the EPA previously announced its plans to develop a Notice of Proposed Rulemaking by June 2018, which would describe a proposed mechanism - regulatory, voluntary, or a combination of both - to collect data on hydraulic fracturing chemical substances and mixtures. Also, on June 28, 2016, the EPA published a final rule prohibiting the discharge of wastewater from onshore unconventional oil and natural gas extraction facilities to publicly owned wastewater treatment plants. The EPA is also conducting a study of private wastewater treatment facilities (also known as centralized waste treatment, or CWT, facilities) accepting oil and natural gas extraction wastewater. The EPA is collecting data and information related to the extent to which CWT facilities accept such wastewater, available treatment technologies (and their associated costs), discharge characteristics, financial characteristics of CWT facilities, and the environmental impacts of discharges from CWT facilities.

On August 16, 2012, the EPA published final regulations under the federal Clean Air Act that establish new air emission controls for oil and natural gas production and natural gas processing operations. Specifically, the EPA’s rule package includes New Source Performance standards to address emissions of sulfur dioxide and volatile organic compounds and a separate set of emission standards to address hazardous air pollutants frequently associated with oil and natural gas production and processing activities. The final rules seek to achieve a 95% reduction in volatile organic compounds emitted by requiring the use of reduced emission completions or “green completions” on all hydraulically-fractured wells constructed or refractured after January 1, 2015. The EPA received numerous requests for reconsideration of these rules from both industry and the environmental community, and court challenges to the rules were also filed. In response, the EPA has issued, and will likely continue to issue, revised rules responsive to some of the requests for reconsideration.

Furthermore, there are certain governmental reviews either underway or being proposed that focus on environmental aspects of hydraulic fracturing practices. On December 13, 2016, the EPA released a study examining the potential for hydraulic fracturing activities to impact drinking water resources, finding that, under some circumstances, the use of water in hydraulic

fracturing activities can impact drinking water resources. Also, on February 6, 2015, the EPA released a report with findings and recommendations related to public concern about induced seismic activity from disposal wells. The report recommends strategies for managing and minimizing the potential for significant injection-induced seismic events. Other governmental agencies, including the U.S. Department of Energy, the U.S. Geological Survey, and the U.S. Government Accountability Office, have evaluated or are evaluating various other aspects of hydraulic fracturing. These ongoing or proposed studies could spur initiatives to further regulate hydraulic fracturing, and could ultimately make it more difficult or costly for us to perform fracturing and increase our costs of compliance and doing business.

Several states, including Texas, have adopted, or are considering adopting, regulations that could restrict or prohibit hydraulic fracturing in certain circumstances, impose more stringent operating standards and/or require the disclosure of the composition of hydraulic fracturing fluids. For a more detailed discussion of state and local laws and initiatives concerning hydraulic fracturing, see “Items 1 and 2. Business and Properties–Regulation–Regulation of Hydraulic Fracturing.”

There has been increasing public controversy regarding hydraulic fracturing with regard to the use of fracturing fluids, induced seismic activity, impacts on drinking water supplies, use of water and the potential for impacts to surface water, groundwater and the environment generally. A number of lawsuits and enforcement actions have been initiated across the country implicating hydraulic fracturing practices. If new laws or regulations that significantly restrict hydraulic fracturing are adopted, such laws could make it more difficult or costly for us to perform fracturing to stimulate production from tight formations as well as make it easier for third parties opposing the hydraulic fracturing process to initiate legal proceedings based on allegations that specific chemicals used in the fracturing process could adversely affect groundwater. In addition, if hydraulic fracturing is further regulated at the federal or state level, our fracturing activities could become subject to additional permitting and financial assurance requirements, more stringent construction specifications, increased monitoring, reporting and recordkeeping obligations, plugging and abandonment requirements and also to attendant permitting delays and potential increases in costs. Such changes could cause us to incur substantial compliance costs, and compliance or the consequences of any failure to comply by us could have a material adverse effect on our financial condition and results of operations. At this time, it is not possible to estimate the impact on our business of newly enacted or potential federal, state or local laws governing hydraulic fracturing.

***Our operations may be exposed to significant delays, costs and liabilities as a result of environmental, health and safety requirements applicable to our business activities.***

To the extent we acquire working interests in the future, we may incur significant delays, costs and liabilities as a result of federal, state and local environmental, health and safety requirements applicable to our exploration, development and production activities. These laws and regulations may, among other things: (i) require us to obtain a variety of permits or other authorizations governing our air emissions, water discharges, waste disposal or other environmental impacts associated with drilling, producing and other operations; (ii) regulate the sourcing and disposal of water used in the drilling, fracturing and completion processes; (iii) limit or prohibit drilling activities in certain areas and on certain lands lying within wilderness, wetlands, frontier and other protected areas; (iv) require remedial action to prevent or mitigate pollution from former operations such as plugging abandoned wells or closing earthen pits; and/or (v) impose substantial liabilities for spills, pollution or failure to comply with regulatory filings. In addition, these laws and regulations may restrict the rate of oil or natural gas production. These laws and regulations are complex, change frequently and have tended to become increasingly stringent over time. Failure to comply with these laws and regulations may result in the assessment of administrative, civil and criminal penalties, imposition of cleanup and site restoration costs and liens, the suspension or revocation of necessary permits, licenses and authorizations, the requirement that additional pollution controls be installed and, in some instances, issuance of orders or injunctions limiting or requiring discontinuation of certain operations. Under certain environmental laws that impose strict as well as joint and several liability, we may be required to remediate contaminated properties operated by us or facilities of third parties that received waste generated by our operations regardless of whether such contamination resulted from the conduct of others or from consequences of our own actions that were in compliance with all applicable laws at the time those actions were taken. In addition, claims for damages to persons or property, including natural resources, may result from the environmental, health and safety impacts of our operations. In addition, the risk of accidental and/or unpermitted spills or releases from our operations could expose us to significant liabilities, penalties and other sanctions under applicable laws. Moreover, public interest in the protection of the environment has tended to increase over time. The trend of more expansive and stringent environmental legislation and regulations applied to the crude oil and natural gas industry could continue, resulting in increased costs of doing business and consequently affecting profitability. To the extent laws are enacted or other governmental action is taken that restricts drilling or imposes more stringent and costly operating, waste handling, disposal and cleanup requirements, our business, financial condition, results of operations and cash available for distribution could be materially adversely affected.

***Restrictions on drilling activities intended to protect certain species of wildlife may adversely affect our ability to conduct drilling activities in some of the areas where we operate.***

To the extent we acquire working interests in the future, our operations may be adversely affected by seasonal or permanent restrictions on drilling activities designed to protect various wildlife. Seasonal restrictions may limit our ability to operate in protected areas and can intensify competition for drilling rigs, oilfield equipment, services, supplies and qualified personnel, which may lead to periodic shortages when drilling is allowed. These constraints and the resulting shortages or high costs could delay our operations and materially increase our operating and capital costs. Permanent restrictions imposed to protect endangered species could prohibit drilling in certain areas or require the implementation of expensive mitigation measures. The designation of previously unprotected species in areas where we operate as threatened or endangered could cause us to incur increased costs arising from species protection measures or could result in limitations on our exploration and production activities that could have an adverse impact on our ability to develop and produce our reserves.

***If we acquire working interests in the future, the regulation of greenhouse gas emissions could result in increased operating costs and reduced demand for the oil and natural gas we produce.***

In recent years, federal, state and local governments have taken steps to reduce emissions of greenhouse gases. The EPA has finalized a series of greenhouse gas monitoring, reporting and emissions control rules for the oil and natural gas industry, and the U.S. Congress has, from time to time, considered adopting legislation to reduce emissions. Almost one-half of the states have already taken measures to reduce emissions of greenhouse gases primarily through the development of greenhouse gas emission inventories and/or regional greenhouse gas cap-and-trade programs. While we are subject to certain federal greenhouse gas monitoring and reporting requirements, our operations currently are not adversely impacted by existing federal, state and local climate change initiatives. For a description of existing and proposed greenhouse gas rules and regulations, see “Items 1 and 2. Business and Properties–Regulation–Environmental Regulation–Climate Change.”

At the international level, in December 2015, the United States participated in the 21st Conference of the Parties of the United Nations Framework Convention on Climate Change in Paris, France. The resulting Paris Agreement calls for the parties to undertake “ambitious efforts” to limit the average global temperature, and to conserve and enhance sinks and reservoirs of greenhouse gases. The Agreement went into effect on November 4, 2016. The Agreement establishes a framework for the parties to cooperate and report actions to reduce greenhouse gas emissions. However, on June 1, 2017, President Trump announced that the United States would withdraw from the Paris Agreement, and begin negotiations to either re-enter or negotiate an entirely new agreement with more favorable terms for the United States. The Paris Agreement sets forth a specific exit process, whereby a party may not provide notice of its withdrawal until three years from the effective date, with such withdrawal taking effect one year from such notice. It is not clear what steps the Trump Administration plans to take to withdraw from the Paris Agreement, whether a new agreement can be negotiated, or what terms would be included in such an agreement. Furthermore, in response to the announcement, many state and local leaders have stated their intent to intensify efforts to uphold the commitments set forth in the international accord.

Restrictions on emissions of methane or carbon dioxide that may be imposed could adversely impact the demand for, price of, and value of our products and reserves. As our operations also emit greenhouse gases directly, current and future laws or regulations limiting such emissions could increase our own costs. At this time, it is not possible to accurately estimate how potential future laws or regulations addressing greenhouse gas emissions would impact our business.

In addition, there have also been efforts in recent years to influence the investment community, including investment advisors and certain sovereign wealth, pension and endowment funds promoting divestment of fossil fuel equities and pressuring lenders to limit funding to companies engaged in the extraction of fossil fuel reserves. Such environmental activism and initiatives aimed at limiting climate change and reducing air pollution could interfere with our business activities, operations and ability to access capital. Furthermore, claims have been made against certain energy companies alleging that greenhouse gas emissions from oil and natural gas operations constitute a public nuisance under federal and/or state common law. As a result, private individuals or public entities may seek to enforce environmental laws and regulations against us and could allege personal injury, property damages or other liabilities. While our business is not a party to any such litigation, we could be named in actions making similar allegations. An unfavorable ruling in any such case could significantly impact our operations and could have an adverse impact on our financial condition.

Moreover, there has been public discussion that climate change may be associated with extreme weather conditions such as more intense hurricanes, thunderstorms, tornadoes and snow or ice storms, as well as rising sea levels. Another possible consequence of climate change is increased volatility in seasonal temperatures. Some studies indicate that climate change could cause some areas to experience temperatures substantially hotter or colder than their historical averages. Extreme weather conditions can interfere with our production and increase our costs and damage resulting from extreme weather may not be fully insured. However, at this time, we are unable to determine the extent to which climate change may lead to increased storm or weather hazards affecting our operations.

***Drilling for and producing oil and natural gas are high-risk activities with many uncertainties that may adversely affect our business, financial condition, results of operations and cash available for distribution.***

If we acquire working interests in the future, our drilling activities will be subject to many risks. For example, we will not be able to assure our unitholders that wells drilled by us will be productive or that we will recover all or any portion of our investment in such wells. Drilling for oil and natural gas often involves unprofitable efforts, not only from dry wells but also from wells that are productive but do not produce sufficient oil or natural gas to return a profit at then realized prices after deducting drilling, operating and other costs. The seismic data and other technologies used do not provide conclusive knowledge prior to drilling a well that oil or natural gas is present or that it can be produced economically. The costs of exploration, exploitation and development activities are subject to numerous uncertainties beyond our control, and increases in those costs can adversely affect the economics of a project. Further, our drilling and producing operations may be curtailed, delayed, canceled or otherwise negatively impacted as a result of other factors, including:

- unusual or unexpected geological formations;
- loss of drilling fluid circulation;
- title problems;
- facility or equipment malfunctions;
- unexpected operational events;
- shortages or delivery delays of equipment and services;
- compliance with environmental and other governmental requirements; and
- adverse weather conditions.

Any of these risks can cause substantial losses, including personal injury or loss of life, damage to or destruction of property, natural resources and equipment, pollution, environmental contamination or loss of wells and other regulatory penalties. In the event that planned operations, including the drilling of development wells, are delayed or cancelled, or existing wells or development wells have lower than anticipated production due to one or more of the factors above or for any other reason, our financial condition, results of operations and cash available for distribution to our unitholders may be adversely affected.

***Operating hazards and uninsured risks may result in substantial losses and could adversely affect our results of operations and cash available for distribution.***

To the extent we acquire working interests in the future, our operations will be subject to all of the hazards and operating risks associated with drilling for and production of oil and natural gas, including the risk of fire, explosions, blowouts, surface cratering, uncontrollable flows of natural gas, oil and formation water, pipe or pipeline failures, abnormally pressured formations, casing collapses and environmental hazards such as oil spills, gas leaks and ruptures or discharges of toxic gases. In addition, our operations will be subject to risks associated with hydraulic fracturing, including any mishandling, surface spillage or potential underground migration of fracturing fluids, including chemical additives. The occurrence of any of these events could result in substantial losses to us due to injury or loss of life, severe damage to or destruction of property, natural resources and equipment, pollution or other environmental damage, clean-up responsibilities, regulatory investigations and penalties, suspension of operations and repairs required to resume operations.

We would endeavor to contractually allocate potential liabilities and risks between us and the parties that provide us with services and goods, which include pressure pumping and hydraulic fracturing, drilling and cementing services and tubular goods for surface, intermediate and production casing. Under agreements with our vendors, to the extent responsibility for environmental liability is allocated between the parties, (i) our vendors would generally assume all responsibility for control and removal of pollution or contamination which originates above the surface of the land and is directly associated with such vendors' equipment while in their control and (ii) we would generally assume the responsibility for control and removal of all other pollution or contamination which may occur during our operations, including pre-existing pollution and pollution which may result from fire, blowout, cratering, seepage or any other uncontrolled flow of oil, gas or other substances, as well as the use or disposition of all drilling fluids. In addition, we may agree to indemnify our vendors for loss or destruction of vendor-owned property that occurs in the well hole (except for damage that occurs when a vendor is performing work on a footage, rather than day work, basis) or as a result of the use of equipment, certain corrosive fluids, additives, chemicals or proppants. However, despite this general

allocation of risk, we might not succeed in enforcing such contractual allocation, might incur an unforeseen liability falling outside the scope of such allocation or may be required to enter into contractual arrangements with terms that vary from the above allocations of risk. As a result, we may incur substantial losses which could materially and adversely affect our financial condition, results of operation and cash available for distribution.

In accordance with what we believe to be customary industry practice, we would expect to maintain insurance against some, but not all, of our business risks. Our insurance may not be adequate to cover any losses or liabilities we may suffer. Also, insurance may no longer be available to us or, if it is, its availability may be at premium levels that do not justify its purchase. The occurrence of a significant uninsured claim, a claim in excess of the insurance coverage limits maintained by us or a claim at a time when we are not able to obtain liability insurance could have a material adverse effect on our ability to conduct normal business operations and on our financial condition, results of operations or cash available for distribution. In addition, we may not be able to secure additional insurance or bonding that might be required by new governmental regulations. This may cause us to restrict our operations, which might severely impact our financial position. We may also be liable for environmental damage caused by previous owners of properties purchased by us, which liabilities may not be covered by insurance.

We may not have coverage if we are unaware of a sudden and accidental pollution event and unable to report the “occurrence” to our insurance company within the time frame required under our insurance policy. We do not have, and do not intend to have, coverage for gradual, long-term pollution events. In addition, these policies do not provide coverage for all liabilities, and we cannot assure our unitholders that the insurance coverage will be adequate to cover claims that may arise, or that we will be able to maintain adequate insurance at rates we consider reasonable. A loss not fully covered by insurance could have a material adverse effect on our financial position, results of operations and cash available for distribution.

***If we acquire working interests in the future, we may operate in areas of high industry activity, which may make it difficult to hire, train or retain qualified personnel needed to manage and operate our assets.***

If we acquire working interests in the future, our operations and drilling activity will likely be concentrated in the Permian Basin, an area in which industry activity has increased rapidly. As a result, demand for qualified personnel in this area, and the cost to attract and retain such personnel, has increased over the past few years due to competition and may increase substantially in the future. Moreover, our competitors may be able to offer better compensation packages to attract and retain qualified personnel than we are able to offer.

Any delay or inability to secure the personnel necessary to continue or complete development activities could lead to a reduction in production volumes. Any such negative effect on production volumes, or significant increases in costs, could have a material adverse effect on our business, financial condition, results of operations and cash available for distribution.

***Our use of 2-D and 3-D seismic data is subject to interpretation and may not accurately identify the presence of oil and natural gas, which could adversely affect the results of our drilling operations.***

To the extent we acquire working interests in the future, we will rely on 2-D and 3-D seismic data. Even when properly used and interpreted, 2-D and 3-D seismic data and visualization techniques are only tools used to assist geoscientists in identifying subsurface structures and hydrocarbon indicators and do not enable the interpreter to know whether hydrocarbons are, in fact, present in those structures. In addition, the use of 3-D seismic and other advanced technologies requires greater predrilling expenditures than traditional drilling strategies, and we could incur losses as a result of such expenditures. As a result, our drilling activities may not be successful or economical.

***We may not be able to keep pace with technological developments in our industry.***

The oil and natural gas industry is characterized by rapid and significant technological advancements and introductions of new products and services using new technologies. To the extent we acquire working interests in the future, as others use or develop new technologies, we may be placed at a competitive disadvantage or may be forced by competitive pressures to implement those new technologies at substantial costs. In addition, other oil and natural gas companies may have greater financial, technical and personnel resources that allow them to enjoy technological advantages and that may in the future allow them to implement new technologies before we can. We may not be able to respond to these competitive pressures or implement new technologies on a timely basis or at an acceptable cost. If one or more of the technologies we use now or in the future were to become obsolete, our business, financial condition or results of operations and cash available for distribution could be materially and adversely affected.

***Increased costs of capital could adversely affect our business.***

Our business and operating results could be harmed by factors such as the availability, terms and cost of capital, increases in interest rates or a reduction in our credit rating. Changes in any one or more of these factors could cause our cost of doing business to increase, limit our access to capital, limit our ability to pursue acquisition opportunities, reduce our cash flows available for drilling and place us at a competitive disadvantage. Continuing disruptions and volatility in the global financial markets may lead to an increase in interest rates or a contraction in credit availability impacting our ability to finance our operations. A significant reduction in the availability of credit could materially and adversely affect our ability to achieve our planned growth and operating results.

***A terrorist attack or armed conflict could harm our business.***

Terrorist activities, anti-terrorist efforts and other armed conflicts involving the United States or other countries may adversely affect the United States and global economies and could prevent us from meeting our financial and other obligations. If any of these events occur, the resulting political instability and societal disruption could reduce overall demand for oil and natural gas, potentially putting downward pressure on demand for our services and causing a reduction in our revenues. Oil and natural gas related facilities could be direct targets of terrorist attacks, and, to the extent we acquire working interests in the future, our operations could be adversely impacted if infrastructure integral to our customers' operations is destroyed or damaged. Costs for insurance and other security may increase as a result of these threats, and some insurance coverage may become more difficult to obtain, if available at all.

***We are subject to cyber security risks. A cyber incident could occur and result in information theft, data corruption, operational disruption and/or financial loss.***

The oil and natural gas industry has become increasingly dependent on digital technologies to conduct certain exploration, development, production, and processing activities. For example, the oil and natural gas industry depends on digital technologies to interpret seismic data, manage drilling rigs, production equipment and gathering systems, conduct reservoir modeling and reserves estimation, and process and record financial and operating data. At the same time, cyber incidents, including deliberate attacks or unintentional events, have increased. The U.S. government has issued public warnings that indicate that energy assets might be specific targets of cyber security threats. Our technologies, systems, networks, and those of its vendors, suppliers and other business partners, may become the target of cyberattacks or information security breaches that could result in the unauthorized release, gathering, monitoring, misuse, loss or destruction of proprietary and other information, or other disruption of its business operations. In addition, certain cyber incidents, such as surveillance, may remain undetected for an extended period. Our systems and insurance coverage for protecting against cyber security risks may not be sufficient. As cyber incidents continue to evolve, we may be required to expend additional resources to continue to modify or enhance our protective measures or to investigate and remediate any vulnerability to cyber incidents. We do not maintain specialized insurance for possible liability resulting from a cyberattack on our assets that may shut down all or part of our business.

**Risks Inherent in an Investment in Us**

***Diamondback owns and controls our general partner, which has sole responsibility for conducting our business and managing our operations. Our general partner and its affiliates, including Diamondback, have conflicts of interest with us and limited duties, and they may favor their own interests to the detriment of us and our unitholders.***

Diamondback owns and controls our general partner and appoints all of the directors of our general partner. All of the executive officers and certain of the directors of our general partner are also officers and/or directors of Diamondback. Although our general partner has a duty to manage us in a manner that it believes is not adverse to our interest, the executive officers and directors of our general partner have a fiduciary duty to manage our general partner in a manner beneficial to Diamondback. Therefore, conflicts of interest may arise between Diamondback or any of its affiliates, including our general partner, on the one hand, and us or any of our unitholders, on the other hand. In resolving these conflicts of interest, our general partner may favor its own interests and the interests of its affiliates over the interests of our common unitholders. These conflicts include the following situations, among others:

- Our general partner is allowed to take into account the interests of parties other than us, such as Diamondback, in exercising certain rights under our partnership agreement.
- Neither our partnership agreement nor any other agreement requires Diamondback to pursue a business strategy that favors us.

- Our partnership agreement replaces the fiduciary duties that would otherwise be owed by our general partner with contractual standards governing its duties, limits our general partner's liabilities and restricts the remedies available to our unitholders for actions that, without such limitations, might constitute breaches of fiduciary duty.
- Except in limited circumstances, our general partner has the power and authority to conduct our business without unitholder approval.
- Our general partner determines the amount and timing of asset purchases and sales, borrowings, issuances of additional partnership securities and the level of cash reserves, each of which can affect the amount of cash that is distributed to our unitholders.
- Our general partner determines which costs incurred by it and its affiliates are reimbursable by us.
- Our partnership agreement does not restrict our general partner from causing us to pay it or its affiliates for any services rendered to us or entering into additional contractual arrangements with its affiliates on our behalf.
- Our general partner intends to limit its liability regarding our contractual and other obligations.
- Our general partner may exercise its right to call and purchase common units if it and its affiliates own more than 80% of the common units.
- Our general partner controls the enforcement of obligations that it and its affiliates owe to us.
- Our general partner decides whether to retain separate counsel, accountants or others to perform services for us.

In addition, Diamondback or its affiliates, may compete with us.

***The board of directors of our general partner has adopted a policy to distribute an amount equal to the available cash we generate each quarter, which could limit our ability to grow and make acquisitions.***

As a result of our cash distribution policy, we have limited cash available to reinvest in our business or to fund acquisitions, and we will rely primarily upon external financing sources, including commercial bank borrowings and the issuance of debt and equity securities, to fund our acquisitions and growth capital expenditures. As such, to the extent we are unable to finance growth externally, our distribution policy will significantly impair our ability to grow.

To the extent we issue additional units in connection with any acquisitions or growth capital expenditures or as in-kind distributions, the payment of distributions on those additional units may increase the risk that we will be unable to maintain or increase our per unit distribution level. There are no limitations in our partnership agreement on our ability to issue additional units, including units ranking senior to the common units. The incurrence of commercial borrowings or other debt to finance our growth strategy would result in increased interest expense, which, in turn, would reduce the available cash that we have to distribute to our unitholders.

***Neither we nor our general partner have any employees, and we rely solely on the employees of Diamondback to manage our business. The management team of Diamondback, which includes the individuals who manage us, also perform similar services for Diamondback and own and operate Diamondback's assets, and thus are not solely focused on our business.***

Neither we nor our general partner have any employees and we rely solely on Diamondback to operate our assets and perform other management, administrative and operating services for us and our general partner. Diamondback provides similar activities with respect to its own assets and operations. Because Diamondback provides services to us that are similar to those performed for itself, Diamondback may not have sufficient human, technical and other resources to provide those services at a level that Diamondback would be able to provide to us if it were solely focused on our business and operations. Diamondback may make internal decisions on how to allocate its available resources and expertise that may not always be in our best interest compared to Diamondback's interests. There is no requirement that Diamondback favor us over itself in providing its services. If the employees of Diamondback and their affiliates do not devote sufficient attention to the management and operation of our business, our financial results may suffer and our ability to make distributions to our unitholders may be reduced.

***Our partnership agreement replaces our general partner's fiduciary duties to our unitholders.***

Our partnership agreement contains provisions that eliminate and replace the fiduciary standards to which our general partner would otherwise be held by state fiduciary duty law. For example, our partnership agreement permits our general partner to make a number of decisions in its individual capacity, as opposed to in its capacity as our general partner, or otherwise free of fiduciary duties to us and our unitholders. This entitles our general partner to consider only the interests and factors that it desires and relieves it of any duty or obligation to give any consideration to any interest of, or factors affecting, us, our affiliates or our limited partners. Examples of decisions that our general partner may make in its individual capacity include:

- how to allocate business opportunities among us and its affiliates;
- whether to exercise its call right;
- how to exercise its voting rights with respect to the units it owns;
- whether to exercise its registration rights; and
- whether or not to consent to any merger or consolidation of the partnership or any amendment to the partnership agreement.

By purchasing a common unit, a unitholder is treated as having consented to the provisions in the partnership agreement, including the provisions discussed above.

***Our partnership agreement restricts the remedies available to holders of our units for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty.***

Our partnership agreement contains provisions that restrict the remedies available to unitholders for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty under state fiduciary duty law. For example, our partnership agreement provides that:

- whenever our general partner makes a determination or takes, or declines to take, any other action in its capacity as our general partner, our general partner is generally required to make such determination, or take or decline to take such other action, in good faith, and will not be subject to any higher standard imposed by our partnership agreement, Delaware law, or any other law, rule or regulation, or at equity;
- our general partner and its executive officers and directors will not be liable for monetary damages or otherwise to us or our limited partners resulting from any act or omission unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that such losses or liabilities were the result of conduct in which our general partner or its executive officers or directors engaged in bad faith, willful misconduct or fraud or, with respect to any criminal conduct, with knowledge that such conduct was unlawful; and
- our general partner will not be in breach of its obligations under the partnership agreement or its duties to us or our limited partners if a transaction, even a transaction with an affiliate or the resolution of a conflict of interest, is:
  - approved by the conflicts committee of the board of directors of our general partner, although our general partner is not obligated to seek such approval; or
  - approved by the vote of a majority of the outstanding common units, excluding any common units owned by our general partner and its affiliates.

In connection with a situation involving a transaction with an affiliate or a conflict of interest, other than one where our general partner is permitted to act in its sole discretion, any determination by our general partner must be made in good faith. If an affiliate transaction or the resolution of a conflict of interest is not approved by our common unitholders or the conflicts committee then it will be presumed that, in making its decision, taking any action or failing to act, the board of directors acted in good faith, and in any proceeding brought by or on behalf of any limited partner or the partnership, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption.

***Diamondback and other affiliates of our general partner may compete with us.***

Our partnership agreement provides that our general partner is restricted from engaging in any business activities other than acting as our general partner, engaging in activities incidental to its ownership interest in us and providing management, advisory and administrative services to its affiliates or to other persons. However, affiliates of our general partner, including Diamondback, are not prohibited from engaging in other businesses or activities, including those that might be in direct competition with us. In addition, Diamondback may compete with us for investment opportunities and may own an interest in entities that compete with us. Further, Diamondback and its affiliates, may acquire, develop or dispose of additional oil and natural gas properties or other assets in the future, without any obligation to offer us the opportunity to purchase or develop any of those assets.

Diamondback is an established participant in the oil and natural gas industry and has resources greater than ours, which factors may make it more difficult for us to compete with Diamondback with respect to commercial activities as well as for potential acquisitions. As a result, competition from Diamondback and its affiliates could adversely impact our results of operations and cash available for distribution to our unitholders.

Pursuant to the terms of our partnership agreement, the doctrine of corporate opportunity, or any analogous doctrine, does not apply to our general partner or any of its affiliates, including its executive officers and directors, and Diamondback. Any such person or entity that becomes aware of a potential transaction, agreement, arrangement or other matter that may be an opportunity for us will not have any duty to communicate or offer such opportunity to us. Any such person or entity will not be liable to us or to any limited partner for breach of any fiduciary duty or other duty by reason of the fact that such person or entity pursues or acquires such opportunity for itself, directs such opportunity to another person or entity or does not communicate such opportunity or information to us. This may create actual and potential conflicts of interest between us and affiliates of our general partner and result in less than favorable treatment of us and our unitholders.

***Holders of our common units have limited voting rights and are not entitled to elect our general partner or its directors, which could reduce the price at which our common units will trade.***

Unlike the holders of common stock in a corporation, unitholders have only limited voting rights on matters affecting our business and, therefore, limited ability to influence management's decisions regarding our business. Unitholders have no right on an annual or ongoing basis to elect our general partner or its board of directors. The board of directors of our general partner, including the independent directors, is chosen entirely by Diamondback, as a result of it owning our general partner, and not by our unitholders. Unlike publicly traded corporations, we do not conduct annual meetings of our unitholders to elect directors or conduct other matters routinely conducted at annual meetings of stockholders of corporations. As a result of these limitations, the price at which the common units will trade could be diminished because of the absence or reduction of a takeover premium in the trading price.

***Even if holders of our common units are dissatisfied, they cannot initially remove our general partner without its consent.***

If our unitholders are dissatisfied with the performance of our general partner, they have limited ability to remove our general partner. Unitholders will be unable to remove our general partner without its consent because affiliates of our general partner own sufficient units to be able to prevent its removal. The vote of the holders of at least 66 2/3% of all outstanding common units is required to remove our general partner. As of December 31, 2017, Diamondback owned 64% of our outstanding common units.

***Our partnership agreement restricts the voting rights of unitholders owning 20% or more of our common units (other than our general partner and its affiliates and permitted transferees).***

Our partnership agreement restricts unitholders' voting rights by providing that any units held by a person that owns 20% or more of any class of units then outstanding, other than our general partner, its affiliates, their transferees and persons who acquired such units with the prior approval of the board of directors of our general partner, may not vote on any matter. Our partnership agreement also contains provisions limiting the ability of common unitholders to call meetings or to acquire information about our operations, as well as other provisions limiting the ability of our common unitholders to influence the manner or direction of management.

***Cost reimbursements due to our general partner and its affiliates for services provided to us or on our behalf will reduce cash available for distribution to our unitholders. Our partnership agreement does not set a limit on the amount of expenses for which our general partner and its affiliates may be reimbursed. The amount and timing of such reimbursements will be determined by our general partner.***

Prior to making any distribution on the common units, we will reimburse our general partner and its affiliates for all expenses they incur and payments they make on our behalf. Our partnership agreement does not set a limit on the amount of expenses for which our general partner and its affiliates may be reimbursed. These expenses include salary, bonus, incentive compensation and other amounts paid to persons who perform services for us or on our behalf and expenses allocated to our general partner by its affiliates. Our partnership agreement provides that our general partner will determine the expenses that are allocable to us. The reimbursement of expenses and payment of fees, if any, to our general partner and its affiliates will reduce the amount of cash available for distribution to our unitholders.

At the time of the IPO, we and our general partner entered into an advisory services agreement with Wexford Capital LP, or Wexford, pursuant to which Wexford agreed to provide general finance and advisory services. Any fee paid would reduce the amount of cash available for distribution to our unitholders. We paid no amounts to Wexford under the advisory services agreement during 2016 and 2017. In addition, we have entered into a tax sharing agreement with Diamondback pursuant to which we are required to reimburse Diamondback for our share of state and local income and other taxes borne by Diamondback as a result of our results being included in a combined or consolidated tax return filed by Diamondback with respect to taxable periods including or beginning on the closing date of the IPO. No amounts have been paid to Diamondback under the tax sharing agreement.

***Our general partner interest or the control of our general partner may be transferred to a third party without unitholder consent.***

Our general partner may transfer its general partner interest to a third party without the consent of our unitholders. Furthermore, our partnership agreement does not restrict the ability of the owner of our general partner to transfer its membership interests in our general partner to a third party. After any such transfer, the new member or members of our general partner would then be in a position to replace the board of directors and executive officers of our general partner with its own designees and thereby exert significant control over the decisions taken by the board of directors and executive officers of our general partner. This effectively permits a “change of control” without the vote or consent of the unitholders.

***Unitholders may have liability to repay distributions and in certain circumstances may be personally liable for the obligations of the partnership.***

Under certain circumstances, unitholders may have to repay amounts wrongfully returned or distributed to them. Under Section 17-607 of the Delaware Act, we may not make a distribution to our unitholders if the distribution would cause our liabilities to exceed the fair value of our assets. Delaware law provides that for a period of three years from the date of the impermissible distribution, limited partners who received the distribution and who knew at the time of the distribution that it violated Delaware law will be liable to the limited partnership for the distribution amount. Liabilities to partners on account of their partnership interests and liabilities that are non-recourse to the partnership are not counted for purposes of determining whether a distribution is permitted.

A limited partner that participates in the control of our business within the meaning of the Delaware Act may be held personally liable for our obligations under the laws of Delaware, to the same extent as our general partner. This liability would extend to persons who transact business with us under the reasonable belief that the limited partner is a general partner. Neither our partnership agreement nor the Delaware Act specifically provides for legal recourse against our general partner if a limited partner were to lose limited liability through any fault of our general partner.

***Our general partner has a call right that may require unitholders to sell their common units at an undesirable time or price.***

If at any time our general partner and its affiliates (including Diamondback) own more than 97% of the common units, our general partner will have the right, which it may assign to any of its affiliates or to us, but not the obligation, to acquire all, but not less than all, of the common units held by unaffiliated persons at a price equal to the greater of (1) the average of the daily closing price of the common units over the 20 trading days preceding the date three days before notice of exercise of the call right is first mailed and (2) the highest per-unit price paid by our general partner or any of its affiliates for common units during the 90-day period preceding the date such notice is first mailed. If our general partner and its affiliates (including Diamondback) reduce their ownership to below 75% of the outstanding common units, the ownership threshold to exercise the call right will be permanently reduced to 80%. As a result, unitholders may be required to sell their common units at an undesirable time or price and may not receive any return or a negative return on their investment. Unitholders may also incur a tax liability upon a sale of their units. Our general partner is not obligated to obtain a fairness opinion regarding the value of the common units to be repurchased by it upon exercise of the limited call right. There is no restriction in our partnership agreement that prevents our general partner from causing us to issue additional common units and then exercising its call right. If our general partner exercised its limited call right,

the effect would be to take us private and, if the units were subsequently deregistered, we would no longer be subject to the reporting requirements of the Exchange Act. As of December 31, 2017, Diamondback owned 64% of our common units.

***We may issue additional common units and other equity interests without unitholder approval, which would dilute existing unitholder ownership interests.***

Under our partnership agreement, we are authorized to issue an unlimited number of additional interests, including common units, without a vote of the unitholders. The issuance by us of additional common units or other equity interests of equal or senior rank will have the following effects:

- the proportionate ownership interest of unitholders in us immediately prior to the issuance will decrease;
- the amount of cash distributions on each common unit may decrease;
- the ratio of our taxable income to distributions may increase;
- the relative voting strength of each previously outstanding common unit may be diminished; and
- the market price of the common units may decline.

***There are no limitations in our partnership agreement on our ability to issue units ranking senior to the common units.***

In accordance with Delaware law and the provisions of our partnership agreement, we may issue additional partnership interests that are senior to the common units in right of distribution, liquidation and voting. The issuance by us of units of senior rank may (i) reduce or eliminate the amount of cash available for distribution to our common unitholders; (ii) diminish the relative voting strength of the total common units outstanding as a class; or (iii) subordinate the claims of the common unitholders to our assets in the event of our liquidation.

***The market price of our common units could be adversely affected by sales of substantial amounts of our common units in the public or private markets.***

As of December 31, 2017, we had 113,882,045 common units outstanding. Sales by holders of a substantial number of our common units in the public markets, or the perception that such sales might occur, could have a material adverse effect on the price of our common units or could impair our ability to obtain capital through an offering of equity securities. In addition, we have provided registration rights to Diamondback. Pursuant to these registration rights, we have registered, under the Securities Act, all of the common units owned by Diamondback for resale. Under our partnership agreement, our general partner and its affiliates have registration rights relating to the offer and sale of any units that they hold.

***For as long as we are an emerging growth company, we will not be required to comply with certain disclosure requirements, including those relating to accounting standards and disclosure about our executive compensation and internal control auditing requirements that apply to other public companies.***

We are classified as an “emerging growth company” under Section 2(a)(19) of the Securities Act. For as long as we are an emerging growth company, which may be up to five full fiscal years, unlike other public companies, we will not be required to, among other things, (1) provide an auditor’s attestation report on management’s assessment of the effectiveness of our system of internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002, (2) comply with any new requirements adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotation or a supplement to the auditor’s report in which the auditor would be required to provide additional information about the audit and the financial statements of the issuer, (3) comply with any new audit rules adopted by the Public Company Accounting Oversight Board after April 5, 2012 unless the SEC determines otherwise or (4) provide certain disclosures regarding executive compensation required of larger public companies.

***If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud. As a result, current and potential unitholders could lose confidence in our financial reporting, which would harm our business and the trading price of our units.***

Diamondback is a publicly traded corporation and has developed a system of internal controls for compliance with public reporting requirements. Effective internal controls are necessary for us to provide reliable financial reports, prevent fraud and

operate successfully as a publicly traded partnership. If we cannot provide reliable financial reports or prevent fraud, our reputation and operating results would be harmed. We cannot be certain that our efforts to maintain our internal controls will be successful, that we will be able to maintain adequate controls over our financial processes and reporting in the future or that we will be able to comply with our obligations under Section 404 of the Sarbanes-Oxley Act of 2002. For example, Section 404 requires us, among other things, to annually review and report on, and our independent registered public accounting firm to attest to, the effectiveness of our internal controls over financial reporting. Any failure to maintain effective internal controls, or difficulties encountered in implementing or improving our internal controls, could harm our operating results or cause us to fail to meet our reporting obligations. Ineffective internal controls could also cause investors to lose confidence in our reported financial information, which would likely have a negative effect on the trading price of our common units.

***Nasdaq does not require a publicly traded partnership like us to comply with certain of its corporate governance requirements.***

Our common units are listed on the Nasdaq Global Select Market. Because we are a publicly traded partnership, Nasdaq does not require us to have a majority of independent directors on our general partner's board of directors or to establish a compensation committee or a nominating and corporate governance committee. Accordingly, unitholders do not have the same protections afforded to stockholders of certain corporations that are subject to all of Nasdaq's corporate governance requirements.

***Our partnership agreement includes exclusive forum, venue and jurisdiction provisions. By purchasing a common unit, a limited partner is irrevocably consenting to these provisions regarding claims, suits, actions or proceedings and submitting to the exclusive jurisdiction of Delaware courts. Our partnership agreement also provides that any unitholder bringing an unsuccessful action will be obligated to reimburse us for any costs we have incurred in connection with such unsuccessful action.***

Our partnership agreement is governed by Delaware law. Our partnership agreement includes exclusive forum, venue and jurisdiction provisions designating Delaware courts as the exclusive venue for most claims, suits, actions and proceedings involving us or our officers, directors and employees. In addition, if any person brings any of the aforementioned claims, suits, actions or proceedings and such person does not obtain a judgment on the merits that substantially achieves, in substance and amount, the full remedy sought, then such person shall be obligated to reimburse us and our affiliates for all fees, costs and expenses of every kind and description, including but not limited to all reasonable attorneys' fees and other litigation expenses, that the parties may incur in connection with such claim, suit, action or proceeding. By purchasing a common unit, a limited partner is irrevocably consenting to these limitations and provisions regarding claims, suits, actions or proceedings and submitting to the exclusive jurisdiction of Delaware courts. If a dispute were to arise between a limited partner and us or our officers, directors or employees, the limited partner may be required to pursue its legal remedies in Delaware which may be an inconvenient or distant location and which is considered to be a more corporate-friendly environment. These provisions may have the effect of discouraging lawsuits against us and our general partner's directors and officers.

***Our general partner may amend our partnership agreement, as it determines necessary or advisable, to permit the general partner to redeem the units of certain unitholders.***

Our general partner may amend our partnership agreement, as it determines necessary or advisable, to obtain proof of the U.S. federal income tax status and/or the nationality, citizenship or other related status of our limited partners (and their owners, to the extent relevant) and to permit our general partner to redeem the units held by any person (i) whose tax status has or is reasonably likely to have a material adverse effect on the maximum applicable rates chargeable to our customers, (ii) whose nationality, citizenship or related status creates substantial risk of cancellation or forfeiture of any of our property and/or (iii) who fails to comply with the procedures established to obtain such proof. The redemption price in the case of such a redemption will be the average of the daily closing prices per unit for the 20 consecutive trading days immediately prior to the date set for redemption.

#### **Risks Related to Recently Enacted U.S. Tax Legislation and Tax Risks to Common Unitholders**

***Recently enacted U.S. tax legislation as well as future U.S. tax legislations may adversely affect our business, results of operations, financial condition and cash flow.***

On December 22, 2017, the President signed into law Public Law No. 115-97, a comprehensive tax reform bill commonly referred to as the Tax Cuts and Jobs Act (the "Tax Act") that makes significant changes to U.S. federal income tax laws. Among other changes, the Tax Act (i) introduces a new deduction on certain pass-through income, (ii) repeals the partnership technical termination rule and (iii) imposes a new limitation on the deductibility of interest expense. The Tax Act is complex and far-reaching and we have not completed our analysis of the impact its enactment has on us. There may be other material adverse effects resulting

from the Tax Act that we have not identified and that could have an adverse effect on our business, results of operations, financial condition and cash flow.

***Our tax treatment depends on our status as a partnership for federal income tax purposes, as well as our not being subject to a material amount of entity-level taxation by individual states. If the IRS were to treat us as a corporation for federal income tax purposes or we were to become subject to entity-level taxation for state tax purposes, then our cash available for distribution to our unitholders could be substantially reduced.***

The anticipated after-tax economic benefit of an investment in our common units depends largely on our being treated as a partnership for federal income tax purposes.

Despite the fact that we are organized as a limited partnership under Delaware law, we would be treated as a corporation for U.S. federal income tax purposes unless we satisfy a “qualifying income” requirement. Based upon our current operations, we believe we satisfy the qualifying income requirement. However, we have not requested, and do not plan to request, a ruling from the IRS on this or any other matter affecting us. Failing to meet the qualifying income requirement or a change in current law could cause us to be treated as a corporation for U.S. federal income tax purposes or otherwise subject us to taxation as an entity.

If we were treated as a corporation for federal income tax purposes, we would pay federal income tax on our taxable income at the corporate tax rate. We would also be subject to certain state taxes. Distributions to unitholders would generally be taxed again as corporate distributions, and no income, gains, losses or deductions would flow through to unitholders. Because a tax would be imposed upon us as a corporation, our cash available for distribution to unitholders would be substantially reduced. In addition, changes in current state law may subject us to additional entity-level taxation by individual states. Because of widespread state budget deficits and other reasons, several states have been evaluating ways to subject partnerships to entity-level taxation through the imposition of state income, franchise and other forms of taxation. Imposition of any such taxes may substantially reduce the cash available for distribution to unitholders. Therefore, treatment of us as a corporation or the assessment of a material amount of entity-level taxation would result in a material reduction in the anticipated cash flow and after-tax return to the unitholders, likely causing a substantial reduction in the value of our common units.

***The tax treatment of publicly traded partnerships or an investment in our common units could be subject to potential legislative, judicial or administrative changes or differing interpretations, possibly applied on a retroactive basis.***

The present U.S. federal income tax treatment of publicly traded partnerships, including us, or an investment in our common units may be modified by administrative, legislative or judicial changes or differing interpretations at any time. For example, from time to time, members of Congress propose and consider substantive changes to the existing U.S. federal income tax laws that affect publicly traded partnerships. Additionally on January 24, 2017, the U.S. Treasury Department and the IRS published final regulations regarding qualifying income under Section 7704(d)(1)(E) of the Code effective as of January 19, 2017, that provide industry-specific guidance regarding whether income earned from certain activities will be treated as qualifying income. We believe the income that we treat as qualifying income satisfies the requirements for qualifying income under the current law and the final regulations.

Any modification to the federal income tax laws and interpretations thereof may or may not be retroactively applied and could make it more difficult or impossible for us to satisfy the requirements of the exception pursuant to which we are treated as a partnership for income tax purposes. While the Tax Act does not negatively impact the final regulations or the qualifying income exception, there is no guarantee that such proposal will not become part of any future legislation. We are unable to predict whether any of these changes, or other proposals, will ultimately be enacted. Any such changes could negatively impact the value of an investment in our common units.

***If the IRS were to contest the federal income tax positions we take, it may adversely impact the market for our common units, and our cash available for distribution to our unitholders might substantially be reduced.***

We have not requested a ruling from the IRS with respect to our treatment as a partnership for federal income tax purposes or any other matter affecting us. The IRS may adopt positions that differ from the positions we take. It may be necessary to resort to administrative or court proceedings to sustain some or all of the positions we take. A court may not agree with some or all of the positions we take. Any contest with the IRS may materially and adversely impact the market for our common units and the price at which they trade. Moreover, the costs of any contest between us and the IRS will result in a reduction in cash available for distribution to our unitholders and thus will be borne indirectly by our unitholders.

Legislation applicable to partnership tax years beginning after 2017 alters the procedures for auditing large partnerships and for assessing and collecting taxes due (including penalties and interest) as a result of a partnership-level federal income tax

audit. If the IRS makes audit adjustments to our partnership tax returns, to the extent possible under the new rules, our general partner may cause the partnership to pay the taxes (including any applicable penalties and interest) directly to the IRS in the year in which the audit is completed or, if we are eligible, elect to cause our unitholders and former unitholders to take such audit adjustments into account. Although our general partner may elect to have our unitholders and former unitholders take such audit adjustment into account and pay any resulting taxes (including applicable penalties or interest) in accordance with their interests in us during the tax year under audit, there can be no assurance that such election will be practical, permissible or effective in all circumstances. If we make payments of taxes and any penalties and interest directly to the IRS in the year in which the audit is completed, our cash available for distribution to our unitholders might be substantially reduced, in which case our current unitholders may bear some or all of the tax liability resulting from such audit adjustment, even if such unitholders did not own common units in us during the tax year under audit.

***Even if our unitholders do not receive any cash distributions from us, our unitholders will be required to pay taxes on their share of our taxable income.***

Our unitholders will be required to pay federal income taxes and, in some cases, state and local income taxes, on their share of our taxable income, whether or not our unitholders receive cash distributions from us. Our unitholders may not receive cash distributions from us equal to their share of our taxable income or even equal to the actual tax liability with respect to that income.

***Tax gain or loss on disposition of our common units could be more or less than expected.***

If our unitholders sell their common units, they will recognize a gain or loss equal to the difference between the amount realized and their tax basis in those common units. Because distributions in excess of their allocable share of our net taxable income decrease their tax basis in their common units, the amount, if any, of such prior excess distributions with respect to the units they sell will, in effect, become taxable income to them if they sell such units at a price greater than their tax basis in those units, even if the price they receive is less than their original cost. Furthermore, a substantial portion of the amount realized, whether or not representing a gain, may be taxed as ordinary income due to potential recapture items, including depreciation and depletion recapture. In addition, because the amount realized includes a unitholder's share of our nonrecourse liabilities, if they sell their common units, they may incur a tax liability in excess of the amount of cash they receive from the sale.

***Tax-exempt entities and non-U.S. persons face unique tax issues from owning our common units that may result in adverse tax consequences to them.***

Investment in common units by tax-exempt entities, such as employee benefit plans and individual retirement accounts (known as IRAs), raises issues unique to them. For example, a portion of our income allocated to organizations that are exempt from federal income tax, including IRAs and other retirement plans, may be unrelated business taxable income and may be taxable to them. Distributions to non-U.S. persons will be subject to withholding taxes imposed at the highest effective tax rate applicable to such non-U.S. persons, and each non-U.S. person may be required to file United States federal tax returns and pay tax on their share of our taxable income if it is treated as effectively connected income. Prospective unitholders who are a tax-exempt entities or non-U.S. persons should consult their tax advisor before investing in our common units.

Pursuant to the Tax Act, if a unitholder sells or otherwise disposes of a common unit, the transferee is required to withhold 10% of the amount realized by the transferor unless the transferor certifies that it is not a foreign person, and we are required to deduct and withhold from distributions to the transferee amounts that should have been withheld by the transferor but were not withheld. However, the Department of the Treasury and the IRS have determined that this withholding requirement should not apply to any disposition of a publicly traded interest in a publicly traded partnership (such as us) until regulations or other guidance have been issued clarifying the application of this withholding requirement to dispositions of interests in publicly traded partnerships. Accordingly, while this new withholding requirement does not currently apply to interests in us, there can be no assurance that such requirement will not apply in the future.

***We will treat each purchaser of common units as having the same tax benefits without regard to the common units actually purchased. The IRS may challenge this treatment, which could adversely affect the value of the common units.***

Because we cannot match transferors and transferees of our common units and because of other reasons, we will adopt depreciation and amortization positions that may not conform to all aspects of existing Treasury Regulations. Our counsel is unable to opine as to the validity of this approach. A successful IRS challenge to those positions could adversely affect the amount of tax benefits available to our unitholders. It also could affect the timing of these tax benefits or the amount of gain from the sale of common units and could have a negative impact on the value of our common units or result in audit adjustments to a unitholder's tax returns.

***We will prorate our items of income, gain, loss and deduction between transferors and transferees of our common units each month based upon the ownership of our common units on the first day of each month, instead of on the basis of the date a particular unit is transferred. The IRS may challenge this treatment, which could change the allocation of items of income, gain, loss and deduction among our unitholders.***

We prorate our items of income, gain, loss and deduction between transferors and transferees of our units each month based upon the ownership of our units on the first day of each month, instead of on the basis of the date a particular unit is transferred. The use of this proration method may not be permitted under existing Treasury regulations, and, accordingly, our counsel is unable to opine as to the validity of this method. The Department of the Treasury and the IRS adopted final Treasury regulations allowing a similar monthly simplifying convention for taxable years beginning on or after August 3, 2015. However, such regulations do not specifically authorize the use of the proration method we have adopted. If the IRS were to challenge our proration method or new Treasury Regulations were issued, we may be required to change the allocation of items of income, gain, loss and deduction among our unitholders.

***A unitholder whose units are the subject of a securities loan (e.g., a loan to a “short seller” to cover a short sale of units) may be considered to have disposed of those units. If so, the unitholder would no longer be treated for tax purposes as a partner with respect to those units during the period of the loan and could recognize gain or loss from the disposition.***

Because there are no specific rules governing the U.S. federal income tax consequence of loaning a partnership interest, a unitholder whose units are the subject of a securities loan may be considered to have disposed of the loaned units. In that case, the unitholder may no longer be treated for tax purposes as a partner with respect to those units during the period of the loan to the short seller and the unitholder may recognize gain or loss from such disposition. Moreover, during the period of the loan, any of our income, gain, loss or deduction with respect to those units may not be reportable by the unitholder and any cash distributions received by the unitholder as to those units could be fully taxable as ordinary income. Our counsel has not rendered an opinion regarding the treatment of a unitholder where common units are loaned to a short seller to effect a short sale of common units. Unitholders desiring to assure their status as partners and avoid the risk of gain recognition from a securities loan are urged to modify any applicable brokerage account agreements to prohibit their brokers from borrowing their units.

***Our unitholders may be subject to state and local taxes and return filing requirements in states where they do not live as a result of investing in our common units.***

In addition to federal income taxes, our unitholders may be subject to other taxes, including state and local taxes, unincorporated business taxes and estate, inheritance or intangible taxes that are imposed by the various jurisdictions in which we conduct business or own property now or in the future, even if such unitholders do not live in any of those jurisdictions. We may be treated as doing business directly or indirectly in a number of jurisdictions and many of these jurisdictions impose a personal income tax. As we make acquisitions or expand our business, we may own assets or conduct business in additional states or foreign jurisdictions that impose a personal income tax. Our unitholders may be required to file state and local income tax returns and pay state and local income taxes in these jurisdictions. Further, our unitholders may be subject to penalties for failure to comply with those requirements. It is a unitholder’s responsibility to file all U.S. federal, foreign, state and local tax returns.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

#### **ITEM 3. LEGAL PROCEEDINGS**

Due to the nature of our business, we are, from time to time, involved in routine litigation or subject to disputes or claims related to our business activities. In the opinion of our management, none of the pending litigation, disputes or claims against us, if decided adversely, will have a material adverse effect on our financial condition, cash flows or results of operations.

#### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

**PART II**

**ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED UNITHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

**Market Information and Cash Distributions to Unitholders**

Our common units are listed on the Nasdaq Global Select Market under the symbol "VNOM." Our common units began trading on June 18, 2014 at an initial public offering price of \$26.00 per common unit. The following table shows the low and high sales price per common unit, as reported by the Nasdaq Global Select Market, for the periods indicated:

<b>Period:</b>	<b>High</b>	<b>Low</b>	<b>Cash Distributions per Common Unit<sup>(1)</sup></b>
<b>2017</b>			
1st Quarter	\$ 19.38	\$ 15.37	\$ 0.302
2nd Quarter	\$ 18.63	\$ 15.19	\$ 0.332
3rd Quarter	\$ 18.98	\$ 14.76	\$ 0.337
4th Quarter <sup>(2)</sup>	\$ 24.00	\$ 18.02	\$ 0.460
<b>2016</b>			
1st Quarter	\$ 17.50	\$ 12.69	\$ 0.149
2nd Quarter	\$ 20.25	\$ 16.07	\$ 0.189
3rd Quarter	\$ 19.60	\$ 15.10	\$ 0.207
4th Quarter	\$ 17.41	\$ 13.53	\$ 0.258

(1) Distributions are shown for the quarter in which they were generated.

(2) The Q4 2017 distribution is payable on February 26, 2018 to unitholders of record at the close of business on February 19, 2018.

There were five holders of record of our common units on January 31, 2018.

**Cash Distribution Policy**

The board of directors of our general partner has adopted a policy for us to distribute all available cash generated on a quarterly basis.

Cash distributions are made to the common unitholders of record on the applicable record date, generally within 60 days after the end of each quarter. Available cash for each quarter is determined by the board of directors of our general partner following the end of such quarter. Available cash for each quarter generally equals Adjusted EBITDA reduced for cash needed for debt service and other contractual obligations and fixed charges and reserves for future operating or capital needs that the board of directors of our general partner deems necessary or appropriate, if any.

**General Partner Interest**

Our general partner owns a non-economic general partner interest and therefore is not entitled to receive cash distributions. However, it may acquire common units and other equity interests in the future and will be entitled to receive pro rata distributions in respect of those equity interests.

**Recent Sales of Unregistered Securities**

On May 9, 2017, we issued 174,513 common units to Roger Letz as consideration for our acquisition of certain mineral, royalty and other interests and certain other assets from Mr. Letz. These units were issued in reliance upon the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) of the Securities Act, as sales by an issuer not involving any public offering.

**Repurchases of Equity Securities**

None.

## ITEM 6. SELECTED FINANCIAL DATA

This section presents our selected historical consolidated financial data. The selected historical consolidated financial data presented below is not intended to replace our historical consolidated financial statements. The following selected financial data should be read in conjunction with “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the consolidated financial statements and related notes, each of which is included elsewhere in this Annual Report.

Viper Energy Partners LP was formed in February 2014 and did not own any assets prior to June 17, 2014, the date Viper Energy Partners, LLC, the then-subsiary of Diamondback, was contributed to Viper Energy Partners LP. We refer to Viper Energy Partners, LLC as “Viper Energy Partners LP Predecessor.” Viper Energy Partners LP Predecessor acquired its assets on September 19, 2013.

The contribution of Viper Energy Partners LP Predecessor to Viper Energy Partners LP was accounted for as a combination of entities under common control. Therefore, the following table presents the historical financial data of Viper Energy Partners LP as if Viper Energy Partners LP Predecessor and Viper Energy Partners LP were combined since inception.

Presented below is our historical financial data for the periods and as of the dates indicated. The historical financial data for the years ended December 31, 2017, 2016 and 2015 and the balance sheet data as of December 31, 2017 and 2016 are derived from our audited consolidated financial statements included elsewhere in this Annual Report.

	Year Ended December 31,				Period From Inception Through December 31, 2013
	2017	2016	2015	2014	
(in thousands)					
<b>Statement of Operations Data:</b>					
Royalty income	\$ 160,163	\$ 78,837	\$ 74,859	\$ 77,767	\$ 14,987
Lease bonus	11,870	309	—	—	—
Total operating income	172,033	79,146	74,859	77,767	14,987
<b>Costs and expenses:</b>					
Production and ad valorem taxes	10,608	5,544	5,531	5,377	972
Gathering and transportation	789	415	259	—	—
Depletion	40,519	29,820	35,436	27,601	5,199
Impairment	—	47,469	3,423	—	—
General and administrative expenses	6,296	5,209	5,835	4,372	87
Total costs and expenses	58,212	88,457	50,484	37,350	6,258
<b>Income (loss) from operations</b>	113,821	(9,311)	24,375	40,417	8,729
<b>Other income (expense):</b>					
Interest expense, net	(3,164)	(2,455)	(1,110)	(487)	—
Interest expense—related party, net of capitalized interest	—	—	—	(10,755)	(5,741)
Other income, net	821	867	1,154	459	—
Total other income (expense), net	(2,343)	(1,588)	44	(10,783)	(5,741)
<b>Net income (loss)</b>	<u>\$ 111,478</u>	<u>\$ (10,899)</u>	<u>\$ 24,419</u>	<u>\$ 29,634</u>	<u>\$ 2,988</u>
<b>Allocation of net income:</b>					
Net income attributable to the period January 1, 2014 through June 22, 2014				\$ 7,021	
Net income attributable to the period June 23, 2014 through December 31, 2014				22,613	
Total net income				<u>\$ 29,634</u>	

	Year Ended December 31,				Period From Inception Through December 31, 2013
	2017	2016	2015	2014	
(in thousands)					
<b>Net income (loss) attributable to common limited partners per unit:</b>					
Basic	\$ 1.07	\$ (0.13)	\$ 0.31	0.29	
Diluted	\$ 1.07	\$ (0.13)	\$ 0.31	0.29	

#### Statement of Cash Flow Data:

Net cash provided by (used in):

Operating activities	\$ 139,219	\$ 68,627	\$ 63,832	\$ 51,813	\$ 4,845
Investing activities	(344,079)	(205,721)	(43,907)	(96,815)	(4,083)
Financing activities	219,844	145,768	(34,496)	59,350	—

#### Other Financial Data:

Adjusted EBITDA <sup>(1)</sup>	\$ 157,556	\$ 72,660	\$ 68,317	\$ 70,579	\$ 13,928
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#### Balance Sheet Data (at period end):

Cash and cash equivalents	\$ 24,197	\$ 9,213	\$ 539	15,110	
Total assets	1,013,037	670,549	529,731	537,402	
Total liabilities	99,129	122,651	34,587	2,051	
Unitholders' equity/Members' equity	913,908	547,898	495,144	535,351	

(1) For more information, please read “—Non-GAAP Financial Measure” below.

#### Non-GAAP Financial Measure

##### *Adjusted EBITDA*

Adjusted EBITDA is a supplemental non-GAAP financial measure that is used by management and external users of our financial statements, such as industry analysts, investors, lenders and rating agencies. We believe Adjusted EBITDA is useful because it allows us to more effectively evaluate our operating performance and compare the results of our operations from period to period without regard to our financing methods or capital structure.

We define Adjusted EBITDA as net income (loss) plus net interest expense, interest expense-related party (net of capitalized interest), non-cash unit-based compensation expense, depletion expense and impairment expense. Adjusted EBITDA is not a measure of net income (loss) as determined by GAAP. We exclude the items listed above from net income (loss) in arriving at Adjusted EBITDA because these amounts can vary substantially from company to company within our industry depending upon accounting methods and book values of assets, capital structures and the method by which the assets were acquired. Certain items excluded from Adjusted EBITDA are significant components in understanding and assessing a company's financial performance, such as a company's cost of capital and tax structure, as well as the historic costs of depreciable assets, none of which are components of Adjusted EBITDA.

Adjusted EBITDA should not be considered as an alternative to, or more meaningful than, net income (loss) as determined in accordance with GAAP or as an indicator of our operating performance or liquidity. Our computations of Adjusted EBITDA may not be comparable to other similarly titled measures of other companies.

The following table presents a reconciliation of Adjusted EBITDA to the most directly comparable GAAP financial measure for the periods indicated.

	Year Ended December 31,				Period From Inception
	2017	2016	2015	2014	Through December 31, 2013
	<b>(in thousands)</b>				
Net income (loss)	\$ 111,478	\$ (10,899)	\$ 24,419	\$ 29,634	\$ 2,988
Interest expense, net	3,164	2,455	1,110	487	—
Interest expense—related party, net of capitalized interest	—	—	—	10,755	5,741
Non-cash unit-based compensation expense	2,395	3,815	3,929	2,102	—
Depletion	40,519	29,820	35,436	27,601	5,199
Impairment	—	47,469	3,423	—	—
Adjusted EBITDA	<u>\$ 157,556</u>	<u>\$ 72,660</u>	<u>\$ 68,317</u>	<u>\$ 70,579</u>	<u>\$ 13,928</u>

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion and analysis should be read in conjunction with our consolidated financial statements and notes thereto presented in this Annual Report. The following discussion contains "forward-looking statements" that reflect our future plans, estimates, beliefs, and expected performance. Actual results and the timing of events may differ materially from those contained in these forward-looking statements due to a number of factors. See "Item 1A. Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements."*

### Overview

We are a publicly traded Delaware limited partnership formed by Diamondback on February 27, 2014 to, among other things, own, acquire and exploit oil and natural gas properties in North America. The Partnership is currently focused on oil and natural gas properties in the Permian Basin. As of December 31, 2017, our general partner held a 100% non-economic general partner interest in us, and Diamondback had an approximate 64% limited partner interest in us.

We operate in one reportable segment engaged in the acquisition of oil and natural gas properties. Our assets consist primarily of producing oil and natural gas properties principally located in the Permian Basin of West Texas.

### 2017 Transactions and Recent Developments

#### *Our Equity Offerings*

In January 2017, we completed an underwritten public offering of 9,775,000 common units, which included 1,275,000 common units issued pursuant to an option to purchase additional common units granted to the underwriters. We received net proceeds from this offering of approximately \$147.5 million, after deducting underwriting discounts and commissions and estimated offering expenses, of which \$120.5 million was used to repay the outstanding borrowings under our revolving credit agreement and the balance was used for general partnership purposes, which included additional acquisitions.

In July 2017, we completed an underwritten public offering of 16,100,000 common units, which included 2,100,000 common units issued pursuant to an option to purchase additional common units granted to the underwriters. Diamondback purchased 700,000 common units, an affiliate of our general partner purchased 3,000,000 common units and certain officers and directors of Diamondback and our general partner purchased an aggregate of 114,000 common units, in each case directly from the underwriters. Following this offering, Diamondback had an approximate 64% limited partner interest in us. We received net proceeds from this offering of approximately \$232.5 million, after deducting underwriting discounts and commissions and estimated offering expenses, of which we used \$152.8 million to repay all of the then-outstanding borrowings under our revolving credit facility and the balance was used to fund a portion of the purchase price for acquisitions and for general partnership purposes, which included additional acquisitions.

#### *Recent Acquisitions*

During 2017, we acquired mineral interests underlying 3,157 net royalty acres for an aggregate purchase price of approximately \$343.1 million and, as of December 31, 2017, had mineral interests underlying 9,570 net royalty acres. We funded these acquisitions primarily with borrowings under our revolving credit facility, with a portion of the net proceeds from our January and July 2017 offerings of common units and with the issuance of 174,513 common units to a seller in a private placement in May 2017.

Since the end of the fourth quarter of 2017, we acquired from unrelated third party sellers additional mineral interests underlying 137,443 gross acres, 1,617 net acres and 900 net royalty acres in the Permian Basin and Eagle Ford Shale for an aggregate of approximately \$149.4 million, subject to post-closing adjustments. These transactions included 681 net royalty acres in DeWitt, Karnes and Gonzales Counties that we acquired for approximately \$123.4 million, subject to post-closing adjustment. These assets are in the core of the Eagle Ford Shale of South Texas, with internally estimated 2018 net production of 900 BOE/d (approximately 77% liquids). As of February 2, 2018, there were four rigs running on this Eagle Ford acreage, with 225 active horizontal well permits. As a result of these transactions, as of February 2, 2018, our assets included mineral interests underlying 385,046 gross acres, 45,460 net acres and 10,470 net royalty acres primarily in the Permian Basin and Eagle Ford Shale. These acquisitions were primarily funded with cash on hand and borrowings under our revolving credit facility.

**Sources of Our Revenue**

Our revenues are primarily derived from royalty payments we receive from our operators based on the sale of oil and natural gas production, as well as the sale of natural gas liquids that are extracted from natural gas during processing. Royalty income may vary significantly from period to period as a result of changes in commodity prices, production mix and volumes of production sold by our operators.

The following table presents the breakdown of our operating income for the following periods:

	<b>Year Ended December 31,</b>		
	<b>2017</b>	<b>2016</b>	<b>2015</b>
Operating income			
Royalty income			
Oil sales	81%	90%	93%
Natural gas sales	5%	4%	4%
Natural gas liquid sales	6%	6%	3%
Lease bonus income	8%	—%	—%
	<u>100%</u>	<u>100%</u>	<u>100%</u>

As a result, our revenues are more sensitive to fluctuations in oil prices than they are to fluctuations in natural gas liquids or natural gas prices. Oil, natural gas liquids and natural gas prices have historically been volatile. During 2017, West Texas Intermediate posted prices ranged from \$42.48 to \$60.46 per Bbl and the Henry Hub spot market price of natural gas ranged from \$2.44 to \$3.71 per MMBtu. On December 29, 2017, the West Texas Intermediate posted price for crude oil was \$60.46 per Bbl and the Henry Hub spot market price of natural gas was \$3.69 per MMBtu. Lower prices may not only decrease our revenues, but also potentially the amount of oil and natural gas that our operators can produce economically. Lower oil and natural gas prices may also result in a reduction in the borrowing base under our credit agreement, which may be redetermined at the discretion of our lenders.

**Principal Components of Our Cost Structure*****Production and Ad Valorem Taxes***

Production taxes are paid on produced oil and natural gas based on a percentage of revenues from products sold at fixed rates established by federal, state or local taxing authorities. Where available, we benefit from tax credits and exemptions in our various taxing jurisdictions. We are also subject to ad valorem taxes in the counties where our production is located. Ad valorem taxes are generally based on the valuation of our oil and gas properties.

***General and Administrative***

In connection with the closing of the IPO, our general partner and Diamondback entered into the first amended and restated agreement of limited partnership, dated as of June 23, 2014. The partnership agreement requires us to reimburse our general partner for all direct and indirect expenses incurred or paid on our behalf and all other expenses allocable to us or otherwise incurred by our general partner in connection with operating our business. The partnership agreement does not set a limit on the amount of expenses for which our general partner and its affiliates may be reimbursed. These expenses include salary, bonus, incentive compensation and other amounts paid to persons who perform services for us or on our behalf and expenses allocated to our general partner by its affiliates. Our general partner is entitled to determine the expenses that are allocable to us.

***Depreciation, Depletion and Amortization***

Under the full cost accounting method, we capitalize costs within a cost center and then systematically expense those costs on a units of production basis based on proved oil and natural gas reserve quantities. We calculate depletion on all capitalized costs, other than the cost of investments in unproved properties and major development projects for which proved reserves cannot yet be assigned, less accumulated amortization.

***Income Tax Expense***

We are organized as a pass-through entity for income tax purposes. As a result, our partners are responsible for federal income taxes on their share of our taxable income.

We are subject to the Texas margin tax. Diamondback does not expect any Texas margin tax to be due for the years ended December 31, 2017, 2016 and 2015.

## Results of Operations

The following table summarizes our revenue and expenses and production data for the periods indicated.

	Year Ended December 31,		
	2017	2016	2015
(In thousands)			
<b>Operating Results:</b>			
Royalty income	\$ 160,163	\$ 78,837	\$ 74,859
Lease bonus	11,870	309	—
Total operating income	172,033	79,146	74,859
<b>Costs and expenses:</b>			
Production and ad valorem taxes	10,608	5,544	5,531
Gathering and transportation	789	415	259
Depletion	40,519	29,820	35,436
Impairment	—	47,469	3,423
General and administrative expenses	6,296	5,209	5,835
Total costs and expenses	58,212	88,457	50,484
<b>Income (loss) from operations</b>	<b>113,821</b>	<b>(9,311)</b>	<b>24,375</b>
<b>Other income (expense):</b>			
Interest expense, net	(3,164)	(2,455)	(1,110)
Other income, net	821	867	1,154
Total other income (expense), net	(2,343)	(1,588)	44
<b>Net income (loss)</b>	<b>\$ 111,478</b>	<b>\$ (10,899)</b>	<b>\$ 24,419</b>

### Production Data:

Oil (MBbls)	2,899	1,778	1,555
Natural gas (MMcf)	3,549	1,490	1,129
Natural gas liquids (MBbls)	533	328	239
Combined volumes (MBOE)	4,024	2,354	1,982
Daily combined volumes (BOE/d)	11,023	6,432	5,431
% Oil	72%	76%	78%

### Average sales prices:

Oil, realized (\$/Bbl)	\$ 48.36	\$ 40.23	\$ 44.75
Natural gas realized (\$/Mcf)	2.62	2.08	2.36
Natural gas liquids (\$/Bbl)	20.02	12.84	10.85
Average price realized (\$/BOE)	39.81	33.49	37.76

### Average Costs (\$/BOE)

Production and ad valorem taxes	\$ 2.64	\$ 2.35	\$ 2.79
Gathering and transportation expense	0.20	0.18	0.13
General and administrative - cash component	0.97	0.59	0.96
Total operating expense - cash	\$ 3.81	\$ 3.12	\$ 3.88
General and administrative - non-cash component	\$ 0.59	\$ 1.62	\$ 1.98
Interest expense	0.79	1.04	0.56
Depletion	10.07	12.67	17.88

**Comparison of the Years Ended December 31, 2017, 2016 and 2015**
**Royalty Income**

Our royalty income for the years ended December 31, 2017, 2016 and 2015 was \$160.2 million, \$78.8 million and \$74.9 million, respectively. Our royalty income is a function of oil, natural gas liquids and natural gas production volumes sold and average prices received for those volumes.

During the year ended December 31, 2017, average prices received and combined volumes sold by our operators increased as compared to the year ended December 31, 2016. Although the average prices received during the year ended December 31, 2016 decreased as compared to the year ended December 31, 2015, this decrease was partially offset by an 18.8% increase in combined volumes sold by our operators.

	2017 vs. 2016			2016 vs. 2015		
	Change in prices	Production volumes <sup>(1)</sup>	Total net dollar effect of change	Change in prices	Production volumes <sup>(1)</sup>	Total net dollar effect of change
(dollars in thousands except change in prices)						
Effect of changes in price:						
Oil	\$ 8.13	2,899	\$ 23,572	\$ (4.52)	1,778	\$ (8,035)
Natural gas	0.54	3,549	1,916	(0.28)	1,490	(417)
Natural gas liquids	7.18	533	3,829	1.99	328	653
Total income due to change in price			\$ 29,317			\$ (7,799)

	Change in production volumes <sup>(1)</sup>	Prior period average prices	Total net dollar effect of change	Change in production volumes <sup>(1)</sup>	Prior period average prices	Total net dollar effect of change
	(dollars in thousands except average prices)					
Effect of changes in production volumes:						
Oil	1,121	\$ 40.23	\$ 45,090	222	\$ 44.75	\$ 9,955
Natural gas	2,059	2.08	4,282	362	2.36	854
Natural gas liquids	205	12.84	2,637	89	10.85	968
Total income due to change in production volumes			52,009			11,777
Total change in income			\$ 81,326			\$ 3,978

(1) Production volumes are presented in MBbls for oil and natural gas liquids and MMcf for natural gas

**Lease Bonus Income**

Lease bonus income increased by \$11.6 million to \$11.9 million for the year ended December 31, 2017 from \$0.3 million for the year ended December 31, 2016. During the year ended December 31, 2017, we received \$2.8 million which was attributable to lease bonus payments to extend the term of seven leases, reflecting an average bonus of \$3,442 per acre, and \$9.1 million attributable to lease bonus payments on three new leases, reflecting an average bonus of \$14,320 per acre. During the year ended December 31, 2016, we received \$0.3 million in lease bonus payments to extend the term of six leases, reflecting an average bonus of \$1,371 per acre. We had no lease bonus income for the year ended December 31, 2015.

**Impairment of Oil and Gas Properties.**

During the years ended December 31, 2016 and 2015, we recorded impairments of oil and gas properties of \$47.5 million and \$3.4 million, respectively, as a result of the significant decline in commodity prices. No impairment was recorded for the year ended December 31, 2017.

**General and Administrative Expenses**

For the years ended December 31, 2017, 2016 and 2015, we incurred general and administrative expenses of \$6.3 million, \$5.2 million and \$5.8 million, respectively. The general and administrative expenses primarily reflect costs associated with us being a publicly traded limited partnership, unit-based compensation, the amounts reimbursed to our general partner under our partnership agreement and amounts incurred under our advisory services agreement. For the year ended December 31, 2017, the General Partner received reimbursements from us of \$2.5 million. For the year ended December 31, 2016, the General Partner did not receive any reimbursements from us. For the year ended December 31, 2015, the General Partner did not receive any reimbursements from us other than the \$4,000 outstanding at December 31, 2014.

**Net Interest Expense**

Net interest expense for the years ended December 31, 2017, 2016 and 2015 was \$3.2 million, \$2.5 million and \$1.1 million, respectively. The increase of \$0.7 million in net interest expense for the year ended December 31, 2017 as compared to 2016 was due to a higher average interest rate and increased average level of outstanding borrowings. The increase of \$1.3 million in net interest expense for the year ended December 31, 2016 as compared to 2015 was primarily due to a higher average level of outstanding borrowings under our credit agreement.

**Adjusted EBITDA**

Adjusted EBITDA is a supplemental non-GAAP financial measure that is used by management and external users of our financial statements, such as industry analysts, investors, lenders and rating agencies. We believe Adjusted EBITDA is useful because it allows us to more effectively evaluate our operating performance and compare the results of our operations from period to period without regard to our financing methods or capital structure.

We define Adjusted EBITDA as net income (loss) plus net interest expense, non-cash unit-based compensation expense, depletion expense and impairment expense. Adjusted EBITDA is not a measure of net income (loss) as determined by GAAP. We exclude the items listed above from net income (loss) in arriving at Adjusted EBITDA because these amounts can vary substantially from company to company within our industry depending upon accounting methods and book values of assets, capital structures and the method by which the assets were acquired. Certain items excluded from Adjusted EBITDA are significant components in understanding and assessing a company's financial performance, such as a company's cost of capital and tax structure, as well as the historic costs of depreciable assets, none of which are components of Adjusted EBITDA.

Adjusted EBITDA should not be considered as an alternative to, or more meaningful than, net income (loss) as determined in accordance with GAAP or as an indicator of our operating performance or liquidity. Our computations of Adjusted EBITDA may not be comparable to other similarly titled measures of other companies.

The following table presents a reconciliation of Adjusted EBITDA to the most directly comparable GAAP financial measure for the periods indicated.

	<b>Year Ended December 31,</b>		
	<b>2017</b>	<b>2016</b>	<b>2015</b>
	<b>(in thousands)</b>		
Net income (loss)	\$ 111,478	\$ (10,899)	\$ 24,419
Interest expense, net	3,164	2,455	1,110
Non-cash unit-based compensation expense	2,395	3,815	3,929
Depletion	40,519	29,820	35,436
Impairment	—	47,469	3,423
Adjusted EBITDA	<u>\$ 157,556</u>	<u>\$ 72,660</u>	<u>\$ 68,317</u>

**Liquidity and Capital Resources****Overview**

Our primary sources of liquidity have been cash flows from operations and equity and debt financings, including borrowings under our credit agreement, and our primary uses of cash have been, and are expected to continue to be, to pay distributions to our unitholders and for replacement and growth capital expenditures, including the acquisition of oil and natural gas properties. Our ability to generate cash is subject to a number of factors, some of which are beyond our control, including commodity prices, weather and general economic, financial, competitive, legislative, regulatory and other factors. In 2018, we believe cash flows from operations and availability under our credit agreement will provide sufficient liquidity to manage our cash needs and contractual obligations and to fund expected capital expenditures. We continually monitor market conditions and may consider issuing more equity or taking on debt if we believe conditions to be favorable.

Our partnership agreement does not require us to distribute any of the cash we generate from operations. We believe, however, that it is in the best interests of our unitholders if we distribute a substantial portion of the cash we generate from operations. The board of directors of our general partner has adopted a policy to distribute an amount equal to the available cash we generate each quarter to our unitholders. Cash distributions are made to the common unitholders of record on the applicable record date, generally within 60 days after the end of each quarter. Available cash for each quarter is determined by the board of directors of our general partner following the end of such quarter. Available cash for each quarter generally equals Adjusted EBITDA reduced for cash needed for debt service and other contractual obligations and fixed charges and reserves for future operating or capital needs that the board of directors of our general partner deems necessary or appropriate, if any.

The following table presents cash distributions approved by the board of directors of our general partner for the periods presented.

<b>Declaration Date</b>	<b>Quarter</b>	<b>Amount per Common Unit</b>	<b>Payment Date</b>	<b>Amount Distributed to Diamondback</b>
				<b>(in thousands)</b>
May 1, 2015	Q1 2015	\$ 0.189	May 22, 2015	\$ 13,385
July 31, 2015	Q2 2015	\$ 0.220	August 21, 2015	\$ 15,499
October 30, 2015	Q3 2015	\$ 0.200	November 20, 2015	\$ 14,091
February 12, 2016	Q4 2015	\$ 0.228	February 26, 2016	16,063
May 2, 2016	Q1 2016	\$ 0.149	May 23, 2016	\$ 10,497
July 21, 2016	Q2 2016	\$ 0.189	August 22, 2016	\$ 13,693
October 25, 2016	Q3 2016	\$ 0.207	November 18, 2016	\$ 14,997
February 3, 2017	Q4 2016	\$ 0.258	February 24, 2017	\$ 18,692
April 28, 2017	Q1 2017	\$ 0.302	May 25, 2017	\$ 21,880
July 28, 2017	Q2 2017	\$ 0.332	August 24, 2017	\$ 24,286
October 16, 2017	Q3 2017	\$ 0.337	November 14, 2017	\$ 24,652
January 26, 2018	Q4 2017	\$ 0.460	February 26, 2018	*

\* The Q4 2017 distribution is payable on February 26, 2018 to unitholders of record at the close of business on February 19, 2018. Based on the common units held by Diamondback on February 6, 2018, the Q4 2017 distribution payable to Diamondback on February 26, 2018 will be approximately \$33.6 million.

**Our Credit Agreement**

On July 8, 2014, we entered into a secured revolving credit agreement with Wells Fargo, as administrative agent, and Wells Fargo Securities, as sole book runner and lead arranger. The credit agreement, as amended, provides for a revolving credit facility in the maximum credit amount of \$2.0 billion and a borrowing base based on our oil and natural gas reserves and other factors (the "borrowing base") of \$400.0 million, subject to scheduled semi-annual and other elective borrowing base redeterminations. The borrowing base is scheduled to be re-determined semi-annually with effective dates of May 1st and November 1st. In addition, we may request up to three additional redeterminations of the borrowing base during any 12-month period. As of December 31, 2017, the borrowing base was set at \$400.0 million, and we had \$93.5 million of outstanding borrowings and \$306.5 million available for future borrowings under our revolving credit facility.

The outstanding borrowings under the credit agreement bear interest at a per annum rate elected by us that is equal to an alternate base rate (which is equal to the greatest of the prime rate, the Federal Funds effective rate plus 0.50% and 3-month LIBOR plus 1.0%) or LIBOR, in each case plus the applicable margin. The applicable margin ranges from 0.75% to 1.75% per annum in the case of the alternate base rate and from 1.75% to 2.75% per annum in the case of LIBOR, in each case depending on the amount of loans and letters of credit outstanding in relation to the commitment, which is defined as the lesser of the maximum credit amount and the borrowing base. We are obligated to pay a quarterly commitment fee ranging from 0.375% to 0.500% per year on the unused portion of the commitment, which fee is also dependent on the amount of loans and letters of credit outstanding in relation to the commitment. Loan principal may be optionally repaid from time to time without premium or penalty (other than customary LIBOR breakage), and is required to be repaid (a) to the extent the loan amount exceeds the commitment or the borrowing base, whether due to a borrowing base redetermination or otherwise (in some cases subject to a cure period), (b) in an amount equal to the net cash proceeds from the sale of property when a borrowing base deficiency or event of default exists under the credit agreement and (c) at the maturity date of November 1, 2022. The loan is secured by substantially all of our and our subsidiary's assets.

The credit agreement contains various affirmative, negative and financial maintenance covenants. These covenants, among other things, limit additional indebtedness, additional liens, sales of assets, mergers and consolidations, dividends and distributions, transactions with affiliates and entering into certain swap agreements and require the maintenance of the financial ratios described below.

Financial Covenant	Required Ratio
Ratio of total debt to EBITDAX	Not greater than 4.0 to 1.0
Ratio of current assets to liabilities, as defined in the credit agreement	Not less than 1.0 to 1.0

The covenant prohibiting additional indebtedness allows for the issuance of unsecured debt of up to \$400.0 million in the form of senior unsecured notes and, in connection with any such issuance, the reduction of the borrowing base by 25% of the stated principal amount of each such issuance. A borrowing base reduction in connection with such issuance may require a portion of the outstanding principal of the loan to be repaid.

As of December 31, 2017, we were in compliance with all financial covenants under our credit agreement. The lenders may accelerate all of the indebtedness under our revolving credit facility upon the occurrence and during the continuance of any event of default. The credit agreement contains customary events of default, including non-payment, breach of covenants, materially incorrect representations, cross-default, bankruptcy and change of control. With certain specified exceptions, the terms and provisions of our credit agreement generally may be amended with the consent of the lenders holding a majority of the outstanding loans or commitments to lend.

### Cash Flows

The following table presents our cash flows for the period indicated.

	Year Ended December 31,		
	2017	2016	2015
	(in thousands)		
<b>Cash Flow Data:</b>			
Net cash provided by operating activities	\$ 139,219	\$ 68,627	\$ 63,832
Net cash used in investing activities	(344,079)	(205,721)	(43,907)
Net cash provided by (used in) financing activities	219,844	145,768	(34,496)
Net increase (decrease) in cash	<u>\$ 14,984</u>	<u>\$ 8,674</u>	<u>\$ (14,571)</u>

### Operating Activities

Our operating cash flow is sensitive to many variables, the most significant of which are the volatility of prices for oil and natural gas and the volume of oil and natural gas sold by our producers. Prices for these commodities are determined primarily by prevailing market conditions. Regional and worldwide economic activity, weather and other substantially variable factors influence market conditions for these products. These factors are beyond our control and are difficult to predict.

### Investing Activities

The purchase of oil and natural gas interests accounted for the majority of our cash outlays for investing activities. Net cash used in investing activities was \$344.1 million, \$205.7 million and \$43.9 million during the years ended December 31, 2017, 2016 and 2015, respectively, related to acquisitions of royalty interests.

### Financing Activities

Net cash provided by financing activities was \$219.8 million during the year ended December 31, 2017, primarily related to aggregate net proceeds of \$380.0 million from our public offerings of common units in January and July 2017, partially offset by \$130.9 million of distributions to our unitholders and \$27.0 million of net repayments under our revolving credit agreement during 2017.

Net cash provided by financing activities was \$145.8 million during the year ended December 31, 2016, primarily related to \$86.0 million of net borrowings under our revolving credit agreement and net proceeds of \$125.0 million from our public offering of common units partially offset by \$64.8 million of distributions to our unitholders during 2016.

Net cash used in financing activities of \$34.5 million during the year ended December 31, 2015 primarily related to \$68.6 million of distributions to our unitholders during 2015, after giving effect to \$34.5 million of proceeds from borrowings under our credit facility.

### Contractual Obligations

The following table summarizes our contractual obligations and commitments as of December 31, 2017.

	Payments Due by Period				
	Total	2018	2019-2020	2021-2022	Thereafter
	(in thousands)				
Credit agreement <sup>(1)</sup>	\$ 93,500	\$ —	\$ —	\$ 93,500	\$ —
Interest and commitment fees under our credit agreement <sup>(2)</sup>	\$ 5,555	\$ 1,149	\$ 2,299	\$ 2,107	\$ —
	<u>\$ 99,055</u>	<u>\$ 1,149</u>	<u>\$ 2,299</u>	<u>\$ 95,607</u>	<u>\$ —</u>

(1) Includes the outstanding principal amount under the credit agreement, the table does not include interest expense or other fees payable under this floating rate facility as we cannot predict the timing of future borrowings and repayments or interest rates to be charged.

(2) This table reflects only the minimum amount of interest and commitment fees due, which as of December 31, 2017 includes a commitment fee equal to 0.375% per year of the unused portion of the borrowing base of our credit agreement. The table does not include interest expense as we cannot predict the timing of future borrowings and repayments or interest rates to be charged. See Note 5—Debt to our consolidated financial statements and related notes included elsewhere in this Annual Report.

### Critical Accounting Policies

The discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with GAAP. Below, we have provided expanded discussion of our more significant accounting policies, estimates and judgments. We believe these accounting policies reflect our more significant estimates and assumptions used in preparation of our financial statements. See the notes to our consolidated financial statements included elsewhere in this Annual Report for additional information regarding these accounting policies.

#### Use of Estimates

Certain amounts included in or affecting our consolidated financial statements and related disclosures must be estimated by our management, requiring certain assumptions to be made with respect to values or conditions that cannot be known with certainty at the time the consolidated financial statements are prepared. These estimates and assumptions affect the amounts we report for assets and liabilities and our disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Actual results could differ from those estimates.

We evaluate these estimates on an ongoing basis, using historical experience, consultation with experts and other methods we consider reasonable in the particular circumstances. Nevertheless, actual results may differ significantly from our estimates.

Any effects on our business, financial position or results of operations resulting from revisions to these estimates are recorded in the period in which the facts that give rise to the revision become known. Significant items subject to such estimates and assumptions include estimates of proved oil and natural gas reserves and related present value estimates of future net cash flows therefrom, the carrying value of oil and natural gas properties and unit-based compensation.

#### ***Method of Accounting for Oil and Natural Gas Properties***

We account for oil and natural gas producing activities using the full cost method of accounting. Accordingly, all costs incurred in the acquisition, exploration and development of proved oil and natural gas properties, including the costs of abandoned properties, dry holes, geophysical costs and annual lease rentals are capitalized. Sales or other dispositions of oil and natural gas properties are accounted for as adjustments to capitalized costs, with no gain or loss recorded unless the ratio of cost to proved reserves would significantly change.

Depletion of evaluated oil and natural gas properties is computed on the units of production method, whereby capitalized costs plus estimated future development costs are amortized over total proved reserves.

Costs associated with unevaluated properties are excluded from the full cost pool until we have made a determination as to the existence of proved reserves. We assess all items classified as unevaluated property on an annual basis for possible impairment. We assess properties on an individual basis or as a group if properties are individually insignificant. The assessment includes consideration of the following factors, among others: intent to drill; remaining lease term; geological and geophysical evaluations; drilling results and activity; the assignment of proved reserves; and the economic viability of development if proved reserves are assigned. During any period in which these factors indicate an impairment, the cumulative drilling costs incurred to date for such property and all or a portion of the associated leasehold costs are transferred to the full cost pool and are then subject to amortization.

#### ***Oil and Natural Gas Reserve Quantities and Standardized Measure of Discounted Future Net Cash Flows***

Our independent engineers and technical staff prepare our estimates of oil and natural gas reserves and associated future net cash flows. The SEC has defined proved reserves as the estimated quantities of oil and natural gas which geological and engineering data demonstrate with reasonable certainty to be recoverable in future years from known reservoirs under existing economic and operating conditions. The process of estimating oil and natural gas reserves is complex, requiring significant decisions in the evaluation of available geological, geophysical, engineering and economic data. The data for a given property may also change substantially over time as a result of numerous factors, including additional development activity, evolving production history and a continual reassessment of the viability of production under changing economic conditions. As a result, material revisions to existing reserve estimates occur from time to time. Although every reasonable effort is made to ensure that reserve estimates reported represent the most accurate assessments possible, the subjective decisions and variances in available data for various properties increase the likelihood of significant changes in these estimates. If such changes are material, they could significantly affect future amortization of capitalized costs and result in impairment of assets that may be material.

There are numerous uncertainties inherent in estimating quantities of proved oil and natural gas reserves. Oil and natural gas reserve engineering is a subjective process of estimating underground accumulations of oil and natural gas that cannot be precisely measured and the accuracy of any reserve estimate is a function of the quality of available data and of engineering and geological interpretation and judgment. Results of drilling, testing and production subsequent to the date of the estimate may justify revision of such estimate. Accordingly, reserve estimates are often different from the quantities of oil and natural gas that are ultimately recovered.

#### ***Royalty Interest and Revenue Recognition***

Royalty interests represent the right to receive revenues (oil and natural gas sales), less production and operating taxes and post-production costs. Revenue is recorded when title passes to the purchaser.

Holders of royalty interests have no rights or obligations to explore, develop or operate the property and do not incur any of the costs of exploration, development and operation of the property.

#### ***Impairment***

The net capitalized costs of proved oil and natural gas properties are subject to a full cost ceiling limitation in which the costs are not allowed to exceed their related estimated future net revenues discounted at 10%. To the extent capitalized costs of evaluated oil and natural gas properties, net of accumulated depreciation, depletion, amortization, impairment and deferred income taxes exceed the discounted future net revenues of proved oil and natural gas reserves, less any related income tax effects, the

excess capitalized costs are charged to expense. In calculating future net revenues, prices are calculated as the average oil and gas prices during the preceding 12-month period prior to the end of the current reporting period, determined as the unweighted arithmetic average first-day-of-the-month prices for the prior 12-month period and costs used are those as of the end of the appropriate quarterly period.

### ***Accounting for Unit-Based Compensation***

Unit-based compensation grants are measured at their grant date fair value and related compensation cost is recognized over the vesting period of the grant. The LTIP and related accounting policies are defined and described more fully in Note 7—Unit-Based Compensation to our audited consolidated financial statements included elsewhere in this Annual Report. The determination of the fair value of an award requires significant estimates and subjective judgments regarding, among other things, the appropriate option pricing model, the expected life of the award and forfeiture rate assumptions. Estimates of the fair value of unit options granted during the year ended December 31, 2017, were completed using a Black-Scholes option valuation model, which requires us to make several assumptions.

### ***Recent Accounting Pronouncements***

#### *Recently Issued Pronouncements*

In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update 2014-09, “Revenue from Contracts with Customers”. This update supersedes most of the existing revenue recognition requirements in GAAP and requires (i) an entity to recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services and (ii) requires expanded disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows from contracts with customers.

We will adopt this Accounting Standards Update effective January 1, 2018 using the modified retrospective approach. We have reviewed various contracts that represent our material revenue streams and determined that there will be no impact to our financial position, results of operations or liquidity. Upon adoption of this Accounting Standards Update, we will not be required to record a cumulative effect adjustment due to the new Accounting Standards Update not having a quantitative impact compared to existing GAAP. Also, upon adoption of this Accounting Standards Update, we will not be required to alter our existing information technology and internal controls outside of ongoing contract review processes in order to identify impacts of future revenue contracts entered into by us. We do not anticipate the disclosure requirements under the Accounting Standards Update to have a material change on how we present information regarding our revenue streams as compared to existing GAAP.

In January 2016, the Financial Accounting Standards Board issued Accounting Standards Update 2016-01, “Financial Instruments—Overall”. This update applies to any entity that holds financial assets or owes financial liabilities. This update requires equity investments (except for those accounted for under the equity method or those that result in consolidation of the investee) to be measured at fair value with changes in fair value recognized in net income. We will adopt this standard effective January 1, 2018 by means of a cumulative-effect adjustment which will decrease Unitholders’ Equity and bring the fair value of our investment to \$15.2 million or \$15.20 per unit for that investment.

In November 2016, the Financial Accounting Standards Board issued Accounting Standards Update 2016-18, “Statement of Cash Flows - Restricted Cash”. This update affects entities that have restricted cash or restricted cash equivalents. We will adopt this updated retrospectively effective January 1, 2018. The adoption of this update will only effect the presentation on the Statement of Cash Flows.

In January 2017, the Financial Accounting Standards Board issued Accounting Standards Update 2017-01, “Business Combinations - Clarifying the Definition of a Business”. This update applies to all entities that must determine whether they acquired or sold a business. This update provides a screen to determine when a set is not a business. The screen requires that when substantially all of the fair value of the gross assets acquired (or disposed of) is concentrated in a single identifiable asset or a group of similar identifiable assets, the set is not a business. We will adopt this update prospectively effective January 1, 2018. The adoption of this update will not have an impact on our financial position, results of operations or liquidity.

#### *Accounting Pronouncements Not Yet Adopted*

In February 2016, the Financial Accounting Standards Board issued Accounting Standards Update 2016-02, “Leases”. This update applies to any entity that enters into a lease, with some specified scope exemptions. Under this update, a lessee should recognize in the statement of financial position a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term. While there were no major changes to the lessor accounting,

changes were made to align key aspects with the revenue recognition guidance. This update will be effective for public entities for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years, with early adoption permitted. Entities will be required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. As of the filing date, we were not the lessor or lessee of any leases other than mineral leases which were excluded from the scope of this Accounting Standards Update. Therefore, we believe the adoption of this update will not have an impact on our financial position, results of operations or liquidity.

In June 2016, the Financial Accounting Standards Board issued Accounting Standards Update 2016-13, "Financial Instruments - Credit Losses". This update affects entities holding financial assets and net investment in leases that are not accounted for at fair value through net income. The amendments affect loans, debt securities, trade receivables, net investments in leases, off-balance sheet credit exposures, reinsurance receivables, and any other financial assets not excluded from the scope that have the contractual right to receive cash. This update will be effective for financial statements issued for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. This update will be applied through a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is effective. We do not believe the adoption of this standard will have an impact on our financial statements since we do not have a history of credit losses.

### ***Inflation***

Inflation in the United States has been relatively low in recent years and did not have a material impact on our results of operations for the years ended December 31, 2017, 2016 and 2015. Although the impact of inflation has been insignificant in recent years, it continues to be a factor in the U.S. economy and our operators do experience inflationary pressure on the costs of oilfield services and equipment as drilling activity increases in the areas in which our properties are located.

### **Off-Balance Sheet Arrangements**

We currently have no off-balance sheet arrangements.

## **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We are exposed to market risk, including the effects of adverse changes in commodity prices and interest rates as described below. The primary objective of the following information is to provide quantitative and qualitative information about our potential exposure to market risks. The term "market risk" refers to the risk of loss arising from adverse changes in oil and natural gas prices and interest rates. The disclosures are not meant to be precise indicators of expected future losses, but rather indicators of reasonably possible losses.

### ***Commodity Price Risk***

Our major market risk exposure is in the pricing applicable to the oil and natural gas production of our operators. Realized pricing is primarily driven by the prevailing worldwide price for crude oil and spot market prices applicable to our natural gas production. Pricing for oil and natural gas production has been volatile and unpredictable, particularly during the past year, and we expect this volatility to continue in the future. The prices that our operators receive for production depend on many factors outside of our or their control.

### ***Credit Risk***

We are subject to risk resulting from the concentration of royalty interest revenues in producing oil and natural gas properties and receivables with several significant purchasers. For the year ended December 31, 2017, two purchasers each accounted for more than 10% of royalty interest revenue: Shell Trading (US) Company, or Shell Trading (47%) and RSP Permian LLC (23%). For the year ended December 31, 2016, two purchasers each accounted for more than 10% of royalty interest revenue: Shell Trading (57%) and RSP Permian LLC (32%). For the year ended December 31, 2015, two purchasers each accounted for more than 10% of royalty interest revenue: Shell Trading (68%) and RSP Permian LLC (25%). We do not require collateral and do not believe the loss of any single purchaser would materially impact our operating results, as crude oil and natural gas are fungible products with well-established markets and numerous purchasers.

### ***Interest Rate Risk***

We are subject to market risk exposure related to changes in interest rates on our indebtedness under our credit agreement. The terms of our credit agreement provide for interest on borrowings at a floating rate equal to an alternative base rate (which is equal to the greatest of the prime rate, the Federal Funds effective rate plus 0.50% and 3-month LIBOR plus 1.0%) or LIBOR, in

each case plus the applicable margin. The applicable margin ranges from 0.75% to 1.75% in the case of the alternative base rate and from 1.75% to 2.75% per annum in the case of LIBOR, in each case depending on the amount of loans and letters of credit outstanding in relation to the commitment, which is defined as the lesser of the maximum credit amount and the borrowing base. As of December 31, 2017, we had \$93.5 million in outstanding borrowings under our credit agreement with a weighted average rate of 3.19%. An increase or decrease of 1% in the interest rate would have a corresponding decrease or increase in our interest expense of approximately \$0.9 million based on the \$93.5 million outstanding in the aggregate under our credit agreement on December 31, 2017.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

The information required by this item appears beginning on page F-1 of this report.

**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. CONTROLS AND PROCEDURES**

*Evaluation of Disclosure Control and Procedures.* Under the direction of the Chief Executive Officer and Chief Financial Officer of our general partner, we have established disclosure controls and procedures, as defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act, that are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. The disclosure controls and procedures are also intended to ensure that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer of our general partner, as appropriate to allow timely decisions regarding required disclosures. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

As of December 31, 2017, an evaluation was performed under the supervision and with the participation of management, including the Chief Executive Officer and Chief Financial Officer of our general partner, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rule 13a-15(b) under the Exchange Act. Based upon the evaluation, the Chief Executive Officer and Chief Financial Officer of our general partner have concluded that as of December 31, 2017, our disclosure controls and procedures are effective.

*Changes in Internal Control over Financial Reporting.* There have not been any changes in our internal control over financial reporting that occurred during the year ended December 31, 2017 that have materially affected, or are reasonably likely to materially affect, internal controls over financial reporting.

## MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of our general partner is responsible for establishing and maintaining adequate internal control over financial reporting of the Partnership. The Partnership's internal control over financial reporting is a process designed under the supervision of the Chief Executive Officer and Chief Financial Officer of our general partner to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the Partnership's financial statements for external purposes in accordance with generally accepted accounting principles.

Management conducted an evaluation of the effectiveness of the Partnership's internal control over financial reporting based on the framework in the 2013 Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on its evaluation under the framework in the 2013 Internal Control-Integrated Framework, management did not identify any material weaknesses in the Partnership's internal control over financial reporting and determined that the Partnership maintained effective internal control over financial reporting as of December 31, 2017.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As an entity with less than \$1 billion in revenue during our last fiscal year, we qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. As an emerging growth company, we may take advantage of specified reduced reporting and other regulatory requirements for up to five years from our IPO that are otherwise applicable generally to public companies. As an emerging growth company, we are taking advantage of the exemption from the auditor attestation requirement on the effectiveness of our system of internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

None.

**PART III****ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE****Management of Viper Energy Partners LP**

We are managed and operated by the board of directors and executive officers of our general partner, the latter of whom are employed by Diamondback.

Diamondback owns all the membership interests in our general partner. As a result of owning our general partner, Diamondback has the right to appoint all members of the board of directors of our general partner, including the independent directors. Our unitholders are not entitled to elect our general partner or its directors or otherwise directly participate in our management or operation. Our general partner owes certain duties to our unitholders as well as a fiduciary duty to its owner.

The executive officers of our general partner manage the day-to-day affairs of our business. All of the executive officers of our general partner also serve as executive officers of Diamondback. The executive officers listed below allocate their time between managing our business and the business of Diamondback.

**Executive Officers and Directors of Our General Partner**

The following table shows information for the executive officers and directors of our general partner as of January 31, 2018. Directors hold office until their successors have been elected or qualified or until the earlier of their death, resignation, removal or disqualification. Executive officers serve at the discretion of the board. There are no family relationships among any of our directors or executive officers.

<b>Name</b>	<b>Age</b>	<b>Position With Our General Partner</b>
Travis D. Stice	56	Chief Executive Officer, Director
Kaes Van't Hof	31	President
Teresa L. Dick	48	Chief Financial Officer, Executive Vice President and Assistant Secretary
Russell Pantermuehl	58	Executive Vice President—Reservoir Engineering
Thomas F. Hawkins	63	Senior Vice President—Land
Randall J. Holder	64	Executive Vice President, General Counsel and Secretary
Paul S. Molnar	61	Executive Vice President—Exploration and Business Development
Steven E. West	57	Executive Chairman, Director
W. Wesley Perry	61	Director
Spencer D. Armour	63	Director
Michael L. Hollis	42	Director
James L. Rubin	33	Director
Rosalind Redfern Grover	76	Director

**Travis D. Stice.** Mr. Stice has served as Chief Executive Officer and a director of our general partner since February 2014. He has served as Chief Executive Officer of Diamondback since January 2012 and as a director since November 2012. Prior to his positions with us and Diamondback, Mr. Stice served as its President and Chief Operating Officer from April 2011 to January 2012. From November 2010 to April 2011, Mr. Stice served as a Production Manager of Apache Corporation, an oil and gas exploration company. Mr. Stice served as a Vice President of Laredo Petroleum Holdings, Inc., an oil and gas exploration company, from September 2008 to September 2010 and as a Development Manager of ConocoPhillips/Burlington Resources Mid-Continent Business Unit, an oil and gas exploration company, from April 2006 until August 2008. Prior to that, Mr. Stice held a series of positions at Burlington Resources, an oil and gas exploration company, most recently as a General Manager, Engineering, Operations and Business Reporting of its Mid Continent Division from January 2001 until Burlington Resources' acquisition by ConocoPhillips in March 2006. Mr. Stice has over 26 years of experience in production operations, reservoir engineering, production engineering and unconventional oil and gas exploration and over 18 years of management experience. Mr. Stice graduated from

Texas A&M University with a Bachelor of Science degree in Petroleum Engineering. He is a registered engineer in the State of Texas, and is a 25-year member of the Society of Petroleum Engineers.

We believe Mr. Stice's expertise and extensive industry and executive management experience, including at Diamondback, make him a valuable asset to the board of directors of our general partner.

**Kaes Van't Hof.** Mr. Van't Hof has served as President of our general partner since March 2017. Mr. Van't Hof joined Diamondback in July 2016 as Vice President-Strategy and Corporate Development and was promoted to Senior Vice President-Strategy and Corporate Development in February 2017. Prior to his positions with us and Diamondback, Mr. Van't Hof served as Chief Executive Officer for Bison Drilling and Field Services from September 2012 to June 2016. From August 2011 to August 2012, Mr. Van't Hof was an analyst for Wexford Capital LP responsible for developing operating models and business plans, including in connection with our initial public offering, and before that worked for the Investment Banking-Financial Institutions Group of Citigroup Global Markets, Inc. from February 2010 to July 2011. Mr. Van't Hof was a professional tennis player from May 2008 to January 2010. Mr. Van't Hof received a Bachelor of Science in Accounting and Business Administration from the University of Southern California.

**Teresa L. Dick.** Ms. Dick has served as Chief Financial Officer and Executive Vice President of our general partner since February 2017 and served as Chief Financial Officer and Senior Vice President from February 2014 to February 2017. She has also served as Diamondback's Executive Vice President and Chief Financial Officer since February 2017, as its Chief Financial Officer and Senior Vice President from November 2009 to February 2017 and as its Corporate Controller from November 2007 until November 2009. From June 2006 to November 2007, Ms. Dick held a key management position as the Controller/Tax Director at Hiland Partners, a publicly traded midstream energy master limited partnership. Ms. Dick has over 19 years of accounting experience, including over eight years of public company experience in both audit and tax areas. Ms. Dick received her Bachelor of Business Administration degree in Accounting from the University of Northern Colorado. She is a certified public accountant and a member of the American Institute of CPAs and the Council of Petroleum Accountants Societies.

**Russell Pantermuehl.** Mr. Pantermuehl has served as Executive Vice President-Reservoir Engineering of our general partner since February 2017 and served as Vice President-Reservoir Engineering from February 2014 to February 2017. He has also served as Diamondback's Executive Vice President-Reservoir Engineering since February 2017, and served as Vice President-Reservoir Engineering from August 2011 to February 2017. Prior to his positions with us and Diamondback, Mr. Pantermuehl served as a reservoir engineering supervisor for Concho Resources Inc., an oil and gas exploration company, from March 2010 to August 2011. Mr. Pantermuehl worked for ConocoPhillips Company as a reservoir engineering advisor from January 2005 to March 2010. Mr. Pantermuehl also worked as an independent consultant in the oil and gas industry from March 2000 to December 2004. He received a Bachelor of Science degree in Petroleum Engineering from Texas A&M University.

**Thomas F. Hawkins.** Mr. Hawkins has served as Senior Vice President-Land of our general partner since March 2017. He has also served as Diamondback's Senior Vice President-Land since March 2017. Prior to his positions with us and Diamondback, Mr. Hawkins was an independent consultant for land activities from July 2016 to February 2017. Mr. Hawkins has over 38 years of experience in the oil and gas industry. Mr. Hawkins spent seven years with Oasis Petroleum Inc., an oil and gas company, as its Senior Vice President of Land or in related capacities from March 2009 to June 2016. Until February 2009, Mr. Hawkins spent 31 years with ConocoPhillips and Burlington Resources (which ConocoPhillips acquired in 2006). During that time, Mr. Hawkins held various operations and managerial positions in the land, marketing, planning and the corporate acquisitions and divestitures groups. Mr. Hawkins has worked in several major regions in the continental United States, including the San Juan Basin, the Williston Basin and the Austin Chalk/Wilcox Trends in South Texas. Mr. Hawkins holds a Bachelor of Business Administration in Finance from the University of Texas at El Paso.

**Randall J. Holder.** Mr. Holder has served as Executive Vice President, General Counsel and Secretary of our general partner since February 2017 and served as Vice President, General Counsel and Secretary from February 2014 to February 2017. He has also served as Diamondback's Executive Vice President, General Counsel and Secretary since February 2017, and served as its Vice President, General Counsel and Secretary from October 2012 to February 2017, and as General Counsel and Vice President from November 2011 to October 2012. Prior to his positions with us and Diamondback, Mr. Holder served as General Counsel and Vice President for Great White Energy Services LLC, an oilfield services company, from November 2008 to November 2011. He served as Executive Vice President and General Counsel for R.L. Hudson and Company, a supplier of molded rubber and plastic components, from February 2007 to October 2008. He was in private practice of law and a member of Holder Betz LLC from February 2005 to February 2007. Mr. Holder served as Vice President and Assistant General Counsel for Dollar Thrifty Automotive Group, a vehicle rental company, from January 2003 to February 2005 and as Vice President and General Counsel for Thrifty Rent-A-Car System, Inc., a vehicle rental company, from September 1996 to December 2002. He also served as Vice President and General Counsel for Pentastar Transportation Group, Inc. from November 1992 to September 1996, which was

wholly-owned by Chrysler Corporation. Mr. Holder started his legal career with Tenneco Oil Company where he served as a Division Attorney providing legal services to the company's mid-continent division for ten years. He received a Juris Doctorate degree from Oklahoma City University.

**Paul S. Molnar.** Mr. Molnar has served as our Executive Vice President-Exploration and Business Development since January 2017 and served as our Vice President-Geoscience from February 2014 to January 2017. Mr. Molnar joined Diamondback in August 2011 as Vice President-Geoscience and was promoted to Executive Vice President-Exploration and Business Development effective January 1, 2017. Prior to joining us and Diamondback, Mr. Molnar served as a Senior District Geologist for Samson Investment Company, an oil and gas exploration company, from March 2011 to August 2011. Mr. Molnar worked as an asset supervisor and geosciences supervisor for ConocoPhillips Company from April 2006 to February 2011. Mr. Molnar also worked as a geologic advisor for Burlington Resources, an oil and gas exploration company, from December 1996 to March 2006. Mr. Molnar has over 31 years of industry experience. Mr. Molnar received a Bachelor of Science degree in Geoscience from the State University of New York, College at Buffalo and a Master of Science degree in Geology from the State University of New York, University at Buffalo.

**Steven E. West.** Mr. West has served as a director and Executive Chairman of our general partner since February 2014. Mr. West has also served as a director of Diamondback since December 2011 and as its Chairman of the Board since October 2012. He served as Diamondback's Chief Executive Officer from January 1, 2009 to December 31, 2011. From January 2011 until December 2016, Mr. West was a partner at Wexford Capital LP, focusing on Wexford's private equity energy investments. From August 2006 until December 2010, Mr. West served as senior portfolio advisor at Wexford. From August 2003 until August 2006, he was the chief financial officer of Sunterra Corporation, a former Wexford portfolio company. From December 1993 until July 2003, Mr. West held senior financial positions at Coast Asset Management and IndyMac Bank. Prior to that, he worked at First Nationwide Bank, Lehman Brothers and Peat Marwick Mitchell & Co., the predecessor of KPMG LLP. Mr. West holds a Bachelor of Science degree in Accounting from California State University, Chico.

We believe that Mr. West's background in finance, accounting and private equity energy investments, as well as his executive management skills developed as part of his career with Wexford, its portfolio companies and other financial institutions qualify him to serve on the board of directors of our general partner.

**W. Wesley Perry.** Mr. Perry has been a member of the board of directors of our general partner since June 2014. Mr. Perry has served as a director of Genie Energy Ltd., an independent retail energy provider, since October 2011, currently serves as the chair of its audit committee and a member of its compensation, nominating, corporate governance and technology committees and has served as the chairman of the board of directors of Genie Energy International Corporation since September 2009. Mr. Perry also serves as manager of PBEX, LLC, an oil and gas exploration and development company, a position he has held since July 2012. Mr. Perry has served as manager of S.E.S. Investments, Ltd., an oil and gas investment company, since 1985. He has served as Chief Executive Officer of E.G.L. Resources, Inc., an oil and gas production company, since July 2008 and served as its President from 2003 to July 2008. Mr. Perry was a director of UTG, Inc., an insurance holding company, from 2001 to 2013 and served on its Audit Committee. Mr. Perry served on the Midland City Council from 2002 to 2008 and as Mayor of Midland from 2008 through 2014. He is the President of the Milagros Foundation and a trustee of the Abell-Hangar Foundation. He has a Bachelor of Science degree in Engineering from the University of Oklahoma.

We believe that Mr. Perry's extensive experience in the oil and gas industry and his strong financial background qualify him to serve on the board of directors of our general partner.

**Spencer D. Armour.** Mr. Armour has been a member of the board of directors of our general partner since July 2017. Mr. Armour has over 30 years of executive and entrepreneurial experience in the energy services industry. Mr. Armour currently serves as President of PT Petroleum LLC in Midland, Texas. He was the Vice President of Corporate Development for Basic Energy Services, Inc. from 2007 to 2008, which acquired Sledge Drilling Corp., a company Mr. Armour co-founded and served as Chief Executive Officer for from 2005 to 2006. From 1998 through 2005, he served as Executive Vice President of Patterson-UTI Energy, Inc., which acquired Lone Star Mud, Inc., a company Mr. Armour founded and served as President from 1986 to 1997. Mr. Armour has served as a director of ProPetro Holding Corp. since February 2013. Mr. Armour also served on the Patterson-UTI Board of Directors from 1999 through 2001. Mr. Armour received a Bachelor of Science in Economics from the University of Houston and was appointed to the University of Houston System Board of Regents in 2011 by former Texas Governor Rick Perry.

We believe that Mr. Armour's extensive experience in the oil and gas industry qualify him to serve on the board of directors of our general partner.

**Michael L. Hollis.** Mr. Hollis has been a member of the board of directors of our general partner since June 2014. He has served as Chief Operating Officer of Diamondback since July 2015 and before that served as Vice President-Drilling of

Diamondback since September 2011. Prior to his positions with Diamondback, Mr. Hollis served in various roles, most recently as drilling manager at Chesapeake Energy Corporation, an oil and gas exploration company, from June 2006 to September 2011. He worked for ConocoPhillips Company as a senior drilling engineer from January 2002 to June 2006 and as a process engineer from 2001 to 2003. Mr. Hollis also worked as a production engineer for Burlington Resources from 1998 to 2001 as well as from June 2003 to January 2004. Mr. Hollis received his Bachelor of Science degree in Chemical Engineering from Louisiana State University.

We believe that Mr. Hollis' extensive experience in the oil and gas industry, including at Diamondback, qualifies him to serve on the board of directors of our general partner.

**James L. Rubin.** Mr. Rubin has been a member of the board of directors of our general partner since June 2014. He has served as a partner at Wexford since 2012 and currently serves as Portfolio Manager and Co-Head of Equities and as a member of Wexford's hedge fund investment committee. From 2006 to 2012, he served as an analyst and later as Vice President, focusing on Wexford's public and private energy investments. Mr. Rubin graduated cum laude from Yale University with a Bachelor of Arts degree with honors in political science and economics.

We believe that Mr. Rubin's strong financial background qualifies him to serve on the board of directors of our general partner.

**Rosalind Redfern Grover.** Ms. Grover has been a member of the board of directors of our general partner since December 2014. Ms. Grover served as Chairman of the Board of Flag-Redfern Oil Company until the company was sold to Kerr-McGee Corporation in 1988. She has served as the President of Redfern Enterprises, Inc., an independent oil and gas producer, since 1989 and as the Chief Executive Officer of Redfern & Grover Resources, LLC, an independent oil and gas producer, since 2014. Ms. Grover holds Bachelors and Masters degrees from the University of Arizona.

We believe that Ms. Grover's extensive experience in the oil and gas industry, including with oil and gas partnerships, qualifies her to serve on the board of directors of our general partner.

### **Director Independence**

The board of directors of our general partner has seven directors, three of whom are independent as defined under the independence standards established by Nasdaq and the Exchange Act. W. Wesley Perry, Spencer D. Armour and Rosalind Redfern Grover serve as the independent members of the board of directors of our general partner. Nasdaq does not require a listed publicly traded partnership, such as ours, to have a majority of independent directors on the board of directors of our general partner or to establish a compensation committee or a nominating and corporate governance committee. However, our general partner is required to have an audit committee of at least three members, and all its members are required to meet the independence and experience standards established by Nasdaq and the Exchange Act.

### **Board Leadership Structure and Role in Risk Oversight**

Leadership of our general partner's board of directors is vested in the Executive Chairman. Steven E. West serves as the Executive Chairman of the board of directors of our general partner and as Chairman of the board of Diamondback. Our general partner's board of directors has determined that the combined roles of Executive Chairman of the board of directors of our general partner and Chairman of the board of Diamondback allows the board of directors to take advantage of the leadership skills of Mr. West and that Mr. West's in-depth knowledge of, and experience in, our business, history, structure and organization facilitates timely communications between the board of directors of Diamondback and the board of directors of our general partner.

As a partnership engaged in the oil and natural gas industry, we face a number of risks, including risks associated with supply of and demand for oil and natural gas, volatility of oil and natural gas prices, exploring for, developing, producing and delivering oil and natural gas, declining production, environmental and other government regulations and taxes, weather conditions that can affect oil and natural gas operations over a wide area, adequacy of our insurance coverage, political instability or armed conflict in oil and natural gas producing regions and the overall economic environment. Management is responsible for the day-to-day management of risks we face as a partnership, while the board of directors of our general partner, as a whole and through its committees, has responsibility for the oversight of risk management. In its risk oversight role, the board of directors of our general partner has the responsibility to satisfy itself that the risk management processes designed and implemented by management are adequate and functioning as designed.

The board of directors of our general partner believes that full and open communication between management and the board is essential for effective risk management and oversight. The Executive Chairman of the board of directors of our general

partner meets regularly with the Chief Executive Officer and the Chief Financial Officer to discuss strategy and risks facing the partnership. Executive officers may attend the board meetings of our general partner and are available to address any questions or concerns raised by the board on risk management-related and any other matters. Other members of our management team periodically attend the board meetings or are otherwise available to confer with the board to the extent their expertise is required to address risk management matters. Periodically, the board of directors of our general partner receives presentations from senior management on strategic matters involving our operations. During such meetings, the board also discusses strategies, key challenges, and risks and opportunities for the partnership with senior management.

While the board of directors of our general partner is ultimately responsible for risk oversight at the partnership, its two committees assist the board in fulfilling its oversight responsibilities in certain areas of risk. The audit committee assists the board in fulfilling its oversight responsibilities with respect to risk management in the areas of financial reporting, internal controls and compliance with legal and regulatory requirements, and discusses policies with respect to risk assessment and risk management. The conflicts committee assists the board in fulfilling its oversight responsibilities with respect to specific matters that the board believes may involve conflicts of interest.

### **Meetings of the Board of Directors**

During 2017, the board of directors of our general partner met three times. Each director attended at least 86% of the meetings of the board and the committees of the board on which he or she served that occurred during 2017.

### **Communications with Directors**

Unitholders or interested parties may communicate directly with the board of directors of our general partner, any committee of the board, any independent directors, or any one director, by sending written correspondence by mail addressed to the board, committee or director to the attention of our Secretary at the following address: c/o Secretary, Viper Energy Partners LP, 500 West Texas, Suite 1200, Midland, Texas. Communications are distributed to the board of directors, committee of the board of directors, or director as appropriate, depending on the facts and circumstances outlined in the communication. Commercial solicitations or communications will not be forwarded.

### **Committees of the Board of Directors**

The board of directors of our general partner has an audit committee and a conflicts committee. We do not have a compensation committee or a nominating and corporate governance committee. Rather, the board of directors of our general partner has authority over compensation matters and nominating and corporate governance matters.

#### ***Audit Committee***

The audit committee assists the board of directors in its oversight of the integrity of our financial statements and our compliance with legal and regulatory requirements and partnership policies and controls. The audit committee has the sole authority to retain and terminate our independent registered public accounting firm, approve all auditing services and related fees and the terms thereof performed by our independent registered public accounting firm, and pre-approve any non-audit services and tax services to be rendered by our independent registered public accounting firm. The audit committee is also responsible for confirming the independence and objectivity of our independent registered public accounting firm. Our independent registered public accounting firm has unrestricted access to the audit committee and our management, as necessary. The audit committee met four times during 2017. The audit committee has adopted a charter, which is available on our website under the “corporate governance” section at <http://ir.viperenergy.com>.

W. Wesley Perry, Spencer D. Armour and Rosalind Redfern Grover currently serve on the audit committee, and Mr. Perry serves as the chairman. The board or directors of our general partner has determined that each of W. Wesley Perry, Spencer D. Armour and Rosalind Redfern Grover meet the independence and experience standards established by Nasdaq and the Exchange Act and that Mr. Perry is an “audit committee financial expert” as defined under SEC rules.

#### ***Conflicts Committee***

Our conflicts committee reviews specific matters that the board believes may involve conflicts of interest and determines to submit to the conflicts committee for review. The conflicts committee determines if the resolution of the conflict of interest is in our best interest. The members of the conflicts committee may not be officers or employees of our general partner or directors, officers or employees of its affiliates, including Diamondback, and must meet the independence standards established by Nasdaq and the Exchange Act to serve on an audit committee of a board of directors, along with other requirements in our partnership

agreement. Any matters approved by the conflicts committee will be conclusively deemed to be approved by us and all of our partners and not a breach by our general partner of any duties it may owe us or our unitholders. W. Wesley Perry, Spencer D. Armour and Rosalind Redfern Grover are the members of the conflicts committee, which was formed in January 2015.

### **Section 16(a) Beneficial Ownership Reporting Compliance**

Section 16(a) of the Exchange Act requires our general partner's board of directors and officers, and persons who own more than 10% of a class of our equity securities registered pursuant to Section 12 of the Exchange Act, to file reports of beneficial ownership and reports of changes in beneficial ownership of such securities with the SEC. Directors, officers and greater than 10% unitholders are required by SEC regulations to furnish to us copies of all Section 16(a) forms they file with the SEC.

Based solely on a review of the copies of reports on Forms 3, 4 and 5 and amendments thereto furnished to us and written representations from the executive officers and directors of our general partner, we believe that during the year ended December 31, 2017 the officers and directors of our general partner and beneficial owners of more than 10% of our equity securities registered pursuant to Section 12 were in compliance with the applicable requirements of Section 16(a).

### **Corporate Governance**

The board of directors of our general partner has adopted a Code of Business Conduct and Ethics, or Code of Ethics, that applies to all employees, including executive officers, and directors. Amendments to or waivers from the Code of Ethics will be disclosed on our website. We have also made the Code of Ethics available on our website under the "Corporate Governance" section at <http://ir.viperenergy.com>.

### **Reimbursement of Expenses of our General Partner**

Our partnership agreement requires us to reimburse our general partner and its affiliates, including Diamondback, for all expenses they incur and payments they make on our behalf in connection with operating our business. Our partnership agreement does not set a limit on the amount of expenses for which our general partner and its affiliates may be reimbursed. These expenses include salary, bonus, incentive compensation and other amounts paid to persons who perform services for us or on our behalf and expenses allocated to our general partner by its affiliates. Our partnership agreement provides that our general partner will determine the expenses that are allocable to us.

## **ITEM 11. EXECUTIVE COMPENSATION**

### **Compensation Discussion and Analysis**

As is commonly the case for publicly traded limited partnerships, we have no officers. Our general partner has the sole responsibility for conducting our business and for managing our operations, and its board of directors and executive officers make decisions on our behalf. Our general partner's executive officers are employed and compensated by Diamondback or a subsidiary of Diamondback. All of the executive officers that are responsible for managing our day-to-day affairs are also current executive officers of Diamondback.

All of the executive officers of our general partner have responsibilities to both us and Diamondback and allocate their time between managing our business and managing the business of Diamondback. Since all of these executive officers are employed by Diamondback or one of its subsidiaries, the responsibility and authority for compensation-related decisions for them resides with Diamondback's compensation committee. Diamondback has the ultimate decision-making authority with respect to the total compensation of the executive officers that are employed by Diamondback including, subject to the terms of the partnership agreement, the portion of that compensation that is allocated to us pursuant to Diamondback's allocation methodology. Any such compensation decisions are not subject to any approvals by the board of directors of our general partner or any committees thereof. However, all determinations with respect to awards that are made to executive officers, key employees and non-employee directors under the LTIP are made by the board of directors of our general partner. Please see the description of the LTIP below under the heading "Long-Term Incentive Plan."

The executive officers of our general partner, as well as the employees of Diamondback who provide services to us, may participate in employee benefit plans and arrangements sponsored by Diamondback, including plans that may be established in the future. Certain of our general partner's executive officers and employees and certain employees of Diamondback who provide services to us currently hold grants under Diamondback's equity incentive plans. Except with respect to any awards that may be granted under the LTIP, the executive officers of our general partner do not receive separate amounts of compensation in relation to the services they provide to us. In accordance with the terms of our partnership agreement, we reimburse Diamondback for

compensation related expenses attributable to the portion of the executive's time dedicated to providing services to us. Although we bear an allocated portion of Diamondback's costs of providing compensation and benefits to employees who serve as executive officers of our general partner, we have no control over such costs and did not establish and do not direct the compensation policies or practices of Diamondback. Except with respect to awards granted under the LTIP, compensation paid or awarded by us in 2017 consisted only of the portion of compensation paid by Diamondback that is allocated to us and our general partner pursuant to Diamondback's allocation methodology and subject to the terms of the partnership agreement.

A full discussion of the compensation programs for Diamondback's executive officers and the policies and philosophy of the compensation committee of Diamondback's board of directors will be set forth in Diamondback's 2018 proxy statement under the heading "Compensation Discussion and Analysis." Specifically, compensation paid directly by us through our LTIP or indirectly by us through reimbursement pursuant to our partnership agreement will be included in the amounts set forth in certain of the tables set forth in Diamondback's 2018 proxy statement, with awards outstanding pursuant to our LTIP separately identified.

#### ***Long-Term Incentive Plan***

In order to incentivize our management and directors to continue to grow our business, the board of directors of our general partner adopted the LTIP for employees, officers, consultants and directors of our general partner and any of its affiliates, including Diamondback, who perform services for us.

The purpose of the LTIP is to provide a means to attract and retain individuals who are essential to our growth and profitability and to encourage them to devote their best efforts to advancing our business by affording such individuals a means to acquire and maintain ownership of awards, the value of which is tied to the performance of our common units. The LTIP provides for the grant of unit options, unit appreciation rights, restricted units, unit awards, phantom units, distribution equivalent rights, cash awards, performance awards, other unit-based awards and substitute awards (collectively, "awards"). These awards are intended to align the interests of employees, officers, consultants and directors with those of our unitholders and to give such individuals the opportunity to share in our long-term performance. Any awards that are made under the LTIP will be approved by the board of directors of our general partner or a committee thereof that may be established for such purpose. We will be responsible for the cost of awards granted under the LTIP.

Our general partner has made grants under the LTIP of (a) phantom units to the non-employee directors of our general partner (see "Director Compensation" below for information regarding those awards) and (b) at the time of our IPO, an aggregate of 2,500,000 unit options to the executive officers of our general partner. Each unit option entitled the recipient to purchase one of our common units. In accordance with the LTIP, the exercise price of the unit options granted could not be less than the market value of our common units on the date of grant. The unit options had an exercise price of \$26.00 per unit, which was the price to the public in our IPO. A third of the unit options vested each year on the anniversary of their grant. All of the unit options automatically expired unexercised on December 31, 2017.

#### ***Administration***

The LTIP is administered by the board of directors of our general partner pursuant to its terms and all applicable state, federal, or other rules or laws. The board of directors of our general partner has the power to determine to whom and when awards will be granted, determine the amount of awards (measured in cash or in shares of our common units), proscribe and interpret the terms and provisions of each award agreement (the terms of which may vary), accelerate the vesting provisions associated with an award, delegate duties under the LTIP and execute all other responsibilities permitted or required under the LTIP.

#### ***Change in Control***

Upon a "change in control" (as defined in the LTIP), the committee may, in its discretion, (i) remove any forfeiture restrictions applicable to an award, (ii) accelerate the time of exercisability or vesting of an award, (iii) require awards to be surrendered in exchange for a cash payment, (iv) cancel unvested awards without payment or (v) make adjustments to awards as the committee deems appropriate to reflect the change in control.

#### ***Termination of Employment or Service***

The consequences of the termination of a participant's employment, consulting arrangement or membership on the board of directors will be determined by the committee in the terms of the relevant award agreement.

**Compensation Report**

Neither we nor the board of directors of our general partner has a compensation committee. The board of directors of our general partner has reviewed and discussed the Compensation Discussion and Analysis set forth above. Based on this review and discussion, the board of directors of our general partner has approved the Compensation Discussion and Analysis for inclusion in this Annual Report.

**The Board of Directors of Viper Energy Partners GP LLC**

Travis D. Stice
Steven E. West
W. Wesley Perry
Spencer D. Armour
Michael L. Hollis
James L. Rubin
Rosalind Redfern Grover

**Director Compensation**

The executive officers or employees of our general partner or of Diamondback who also serve as directors of our general partner do not receive additional compensation for their service as a director of our general partner. Directors of our general partner who are not executive officers or employees of our general partner or of Diamondback receive compensation as “non-employee directors” as set by our general partner’s board of directors.

Prior to July 1, 2017, each non-employee director received a compensation package that consisted of an annual cash retainer of \$47,500 plus an additional annual payment of \$15,000 for the chairperson and \$10,000 for each other member of the audit committee and \$10,000 for the chairperson and \$5,000 for each other member of each other committee. Our directors also received a fee of \$1,000 for attending each in-person meeting of the board of directors or its committees and \$500 for attending each telephone meeting. Effective July 1, 2017, the board of directors approved a change that increased the annual cash retainer to \$60,000 and eliminated all meeting fees.

In addition, effective July 1, 2017, each non-employee director receives an equity award of phantom units under the LTIP granted annually at the close of business on July 10th of each year or, if not a business day, the first business day thereafter; provided however, that the grant date for 2017 was July 1, 2017. The number of phantom units awarded is calculated by dividing \$100,000 by the average closing price of our common units for the five trading days immediately preceding the date of grant. The awards vest on the first anniversary of the grant date. Our directors are also reimbursed for out-of-pocket expenses in connection with attending meetings of the board of directors or its committees.

Each member of the board of directors of our general partner is indemnified for his or her actions associated with being a director to the fullest extent permitted under Delaware law.

The following table sets forth the aggregate dollar amount of all fees paid to each of the non-employee directors of our general partner during 2017 for their services on the board:

Name	Fees Earned or Paid in cash (a)	Unit Awards (b)	Total
Spencer D. Armour (e)	\$ 72,875	\$ 107,627	\$ 180,502
Rosalind Redfern Grover (c)(d)(e)	75,375	107,627	183,002
W. Wesley Perry (c)(d)(e)	85,375	107,627	193,002
James L. Rubin (c)(d)(e)	58,375	107,627	166,002
Steven E. West (c)(d)(e)	58,875	107,627	166,502

(a) This column reflects the value of a director’s annual retainer, as well as the additional payments for committee membership, committee chairmanship and meeting attendance.

(b) The amount in this column represents the aggregate grant date fair value of phantom units granted in the fiscal year calculated in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, “Compensation - Stock Compensation.”

- (c) Each of Ms. Grover and Messrs. Perry, Rubin and West received a grant of 4,938 phantom units on August 27, 2015, of which 1,646 vested and settled on the date of grant, 1,646 vested and settled on June 17, 2016 and 1,646 vested and settled on June 17, 2017, pursuant to the LTIP, with each unit having a grant date fair value of \$15.48. Each phantom unit is the economic equivalent of one of our common units.
- (d) Each of Ms. Grover and Messrs. Perry, Rubin and West received a grant of 5,424 phantom units on August 24, 2016, of which 1,808 vested and settled on the date of grant and 1,808 vested and settled on June 17, 2017, pursuant to the LTIP, with each unit having a grant date fair value of \$16.57. Each of Ms. Grover's and Messrs. Perry's, Rubin's and West's remaining 1,808 phantom units will vest and settle on June 17, 2018. Each phantom unit is the economic equivalent of one of our common units.
- (e) Each of Ms. Grover and Messrs. Armour, Perry, Rubin and West received a grant of 6,414 phantom units on July 25, 2017, which will vest and settle on July 1, 2018, pursuant to the LTIP, with each unit having a grant date fair value of \$16.78. Each phantom unit is the economic equivalent of one of our common units.

Messrs. Stice and Hollis are both directors of our general partner, but Mr. Stice is also an executive officer of our general partner and both Messrs. Stice and Hollis are employees of Diamondback E&P LLC. Each of Messrs. Stice and Hollis has received awards pursuant to the LTIP for his service as an executive officer or employee, respectively, and unrelated to his service as directors. These awards are reflected in the tables contained in Diamondback's 2018 proxy statement under the heading "Compensation Discussion and Analysis."

#### **Compensation Committee Interlocks and Insider Participation**

As previously noted, our general partner's board of directors is not required to maintain, and does not maintain, a separate compensation committee. Mr. Hollis, a director of our general partner, is also an executive officer of Diamondback. Mr. Stice, a director and executive officer of our general partner, is also a director and executive officer of Diamondback. However, all compensation decisions with respect to Messrs. Stice and Hollis are made by Diamondback and Messrs. Stice and Hollis do not receive any compensation directly from us or our general partner except for awards under our LTIP. As described in "—Compensation Discussion and Analysis," decisions regarding the compensation of our general partner's executive officers are made by Diamondback. Please read "Items 1 and 2. Business and Properties—Our Relationship with Diamondback" and "Item 13. Certain Relationships and Related Transactions, and Director Independence" for more information about relationships among us, our general partner and Diamondback.

#### **Compensation Policies and Practices as They Relate to Risk Management**

We do not have any employees. We are managed and operated by the directors and officers of our general partner and employees of Diamondback perform services on our behalf. Please read "—Compensation Discussion and Analysis" and "Items 1 and 2. Business and Properties—Our Relationship with Diamondback" for more information about this arrangement. For an analysis of any risks arising from Diamondback's compensation policies and practices, please read Diamondback's 2018 proxy statement. We have made awards of unit options subject to time-based vesting under our LTIP, which we believe drive a long-term perspective and which we believe make it less likely that executive officers will take unreasonable risks because the unit options retain value even in a depressed market.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED UNITHOLDER MATTERS**

The following table presents information regarding the beneficial ownership of our common units as of January 25, 2018 by:

- our general partner;
- each of our general partner’s directors and executive officers;
- each unitholder known by us to beneficially hold 5% or more of our common units; and
- all of our general partner’s directors and executive officers as a group.

Name of Beneficial Owner	Common Units Beneficially Owned <sup>(1)</sup>	Percentage of Common Units Beneficially Owned
Diamondback Energy, Inc. <sup>(2)</sup>	73,150,000	64%
Viper Energy Partners GP LLC	—	—
Travis D. Stice <sup>(3)</sup>	68,311	*
Kaes Van't Hof <sup>(4)</sup>	16,026	*
Teresa L. Dick <sup>(5)</sup>	11,540	*
Russell Pantermuehl <sup>(5)</sup>	48,487	*
Thomas F. Hawkins	—	—
Randall J. Holder <sup>(5)</sup>	14,622	*
Paul S. Molnar <sup>(5)</sup>	18,487	*
Steven E. West <sup>(6)</sup>	48,265	—
W. Wesley Perry <sup>(7)</sup>	34,220	*
Spencer D. Armour <sup>(8)</sup>	—	*
Michael L. Hollis <sup>(9)</sup>	78,461	*
James L. Rubin <sup>(10)</sup>	—	—
Rosalind Redfern Grover <sup>(7)</sup>	8,554	*
All directors and executive officers as a group (13 persons)	346,973	*

\* Less than 1%

(1) Beneficial ownership is determined in accordance with SEC rules. In computing percentage ownership of each person, (i) common units subject to options held by that person that are exercisable as of January 25, 2018 and (ii) common units subject to options or phantom units held by that person that are exercisable or vesting within 60 days of January 25, 2018 are all deemed to be beneficially owned. These common units, however, are not deemed outstanding for the purpose of computing the percentage ownership of each other person. The percentage of common units beneficially owned is based on 113,882,045 common units outstanding as of January 25, 2018. Unless otherwise indicated, all amounts exclude common units issuable upon the exercise of outstanding options and vesting of phantom units that are not exercisable and/or vested as of January 25, 2018 or within 60 days of January 25, 2018. Unless otherwise noted, the address for each beneficial owner listed below is 500 West Texas Avenue, Suite 1200, Midland, Texas 79701.

(2) Diamondback Energy, Inc. is a publicly traded company. The directors of Diamondback are Travis D. Stice, Steven E. West, Michael P. Cross, David L. Houston and Mark L. Plaumann.

(3) All of these units or options, as applicable, are held by Stice Investments, Ltd., which is managed by Stice Management, LLC, its general partner. Mr. Stice and his spouse hold 100% of the membership interests in Stice Management, LLC, of which Mr. Stice is the manager. Excludes 1,250,000 unit options that expired as of December 31, 2017.

(4) Includes (i) 7,600 unit options granted to Mr. Van't Hof, which vested on January 1, 2018, and will be automatically exercisable upon the earlier to occur of December 31, 2018 and the occurrence of a change in control and (ii) 5,346 phantom units, which will vest on February 16, 2018. Excludes 10,692 phantom units, which will vest in two equal installments beginning on February 16, 2019.

(5) Excludes 125,000, 250,000, 125,000 and 125,000 unit options held by Ms. Dick, Mr. Pantermuehl, Mr. Holder and Mr. Molnar, respectively, all of which expired as of December 31, 2017.

- (6) Excludes 1,808 unvested phantom units that will vest on June 17, 2018 and 6,414 unvested phantom units that will vest on July 1, 2018. Also excludes 11,766 common units (representing vested phantom units previously granted to Mr. West), all of which have been assigned by Mr. West to Wexford under the terms of his previous employment with Wexford. Mr. West retired from Wexford as of December 31, 2016.
- (7) Excludes 1,808 unvested phantom units that will vest on June 17, 2018 and 6,414 unvested phantom units that will vest on July 1, 2018.
- (8) Excludes 6,414 unvested phantom units that will vest on July 1, 2018.
- (9) All of the units or options, as applicable, are held by MBH Investments, Ltd., which is managed by MBH Financial, LLC, its general partner. Mr. Hollis, his spouse and the Hollis 2014 Irrevocable Trust hold 100% of the membership interests in MBH Financial, LLC, of which Mr. Hollis is the manager. Excludes 250,000 unit options that expired as of December 31, 2017.
- (10) Excludes 15,220 common units (representing vested phantom units previously granted to such Mr. Rubin), 1,808 unvested phantom units that will vest on June 17, 2018 and 6,414 unvested phantom units that will vest on July 1, 2018, all of which have been assigned by Mr. Rubin to Wexford under the terms of his employment with Wexford.

The following table sets forth, as of January 25, 2018, the number of shares of common stock of Diamondback beneficially owned by each of the directors and executive officers of our general partner and all directors and executive officers of our general partner as a group.

Name of Beneficial Owner	Shares of Diamondback Common Stock Beneficially Owned <sup>(1)</sup>	
	Amount and Nature of Beneficial Ownership	Percentage of Class
Travis D. Stice <sup>(2)</sup>	189,932	*
Kaes Van't Hof <sup>(3)</sup>	2,528	*
Teresa L. Dick <sup>(4)</sup>	18,810	*
Russell Pantermuehl <sup>(5)</sup>	55,066	*
Thomas F. Hawkins <sup>(6)</sup>	2,600	*
Randall J. Holder <sup>(7)</sup>	4,955	*
Paul S. Molnar <sup>(8)</sup>	28,663	*
Steven E. West <sup>(9)</sup>	3,379	*
W. Wesley Perry	—	—
Spencer D. Armour	—	—
Michael L. Hollis <sup>(10)</sup>	56,470	*
James L. Rubin	—	—
Rosalind Redfern Grover	—	—
All directors and executive officers as a group (13 persons)	362,403	*

\* Less than 1%

- (1) Beneficial ownership is determined in accordance with SEC rules. In computing percentage ownership of each person, (i) shares of common stock subject to options held by that person that are exercisable as of January 25, 2018 and (ii) shares of common stock subject to options or restricted stock units held by that person that are exercisable or vesting within 60 days of January 25, 2018, are all deemed to be beneficially owned. These shares, however, are not deemed outstanding for the purpose of computing the percentage ownership of each other person. The percentage of shares beneficially owned is based on 98,167,289 shares of common stock outstanding as of January 25, 2018. Unless otherwise indicated, all amounts exclude shares issuable upon the exercise of outstanding options and vesting of restricted stock units that are not exercisable and/or vested as of January 25, 2018 or within 60 days of January 25, 2018.
- (2) All of these shares are held by Stice Investments, Ltd., which is managed by Stice Management, LLC, its general partner. Mr. Stice and his spouse hold 100% of the membership interests in Stice Management, LLC, of which Mr. Stice is the manager. Excludes 7,410 restricted stock units, which will vest on February 16, 2019. Also excludes (i) 180,338 performance-based restricted stock units awarded to Mr. Stice on January 19, 2016, which vested on December 31, 2017 (representing 200% vesting of the originally reported amount) subject to final determination upon certification of certain stockholder return performance conditions relative to Diamondback's peer group during the two-year performance period ended on December 31, 2017 by Diamondback's compensation committee, and (ii) 45,084 performance-based restricted stock units awarded to Mr. Stice on January 19, 2016, which awards are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the three-year performance period ending December 31, 2018. Also excludes (i) 11,115 performance-based restricted stock units awarded to Mr. Stice on February 16, 2017, which are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the two-year performance period ending on December 31, 2018, and (ii) 22,230 performance-based restricted stock

units awarded to Mr. Stice on February 16, 2017, which awards are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the three-year performance period ending December 31, 2019.

- (3) Excludes 567 restricted stock units, which will vest on September 1, 2018 and 1,300 restricted stock units, which will vest on February 16, 2019.
- (4) Excludes 1,950 restricted stock units, which will vest on February 16, 2019. Also excludes (i) 12,022 performance-based restricted stock units awarded to Ms. Dick on January 19, 2016, which vested on December 31, 2017 (representing 200% vesting of the originally reported amount) subject to final determination upon certification of certain stockholder return performance conditions relative to Diamondback's peer group during the two-year performance period ended on December 31, 2017 by Diamondback's compensation committee, and (ii) 3,006 performance-based restricted stock units awarded to Ms. Dick on January 19, 2016, which awards are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the three-year performance period ending December 31, 2018. Also excludes (i) 2,925 performance-based restricted stock units awarded to Ms. Dick on February 16, 2017, which are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the two-year performance period ending on December 31, 2018, and (ii) 5,850 performance-based restricted stock units awarded to Ms. Dick on February 16, 2017, which awards are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the three-year performance period ending December 31, 2019.
- (5) Excludes 3,900 restricted stock units, which will vest on February 16, 2019. Also excludes (i) 48,090 performance-based restricted stock units awarded to Mr. Pantermuehl on January 19, 2016, which vested on December 31, 2017 (representing 200% vesting of the originally reported amount) subject to final determination upon certification of certain stockholder return performance conditions relative to Diamondback's peer group during the two-year performance period ended on December 31, 2017 by Diamondback's compensation committee, and (ii) 12,022 performance-based restricted stock units awarded to Mr. Pantermuehl on January 19, 2016, which awards are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the three-year performance period ending on December 31, 2018. Also excludes 5,850 performance-based restricted stock units awarded to Mr. Pantermuehl on February 16, 2017, which are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the two-year performance period ending on December 31, 2018, and (ii) 11,700 performance-based restricted stock units awarded to Mr. Pantermuehl on February 16, 2017, which awards are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the three-year performance period ending December 31, 2019.
- (6) Excludes 1,300 restricted stock units, which will vest on February 16, 2019.
- (7) Excludes 1,950 restricted stock units, which will vest on February 16, 2019. Also excludes 12,022 performance-based restricted stock units awarded to Mr. Holder on January 19, 2016, which vested on December 31, 2017 (representing 200% vesting of the originally reported amount) subject to final determination upon certification of certain stockholder return performance conditions relative to Diamondback's peer group during the two-year performance period ended on December 31, 2017 by Diamondback's compensation committee, and (ii) 3,006 performance-based restricted stock units awarded to Mr. Holder on January 19, 2016, which awards are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the three-year performance period ending on December 31, 2018. Also excludes (i) 2,925 performance-based restricted stock units awarded to Mr. Holder on February 16, 2017, which are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the two-year performance period ending on December 31, 2018, and (ii) 5,850 performance-based restricted stock units awarded to Mr. Holder on February 16, 2017, which awards are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the three-year performance period ending December 31, 2019.
- (8) Excludes 3,900 restricted stock units, which will vest on February 16, 2019. Also excludes 12,022 performance-based restricted stock units awarded to Mr. Molnar on January 19, 2016, which vested on December 31, 2017 (representing 200% vesting of the originally reported amount) subject to final determination upon certification of certain stockholder return performance conditions relative to Diamondback's peer group during the two-year performance period ended on December 31, 2017 by Diamondback's compensation committee, and (ii) 6,011 performance-based restricted stock units awarded to Mr. Molnar on January 19, 2016, which awards are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the three-year performance period ending on December 31, 2018. Also excludes (i) 5,850 performance-based restricted stock units awarded to Mr. Molnar on February 16, 2017, which are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the two-year performance period ending on December 31, 2018, and (ii) 11,700 performance-based restricted stock units awarded to Mr. Molnar on February 16, 2017, which awards are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback's peer group during the three-year performance period ending December 31, 2019.

- (9) Excludes 453 restricted stock units, which will vest on July 1, 2018, and 2,055 shares of Diamondback common stock, which will vest on the earlier of the one-year anniversary of the date of grant and the date of the 2018 annual meeting of stockholders of Diamondback.
- (10) All of these shares are held by MBH Investments, Ltd., which is managed by MBH Financial, LLC, its general partner. Mr. Hollis, his spouse and the Hollis 2014 Irrevocable Trust hold 100% of the membership interests in MBH Financial, LLC, of which Mr. Hollis is the manager. Excludes 4,550 restricted stock units, which will vest on February 16, 2019. Also excludes 60,112 performance-based restricted stock units awarded to Mr. Hollis on January 19, 2016, which vested on December 31, 2017 (representing 200% vesting of the originally reported amount) subject to final determination upon certification of certain stockholder return performance conditions relative to Diamondback’s peer group during the two-year performance periods ending on December 31, 2017 by Diamondback’s compensation committee, and (ii) 15,028 performance-based restricted stock units awarded to Mr. Hollis on January 19, 2016, which awards are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback’s peer group during the three-year performance period ending on December 31, 2018. Also excludes (i) 6,825 performance-based restricted stock units awarded to Mr. Hollis on February 16, 2017, which are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback’s peer group during the two-year performance period ending on December 31, 2018, and (ii) 13,650 performance-based restricted stock units awarded to Mr. Hollis on February 16, 2017, which awards are subject to the satisfaction of certain stockholder return performance conditions relative to Diamondback’s peer group during the three-year performance period ending December 31, 2019.

**Securities Authorized For Issuance Under Equity Compensation Plans**

The following table summarizes information about our equity compensation plans as of December 31, 2017:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights <sup>(2)</sup>	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans not approved by security holders <sup>(1)</sup>			
Long Term Incentive Plan	113,039	\$ 18.48	8,957,317

(1) Our general partner adopted the LTIP in connection with the IPO in June 2014.

(2) Reflects the weighted average exercise price for each of the 7,600 outstanding unit options.

**Changes in Control**

Our general partner may transfer its general partner interest to a third party without the consent of our unitholders. Furthermore, our partnership agreement does not restrict the ability of the owner of our general partner to transfer its membership interests in our general partner to a third party. After any such transfer, the new member or members of our general partner would then be in a position to replace the board of directors and executive officers of our general partner with its own designees and thereby exert significant control over the decisions taken by the board of directors and executive officers of our general partner. This effectively permits a “change of control” without the vote or consent of the unitholders.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

**Agreements and Transactions with Affiliates**

We have entered into certain agreements and transactions with Diamondback and its affiliates, as described in more detail below.

***Payments to our General Partner and its Affiliates***

Under the terms of our partnership agreement, we are required to reimburse the general partner for all direct and indirect expenses incurred or paid on our behalf and all other expenses allocable to us or otherwise incurred by the general partner in connection with operating our business. The partnership agreement does not set a limit on the amount of expenses for which the general partner and its affiliates may be reimbursed. These expenses include salary, bonus, incentive compensation and other amounts paid to persons who perform services for us or on our behalf and expenses allocated to our general partner by its affiliates. Our general partner is entitled to determine the expenses that are allocable to us. For the year ended December 31, 2017, the General Partner received \$2.5 million in reimbursements from the Partnership.

***Distributions paid to Diamondback***

Diamondback is entitled to receive its pro rata portion of the distributions we make in respect of our common units. During the year ended December 31, 2017, Diamondback received such distributions in the aggregate amount of \$89.5 million.

***Registration Rights Agreement***

On June 23, 2014, in connection with the IPO, we entered into a registration rights agreement with Diamondback. Pursuant to the registration rights agreement, we filed a registration statement on Form S-3 registering, under the Securities Act, the common units issued to Diamondback for resale. The registration rights agreement also includes provisions dealing with holdback agreements, indemnification and contribution and allocation of expenses. These registration rights are transferable to affiliates and, in certain circumstances, to third parties.

### ***Advisory Services Agreement***

On June 23, 2014, in connection with the closing of the IPO, we entered into an advisory services agreement with Wexford under which Wexford agreed to provide us and our general partner with general financial and strategic advisory services related to our business in return for an annual fee of \$0.5 million, plus reimbursement of reasonable out-of-pocket expenses. This agreement had a term of two years commencing on the completion of the IPO, and continues for additional one-year periods unless terminated in writing by either party at least ten days prior to the expiration of the then current term. The agreement may be terminated at any time by either party upon 30 days' prior written notice. In the event we terminate the agreement, we will be obligated to pay all amounts due through the remaining term of the agreement. The services provided by Wexford under the advisory services agreement do not extend to our day-to-day business or operations. In addition, under this agreement, we agreed to pay Wexford to-be-negotiated market-based fees approved by the conflicts committee of the board of directors of our general partner, if, and to the extent, we request such services from Wexford in connection with acquisitions and divestitures, financings or other transactions in which we may be involved. We agreed to indemnify Wexford and its affiliates from their losses arising out of or in connection with the agreement except for losses resulting from Wexford's or its affiliates' gross negligence or willful misconduct. In the event we are dissatisfied with the services provided by Wexford, our only remedy against Wexford is to terminate the agreement. For the years ended December 31, 2017 and 2016, we did not pay any amounts under the advisory services agreement.

### ***Tax Sharing Agreement***

On June 23, 2014, in connection with the closing of the IPO, we entered into a tax sharing agreement with Diamondback pursuant to which we are required to reimburse Diamondback for our share of state and local income and other taxes borne by Diamondback as a result of our results being included in a combined or consolidated tax return filed by Diamondback with respect to taxable periods including or beginning on the closing date of the IPO. The amount of any such reimbursement is limited to the tax that we would have paid had we not been included in a combined group with Diamondback. Diamondback may use its tax attributes to cause its combined or consolidated group, of which we may be a member for this purpose, to owe no tax. However, we would nevertheless reimburse Diamondback for the tax we would have owed had the attributes not been available or used for our benefit, even though Diamondback had no cash expense for that period. During the year ended December 31, 2017, we did not reimburse Diamondback under the tax sharing agreement.

### **Procedures for Review, Approval and Ratification of Transactions with Related Persons**

The board of directors of our general partner has adopted policies for the review, approval and ratification of transactions with related persons. The board has adopted a written code of business conduct and ethics, under which a director is expected to bring to the attention of the chief executive officer or the board any conflict or potential conflict of interest that may arise between the director or any affiliate of the director, on the one hand, and us or our general partner on the other. The resolution of any such conflict or potential conflict should, at the discretion of the board in light of the circumstances, be determined by a majority of the disinterested directors.

If a conflict or potential conflict of interest arises between our general partner or its affiliates, on the one hand, and us or our unitholders, on the other hand, the resolution of any such conflict or potential conflict should be addressed by the board of directors of our general partner in accordance with the provisions of our partnership agreement. At the discretion of the board in light of the circumstances, the resolution may be determined by the board in its entirety or by a conflicts committee meeting the definitional requirements for such a committee under our partnership agreement.

Any executive officer is required to avoid conflicts of interest unless approved by the board of directors of our general partner.

The code of business conduct and ethics described above was adopted in connection with the closing of the IPO, and as a result, the transactions described above were not reviewed according to such procedures.

### **Director Independence**

The information required by Item 407(a) of Regulation S-K is included in "Item 10. Directors, Executive Officers and Corporate Governance" above.

**ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

The audit committee of the board of directors of our general partner selected Grant Thornton LLP, an independent registered public accounting firm, to audit our consolidated financial statements for the years ended December 31, 2017, 2016 and 2015. The audit committee's charter requires the audit committee to approve in advance all audit and non-audit services to be provided by our independent registered public accounting firm. All services reported in the audit, audit-related, tax and all other fees categories below with respect to our annual reports for the years ended December 31, 2017, 2016 and 2015 were approved by the audit committee.

The following table summarizes the aggregate Grant Thornton LLP fees that were allocated to us for independent auditing, tax and related services:

	<b>Year Ended December 31,</b>		
	<b>2017</b>	<b>2016</b>	<b>2015</b>
	<b>(in thousands)</b>		
Audit fees <sup>(1)</sup>	\$ 138	\$ 116	\$ 97
Audit-related fees <sup>(2)</sup>	—	—	—
Tax fees <sup>(3)</sup>	—	—	—
All other fees <sup>(4)</sup>	—	—	—
<b>Total</b>	<b>\$ 138</b>	<b>\$ 116</b>	<b>\$ 97</b>

(1) Audit fees represent amounts billed for each of the periods presented for professional services rendered in connection with those services normally provided in connection with statutory and regulatory filings or engagements including comfort letters, consents and other services related to SEC matters.

(2) Audit-related fees represent amounts billed in each of the years presented for assurance and related services that are reasonably related to the performance of the annual audit or quarterly reviews.

(3) Tax fees represent amounts billed in each of the years presented for professional services rendered in connection with tax compliance, tax advice, and tax planning.

(4) All other fees represent amounts billed in each of the years presented for services not classifiable under the other categories listed in the table above.

## PART IV

## ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Documents included in this report:

*1. Financial Statements*

<a href="#">Report of Independent Registered Public Accounting Firm</a>	F-1
<a href="#">Consolidated Balance Sheets</a>	F-2
<a href="#">Consolidated Statements of Operations</a>	F-3
<a href="#">Consolidated Statement of Unitholders' Equity</a>	F-4
<a href="#">Consolidated Statements of Cash Flows</a>	F-5
<a href="#">Notes to Consolidated Financial Statements</a>	F-6

*2. Financial Statement Schedules*

Financial statement schedules have been omitted because they are either not required, not applicable or the information required to be presented is included in the Partnership's consolidated financial statements and related notes.

*3. Exhibits*

<b>Exhibit Number</b>	<b>Description</b>
2.1*#	<a href="#">Purchase Agreement, dated as of November 21, 2017, among Viper Energy Partners LLC, DGK ORRI Company, L.P., as seller, and Royalty Resources L.P., as seller's parent guarantor.</a>
3.1	<a href="#">Certificate of Limited Partnership of Viper Energy Partners LP (incorporated by reference to Exhibit 3.1 of the Partnership's Registration Statement on Form S-1 (File No. 333-195769) filed on May 7, 2014).</a>
3.2	<a href="#">First Amended and Restated Agreement of Limited Partnership of Viper Energy Partners LP (incorporated by reference to Exhibit 3.1 of the Partnership's Current Report on Form 8-K (File No. 001-36505) filed on June 23, 2014).</a>
4.1	<a href="#">Registration Rights Agreement, dated June 23, 2014, by and among Viper Energy Partners LP and Diamondback Energy, Inc. (incorporated by reference to Exhibit 4.1 of the Partnership's Current Report on Form 8-K (File No. 001-36505) filed on June 23, 2014).</a>
10.1	<a href="#">Senior Secured Revolving Credit Agreement, dated as of July 8, 2014, among Viper Energy Partners LP, as borrower, Wells Fargo Bank, National Association, as the administrative agent, sole book runner and lead arranger, and certain lenders from time to time party thereto. (incorporated by reference to Exhibit 10.1 of the Partnership's Current Report on Form 8-K (File No. 001-36505) filed on July 14, 2014).</a>
10.2	<a href="#">First Amendment, dated as of August 15, 2014, to Credit Agreement, dated as of July 8, 2014, among Viper Energy Partners LP, as borrower, the guarantors party thereto, Wells Fargo, National Association, as administrative agent, and certain lenders party thereto (incorporated by reference to Exhibit 10.1 of the Partnership's Form 10-Q (File No. 001-36505) filed on August 10, 2015).</a>
10.3	<a href="#">Second Amendment, dated as of May 22, 2015, to Credit Agreement, dated as of July 8, 2014, among Viper Energy Partners LP, as borrower, the guarantors party thereto, Wells Fargo, National Association, as administrative agent, and certain lenders party thereto (incorporated by reference to Exhibit 10.2 of the Partnership's Form 10-Q (File No. 001-36505) filed on August 10, 2015).</a>
10.4	<a href="#">Third Amendment, dated as of June 21, 2016, to the Credit Agreement, dated as of July 8, 2014, by and among Viper Energy Partners LP, as borrower, Viper Energy Partners LLC, as guarantor, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto (incorporated by reference to Exhibit 10.1 of the Partnership's Current Report on Form 8-K (File No. 001-36505) filed on June 27, 2016).</a>
10.5	<a href="#">Fourth Amendment, dated as of October 28, 2016, to the Credit Agreement, dated as of July 8, 2014, by and among Viper Energy Partners LP, as borrower, Viper Energy Partners LLC, as guarantor, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto (incorporated by reference to Exhibit 10.1 of the Partnership's Current Report on Form 8-K (File No. 001-36505) filed on November 3, 2016).</a>
10.6	<a href="#">Fifth Amendment, dated as of November 28, 2017, to the Credit Agreement, dated as of July 8, 2014, by and among Viper Energy Partners LP, as borrower, Viper Energy Partners LLC, as guarantor, Wells Fargo Bank National Association, as administrative agent, and the lenders party thereto (incorporated by reference to Exhibit 10.1 of the Partnership's Current Report on Form 8-K (File No. 001-36505) filed on December 4, 2017).</a>

3. Exhibits

10.7	<a href="#">Contribution Agreement, dated June 17, 2014, by and among Viper Energy Partners LLC, Viper Energy Partners GP LLC, Viper Energy Partners LP and Diamondback Energy, Inc. (incorporated by reference to Exhibit 10.1 of the Partnership's Current Report on Form 8-K (File No. 001-36505) filed on June 23, 2014).</a>
10.8+	<a href="#">Viper Energy Partners LP Long Term Incentive Plan (incorporated by reference to Exhibit 10.2 of the Partnership's Current Report on Form 8-K (File No. 001-36505) filed on June 23, 2014).</a>
10.9	<a href="#">Advisory Services Agreement, dated June 23, 2014, by and among Viper Energy Partners LP, Viper Energy Partners GP LLC and Wexford Capital LP (incorporated by reference to Exhibit 10.3 of the Partnership's Current Report on Form 8-K (File No. 001-36505) filed on June 23, 2014).</a>
10.1	<a href="#">Form of Indemnification Agreement (incorporated by reference to Exhibit 10.4 of the Partnership's Current Report on Form 8-K (File No. 001-36505) filed on June 23, 2014).</a>
10.11	<a href="#">Tax Sharing Agreement, dated June 23, 2014, by and between Viper Energy Partners LP and Diamondback Energy, Inc. (incorporated by reference to Exhibit 10.5 of the Partnership's Current Report on Form 8-K (File No. 001-36505) filed on June 23, 2014).</a>
10.12+	<a href="#">Form of Unit Option Agreement (incorporated by reference to Exhibit 10.6 of the Partnership's Current Report on Form 8-K (File No. 001-36505) filed on June 23, 2014).</a>
10.13+	<a href="#">Form of Phantom Unit Agreement (incorporated by reference to Exhibit 10.2 of the Partnership's Quarterly Report on Form 10-Q (File No. 001-36505) filed on November 6, 2014).</a>
21.1*	<a href="#">List of Subsidiaries of Viper Energy Partners LP.</a>
23.1*	<a href="#">Consent of Grant Thornton LLP.</a>
23.2*	<a href="#">Consent of Ryder Scott Company, LP.</a>
31.1*	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14(a) promulgated under the Securities Exchange Act of 1934, as amended.</a>
31.2*	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14(a) promulgated under the Securities Exchange Act of 1934, as amended.</a>
32.1++	<a href="#">Certification of Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(b) promulgated under the Securities Exchange Act of 1934, as amended, and Section 1350 of Chapter 63 of Title 18 of the United States Code.</a>
99.1*	<a href="#">Reserve Report of Ryder Scott Company, L.P.</a>
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Labels Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.

\* Filed herewith.

# The schedules (or similar attachments) referenced in this agreement have been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule (or similar attachment) will be furnished supplementally to the Securities and Exchange Commission.

+ Management contract, compensatory plan or arrangement.

++ The certifications attached as Exhibit 32.1 accompany this Annual Report on Form 10-K pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed "filed" by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

**SIGNATURES**

Pursuant to the requirements of the Securities and Exchange Act of 1934, the Registrant has duly caused this Annual Report to be signed on its behalf by the undersigned thereunto duly authorized.

**VIPER ENERGY PARTNERS LP**

Date: February 7, 2018

By: VIPER ENERGY PARTNERS GP LLC  
its general partner

By: /s/ Travis D. Stice

Name: Travis D. Stice

Title: Chief Executive Officer

Pursuant to the requirements of the Securities and Exchange Act of 1934, this Annual Report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<b><u>Signature</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
<u>/s/ Travis D. Stice</u> Travis D. Stice	Chief Executive Officer and Director (Principal Executive Officer)	February 7, 2018
<u>/s/ Teresa L. Dick</u> Teresa L. Dick	Chief Financial Officer (Principal Financial and Accounting Officer)	February 7, 2018
<u>/s/ Steven E. West</u> Steven E. West	Director	February 7, 2018
<u>/s/ W. Wesley Perry</u> W. Wesley Perry	Director	February 7, 2018
<u>/s/ Spencer D. Armour</u> Spencer D. Armour	Director	February 7, 2018
<u>/s/ Michael L. Hollis</u> Michael L. Hollis	Director	February 7, 2018
<u>/s/ James L. Rubin</u> James L. Rubin	Director	February 7, 2018
<u>/s/ Rosalind Redfern Grover</u> Rosalind Redfern Grover	Director	February 7, 2018

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Partners  
Viper Energy Partners LP

### Opinion on the financial statements

We have audited the accompanying consolidated balance sheets of Viper Energy Partners LP (a Delaware limited partnership) and subsidiary (collectively, the “Partnership”) as of December 31, 2017 and 2016, the related consolidated statements of operations, unitholders’ equity, and cash flows for each of the three years in the period ended December 31, 2017, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Partnership as of December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2017, in conformity with accounting principles generally accepted in the United States of America.

### Basis for opinion

These financial statements are the responsibility of the Partnership’s management. Our responsibility is to express an opinion on the Partnership’s financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Partnership in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Partnership is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Partnership’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ GRANT THORNTON LLP

We have served as the Partnership’s auditor since 2013.

Oklahoma City, Oklahoma  
February 7, 2018

**Viper Energy Partners LP**  
**Consolidated Balance Sheets**

	December 31,	
	2017	2016
	(In thousands, except unit amounts)	
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 24,197	\$ 9,213
Restricted cash	—	500
Royalty income receivable	25,754	10,043
Royalty income receivable—related party	5,142	3,470
Other current assets	355	187
Total current assets	55,448	23,413
Property and equipment:		
Oil and natural gas interests, full cost method of accounting (\$514,724 and \$252,232 excluded from depletion at December 31, 2017 and 2016, respectively)	1,103,897	760,818
Accumulated depletion and impairment	(189,466)	(148,948)
Oil and natural gas interests, net	914,431	611,870
Funds held in escrow	6,304	—
Other assets	36,854	35,266
Total assets	\$ 1,013,037	\$ 670,549
<b>Liabilities and Unitholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 2,960	\$ 1,780
Other accrued liabilities	2,669	371
Total current liabilities	5,629	2,151
Long-term debt	93,500	120,500
Total liabilities	99,129	122,651
Commitments and contingencies (Note 10)		
Unitholders' equity:		
Common units (113,882,045 units issued and outstanding as of December 31, 2017 and 87,800,356 units issued and outstanding as of December 31, 2016 )	913,908	547,898
Total unitholders' equity	913,908	547,898
Total liabilities and unitholders' equity	\$ 1,013,037	\$ 670,549

See accompanying notes to consolidated financial statements.

**Viper Energy Partners LP**  
**Consolidated Statements of Operations**

	Year Ended December 31,		
	2017	2016	2015
(In thousands, except per unit amounts)			
<b>Operating income:</b>			
Royalty income	\$ 160,163	\$ 78,837	\$ 74,859
Lease bonus	11,870	309	—
Total operating income	172,033	79,146	74,859
<b>Costs and expenses:</b>			
Production and ad valorem taxes	10,608	5,544	5,531
Gathering and transportation	789	415	259
Depletion	40,519	29,820	35,436
Impairment	—	47,469	3,423
General and administrative expenses	6,296	5,209	5,835
Total costs and expenses	58,212	88,457	50,484
<b>Income (loss) from operations</b>	<b>113,821</b>	<b>(9,311)</b>	<b>24,375</b>
<b>Other income (expense):</b>			
Interest expense, net	(3,164)	(2,455)	(1,110)
Other income, net	821	867	1,154
Total other income (expense), net	(2,343)	(1,588)	44
<b>Net income (loss)</b>	<b>\$ 111,478</b>	<b>\$ (10,899)</b>	<b>\$ 24,419</b>
<b>Net income (loss) attributable to common limited partners per unit:</b>			
Basic and Diluted	\$ 1.07	\$ (0.13)	\$ 0.31
<b>Weighted average number of limited partner units outstanding:</b>			
Basic	104,318	83,081	79,717
Diluted	104,383	83,081	79,727

See accompanying notes to consolidated financial statements.

**Viper Energy Partners LP**  
**Statement of Consolidated Unitholders' Equity**

	<b>Limited Partners</b>	
	<b>Common Units</b>	<b>Amount</b>
	<b>(In thousands)</b>	
<b>Balance at December 31, 2014</b>	79,709	\$ 535,351
Unit-based compensation	17	3,929
Distribution to public		(7,968)
Distribution to Diamondback		(60,587)
Net income		24,419
<b>Balance at December 31, 2015</b>	79,726	\$ 495,144
Net proceeds from the issuance of common units - public	6,050	93,462
Net proceeds from the issuance of common units - Diamondback	2,000	31,200
Unit-based compensation	24	3,815
Distributions to public		(9,574)
Distributions to Diamondback		(55,250)
Net loss		(10,899)
<b>Balance at December 31, 2016</b>	87,800	\$ 547,898
Net proceeds from the issuance of common units - public	25,175	369,896
Net proceeds from the issuance of common units - Diamondback	700	10,067
Common units issued for acquisition	175	3,050
Unit-based compensation	32	2,395
Distributions to public		(41,367)
Distributions to Diamondback		(89,509)
Net income		111,478
<b>Balance at December 31, 2017</b>	113,882	\$ 913,908

See accompanying notes to consolidated financial statements.

**Viper Energy Partners LP**  
**Consolidated Statements of Cash Flows**

	Year Ended December 31,		
	2017	2016	2015
(In thousands)			
<b>Cash flows from operating activities:</b>			
Net income (loss)	\$ 111,478	\$ (10,899)	\$ 24,419
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depletion	40,519	29,820	35,436
Impairment	—	47,469	3,423
Amortization of debt issuance costs	589	401	314
Non-cash unit-based compensation	2,395	3,815	3,929
Changes in operating assets and liabilities:			
Restricted cash	500	—	—
Royalty income receivable	(15,711)	(4,144)	(1,130)
Royalty income receivable—related party	(1,672)	—	—
Accounts payable—related party	—	(4)	4
Accounts payable and other accrued liabilities	1,298	1,945	(1,968)
Other current assets	(177)	224	(595)
<b>Net cash provided by operating activities</b>	<b>139,219</b>	<b>68,627</b>	<b>63,832</b>
<b>Cash flows from investing activities:</b>			
Acquisition of mineral interests	(344,079)	(205,721)	(43,907)
<b>Net cash used in investing activities</b>	<b>(344,079)</b>	<b>(205,721)</b>	<b>(43,907)</b>
<b>Cash flows from financing activities:</b>			
Proceeds from borrowings under credit facility	278,500	164,000	34,500
Repayment on credit facility	(305,500)	(78,000)	—
Debt issuance costs	(2,259)	(442)	(441)
Proceeds from public offerings	380,412	125,580	—
Public offering costs	(433)	(546)	—
Distributions to partners	(130,876)	(64,824)	(68,555)
<b>Net cash provided by (used in) financing activities</b>	<b>219,844</b>	<b>145,768</b>	<b>(34,496)</b>
<b>Net increase (decrease) in cash</b>	<b>14,984</b>	<b>8,674</b>	<b>(14,571)</b>
Cash and cash equivalents at beginning of period	9,213	539	15,110
<b>Cash and cash equivalents at end of period</b>	<b>\$ 24,197</b>	<b>\$ 9,213</b>	<b>\$ 539</b>
<b>Supplemental disclosure of cash flow information:</b>			
Interest paid	\$ 2,589	\$ 1,953	\$ 745

See accompanying notes to consolidated financial statements.

**Viper Energy Partners LP**  
**Notes to Financial Statements**

## **1. ORGANIZATION AND BASIS OF PRESENTATION**

### ***Organization***

Viper Energy Partners LP (the “Partnership”) is a publicly traded Delaware limited partnership, the common units of which are listed on the Nasdaq Global Select Market under the symbol “VNOM”. The Partnership was formed by Diamondback Energy, Inc. (“Diamondback”), on February 27, 2014 to, among other things, own, acquire and exploit oil and natural gas properties in North America. The Partnership is currently focused on oil and natural gas properties in the Permian Basin. Unless the context requires otherwise, references to the “Partnership” are intended to mean the business and operations of Viper Energy Partners LP and its consolidated subsidiary, Viper Energy Partners LLC (the “Predecessor”).

As of December 31, 2017, a wholly-owned subsidiary of Diamondback, Viper Energy Partners GP LLC (the “General Partner”), held a 100% non-economic general partner interest in the Partnership and Diamondback had an approximate 64% limited partner interest in the Partnership. Diamondback owns and controls the General Partner.

### ***Basis of Presentation***

The accompanying consolidated financial statements and related notes thereto were prepared in conformity with accounting principles generally accepted in the United States (“GAAP”). All material intercompany balances and transactions are eliminated in consolidation.

## **2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

### ***Use of Estimates***

Certain amounts included in or affecting the Partnership’s financial statements and related disclosures must be estimated by management, requiring certain assumptions to be made with respect to values or conditions that cannot be known with certainty at the time the financial statements are prepared. These estimates and assumptions affect the amounts the Partnership reports for assets and liabilities and the Partnership’s disclosure of contingent assets and liabilities at the date of the financial statements.

The Partnership evaluates these estimates on an ongoing basis, using historical experience, consultation with experts and other methods the Partnership considers reasonable in the particular circumstances. Nevertheless, actual results may differ significantly from the Partnership’s estimates. Any effects on the Partnership’s business, financial position or results of operations resulting from revisions to these estimates are recorded in the period in which the facts that give rise to the revision become known. Significant items subject to such estimates and assumptions include, but are not limited to, estimates of proved oil and natural gas reserves and related present value estimates of future net cash flows therefrom, the carrying value of oil and natural gas properties, the recoverability of costs of unevaluated properties and unit-based compensation.

### ***Cash and Cash Equivalents***

Cash and cash equivalents represent unrestricted cash on hand and include all highly liquid investments purchased with a maturity of three months or less and money market funds. The Partnership maintains cash and cash equivalents in bank deposit accounts which, at times, may exceed the federally insured limits. The Partnership has not experienced any significant losses from such investments.

### ***Restricted Cash***

In 2014, the Predecessor entered into an agreement to purchase certain overriding royalty interests and deposited \$0.5 million in escrow. The Predecessor subsequently terminated the agreement and requested a return of the deposit. The seller challenged the termination and the escrow agent tendered the deposit to the court subject to a judicial determination of the proper payment of the funds. The parties reached a settlement of this matter in April 2017 and the funds were distributed in accordance with the terms of the settlement. Pending such distribution, these funds were classified as restricted cash.

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

**Royalty Income Receivable**

Royalty income receivable consist of receivables from oil and natural gas sales delivered to purchasers. Those purchasers remit payment for production to the operator of the properties and the operator, in turn, remits payment to us. Some of the Partnership's oil and natural gas properties are contractually operated by Diamondback. Most payments are received within three months after the production date.

Royalty income receivable are stated at amounts due from operators, net of an allowance for doubtful accounts when the Partnership believes collection is doubtful. Royalty income receivable outstanding longer than the contractual payment terms are considered past due. The Partnership determines any allowance by considering a number of factors, including the length of time royalty income receivable are past due, the Partnership's previous loss history, the debtor's current ability to pay its obligation to us, the condition of the general economy and the industry as a whole. The Partnership writes off specific royalty income receivable when they become uncollectible, and payments subsequently received on such receivables are credited to the allowance for doubtful accounts. The Partnership determined that an allowance was unnecessary at both December 31, 2017 and 2016.

**Fair Value of Financial Instruments**

Our financial instruments consist of cash and cash equivalents, receivables, payables and a credit agreement. The carrying amount of cash and cash equivalents, receivables and payables approximates fair value because of the short-term nature of the instruments.

**Oil and Natural Gas Properties**

The Partnership uses the full cost method of accounting for its oil and natural gas properties. Under this method, all acquisition, exploration and development costs, including certain internal costs, are capitalized and amortized on a composite unit of production method based on proved oil, natural gas liquids and natural gas reserves. Internal costs capitalized to the full cost pool represent management's estimate of costs incurred directly related to exploration and development activities such as geological and other administrative costs associated with overseeing the exploration and development activities. All internal costs not directly associated with exploration and development activities were charged to expense as they were incurred. Sales of oil and natural gas properties, whether or not being amortized currently, are accounted for as adjustments of capitalized costs, with no gain or loss recognized, unless such adjustments would significantly alter the relationship between capitalized costs and proved reserves of oil, natural gas liquids and natural gas. At December 31, 2017 and 2016, the Partnership's oil and natural gas properties consist solely of mineral interests in oil and natural gas properties.

Depletion of evaluated oil and natural gas properties is computed on the units of production method, whereby capitalized costs are amortized over total proved reserves. The average depletion rate per barrel equivalent unit of production was \$10.07, \$12.67 and \$17.88 for the years ended December 31, 2017, 2016 and 2015, respectively. Depletion for oil and gas properties was \$40.5 million, \$29.8 million and \$35.4 million for the years ended December 31, 2017, 2016 and 2015, respectively.

Under the full cost method of accounting, the Partnership is required to perform a ceiling test each quarter. The test determines a limit, or ceiling, on the book value of the proved oil and gas properties. Net capitalized costs are limited to the lower of unamortized cost net of deferred income taxes, or the cost center ceiling. The cost center ceiling is defined as the sum of (a) estimated future net revenues, discounted at 10% per annum, from proved reserves, based on the trailing 12-month unweighted average of the first-day-of-the-month price, adjusted for any contract provisions and excluding the estimated abandonment costs for properties with asset retirement obligations recorded on the balance sheet, (b) the cost of properties not being amortized, if any, and (c) the lower of cost or market value of unproved properties included in the cost being amortized. If the net book value exceeds the ceiling, an impairment or non-cash writedown is required. During the years ended December 31, 2016 and 2015, the Partnership recorded impairments on proved oil and natural gas properties of \$47.5 million and \$3.4 million, respectively. No impairment on proved oil and natural gas properties was recorded for the year ended December 31, 2017.

Costs associated with unevaluated properties are excluded from the full cost pool until the Partnership has made a determination as to the existence of proved reserves. The Partnership assesses all items classified as unevaluated property on an annual basis for possible impairment. The Partnership assesses properties on an individual basis or as a group if properties are individually insignificant. The assessment includes consideration of the following factors, among others: intent to drill; remaining lease term; geological and geophysical evaluations; drilling results and activity; the assignment of proved reserves; and the economic viability of development if proved reserves are assigned. During any period in which these factors indicate an impairment, the

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

cumulative drilling costs incurred to date for such property and all or a portion of the associated leasehold costs are transferred to the full cost pool and are then subject to amortization.

**Debt Issuance Costs**

Other assets include capitalized costs of \$4.4 million, \$2.2 million and \$1.7 million, net of accumulated amortization of \$1.4 million, \$0.8 million and \$0.4 million as of December 31, 2017, 2016 and 2015, respectively. The costs are associated with the Partnership's credit agreement and are being amortized over the term of the credit agreement.

**Royalty Interest and Revenue Recognition**

Royalty interest represents the right to receive revenues (oil and natural gas sales), less production and operating taxes and post-production costs. Revenue is recorded when title passes to the purchaser.

Royalty interest has no rights or obligations to explore, develop or operate the property and does not incur any of the costs of exploration, development and operation of the property.

**Concentrations**

The Partnership is subject to risk resulting from the concentration of the Partnership's royalty interest revenues in producing oil and natural gas properties and receivables with several significant purchasers. For the year ended December 31, 2017, two purchasers each accounted for more than 10% of royalty interest revenue: Shell Trading (US) Company ("Shell Trading") (47%) and RSP Permian LLC (23%). For the year ended December 31, 2016, two purchasers each accounted for more than 10% of royalty interest revenue: Shell Trading (57%) and RSP Permian LLC (32%). For the year ended December 31, 2015, two purchasers each accounted for more than 10% of royalty interest revenue: Shell Trading (68%) and RSP Permian LLC (25%). The Partnership does not require collateral and does not believe the loss of any single purchaser would materially impact the Partnership's operating results, as crude oil and natural gas are fungible products with well-established markets and numerous purchasers.

**Investments**

The Partnership has an equity interest in a limited partnership that is so minor that the Partnership has no influence over partnership operating and financial policies. This interest was acquired during the year ended December 31, 2014 and is accounted for under the cost method. Under the cost method, investments are carried at cost and are adjusted only for other than temporary declines in fair value, certain distributions and additional investments. As of December 31, 2017, the book value of this investment was \$33.9 million, which is included in other assets in the accompanying consolidated balance sheets.

**Earnings Per Unit**

Earnings per unit applicable to limited partners is computed by dividing limited partners' interest in net income by the weighted average number of outstanding common units.

**Unit-Based Compensation**

Unit-based compensation awards are measured at fair value on the date of grant and are expensed, net of estimated forfeitures, over the required service period. See Note 7—Unit-Based Compensation.

**Income Taxes**

The Partnership is organized as a pass-through entity for income tax purposes. As a result, the Partnership's partners are responsible for federal income taxes on their share of the Partnership's taxable income.

The Partnership is subject to the Texas margin tax. Diamondback does not expect any Texas margin tax to be due for the years ended December 31, 2017, 2016 and 2015, so no amount has been provided in the accompanying financial statements.

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

### ***New Accounting Pronouncements***

#### *Recently Issued Pronouncements*

In May 2014, the Financial Accounting Standards Board issued Accounting Standards Update 2014-09, "Revenue from Contracts with Customers". This update supersedes most of the existing revenue recognition requirements in GAAP and requires (i) an entity to recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services and (ii) requires expanded disclosures regarding the nature, amount, timing and uncertainty of revenue and cash flows from contracts with customers.

The Partnership will adopt this Accounting Standards Update effective January 1, 2018 using the modified retrospective approach. The Partnership has reviewed various contracts that represent its material revenue streams and determined that there will be no impact to its financial position, results of operations or liquidity. Upon adoption of this Accounting Standards Update, the Partnership will not be required to record a cumulative effect adjustment due to the new Accounting Standards Update not having a quantitative impact compared to existing GAAP. Also, upon adoption of this Accounting Standards Update, the Partnership will not be required to alter its existing information technology and internal controls outside of ongoing contract review processes in order to identify impacts of future revenue contracts entered into by the Partnership. The Partnership does not anticipate the disclosure requirements under the Accounting Standards Update to have a material change on how it presents information regarding its revenue streams as compared to existing GAAP.

In January 2016, the Financial Accounting Standards Board issued Accounting Standards Update 2016-01, "Financial Instruments—Overall". This update applies to any entity that holds financial assets or owes financial liabilities. This update requires equity investments (except for those accounted for under the equity method or those that result in consolidation of the investee) to be measured at fair value with changes in fair value recognized in net income. The Partnership will adopt this standard effective January 1, 2018 by means of a cumulative-effect adjustment which will decrease Unitholders' Equity and will bring the fair value of its investment to \$15.2 million or \$15.20 per unit for that investment.

In November 2016, the Financial Accounting Standards Board issued Accounting Standards Update 2016-18, "Statement of Cash Flows - Restricted Cash". This update affects entities that have restricted cash or restricted cash equivalents. The Partnership will adopt this update retrospectively effective January 1, 2018. The adoption of this update will only effect the presentation on the Statement of Cash Flows.

In January 2017, the Financial Accounting Standards Board issued Accounting Standards Update 2017-01, "Business Combinations - Clarifying the Definition of a Business". This update applies to all entities that must determine whether they acquired or sold a business. This update provides a screen to determine when a set is not a business. The screen requires that when substantially all of the fair value of the gross assets acquired (or disposed of) is concentrated in a single identifiable asset or a group of similar identifiable assets, the set is not a business. The Partnership will adopt this update prospectively effective January 1, 2018. The adoption of this update will not have an impact on its financial position, results of operations or liquidity.

#### *Accounting Pronouncements Not Yet Adopted*

In February 2016, the Financial Accounting Standards Board issued Accounting Standards Update 2016-02, "Leases". This update applies to any entity that enters into a lease, with some specified scope exemptions. Under this update, a lessee should recognize in the statement of financial position a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term. While there were no major changes to the lessor accounting, changes were made to align key aspects with the revenue recognition guidance. This update will be effective for public entities for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years, with early adoption permitted. Entities will be required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. As of the filing date, the Partnership was not the lessor or lessee of any leases other than mineral leases which were excluded from the scope of this Accounting Standards Update. Therefore, the Partnership believes the adoption of this update will not have an impact on its financial position, results of operations or liquidity.

In June 2016, the Financial Accounting Standards Board issued Accounting Standards Update 2016-13, "Financial Instruments - Credit Losses". This update affects entities holding financial assets and net investment in leases that are not accounted for at fair value through net income. The amendments affect loans, debt securities, trade receivables, net investments in leases, off-balance sheet credit exposures, reinsurance receivables, and any other financial assets not excluded from the scope that have

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

the contractual right to receive cash. This update will be effective for financial statements issued for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. This update will be applied through a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is effective. The Partnership does not believe the adoption of this standard will have an impact on its financial statements since it does not have a history of credit losses.

### 3. ACQUISITIONS

#### 2017 Activity

During the year ended December 31, 2017, the Partnership acquired mineral interests underlying 3,157 net royalty acres for an aggregate of approximately \$343.1 million and, as of December 31, 2017, had mineral interests underlying 9,570 net royalty acres. The Partnership funded these acquisitions primarily with borrowings under its revolving credit facility, with a portion of the net proceeds from its January and July 2017 offerings of common units and with the issuance of 174,513 common units to a seller in a private placement in May 2017.

#### 2016 Activity

During the year ended December 31, 2016, the Partnership acquired mineral interests underlying 2,142 net royalty acres in 63 transactions for an aggregate of approximately \$205.7 million. The Partnership funded these acquisitions primarily with borrowings under its revolving credit facility and a portion of the net proceeds from its August 2016 offering of common units.

#### 2015 Activity

During the year ended December 31, 2015, the Partnership acquired an approximate average 1.5% overriding royalty interest in certain acreage primarily located in Howard County, Texas from Diamondback for \$31.1 million. This acquisition was primarily funded with borrowings under the Partnership's credit agreement discussed in Note 5.

### 4. OIL AND NATURAL GAS INTERESTS

Oil and natural gas interests include the following:

	December 31,	
	2017	2016
	(in thousands)	
Oil and natural gas interests:		
Subject to depletion	\$ 589,173	\$ 508,586
Not subject to depletion	514,724	252,232
Gross oil and natural gas interests	1,103,897	760,818
Accumulated depletion and impairment	(189,466)	(148,948)
Oil and natural gas interests, net	<u>\$ 914,431</u>	<u>\$ 611,870</u>
Balance of costs not subject to depletion:		
Incurred in 2017	\$ 284,471	
Incurred in 2016	158,156	
Incurred in 2015	30,896	
Incurred in 2014	41,201	
Total not subject to depletion	<u>\$ 514,724</u>	

Costs associated with unevaluated properties are excluded from the full cost pool until a determination as to the existence of proved reserves is able to be made. The inclusion of the Partnership's unevaluated costs into the amortization base is expected to be completed within three to five years.

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

Under the full cost method of accounting, the Partnership is required to perform a ceiling test each quarter. The test determines a limit, or ceiling, on the book value of the proved oil and gas interests. Net capitalized costs are limited to the lower of unamortized cost or the cost center ceiling. The cost center ceiling is defined as the sum of (a) estimated future net revenues, discounted at 10% per annum, from proved reserves, based on the trailing 12-month unweighted average of the first-day-of-the-month price, adjusted for any contract provisions or financial derivatives, if any, that hedge the Partnership's oil and natural gas revenue, (b) the cost of interests not being amortized, if any, and (c) the lower of cost or market value of unproved interests included in the cost being amortized. If the net book value exceeds the ceiling, an impairment or non-cash write down is required.

As a result of the decline in prices, the Partnership recorded non-cash impairments for the years ended December 31, 2016 and 2015 of \$47.5 million and \$3.4 million, respectively, which are included in accumulated depletion and impairment. There was no impairment recorded for the year ended December 31, 2017. For 2016 and 2015, the impairment charges affected the Partnership's reported net loss but did not reduce its cash flow. In addition to commodity prices, the Partnership's production rates, levels of proved reserves, future development costs, transfers of unevaluated properties and other factors will determine its actual ceiling test limitations and impairment analysis in future periods.

## 5. DEBT

### *Credit Agreement-Wells Fargo Bank*

On July 8, 2014, the Partnership entered into a secured revolving credit agreement with Wells Fargo, as administrative agent, and Wells Fargo Securities, as sole book runner and lead arranger. The credit agreement, as amended, provides for a revolving credit facility in the maximum credit amount of \$2.0 billion and a borrowing base based on its oil and natural gas reserves and other factors (the "borrowing base") of \$400.0 million, subject to scheduled semi-annual and other elective borrowing base redeterminations. The borrowing base is scheduled to be re-determined semi-annually with effective dates of May 1st and November 1st. In addition, the Partnership may request up to three additional redeterminations of the borrowing base during any 12-month period. As of December 31, 2017, the borrowing base was set at \$400.0 million, and the Partnership had \$93.5 million of outstanding borrowings and \$306.5 million available for future borrowings under its revolving credit facility.

The outstanding borrowings under the credit agreement bear interest at a rate elected by the Partnership that is equal to an alternative base rate (which is equal to the greatest of the prime rate, the Federal Funds effective rate plus 0.50% and 3-month LIBOR plus 1.0%) or LIBOR, in each case plus the applicable margin. The applicable margin ranges from 0.75% to 1.75% per annum in the case of the alternative base rate and from 1.75% to 2.75% per annum in the case of LIBOR, in each case depending on the amount of loans and letters of credit outstanding in relation to the commitment, which is defined as the lesser of the maximum credit amount and the borrowing base. The Partnership is obligated to pay a quarterly commitment fee ranging from 0.375% to 0.500% per year on the unused portion of the commitment, which fee is also dependent on the amount of loans and letters of credit outstanding in relation to the commitment. Loan principal may be optionally repaid from time to time without premium or penalty (other than customary LIBOR breakage), and is required to be repaid (a) to the extent the loan amount exceeds the commitment or the borrowing base, whether due to a borrowing base redetermination or otherwise (in some cases subject to a cure period), (b) in an amount equal to the net cash proceeds from the sale of property when a borrowing base deficiency or event of default exists under the credit agreement and (c) at the maturity date of November 1, 2022. The loan is secured by substantially all of our and our subsidiary's assets.

The credit agreement contains various affirmative, negative and financial maintenance covenants. These covenants, among other things, limit additional indebtedness, additional liens, sales of assets, mergers and consolidations, dividends and distributions, transactions with affiliates and entering into certain swap agreements and require the maintenance of the financial ratios described below.

<b>Financial Covenant</b>	<b>Required Ratio</b>
Ratio of total debt to EBITDAX	Not greater than 4.0 to 1.0
Ratio of current assets to liabilities, as defined in the credit agreement	Not less than 1.0 to 1.0

The covenant prohibiting additional indebtedness allows for the issuance of unsecured debt of up to \$400.0 million in the form of senior unsecured notes and, in connection with any such issuance, the reduction of the borrowing base by 25% of the stated principal amount of each such issuance. A borrowing base reduction in connection with such issuance may require a portion of the outstanding principal of the loan to be repaid.

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

As of December 31, 2017, the Partnership was in compliance with all financial covenants under its credit agreement. The lenders may accelerate all of the indebtedness under our revolving credit facility upon the occurrence and during the continuance of any event of default. The credit agreement contains customary events of default, including non-payment, breach of covenants, materially incorrect representations, cross-default, bankruptcy and change of control. With certain specified exceptions, the terms and provisions of the Partnership's credit agreement generally may be amended with the consent of the lenders holding a majority of the outstanding loans or commitments to lend.

## **6. RELATED PARTY TRANSACTIONS**

### ***Acquisition***

During the year ended December 31, 2015, the Partnership acquired an approximate average 1.5% overriding royalty interest in certain acreage primarily located in Howard County, Texas from Diamondback for \$31.1 million. This acquisition was primarily funded with borrowings under the Partnership's credit agreement discussed in Note 5.

### ***Partnership Agreement***

In connection with the closing of the IPO, the General Partner and Diamondback entered into the first amended and restated agreement of limited partnership dated June 23, 2014 (the "Partnership Agreement"). The Partnership Agreement requires the Partnership to reimburse the General Partner for all direct and indirect expenses incurred or paid on the Partnership's behalf and all other expenses allocable to the Partnership or otherwise incurred by the General Partner in connection with operating the Partnership's business. The Partnership Agreement does not set a limit on the amount of expenses for which the General Partner and its affiliates may be reimbursed. These expenses include salary, bonus, incentive compensation and other amounts paid to persons who perform services for the Partnership or on the Partnership's behalf and expenses allocated to the General Partner by its affiliates. The General Partner is entitled to determine the expenses that are allocable to the Partnership. For the year ended December 31, 2017, the General Partner received from the Partnership reimbursements of \$2.5 million. For the year ended December 31, 2016, the General Partner did not receive any reimbursements from the Partnership. For the year ended December 31, 2015, the General Partner did not receive any reimbursements from the Partnership other than the \$4,000 outstanding at December 31, 2014.

### ***Advisory Services Agreement***

In connection with the closing of the IPO, the Partnership and General Partner entered into an advisory services agreement with Wexford Capital LP ("Wexford") dated as of June 23, 2014 (the "Advisory Services Agreement"), under which Wexford agreed to provide the Partnership and the General Partner with general financial and strategic advisory services related to the Partnership's business in return for an annual fee of \$0.5 million, plus reasonable out-of-pocket expenses. The Advisory Services Agreement had an initial term of two years commencing on June 23, 2014, and continues for additional one-year periods unless terminated in writing by either party at least ten days prior to the expiration of the then current term. It may be terminated at any time by either party upon 30 days prior written notice. In the event the Partnership terminates the Advisory Services Agreement, the Partnership is obligated to pay all amounts due through the remaining term. In addition, the Partnership agreed to pay Wexford to-be-negotiated market-based fees approved by the conflict committee of the board of directors of the General Partner, if, and to the extent, the Partnership requests services from Wexford in connection with acquisitions and divestitures, financings or other transactions in which the Partnership may be involved. The services provided by Wexford under the Advisory Services Agreement do not extend to the Partnership's day-to-day business or operations. The Partnership has agreed to indemnify Wexford and its affiliates from their losses arising out of or in connection with the Advisory Services Agreement except for losses resulting from Wexford's or its affiliates' gross negligence or willful misconduct. For the years ended December 31, 2017 and 2016, the Partnership did not pay any amounts under the Advisory Services Agreement. For the year ended December 31, 2015, the Partnership paid \$0.5 million under the Advisory Services Agreement.

### ***Tax Sharing***

In connection with the closing of the IPO, the Partnership entered into a tax sharing agreement with Diamondback, dated June 23, 2014, pursuant to which the Partnership agreed to reimburse Diamondback for its share of state and local income and other taxes for which the Partnership's results are included in a combined or consolidated tax return filed by Diamondback with respect to taxable periods including or beginning on June 23, 2014. The amount of any such reimbursement is limited to the tax the Partnership would have paid had it not been included in a combined group with Diamondback. Diamondback may use its tax

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

attributes to cause its combined or consolidated group, of which the Partnership may be a member for this purpose, to owe less or no tax. In such a situation, the Partnership agreed to reimburse Diamondback for the tax the Partnership would have owed had the tax attributes not been available or used for the Partnership's benefit, even though Diamondback had no cash tax expense for that period.

**Lease Bonus**

During the year ended December 31, 2017, Diamondback paid the Partnership \$0.1 million in lease bonus payments to extend the term of two leases, reflecting an average bonus of \$7,459 per acre. During the year ended December 31, 2016, Diamondback paid the Partnership \$0.3 million in lease bonus payments to extend the term of six leases, reflecting an average bonus of \$1,371 per acre.

**7. UNIT-BASED COMPENSATION**

In connection with the IPO, the board of directors of the General Partner adopted the Viper Energy Partners LP Long Term Incentive Plan ("LTIP"), effective June 17, 2014, for employees, officers, consultants and directors of the General Partner and any of its affiliates, including Diamondback, who perform services for the Partnership. The LTIP provides for the grant of unit options, unit appreciation rights, restricted units, unit awards, phantom units, distribution equivalent rights, cash awards, performance awards, other unit-based awards and substitute awards. A total of 9,070,356 common units has been reserved for issuance pursuant to the LTIP. Common units that are cancelled, forfeited or withheld to satisfy exercise prices or tax withholding obligations will be available for delivery pursuant to other awards. The LTIP is administered by the board of directors of the General Partner or a committee thereof.

For the years ended December 31, 2017, 2016 and 2015, the Partnership incurred \$2.4 million, \$3.8 million and \$3.9 million, respectively, of unit-based compensation.

**Unit Options**

In accordance with the LTIP, the exercise price of unit options granted may not be less than the market value of the common units at the date of grant. The units issued under the LTIP will consist of new common units of the Partnership. On June 17, 2014, the Partnership granted 2,500,000 unit options to the executive officers of the General Partner. The unit options vested approximately 33% ratably on each of the first three anniversaries of the date of grant. All outstanding unit options were amended effective November 29, 2016 to provide that vested unit options became exercisable upon the earlier to occur of (i) the "Exercise Window Period" beginning on the third anniversary of the date of grant and ending on December 31, 2017, or (ii) the "Change of Control Exercise Period" beginning ten days before and ending on the date a change of control occurs (the earlier occurring of such events, the "Exercise Period"). At any time within the Exercise Period, if a participant attempted to exercise a vested unit option and the fair market value per unit as of such date was less than the exercise price per option unit, the vested unit option would not be exercisable. As of December 31, 2017, all vested unit options automatically terminated and became null and void.

The fair value of the unit options on the date of grant is expensed over the applicable vesting period. The Partnership estimates the fair values of unit options granted using a Black-Scholes option valuation model, which requires the Partnership to make several assumptions. At the time of grant the Partnership did not have a history of market prices, thus the expected volatility was determined using the historical volatility for a peer group of companies. The expected term of options granted was determined based on the contractual term of the awards. The risk-free interest rate is based on the U.S. treasury yield curve rate for the expected term of the unit option at the date of grant. The expected dividend yield was based upon projected performance of the Partnership.

	<b>2014</b>	
Grant-date fair value	\$	4.24
Expected volatility		36.0%
Expected dividend yield		5.9%
Expected term (in years)		3.0
Risk-free rate		0.99%

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

The following table presents the unit option activity under the LTIP for the year ended December 31, 2017:

	Unit Options	Weighted Average		Intrinsic Value  (in thousands)
		Exercise Price	Remaining Term  (in years)	
Outstanding at December 31, 2016	2,424,266	\$ 26.00		
Expired/Forfeited	(2,416,666)	\$ 26.00		
Outstanding at December 31, 2017	<u>7,600</u>	\$ 18.49	0.00	\$ —
Vested and Expected to Vest at December 31, 2017	<u>7,600</u>	\$ 18.49	0.00	\$ —

**Phantom Units**

Under the LTIP, the board of directors of the General Partner is authorized to issue phantom units to eligible employees. The Partnership estimates the fair value of phantom units as the closing price of the Partnership's common units on the grant date of the award, which is expensed over the applicable vesting period. Upon vesting the phantom units entitle the recipient to one common unit of the Partnership for each phantom unit.

The following table presents the phantom unit activity under the LTIP for the year ended December 31, 2017:

	Phantom Units	Weighted Average Grant-Date Fair Value
Unvested at December 31, 2016	21,048	\$ 16.23
Granted	116,567	\$ 17.09
Vested	(32,176)	\$ 16.49
Unvested at December 31, 2017	<u>105,439</u>	\$ 17.10

The aggregate fair value of phantom units that vested during the year ended December 31, 2017 was \$0.5 million. As of December 31, 2017, the unrecognized compensation cost related to unvested phantom units was \$1.3 million. Such cost is expected to be recognized over a weighted-average period of 1.4 years.

**8. PARTNERS' CAPITAL AND PARTNERSHIP DISTRIBUTIONS**

The Partnership has general partner and common unit partnership interests. The general partner interest is a non-economic interest and is not entitled to any cash distributions.

At December 31, 2017, the Partnership had a total of 113,882,045 common units issued and outstanding, of which 73,150,000 common units were owned by Diamondback, representing approximately 64% of the total Partnership units outstanding.

The following table summarizes changes in the number of the Partnership's common units:

	Common Units
Balance at December 31, 2016	87,800,356
Common units issued in public offerings	25,875,000
Common units vested and issued under the LTIP	32,176
Common units issued for acquisition	174,513
Balance at December 31, 2017	<u>113,882,045</u>

The board of directors of the General Partner has adopted a policy for the Partnership to distribute all available cash generated on a quarterly basis, beginning with the quarter ending September 30, 2014. Cash distributions are made to the common unitholders of record on the applicable record date, generally within 60 days after the end of each quarter. Available cash for each quarter is determined by the board of directors of our general partner following the end of such quarter. Available cash for each quarter generally equals Adjusted EBITDA reduced for cash needed for debt service and other contractual obligations and fixed

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

charges and reserves for future operating or capital needs that the board of directors of our general partner deems necessary or appropriate, if any.

The following table presents cash distributions approved by the board of directors of the General Partner for the periods presented.

Declaration Date	Quarter	Amount per Common Unit	Payment Date	Amount Distributed to Diamondback (in thousands)
February 5, 2015	Q4 2014	\$ 0.250	February 27, 2015	\$ 17,612
May 1, 2015	Q1 2015	\$ 0.189	May 22, 2015	\$ 13,385
July 31, 2015	Q2 2015	\$ 0.220	August 21, 2015	\$ 15,499
October 30, 2015	Q3 2015	\$ 0.200	November 20, 2015	\$ 14,091
February 12, 2016	Q4 2015	\$ 0.228	February 26, 2016	\$ 16,063
May 2, 2016	Q1 2016	\$ 0.149	May 23, 2016	\$ 10,497
July 21, 2016	Q2 2016	\$ 0.189	August 22, 2016	\$ 13,693
October 25, 2016	Q3 2016	\$ 0.207	November 18, 2016	\$ 14,997
February 3, 2017	Q4 2016	\$ 0.258	February 24, 2017	\$ 18,692
April 28, 2017	Q1 2017	\$ 0.302	May 25, 2017	\$ 21,880
July 28, 2017	Q2 2017	\$ 0.332	August 24, 2017	\$ 24,286
October 16, 2017	Q3 2017	\$ 0.337	November 14, 2017	\$ 24,652

## 9. EARNINGS PER UNIT

The net income per common unit on the consolidated statements of operations is based on the net income (loss) of the Partnership for the years ended December 31, 2017, 2016 and 2015, since this is the amount of net income that is attributable to the Partnership's common units.

The Partnership's net income (loss) is allocated wholly to the common units as the General Partner does not have an economic interest. Payments made to the Partnership's unitholders are determined in relation to the cash distribution policy described in Note 8—Partners' Capital and Partnership Distributions.

Basic net income per common unit is calculated by dividing net income (loss) by the weighted-average number of common units outstanding during the period. Diluted net income per common unit gives effect, when applicable, to unvested common units granted under the LTIP.

	Year Ended December 31,		
	2017	2016	2015
	(In thousands, except per unit amounts)		
Net income (loss) attributable to the period	111,478	(10,899)	24,419
Weighted average common units outstanding			
Basic weighted average common units outstanding	104,318	83,081	79,717
Effect of dilutive securities:			
Potential common units issuable	65	—	10
Diluted weighted average common units outstanding	104,383	83,081	79,727
Net income (loss) per common unit, basic	\$1.07	\$(0.13)	\$0.31
Net income (loss) per common unit, diluted	\$1.07	\$(0.13)	\$0.31

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

For the years ended December 31, 2017, 2016 and 2015, there were 39,788 units, 1,567,155 units and 1,697,142 units, respectively, that were not included in the computation of diluted earnings per unit because their inclusion would have been anti-dilutive for the periods presented but could potentially dilute basic earnings per unit in future periods.

**10. COMMITMENTS AND CONTINGENCIES**

The Partnership could be subject to various possible loss contingencies which arise primarily from interpretation of federal and state laws and regulations affecting the natural gas and crude oil industry. Such contingencies include differing interpretations as to the prices at which natural gas and crude oil sales may be made, the prices at which royalty owners may be paid for production from their leases, environmental issues and other matters. Management believes it has complied with the various laws and regulations, administrative rulings and interpretations.

**11. SUBSEQUENT EVENTS**

*Cash Distribution*

On January 31, 2018, the board of directors of the General Partner approved a cash distribution for the fourth quarter of 2017 of \$0.46 per common unit, payable on February 26, 2018, to unitholders of record at the close of business on February 19, 2018.

*Recent Acquisitions*

Since the end of the fourth quarter of 2017, the Partnership acquired from unrelated third party sellers additional mineral interests underlying 137,443 gross acres, 1,617 net acres and 900 net royalty acres in the Permian Basin and Eagle Ford Shale for an aggregate of approximately \$149.4 million, subject to post-closing adjustments. As a result, as of February 2, 2018, the Partnership's assets included mineral interests underlying 385,046 gross acres, 45,460 net acres and 10,470 net royalty acres primarily in the Permian Basin and Eagle Ford Shale. These acquisitions were primarily funded with cash on hand and borrowings under the Partnership's revolving credit facility.

**12. SUPPLEMENTAL INFORMATION ON OIL AND NATURAL GAS OPERATIONS (Unaudited)**

The Partnership's oil and natural gas reserves are attributable solely to properties within the United States.

**Capitalized oil and natural gas costs**

Aggregate capitalized costs related to oil and natural gas production activities with applicable accumulated depreciation, depletion and amortization are as follows:

	December 31,	
	2017	2016
	(In thousands)	
Oil and natural gas interests:		
Proved	\$ 589,173	\$ 508,586
Unproved	514,724	252,232
Total oil and natural gas interests	1,103,897	760,818
Accumulated depletion and impairment	(189,466)	(148,948)
Net oil and natural gas interests capitalized	\$ 914,431	\$ 611,870

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

**Costs incurred in oil and natural gas activities**

Costs incurred in oil and natural gas property acquisition, exploration and development activities are as follows:

	December 31,		
	2017	2016	2015
(In thousands)			
<b>Acquisition costs</b>			
Proved properties	\$ 55,948	\$ 31,441	\$ 4,121
Unproved properties	287,131	174,385	39,786
Total	<u>\$ 343,079</u>	<u>\$ 205,826</u>	<u>\$ 43,907</u>

**Results of Operations from Oil and Natural Gas Producing Activities**

The following schedule sets forth the revenues and expenses related to the production and sale of oil and natural gas. It does not include any interest costs or general and administrative costs and, therefore, is not necessarily indicative of the contribution to the net operating results of the Partnership's oil, natural gas and natural gas liquids operations.

	December 31,		
	2017	2016	2015
(In thousands)			
Royalty income	\$ 160,163	\$ 78,837	\$ 74,859
Production and ad valorem taxes	(10,608)	(5,544)	(5,531)
Gathering and transportation	(789)	(415)	(259)
Depletion	(40,519)	(29,820)	(35,436)
Impairment	—	(47,469)	(3,423)
Results of operations from oil, natural gas and natural gas liquids	<u>\$ 108,247</u>	<u>\$ (4,411)</u>	<u>\$ 30,210</u>

**Oil and Natural Gas Reserves**

Proved oil and natural gas reserve estimates as of December 31, 2017, 2016 and 2015 were prepared by Ryder Scott Company, L.P., independent petroleum engineers. Proved reserves were estimated in accordance with guidelines established by the SEC, which require that reserve estimates be prepared under existing economic and operating conditions based upon the 12-month unweighted average of the first-day-of-the-month prices.

There are numerous uncertainties inherent in estimating quantities of proved oil and natural gas reserves. Oil and natural gas reserve engineering is a subjective process of estimating underground accumulations of oil and natural gas that cannot be precisely measured and the accuracy of any reserve estimate is a function of the quality of available data and of engineering and geological interpretation and judgment. Results of drilling, testing and production subsequent to the date of the estimate may justify revision of such estimate. Accordingly, reserve estimates are often different from the quantities of oil and natural gas that are ultimately recovered.

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

The changes in estimated proved reserves are as follows:

	Oil (Bbls)	Natural Gas Liquids (Bbls)	Natural Gas (Mcf)
(In thousands)			
<b>Proved Developed and Undeveloped Reserves:</b>			
<b>As of December 31, 2014</b>	12,830	2,514	18,994
Purchase of reserves in place	107	3	431
Extensions and discoveries	8,450	2,013	9,476
Revisions of previous estimates	(1,454)	(375)	(3,465)
Production	(1,555)	(239)	(1,128)
<b>As of December 31, 2015</b>	<u>18,378</u>	<u>3,916</u>	<u>24,308</u>
Purchase of reserves in place	1,138	437	2,315
Extensions and discoveries	5,647	1,477	7,181
Revisions of previous estimates	(2,041)	74	(5,223)
Production	(1,778)	(328)	(1,490)
<b>As of December 31, 2016</b>	<u>21,344</u>	<u>5,576</u>	<u>27,091</u>
Purchase of reserves in place	2,106	252	5,245
Extensions and discoveries	7,859	1,813	11,106
Revisions of previous estimates	(2,525)	(813)	(3,498)
Production	(2,899)	(533)	(3,549)
<b>As of December 31, 2017</b>	<u>25,885</u>	<u>6,295</u>	<u>36,395</u>
<b>Proved Developed Reserves:</b>			
December 31, 2015	9,700	2,205	13,739
December 31, 2016	12,332	3,247	15,933
December 31, 2017	18,788	4,536	29,256
<b>Proved Undeveloped Reserves:</b>			
December 31, 2015	8,677	1,711	10,569
December 31, 2016	9,012	2,329	11,158
December 31, 2017	7,097	1,759	7,139

Revisions represent changes in previous reserves estimates, either upward or downward, resulting from new information normally obtained from development drilling and production history or resulting from a change in economic factors, such as commodity prices, operating costs or development costs.

During the year ended December 31, 2017, the Partnership's extensions and discoveries of 11,524 MBoe resulted primarily from the drilling of 96 new wells and from 40 new proved undeveloped locations added. The Partnership's negative revisions of previous estimated quantities of 3,921 MBoe were primarily due to changes in type curves. The purchase of reserves in place of 3,232 MBoe were due to multiple acquisitions primarily located in Pecos, Reeves and Loving counties.

During the year ended December 31, 2016, the Partnership's extensions and discoveries of 7,125 MBoe resulted primarily from the drilling of 33 new wells and from 32 new proved undeveloped locations added. The Partnership's negative revisions of previous estimated quantities of 1,968 MBoe were primarily due to technical revisions with the remainder due to lower product pricing. The purchase of reserves in place of 1,575 MBoe were due to multiple acquisitions with the largest being located in Loving and Midland counties.

During the year ended December 31, 2015, purchases of reserves were primarily from one acquisition in Howard County and several minor acquisitions in other areas consisting of 124 vertical wells and one horizontal well. Extensions are primarily

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

the result of horizontal development of the Wolfcamp B and Lower Spraberry shales. The extensions were the result of one vertical well and 83 horizontal wells, of which 51 horizontal wells are in the proved undeveloped category. Diamondback is the operator of 57 of the 84 total wells. Revisions are primarily the result of downgrading nine horizontal wells and 48 vertical wells that were classified as PUDs into the probable category as a result of lower product prices and subsequent changes in drilling plans such that the wells are no longer expected to be drilled within five years of when they were originally booked.

**Standardized Measure of Discounted Future Net Cash Flows**

The standardized measure of discounted future net cash flows are based on the unweighted average, first-day-of-the-month price. The projections should not be viewed as realistic estimates of future cash flows, nor should the “standardized measure” be interpreted as representing current value to the Partnership. Material revisions to estimates of proved reserves may occur in the future; development and production of the reserves may not occur in the periods assumed; actual prices realized are expected to vary significantly from those used; and actual costs may vary.

The following table sets forth the standardized measure of discounted future net cash flows attributable to the Partnership’s proved oil and natural gas reserves as of December 31, 2017, 2016 and 2015.

	<b>December 31,</b>		
	<b>2017</b>	<b>2016</b>	<b>2015</b>
	<b>(In thousands)</b>		
Future cash inflows	\$ 1,445,883	\$ 948,090	\$ 912,276
Future production taxes	(125,564)	(69,109)	(61,777)
Future state margin tax expenses	(6,932)	(4,615)	(4,789)
Future net cash flows	1,313,387	874,366	845,710
10% discount to reflect timing of cash flows	(688,039)	(461,785)	(449,947)
Standardized measure of discounted future net cash flows	\$ 625,348	\$ 412,581	\$ 395,763

In the table below the average first-day-of-the-month price for oil, natural gas and natural gas liquids is presented, all utilized in the computation of future cash inflows.

	<b>December 31,</b>		
	<b>2017</b>	<b>2016</b>	<b>2015</b>
	Unweighted Arithmetic Average First-Day-of-the-Month Prices		
Oil (per Bbl)	\$ 48.21	\$ 39.64	\$ 45.03
Natural gas (per Mcf)	\$ 2.13	\$ 1.36	\$ 1.64
Natural gas liquids (per Bbl)	\$ 19.15	\$ 11.69	\$ 11.41

**Viper Energy Partners LP**  
**Notes to Financial Statements - (Continued)**

Principal changes in the standardized measure of discounted future net cash flows attributable to the Partnership's proved reserves are as follows:

	December 31,		
	2017	2016	2015
	(In thousands)		
Standardized measure of discounted future net cash flows at the beginning of the period	\$ 412,581	\$ 395,763	\$ 553,236
Purchase of minerals in place	54,662	23,651	2,963
Sales of oil and natural gas, net of production costs	(149,555)	(74,628)	(69,328)
Extensions and discoveries	214,479	104,451	181,330
Net changes in prices and production costs	99,382	(42,155)	(269,154)
Revisions of previous quantity estimates	(50,773)	(42,883)	(71,399)
Net changes in state margin taxes	(1,129)	51	(1,884)
Accretion of discount	41,477	39,800	54,911
Net changes in timing of production and other	4,224	8,531	15,088
Standardized measure of discounted future net cash flows at the end of the period	<u>\$ 625,348</u>	<u>\$ 412,581</u>	<u>\$ 395,763</u>

**13. QUARTERLY FINANCIAL DATA (Unaudited)**

	2017			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(In thousands, except per unit amounts)			
Royalty income	\$ 32,050	\$ 35,933	\$ 42,211	\$ 49,969
Income from operations	21,450	22,479	27,067	42,825
Net income	20,652	22,149	26,607	42,070
Net income attributable to common limited partners per unit:				
Basic	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.37
Diluted	\$ 0.22	\$ 0.23	\$ 0.24	\$ 0.37

	2016			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(In thousands, except per unit amounts)			
Royalty income	\$ 14,086	\$ 16,836	\$ 19,992	\$ 27,923
Income (loss) from operations	(23,104)	(13,711)	10,594	16,910
Net income (loss)	(23,335)	(14,020)	10,202	16,254
Net income (loss) attributable to common limited partners per unit:				
Basic	\$ (0.29)	\$ (0.18)	\$ 0.12	\$ 0.20
Diluted	\$ (0.29)	\$ (0.18)	\$ 0.12	\$ 0.20

**PURCHASE AND SALE AGREEMENT**

**by and between**

**DGK ORRI COMPANY, L.P.,**

**as Seller,**

**VIPER ENERGY PARTNERS LLC,**

**as Buyer,**

**and, solely for purposes of Section 11.14,**

**ROYAL RESOURCES L.P.,**

**as Seller Parent**

Dated as of November 21, 2017

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## List of Exhibits and Schedules

### Exhibits:

Exhibit A Leases  
Exhibit B-1 Wells  
Exhibit B-2 Well Locations  
Exhibit C Form of Assignment

### Schedules:

Schedule 1.1(a) Knowledge Persons  
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Schedule 3.4 Litigation  
Schedule 3.5 Taxes  
Schedule 3.6 Contracts  
Schedule 3.7 Environmental Matters  
Schedule 5.1(b) Restricted Activities

## PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this “Agreement”), dated as of November 21, 2017 (the “Execution Date”), is by and between DGK ORRI Company, L.P., a Delaware limited partnership (“Seller”), Viper Energy Partners LLC, a Delaware limited liability company (“Buyer”) and, solely for purposes of Section 11.14, Royal Resources L.P., a Delaware limited partnership (“Seller Parent”). Seller and Buyer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### Recitals:

**WHEREAS**, Seller desires to sell to Buyer, and Buyer desires to purchase, the Conveyed Assets (as defined below), on and subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### Article 1 Definitions and Rules of Construction

1.1 Definitions. As used herein, the following terms shall have the following meanings:

“Adjustment Amount” has the meaning set forth in Section 2.3.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, such specified Person through one or more intermediaries or otherwise. For the purposes of this definition, “control” means, where used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have correlative meanings.

“Agreement” has the meaning set forth in the preamble of this Agreement.

“Allocated Value” has the meaning set forth in Section 8.2.

“Allocation Statement” has the meaning set forth in Section 2.10.

“Assignment” means the Assignment and Bill of Sale from Seller to Buyer, substantially in the form attached hereto as Exhibit C.

“Assumed Obligations” has the meaning set forth in Section 2.11.

“Austin Chalk Formation” means (a) the definition of “Austin Chalk” that is defined by the unit designation associated with the Unit for a Well Location identified as an “Austin Chalk” location on Exhibit B-2, or (b) in the absence of a unit designation containing a definition for the

“Austin Chalk” formation, the geological formation generally known as the “Austin Chalk” formation, which generally includes the entire correlative interval from 9,950 feet to 10,293 feet for the EOG Resources, Inc. – Milton Unit, Well No. 1 (API No. 42-255-31608), recognizing that the actual depths will vary across the area where the Underlying Properties are located.

“Base Purchase Price” has the meaning set forth in Section 2.2.

“Business Day” means any day that is not a Saturday, Sunday or legal holiday in the States of Texas and New York and that is not otherwise a federal holiday in the United States.

“Buyer” has the meaning set forth in the preamble of this Agreement.

“Buyer Entitlements” has the meaning set forth in Section 2.12.

“Closing” has the meaning set forth in Section 2.7.

“Closing Date” has the meaning set forth in Section 2.7.

“Closing Payment” has the meaning set forth in Section 2.5.

“Closing Statement” has the meaning set forth in Section 2.6.

“Closing Statement Accountant” is defined in Section 2.9(b).

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidentiality Agreement” means that certain confidentiality agreement, dated as of October 9, 2017, between Buyer and Seller Parent.

“Contract” means any legally binding written agreement, commitment, lease, license or contract.

“Contracting Parties” has the meaning set forth in Section 11.13.

“Conveyed Assets” means Seller’s right, title and interest in, to, and under the following, without duplication, except, in each case, to the extent constituting Excluded Assets:

(a) the undivided percentage of Seller’s right, title and interest in and to the overriding royalty interest in each Lease that is set forth for such Lease on Exhibit A (the applicable portion of such overriding royalty interests to be conveyed hereunder, collectively, the “ORRIs”), including all ratifications, extensions and amendments to such Lease, as set forth on Exhibit A, and (without duplication) the interest in the Wells and Units derived from such ORRIs, together with the rights, to the extent applicable, to receive all profits or income attributable to the ownership thereof to the extent attributable to periods and payable under the terms of the relevant instruments after the Effective Time;

(b) all proceeds, revenues, or other benefits attributable to production from or the ownership of the ORRIs after the Effective Time;

(c) all Contracts by which any of the ORRIs are bound by or subject, or that relate to or are otherwise applicable to the ORRIs, solely to the extent relating to or applicable to the ORRIs;

(d) all Permits to the extent relating to or applicable solely to the ORRIs and (i) required of Seller for the ownership of the ORRIs and (ii) transferable pursuant to applicable Laws;

(e) to the extent relating to the Conveyed Assets and to the extent transferable, all rights and interests of Seller (i) under any policy or agreement of insurance or indemnity (including any rights, claims or causes of action of Seller against Third Parties under any indemnity or hold harmless agreements) and any indemnities received in connection with Seller's prior acquisition of any of the Conveyed Assets, but in each case only to the extent that such rights or interests arise from obligations or liabilities for which Buyer is responsible under this Agreement, or (ii) relating to existing claims and causes of action that may be asserted against a Third Party to the extent such rights and claims arise from obligations or liabilities assumed by Buyer hereunder; and

(f) complete copies of the Records.

“Currently Productive Interval” means (a) as to any Well producing as of the Execution Date, the productive interval as of the Execution Date and (b) as to any Well not currently producing as of the Execution Date, the most recent productive interval prior to the Execution Date.

“Damages” means any and all claims, demands, payments, charges, judgments, assessments, losses, liabilities, damages, and out-of-pocket penalties, fines, expenses, costs, fees, settlements, and deficiencies, including any reasonable, out-of-pocket attorney's fees, legal, and other costs and expenses suffered or incurred therewith.

“Defensible Title” has the meaning set forth in Section 8.1(b).

“Disclosure Schedules” means the schedules attached hereto, each a “Disclosure Schedule.”

“Dollars” and “\$” mean the lawful currency of the United States.

“Due Diligence Information” has the meaning set forth in Section 4.8(b).

“Eagle Ford Formation” means (a) the definition of “Eagle Ford” that is defined by the unit designation associated with the Unit for a Well Location identified as a “Eagle Ford” location on Exhibit B-2, or (b) in the absence of a unit designation containing a definition for the “Eagle Ford” formation, the geological formation generally known as the “Eagle Ford” formation, which generally includes the entire correlative interval from 10,294 feet to 10,580 feet for the EOG

Resources, Inc. – Milton Unit, Well No. 1 (API No. 42-255-31608), recognizing that the actual depths will vary across the area where the Underlying Properties are located.

“Effective Time” means 12:00 a.m. (Central Standard Time) on October 1, 2017.

“Environmental Laws” means all applicable Laws of any Governmental Authority relating to the protection of the environment or pollution.

“Escrow Account” has the meaning set forth in Section 2.4.

“Escrow Agent” means JP Morgan Chase Bank, N.A.

“Escrow Agreement” means the escrow agreement among Seller, Buyer and the Escrow Agent, entered into as of the Execution Date.

“Estimated Adjustment Amount” has the meaning set forth in Section 2.6.

“Excluded Assets” means: (i) except to the extent relating to an Assumed Obligation, all credits and refunds and all accounts, instruments and general intangibles (as such terms are defined in the Texas Uniform Commercial Code) attributable to the Conveyed Assets with respect to any period of time prior to the Effective Time; (ii) all claims of Seller for refunds with respect to any Property Taxes for which Seller is responsible under Section 6.2 or any Taxes attributable to the other Excluded Assets, and such other refunds, and rights thereto, for amounts paid in connection with the Conveyed Assets and attributable to the period prior to the Effective Time, including, without limitation, refunds of amounts paid under any gas gathering or transportation agreement; (iii) all proceeds, income or revenues attributable to (A) the Conveyed Assets for any period prior to the Effective Time (except to the extent of any increase to the Base Purchase Price under Section 2.3(a)), or (B) any other Excluded Assets; (iv) all Hydrocarbons produced from the Wells prior to the Effective Time; (v) all Records, other than title opinions or memoranda relating to the Conveyed Assets, of Seller that are subject to the attorney/client or attorney work product privilege in favor of Seller or to confidentiality agreements; *provided* that Seller has used commercially reasonable efforts, but without the expenditure of funds, to obtain waivers of such confidentiality agreements; (vi) all rights and interests of Seller (A) under any policy or agreement of insurance or indemnity (including any rights, claims or causes of action of Seller against Third Parties under any indemnity or hold harmless agreements) and any indemnities received in connection with Seller’s prior acquisition of any of the Conveyed Assets, but in each case, only to the extent that such rights or interests arose from any liability for which Seller is responsible under this Agreement, (B) under any bond, letter of credit or guarantee, or (C) relating to existing claims and causes of action that may be asserted against a Third Party, except to the extent such rights and claims arise from obligations or liabilities assumed by Buyer hereunder; (vii) except as otherwise provided herein, all fees, rentals, proceeds, payments, revenues, rights, and economic benefits of every kind and character (and all security or other deposits made) payable to Seller as the owner of the Conveyed Assets and that are attributable to the period prior to the Effective Time (except to the extent of any increase to the Base Purchase Price under Section 2.3); (viii) all exchange traded futures contracts and over-the-counter derivative Contracts of Seller as to which Seller has an open position as of the Effective Time; (ix) all audit rights (including rights to receive costs and revenues

in connection therewith, in each case to the extent Seller is responsible for such costs under this Agreement) with respect to the Conveyed Assets for any period prior to the Effective Time or to any of the Excluded Assets, *provided* that, this clause (ix) shall not limit access rights to information or records necessary to comply with Section 5.2; (x) records relating to the offer, negotiation or consummation of the sale of the Conveyed Assets; (xi) except to the extent relating to an Assumed Obligation, any other right or interest of such Seller, including claims against Third Parties, to the extent related to the ownership of the Conveyed Assets prior to the Effective Time (including all proceeds and revenues produced from or attributable to the ORRIs, in each case, prior to the Effective Time); (xii) all corporate, partnership, financial, and tax records that relate to any of Seller or its Affiliates' businesses (whether or not related to the Conveyed Assets) and (xiii) all Contracts listed on Schedule 1.1(c).

“Execution Date” has the meaning set forth in the preamble of this Agreement.

“Expenses” means, without duplication, all costs, expenses and other expenditures to the extent directly related to the Conveyed Assets (as opposed to Seller generally), including (i) operating expenses of Seller (including costs of title examination and curative actions, marketing and transportation expenses (to the extent not deducted by an operator, leaseholder or other Third Party paying Royalties)) and (ii) bona fide general and administrative costs of the Seller and Seller Parent allocated to the Conveyed Assets (not to exceed \$33,333 per month (prorated for partial months)).

“Final Closing Statement” has the meaning set forth in Section 2.9(b).

“Final Settlement Date” has the meaning set forth in Section 2.9(a).

“GAAP” means generally accepted accounting principles of the United States, as consistently applied.

“Governmental Authority” means any federal, state, municipal, local or similar governmental authority, regulatory or administrative agency, court or arbitral body.

“Hydrocarbons” means oil, gas, condensate or any other gaseous and liquid hydrocarbons or any combination or constituents thereof, including sulphur and other constituents extracted therefrom.

“Individual Claim Threshold” has the meaning set forth in Section 10.4.

“IRS” means the Internal Revenue Service of the United States.

“Knowledge” means, as to Seller, the actual knowledge of the individuals listed on Schedule 1.1(a) as of the Execution Date, without requirement of investigation or inquiry.

“Law” means any applicable statute, writ, law, rule, regulation, ordinance, Order, judgment, injunction, determination or decree of a Governmental Authority, in each case as in effect on and as interpreted as of the Execution Date.

“Leases” means the oil and gas leases listed on Exhibit A.

“Liens” means liens, pledges, options, mortgages, deeds of trust or security interests.

“Material Adverse Effect” means any circumstance, change or effect that has had or would be reasonably likely to have, individually or in the aggregate with any other circumstance, change or effect, a material and adverse effect on the ownership or financial condition of the Conveyed Assets, taken as a whole, or Seller’s, or Seller Parent’s, ability to perform its obligations hereunder, but shall exclude any circumstance, change or effect resulting or arising from: (i) any change in general conditions in the industries or markets in which Seller operates; (ii) seasonal reductions in revenues and/or earnings of Seller in the ordinary course of its business; (iii) any adverse change, event or effect on the global, national or regional energy industry as a whole, including any such change to energy prices or the value of oil and gas assets and properties or other commodities, goods or services, or the availability or costs of hedges; (iv) national or international political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack; (v) changes in GAAP or the interpretation thereof; (vi) the entry into or announcement of this Agreement, actions contemplated by this Agreement or the consummation of the transactions contemplated hereby; (vii) matters that will be reflected in the Adjustment Amount; (viii) any set of facts, occurrences or conditions specified in reasonable detail in the Disclosure Schedules or exhibits to this Agreement; (ix) any failure to meet internal or third party projections or forecasts or revenue or earnings or reserve predictions, including as a result of the failure of any third Person operator or working interest owner to develop all or a portion of any Underlying Property or any other action taken or failed to be taken by a third Person operator or owner or working interests with respect to an Underlying Property; (x) changes or developments in financial or securities markets or the economy in general; (xi) natural declines in well performance or reclassification or recalculation of reserves in the ordinary course of business consistent with ordinary, prudent and customary practices in the oil and natural gas exploration and production industry; (xii) acts or failures to act of any Governmental Authorities and changes in Law or the interpretation thereof from and after the Execution Date; or (xiii) effects of weather, meteorological events, natural disasters or other acts of God.

“Material Contracts” has the meaning set forth in Section 3.6.

“Nonparty Affiliates” has the meaning set forth in Section 11.13.

“Notice of Disagreement” has the meaning set forth in Section 2.9(a).

“Notices” is defined in Section 11.1.

“Order” means any order, judgment, injunction, ruling, sentence, subpoena, writ or award issued, made, entered or rendered by any court, administrative agency or other Governmental Authority or by any arbitrator.

“Organizational Documents” means any charter, certificate of incorporation, articles of association, partnership agreements, limited liability company agreements, bylaws, operating agreement or similar formation or governing documents and instruments.

“ORRIs” has the meaning set forth in the definition of “Conveyed Assets”.

“Party” and “Parties” have the meaning set forth in the preamble of this Agreement.

“Performance Deposit” has the meaning set forth in Section 2.4.

“Permits” means authorizations, licenses, permits or certificates issued by Governmental Authorities.

“Permitted Encumbrances” means: (i) lessor’s royalties, overriding royalties, production payments, carried interests and reversionary interests which do not individually, or in the aggregate, (A) materially impact the ownership of the Conveyed Assets or (B) reduce Seller’s Revenue Interest below the amount shown in Exhibit B-1 for any Well or in Exhibit B-2 for any Well Location; (ii) preferential rights to purchase and required Third Party consents to assignment and similar agreements (x) with respect to which waivers or consents are obtained from the appropriate parties or required notices have been given to the holders of such rights and the appropriate time period for asserting such rights has expired without an exercise of such rights, (y) that are not applicable to the transactions contemplated under the Agreement or (z) if any such consent is a Soft Consent; (iii) all rights to consent by, required notices to, filings with or other actions by any Governmental Authority in connection with the sale or conveyance of oil and gas leases or interests therein or sale of production therefrom if the same are customarily obtained subsequent to such sale or conveyance; (iv) liens for Taxes or assessments not due or not delinquent or which are being contested in good faith by appropriate proceedings; (v) easements, rights-of-way, servitudes, permits, surface leases and other rights or limitations in respect of surface operations on or over any of the Underlying Properties which do not operate to (A) materially impact the ownership of the Conveyed Assets or (B) reduce Seller’s Revenue Interest below the amount shown in Exhibit B-1 for any Well or in Exhibit B-2 for any Well Location; (vi) insufficient or incomplete rights to access the surface of any tract on which an Underlying Property is located, (vii) the terms, conditions, restrictions, exceptions, reservations, limitations and other matters contained in the instruments and documents that create or reserve to Seller its interest in the Conveyed Assets, including specifically the Leases and the instruments reserving or creating the ORRIs and any conveyances of the ORRIs, in each case, that do not (A) materially impact the ownership of the Conveyed Assets or (B) reduce Seller’s Revenue Interest below the amount shown in Exhibit B-1 for any Well or in Exhibit B-2 for any Well Location; (viii) any matter waived in writing by Buyer; (ix) all Liens that are released by Closing; (x) conventional rights of reassignment under any Lease obligating a Person to reassign its interest in any portion of the oil and gas leases burdening the Underlying Properties; (xi) defects in the chain of title arising from the failure to recite marital status, omissions of successors or heirship or the lack of probate proceedings and defects arising out of lack of corporate or other entity authorization (absent reasonable evidence of an actual claim of superior title from a Third Party attributable to such matter); (xii) defects or irregularities arising out of the lack of recorded powers of attorney from any Person to execute and deliver documents on their behalf (absent reasonable evidence of an actual claim of superior title from a Third Party

attributable to such matter); (xiii) defects arising out of a lack of evidence of corporate authorization or a scrivener's error (absent reasonable evidence of an actual claim of superior title from a Third Party attributable to such matter); (xiv) defects and irregularities cured by possession under applicable statute of limitation or statutes relating to prescription; (xv) the failure of any third Person operator to develop all or a portion of any Underlying Property which do not individually or in the aggregate, reduce Seller's Revenue Interest below the amount shown in Exhibit B-1 for any Well or in Exhibit B-2 for any Well Location; (xvi) requirements of a Governmental Authority imposed by Law concerning rates of production from operations on any of the land covered by the Underlying Properties affecting recoverability of Hydrocarbons or regulation of the Underlying Properties but excluding any such requirement imposed as a result of a violation or failure to comply with any such Law; (xvii) any Liens set forth on Schedule 1.1(b); (xviii) any reduction in Revenue Interest as a result of any Well or Well Location being designated and operated as an allocation well or lease line well after the Effective Time; (xix) defects based on a gap in the chain of title of the Conveyed Asset, unless such gap is affirmatively shown to exist in the county records by an abstract of title, title opinion or landman report identifying the instruments that occurred immediately before and after such gap in the chain of title, which documents shall be included in the applicable Title Defect Notice; (xx) defects based solely on lack of information in Seller's files; (xxi) defects resulting from lack of survey or failure to record releases of Liens, production payments or mortgages that have expired by their own terms or the enforcement of which are barred by applicable statutes of limitation; in each case, unless Buyer provides affirmative evidence that such defects or irregularities result in another Person's actual and superior claim of title; (xxii) all rights reserved to or vested in any Governmental Authority to control or regulate the Conveyed Assets in any manner; (xxiii) the partial termination or release as to acreage or depths (other than the Target Formations) of any Lease in accordance with the terms of that Lease; and (xxiv) all other liens, defects, charges, encumbrances, contracts (including all operating agreements, participation agreements, farmout agreements and other contracts), agreements, instruments, obligations and irregularities affecting the Underlying Properties or the Conveyed Assets that individually or in the aggregate do not materially impact the ownership of the Conveyed Assets and do not reduce Seller's Revenue Interest below the amount shown in Exhibit B-1 for any Well or in Exhibit B-2 for any Well Location.

“Person” means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or other entity of any kind.

“Post-Effective Time Tax Period” has the meaning set forth in Section 6.2.

“Pre-Closing Tax Period” means any Tax period (or a portion thereof) ending on or before the Closing Date.

“Pre-Effective Time Tax Period” has the meaning set forth in Section 6.2.

“Proceeding” means any action, suit, litigation, arbitration, lawsuit, claim, proceeding, hearing, inquiry, investigation or dispute commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or any arbitrator.

“Property Taxes” ad valorem, property, excise, severance, production, sales, real estate, use, personal property and similar Taxes based upon the ownership of the Conveyed Assets or the production of Hydrocarbons therefrom or the receipt of proceeds therefrom, but excluding, for the avoidance of doubt, (i) Taxes based upon, measured by, or calculated with respect to net income, profits, capital, or similar measures (or multiple bases, including corporate, franchise, business and occupation, business license, or similar Taxes, if net income, profits, capital, or a similar measure is one of the bases on which such Tax is based, measured, or calculated) and (ii) Transfer Taxes.

“Purchase Price” has the meaning set forth in Section 2.2.

“Records” means electronic copies of all records, files, muniments of title, reports, and similar documents and materials relating to the ORRIs or the Leases in the possession of, and maintained by, Seller, including, without limitation: land, title and division of interest files; contracts; engineering and well files; and records related to the operation of the Conveyed Assets prior to the Closing Date, in each case, other than (i) items that may be subject to a valid legal privilege (other than title opinions) or to disclosure restrictions (*provided* that Seller shall use commercially reasonable efforts to obtain a waiver of any such restrictions), (ii) items that are not transferable without payment by Seller of additional consideration (and Buyer has not agreed in writing to pay such additional consideration), (iii) financial and tax accounting records, and (iv) all e-mails and other electronic files (except to the extent the underlying files, records or data are only available in electronic format) on Seller’s servers and networks relating to the foregoing items.

“Representatives” means a Person’s directors, officers, partners, members, managers, employees, agents or advisors (including attorneys, accountants, consultants, bankers, financial advisors and any representatives of those advisors).

“Retained Obligations” means all obligations and liabilities, known or unknown, arising from, based upon, related to or associated with the following: (a) Property Taxes for which Seller is responsible under Section 6.2, (b) for a period of twelve (12) months following Closing, the Conveyed Assets and the ownership and management thereof attributable to the period before the Effective Time, and (c) the Excluded Assets.

“Revenue Interest” means, with respect to any Well or Well Location, the interest (expressed as a percentage or decimal) to which Seller is entitled, based on its ownership of ORRIs and any pooling or any allocation formula applicable for any allocation well, in and to all Hydrocarbons produced, saved and sold from or allocated to such Well or Well Location from the Target Formation for such Well or Well Location, as applicable, after giving effect to all royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests and other burdens upon, measured by or payable out of production therefrom, in each case, free of all drilling, operating, completion, recompletion or other exploration costs without regard for (a) the creation or alteration of a pooled unit or (b) with respect to a Well or Well Location operated or to be operated as an allocation well under Texas Railroad Commission practice, any subsequent alteration of the applicable allocation formula utilized by the lessee or the operator of the Well or Well Location in question, in each case, solely to the extent not within the control of Seller.

“Riverbend” means Riverbend Oil & Gas L.L.C.

“Royalties” means lessor’s royalties, non-participating royalties, overriding royalties, production payments, net profits interests and similar burdens payable out of production.

“Seller” has the meaning set forth in the preamble of this Agreement.

“Seller Entitlements” has the meaning set forth in Section 2.12.

“Seller Fundamental Representations” has the meaning set forth in Section 10.4.

“Seller Parent” has the meaning set forth in the preamble of this Agreement.

“Soft Consent” means Third Party consents, to the extent the failure to obtain such consent would not render the transfer of the affected Conveyed Asset void or voidable, give rise to an express claim for liquidated damages or cause an express termination or loss of the affected Conveyed Asset.

“Straddle Period” has the meaning set forth in Section 6.2.

“Target Formation” means (a) with respect to a Well, all depths within the Currently Productive Interval of such Well, and (b) with respect to a Well Location, all depths within the Eagle Ford Formation (to the extent identified as an “Eagle Ford” location on Exhibit B-2) or the Austin Chalk Formation (to the extent identified as an “Austin Chalk” location on Exhibit B-2).

“Tax Returns” means any report, return, election, document, estimated tax filing, declaration, claim for refund, information returns or other filing filed or required to be filed with any Governmental Authority, including any schedules or attachments thereto and any amendment thereof.

“Taxes” means all taxes imposed by a Governmental Authority, including all income, franchise, profits, margins, capital gains, capital stock, transfer, gross receipts, sales, use, transfer, service, occupation, ad valorem, real or personal property, excise, severance, windfall profits, customs, premium, stamp, license, payroll, employment, social security, unemployment, disability, environmental, alternative minimum, add-on, value-added and withholding taxes, fees, assessments and charges in the nature of a tax, and including additions to tax, penalties and interest with respect to any of the foregoing, whether disputed or otherwise.

“Third Party” means any Person other than a Party or an Affiliate of a Party.

“Title Arbiter” has the meaning set forth in Section 8.4(c)(i).

“Title Benefit” means that the Revenue Interest conveyed to Buyer in any Well or Well Location is greater than that shown on Exhibit B-1 or Exhibit B-2, as applicable.

“Title Benefit Amount” has the meaning set forth in Section 8.6.

“Title De Minimis Amount” has the meaning set forth in Section 8.5(f).

“Title Deductible” has the meaning set forth in Section 8.5(f).

“Title Defect” has the meaning set forth in Section 8.1(c).

“Title Defect Amount” has the meaning set forth in Section 8.5.

“Title Defect Cure Period” has the meaning set forth in Section 8.3(a)(i).

“Title Defect Notice” has the meaning set forth in Section 8.1(a).

“Title Diligence Period” has the meaning set forth in Section 8.1(a).

“Title Dispute Notice” has the meaning set forth in Section 8.4(a).

“Transfer Taxes” has the meaning set forth in Section 6.2.

“Underlying Property” means any Lease, Unit, Well or Well Location from which a Conveyed Asset derives a Revenue Interest.

“Unit” means the oil and/or gas units created by unitization and pooling agreements or orders and declarations in effect with respect to any of the Leases, Wells or Well Locations.

“United States” means the United States of America.

“Well Locations” means the undrilled well locations located on the Leases or Units and listed on Exhibit B-2.

“Wells” means the oil and gas wells listed in Exhibit B-1.

## 1.2 Rules of Construction.

(a) All article, section, schedule and exhibit references used in this Agreement are to articles and sections of, and schedules and exhibits to, this Agreement unless otherwise specified. The schedules and exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The term “includes” or “including” shall mean “including without limitation.” The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear.

(c) The Parties acknowledge that each Party and its attorney have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(d) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(e) All references to currency herein shall be to, and all payments required hereunder shall be paid in, Dollars.

## **Article 2**

### **Purchase and Sale; Closing**

2.1 Purchase and Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase and acquire, the Conveyed Assets.

2.2 Consideration. In consideration for the purchase of the Conveyed Assets, Buyer agrees to pay an aggregate amount equal to One Hundred Twenty Six Million (\$126,000,000) (the "Base Purchase Price"), as adjusted by the Adjustment Amount (the Base Purchase Price as so adjusted, the "Purchase Price").

2.3 Adjustments. The Base Purchase Price shall be adjusted as follows, without duplication and with each such amount calculated in accordance with GAAP:

(a) increased by an amount equal to all proceeds or revenues received and retained by Buyer or any of its Affiliates from the ownership of the Conveyed Assets attributable to periods before the Effective Time;

(b) decreased by an amount equal to all proceeds or revenues received by Seller or any of its Affiliates prior to the Closing attributable to the ownership of the Conveyed Assets attributable to periods on or after the Effective Time;

(c) increased by an amount equal to all Expenses and all other costs and expenses paid or incurred by Seller or any of its Affiliates and attributable to the ownership or management of the Conveyed Assets attributable to periods on or after the Effective Time (whether paid before, on or after the Effective Time);

(d) decreased by an amount equal to the aggregate of all Title Defect Amounts as agreed to by Buyer and Seller or finally determined pursuant to Article 8 with respect to Title Defects asserted during the Title Diligence Period, subject to the Title Deductible and net of all Title Benefit Amounts as agreed to by Buyer and Seller or finally determined pursuant to Article 8 (for the avoidance of doubt, the upward adjustment to the Base Purchase Price for all Title Benefit Amounts shall not exceed the downward adjustments to the Base Purchase Price for all Title Defect Amounts);

(e) decreased by an amount equal to the aggregate Allocated Value of all Conveyed Assets excluded by Seller pursuant to Article 8;

(f) increased by an amount equal to all Property Taxes allocable to Buyer in accordance with Section 6.2 but paid or payable by Seller or any of its Affiliates prior to the Closing; and

(g) decreased by an amount equal to all Property Taxes allocable to Seller in accordance with Section 6.2 but payable by Buyer after the Closing.

The aggregate sum of the adjustments provided in clauses (a) through (g) of this Section 2.3 is referred to herein as the "Adjustment Amount", which, subject to the limitations stated therein, may be a positive or negative number.

2.4 Deposit. Contemporaneously with the execution of this Agreement, Buyer has deposited by wire transfer in same day funds into an escrow account (the "Escrow Account") established pursuant to the terms of the Escrow Agreement, an amount equal to five percent (5%) of the Base Purchase Price (the "Performance Deposit") to assure Buyer's performance of its obligations hereunder. Each Party shall bear one half (1/2) of the escrow fees due to Escrow Agent under the Escrow Agreement. Subject to Section 9.2, the Performance Deposit shall be held by the Escrow Agent until Closing and, if the Closing occurs, the Performance Deposit shall be applied as a credit towards the Purchase Price at Closing and the Parties shall direct the Escrow Agent to release the Performance Deposit (together with any interest or income thereon) to Seller from the Escrow Account in accordance with the Escrow Agreement. If this Agreement is terminated without a Closing, then the distribution of the Performance Deposit shall be governed by the provisions of Section 9.2.

2.5 Closing Payment. At Closing, Buyer shall pay the Purchase Price *less* the Performance Deposit *less* any amounts to be deposited with the Escrow Agent pursuant to Sections 8.3 and 8.4(a) in cash by wire transfer of immediately available funds to the account designated by Seller no later than one (1) Business Day prior to the Closing Date (such amount, the "Closing Payment").

2.6 Closing Statement. Not later than three (3) Business Days prior to the Closing Date, Seller shall prepare and deliver to Buyer a statement (the "Closing Statement") showing the estimated Adjustment Amount (using actual numbers and amounts where available, and using a good faith estimate of other amounts, where actual amounts are not available) (the "Estimated Adjustment Amount") and the resulting Purchase Price as determined by Seller.

2.7 Closing. The closing of the sale and transfer of the Conveyed Assets to Buyer as contemplated by this Agreement (the "Closing") shall take place at the offices of Kirkland & Ellis LLP, 609 Main Street, Houston, Texas 77002, on February 1, 2018, or if all conditions to Closing under Section 7.1 and Section 7.2 have not yet been satisfied or waived, the third (3rd) Business Day following the date such conditions have been satisfied or waived (the date on which the Closing occurs is referred to herein as the "Closing Date").

2.8 Closing Obligations. At the Closing:

- (a) Seller shall deliver (and execute, as appropriate), or cause to be delivered (and executed, as appropriate), to Buyer:
  - (i) executed counterparts of the Assignment in the appropriate number for recording in the real property records where the Conveyed Assets are located;
  - (ii) a certificate executed by an officer of Seller, certifying on behalf of Seller that the conditions to Closing set forth in Sections 7.1(a) have been fulfilled;
  - (iii) a certificate described in Treasury Regulation Section 1.1445-2(b)(2), certifying that Seller is not a “foreign person” within the meaning of the Code;
  - (iv) such other documents as Buyer may reasonably request that are necessary to transfer the Conveyed Assets to Buyer;
  - (v) an executed counterpart of a joint written instruction to the Escrow Agent instructing the Escrow Agent to disburse to Seller the Performance Deposit;
  - (vi) executed, acknowledged and recordable releases of all mortgage liens, security interests and financing statements, in each case, securing indebtedness for borrowed money by Seller or its Affiliates that encumber the Conveyed Assets; and
  - (vii) such other documents or other agreements provided for herein or that are necessary to effectuate the transactions contemplated hereby as Buyer may reasonably request.
- (b) Buyer shall deliver (and execute, as appropriate) to Seller:
  - (i) the Closing Payment in accordance with Section 2.5;
  - (ii) executed counterparts of the Assignment in the appropriate number for recording in the real property records where the Conveyed Assets are located;
  - (iii) a certificate executed by an officer of Buyer, certifying on behalf of Buyer that the conditions to Closing set forth in Sections 7.2(a) have been fulfilled;
  - (iv) an executed counterpart of a joint written instruction to the Escrow Agent instructing the Escrow Agent to disburse to Seller the Performance Deposit; and
  - (v) such other documents or other agreements provided for herein or that are necessary to effectuate the transactions contemplated hereby as Seller may reasonably request.

2.9 Post-Closing Adjustment.

- (a) Revised Closing Statement. On or before the date that is the later of (i) ninety (90) days after the Closing Date and (ii) five Business Days following the final resolution of any

disputes with respect to Title Defects or Title Defect Amounts in accordance with Article 8, Seller shall prepare and deliver to Buyer a revised Closing Statement setting forth the final Adjustment Amount as of the Closing Date. Buyer shall provide to Seller such data and information as Seller may reasonably request in connection with the calculation of the amounts reflected on the revised Closing Statement. The revised Closing Statement shall become final and binding upon the Parties on the date (the "Final Settlement Date") that is thirty (30) days following receipt thereof by Buyer unless Buyer gives notice of its disagreement ("Notice of Disagreement") to Seller prior to such date. Any Notice of Disagreement shall specify in reasonable detail the dollar amount, nature and basis of any disagreement so asserted. If a Notice of Disagreement is not received by Seller by the date specified in the immediately preceding sentence, then the Closing Statement (as revised in accordance with clause (b) below) shall become final and binding on the Parties on, and the Final Settlement Date shall be, the earlier of (x) the date upon which Seller and Buyer agree in writing with respect to all matters specified in the Notice of Disagreement or (y) the date upon which the Closing Statement Accountant renders a decision in accordance with Section 2.9(b).

(b) Final Closing Statement. During the fifteen (15) days following the date upon which Seller receives a Notice of Disagreement, Seller and Buyer shall in good faith attempt to resolve in writing any differences that they may have with respect to all matters specified in the Notice of Disagreement. If at the end of such fifteen (15) day period (or earlier by mutual agreement), Buyer and Seller have not reached agreement on such matters, the matters that remain in dispute (and only such matters) shall promptly be submitted to Deloitte LLP (the "Closing Statement Accountant") for review and final and binding resolution. If the proposed Closing Statement Accountant is unable or unwilling to serve as provided herein, then Seller and Buyer shall, in good faith, mutually agree upon an alternative independent national accounting firm to serve as the Closing Statement Accountant. Buyer and Seller shall, not later than seven (7) days prior to the hearing date set by the Closing Statement Accountant, each submit a written brief to the Closing Statement Accountant (and a copy thereof to the other Party on the same day) with dollar figures for settlement of the disputes as to the amount of the final Adjustment Amount (together with a proposed Closing Statement that reflects such figures) consistent with their respective calculations reflected in the revised Closing Statement and Notice of Disagreement, as applicable. The hearing will be scheduled as promptly as practicable following submission of the settlement briefs, and shall be conducted in English on a confidential basis. The Closing Statement Accountant shall consider only those items or amounts in the Closing Statement which were identified in the Notice of Disagreement and which remain in dispute and the Closing Statement Accountant's decision resolving the matters in dispute shall be based upon and be consistent with the terms and conditions in this Agreement, and not on the basis of independent review. In deciding any matter, the Closing Statement Accountant (i) shall be bound by the provisions of this Section 2.9 and the related definitions and (ii) may not assign a value to any disputed item greater than the greatest value for such item claimed by either Seller or Buyer or less than the smallest value for such item claimed by Seller or Buyer in their respective calculations delivered pursuant to Section 2.9(a). The Closing Statement Accountant shall render a decision resolving the matters in dispute (which decision shall include a written statement of findings and conclusions) promptly after the conclusion of the hearing, unless the Parties reach agreement prior thereto and withdraw the dispute from the Closing Statement Accountant. The Closing Statement Accountant shall provide to the Parties explanations in writing of the reasons for its decisions

regarding the final Adjustment Amount and shall issue the Final Closing Statement (as defined below) reflecting such decision. The decision of the Closing Statement Accountant, other than with respect to any clear and manifest mathematical errors, shall be (i) final and binding on the Parties and (ii) final and non-appealable for all purposes hereunder. The cost of any arbitration (including the fees and expenses of the Closing Statement Accountant) under this Section 2.9(b) shall be borne by Seller and Buyer in inverse proportion to the percentage of the disputed amount awarded to such Party by the Closing Statement Accountant. The fees and disbursements of Seller's independent auditors and other costs and expenses incurred in connection with the services performed with respect to the Closing Statement shall be borne by Seller and the fees and disbursements of Buyer's independent auditors and other costs and expenses incurred in connection with their preparation of the Notice of Disagreement shall be borne by Buyer. As used in this Agreement, the term "Final Closing Statement" shall mean the revised Closing Statement described in Section 2.9(a), as prepared by Seller and as may be subsequently adjusted to reflect any subsequent written agreement between the parties with respect thereto, or if submitted to the Closing Statement Accountant, as determined thereby in accordance with this Section 2.9(b). Notwithstanding the foregoing and for the avoidance of doubt, any Notice of Disagreement submitted by Buyer regarding Title Defects shall be subject to the dispute mechanism contained in Article 9.

(c) Final Settlement.

(i) If the amount of the final Adjustment Amount, as set forth on the Final Closing Statement, exceeds the amount of the Estimated Adjustment Amount included in the calculation of the Closing Payment pursuant to Section 2.5, then, within three (3) Business Days after the Final Settlement Date, Buyer shall pay to Seller by wire transfer of immediately available funds, the aggregate amount by which the Adjustment Amount, as set forth on the Final Closing Statement, exceeds the Estimated Adjustment Amount.

(ii) If the amount of the final Adjustment Amount, as set forth on the Final Closing Statement, is less than the Estimated Adjustment Amount included in the calculation of the Closing Payment pursuant to Section 2.5, then within three (3) Business Days after the Final Settlement Date, Seller shall deliver to Buyer by wire transfer of immediately available funds, an amount equal the amount by which the final Adjustment Amount, as set forth on the Final Closing Statement, is less than the Estimated Adjustment Amount.

2.10 Purchase Price Allocation. Following the Closing, the Parties shall use commercially reasonable efforts to agree on an allocation of the Purchase Price (and any other amounts, including any Assumed Obligation, constituting consideration for applicable tax purposes) among the Conveyed Assets, as updated following any adjustment to the Purchase Price pursuant to this Agreement (the "Allocation Statement"). If Seller and Buyer are unable to resolve any disagreement with respect to such allocation, either Party may submit the dispute to the Closing Statement Accountant, or any other alternative independent national accounting firm mutually agreeable to the Parties, consistent with the procedures set forth in Section 2.9(b). Neither Buyer nor Seller shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with the Allocation

Statement, as it may be adjusted under this Section 2.10. Buyer and Seller shall, and shall cause their Affiliates to, report consistently with the Allocation Statement, as adjusted, on all Tax Returns, including IRS Form 8594, which Buyer and Seller shall timely file with the IRS, and neither Seller nor Buyer shall take any position on any Tax Return that is inconsistent with the Allocation Statement, as adjusted, unless otherwise required by applicable Law; *provided, however*, that neither Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise or settle any Tax audit, claim or similar proceedings in connection with such allocation.

2.11 Assumption; Retention. Provided that the Closing occurs and subject to the Parties' indemnity obligations under Article 10, (a) Buyer shall assume and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) all obligations and liabilities, known or unknown, arising from, based upon, related to or associated with the Conveyed Assets and the ownership or management thereof, whether attributable to the period before, on or after the Effective Time, in each case, other than the Retained Obligations (collectively, the "Assumed Obligations") and (b) Seller shall retain and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) all obligations and liabilities known or unknown, arising from, based upon, related to or associated with the Retained Obligations.

## 2.12 Payments.

(a) Without limitation to Section 2.11, Buyer shall be entitled to all revenues, income, proceeds, receipts and credits attributable to production from the Conveyed Assets from and after the Closing (collectively, the "Buyer Entitlements"), and shall be responsible for (and entitled to any refunds with respect to) Expenses incurred from and after the Effective Time. For a period of twelve (12) months from and after Closing, Seller shall be entitled to all revenues, income, proceeds, receipts and credits attributable to production from the Conveyed Assets prior to the Effective Time (collectively, the "Seller Entitlements"), and shall be responsible for (and entitled to any refunds with respect to) all Expenses incurred prior to the Effective Time.

(b) Without duplication of any item that is accounted for in Sections 2.3 or 2.9, if: (i) Seller or any of its Affiliates receives any payment with respect to the Buyer Entitlements, Seller shall, or shall cause its applicable Affiliates to, promptly remit such payment to Buyer or its designated Affiliate; and (ii) Seller receives any invoices, bills or other requests for payment from any Third Party in respect of any Expenses incurred from and after the Effective Time, Seller shall send such requests for payment to Buyer and Buyer shall promptly remit payment for such request to such Third Party.

(c) For a period of (12) twelve months from and after Closing, and without duplication of any item that is accounted for in Sections 2.3 or 2.9, if: (i) Buyer or any of its Affiliates receives any payment with respect to the Seller Entitlements, Buyer shall, or shall cause its applicable Affiliates to, promptly remit such payment to Seller or its designated Affiliate; and (ii) Buyer receives any invoices, bills or other requests for payment from any Third Party in respect of any Expenses incurred prior to the Effective Time, Buyer shall send such requests for payment to Seller and Seller shall promptly remit, or cause its Affiliates to promptly remit, payment for such request to such Third Party.

**Article 3**  
**Representations and Warranties Relating to Seller**

Except as disclosed in the Disclosure Schedule, Seller hereby represents and warrants to Buyer as of the date hereof and as of the Closing Date:

3.1 Organization of Certain Seller. Seller is duly formed, validly existing, and in good standing under the laws of the State of Delaware.

3.2 Authorization; Enforceability. Seller has full capacity, power and authority to execute and deliver this Agreement and any documents required to be executed and delivered at the Closing and to perform its obligations hereunder and thereunder. This Agreement has been duly and validly executed and delivered by Seller, and this Agreement constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity. Upon the execution and delivery by Seller of each of the documents executed and delivered by Seller at the Closing, such documents shall constitute the legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

3.3 No Conflicts. Except as set forth on Schedule 3.3, or as would not reasonably be expected to have a Material Adverse Effect, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and shall not:

- (i) violate any Law applicable to Seller or require any filing with, consent, approval or authorization of, or notice to, any Governmental Authority;
- (ii) violate any Organizational Document of Seller;
- (iii) breach any Material Contract to which Seller is a party or by which any of the Conveyed Assets may be bound or result in the termination of any such Material Contract; or
- (iv) result in the imposition or creation of any Liens upon or with respect to the Conveyed Assets.

3.4 Litigation. Except as set forth on Schedule 3.4 as of the Execution Date, Seller (i) is not subject to any outstanding Order, (ii) is not a party to a Proceeding or (iii) to the Knowledge of Seller, has not been threatened with any Proceeding, in each case, involving any of the Conveyed Assets or seeking to restrain, prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby.

3.5 Taxes. Except as set forth on Schedule 3.5, (i) all material Tax Returns required to be filed by Seller with respect to the Conveyed Assets prior to the date hereof have been filed, (ii)

all material Taxes shown as due on such Tax Returns have been paid, (iii) there are no material Liens on any of the Conveyed Assets that arose in connection with any failure to pay any Tax, (iv) there is no claim, made in writing to Seller, pending by any Governmental Authority in connection with any Tax or any Tax Return described in clause (i) or (ii), (v) to the Knowledge of Seller, no Tax Returns described in clause (i) are under audit or examination by any Governmental Authority, (vi) there are no agreements or waivers currently in effect that provide for an extension of time with respect to the filing of any Tax Return of Seller or the assessment or collection of any Tax from Seller, in each case, with respect to the Conveyed Assets, and (vii) in the last three years, no written claim has been made by any Governmental Authority in a jurisdiction where Seller does not file a Tax Return that it is or may be subject to taxation with respect to the Conveyed Assets in that jurisdiction.

3.6 Contracts. As of the date hereof, Schedule 3.6 includes a list of each Material Contract. “Material Contracts” means any of the following Contracts (other than any instrument creating or reserving the ORRIs) to which Seller is a party and by which any of the Conveyed Assets is bound:

(i) Contracts involving obligations of, or payments to or from the owner of the Conveyed Assets;

(ii) Contracts restricting in any material respect the owner of the Conveyed Assets from freely engaging in any business or competing anywhere;

(iii) each Contract that is an indenture, mortgage, loan, credit agreement, sale-leaseback, guaranty of any obligation, bond, letter of credit, or similar financial Contract encumbering any Conveyed Asset (other than Permitted Encumbrances) that will not be terminated at or prior to the Closing;

(iv) any Contract covering any futures, hedges, swap, collar, put, call, floor, cap, option or other contract that is intended to reduce or eliminate the fluctuations in the prices of commodities, currency, exchange rates or interest rates; and

(v) Contracts between Seller and an Affiliate thereof that will be binding on the Conveyed Assets after the Closing.

Each Material Contract constitutes the legal, valid and binding obligation of Seller thereto, as applicable, on the one hand, and, to the Knowledge of Seller, the counterparties thereto, on the other hand, and is enforceable in accordance with its terms, except, in each case, as would not reasonably be expected to have a Material Adverse Effect. Seller is not in, or alleged to be in, breach or default of its obligations under any of the Material Contracts, except as would not reasonably be expected to have a Material Adverse Effect. To the Knowledge of Seller, except as set forth in Schedule 3.6, or as would not reasonably be expected to have a Material Adverse Effect, (x) no breach or default by any Third Party exists under any Material Contract and (y) no counterparty to any Material Contract has canceled, terminated or modified, or threatened to cancel, terminate or modify, any Material Contract. True, correct and complete copies of all Material Contracts have been made available to Buyer prior to the Execution Date. To Seller’s

Knowledge, Seller has provided or made available to Buyer prior to the Execution Date true and correct copies of all Contracts creating or reserving the ORRIs, including any amendments thereto, that are in Seller's possession.

3.7 Environmental Matters. Except as set forth on Schedule 3.7, or as would not reasonably be expected to have a Material Adverse Effect, to Seller's Knowledge, there are no pending or threatened claims, demands, notices of violation or liability, actions, suits, proceedings, hearings or investigations with respect to the Conveyed Assets under any Environmental Laws.

3.8 Compliance with Laws. Seller is in material compliance with all applicable Laws, except as otherwise disclosed in this Agreement. Notwithstanding any provision in this Agreement to the contrary, Section 3.5 and Section 3.7, shall be the exclusive representations and warranties with respect to Tax and environmental issues, respectively, as well as related matters, and no other representations or warranties are made with respect to such matters, including under this Section 3.8.

3.9 Consents. To Seller's Knowledge, none of the Conveyed Assets are subject to any preferential purchase rights or any consent required to be obtained by Seller which may be applicable to the transactions contemplated by this Agreement.

3.10 No Other Operations or Ownership. The ORRIs owned by Seller and to be conveyed to Buyer in connection with the transactions contemplated by this Agreement constitute all of the Royalties owned by Seller as of the Execution Date.

3.11 Brokers' Fees. Seller and its Affiliates have not entered into any Contract with any Person that would require the payment by Buyer after Closing of any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement.

3.12 Limitations. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL ORAL INFORMATION OR MATERIALS, DOCUMENTS AND OTHER INFORMATION MADE AVAILABLE TO BUYER BY SELLER OR ANY OF ITS REPRESENTATIVES AT ANY TIME IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY HAVE BEEN MADE AVAILABLE AS AN ACCOMMODATION AND HAVE BEEN PROVIDED ON AN "AS IS" BASIS. EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE 3 OR THE SPECIAL WARRANTY OF DEFENSIBLE TITLE SET FORTH IN THE ASSIGNMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY. IN NEGOTIATING AND EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY ON ITS OWN DUE DILIGENCE AND INVESTIGATION, AND NOT ON ANY ORAL INFORMATION OR MATERIALS, DOCUMENTS OR OTHER INFORMATION PROVIDED BY SELLER OR ITS REPRESENTATIVES, *PROVIDED*, THAT, THE FOREGOING SHALL IN NO WAY LIMIT SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE 3 OR THE SPECIAL WARRANTY OF DEFENSIBLE TITLE SET FORTH IN THE ASSIGNMENT. TO THE MAXIMUM EXTENT OF THE LAW, EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE 3, ANY

RELIANCE UPON, OR CONCLUSIONS DRAWN FROM, ANY ORAL INFORMATION OR MATERIALS, DOCUMENTS OR OTHER INFORMATION PROVIDED BY SELLER OR THEIR REPRESENTATIVES TO BUYER OR ITS REPRESENTATIVES SHALL BE AT BUYER'S SOLE RISK AND SHALL NOT GIVE RISE TO ANY LIABILITY OF SELLER. EXCEPT FOR ACTIONS ARISING FROM A BREACH OF SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE 3, BUYER RELEASES AND WAIVES ANY CLAIMS ARISING UNDER THIS AGREEMENT, COMMON LAW OR ANY STATUTE ARISING OUT OF OR RELATED TO BUYER'S DUE DILIGENCE AND ANY ORAL INFORMATION OR MATERIALS, DOCUMENTS OR OTHER INFORMATION PROVIDED BY SELLER OR THEIR REPRESENTATIVES. THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED BY SOPHISTICATED COUNSEL IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT, INCLUDING THIS SECTION 3.12, AND THE TRANSACTIONS CONTEMPLATED HEREBY.

3.13 Leases and Units. To Seller's Knowledge, as of the Effective Date and the Closing Date, (a) all acreage comprising the Units is held by production sufficient to maintain the portion of the Leases contributing to the Units beyond the primary terms thereof in accordance with the terms thereof from the surface to the base of the Austin Chalk Formation, and (b) all Units have been validly formed with the applicable Governmental Entity, in compliance with all applicable Laws and Contracts.

3.14 Suspense Funds. To Seller's Knowledge, there are no royalties, revenues, or other benefits attributable to production from or the ownership of the Conveyed Assets that are payable to Seller and are being held in suspense by any operator or purchaser of production other than any such royalties or revenues held in suspense by operators pending execution of division orders associated with newly drilled wells.

3.15 Overpayments. To Seller's Knowledge, Seller has not received any royalties, revenues, or other benefits attributable to production from or the ownership of the Conveyed Assets in excess of the royalties, revenues, or other benefits Seller is properly entitled to under the ORRIs or that Seller would otherwise be required to remit to any operator, purchaser of production or other royalty owner of the Underlying Properties.

#### **Article 4**

#### **Representations and Warranties Relating to Buyer**

Buyer hereby represents and warrants to Seller as of the date hereof and as of the Closing Date:

4.1 Organization of Buyer. Buyer is a Delaware limited liability company, formed, validly existing and in good standing under the laws of Delaware.

4.2 Authorization; Enforceability. Buyer has all requisite limited liability company power and authority to execute and deliver this Agreement and any documents required to be executed and delivered at the Closing and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated

hereby have been duly and validly authorized and approved by Buyer, and no other limited liability company proceeding on the part of Buyer is necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Buyer, and this Agreement constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity. Upon the execution and delivery by Buyer of each of the documents executed and delivered by Buyer at the Closing, such documents shall constitute the legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

4.3 No Conflict; Consents. Except as would not reasonably be expected to prevent, restrict, impede or materially delay the ability of Buyer to enter into and perform its obligations under this Agreement, the execution and delivery of this Agreement by Buyer and the consummation of the transactions contemplated hereby by Buyer do not and shall not:

(i) violate any Law applicable to Buyer or require any filing with, consent, approval or authorization of, or notice to, any Governmental Authority;

(ii) violate any Organizational Document of Buyer;

(iii) breach any Contract to which Buyer is a party or by which any of its assets may be bound or result in the termination of any such Contract; or

(iv) result in the imposition or creation of any Liens upon or with respect to the Conveyed Assets.

4.4 Litigation. Except as would not reasonably be expected to prevent, impede or materially delay the ability of Buyer to enter into and perform its obligations under this Agreement, as of the Execution Date, Buyer (a) is not subject to any outstanding injunction, judgment, Order, decree, ruling or charge, (b) is not a party to a Proceeding, and (c) has not been threatened in writing with any Proceeding.

4.5 Brokers' Fees. Buyer and its Affiliates have not entered into any Contract with any Person that would require the payment by Seller or its Affiliates of any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement.

4.6 Financial Ability. Buyer understands and acknowledges that the obligations of Buyer to consummate the transactions contemplated by this Agreement are not in any way contingent upon or otherwise subject to Buyer's consummation of any financing arrangement, Buyer's obtaining of any financing or the availability, grant, provision or extension of any financing to Buyer. At Closing, Buyer will have, through a combination of cash on hand and funds readily and unconditionally available under existing lines of credit, funds sufficient to fund the consummation of the transactions

contemplated by this Agreement and satisfy all other costs and expenses arising in connection herewith.

4.7 Securities Law Compliance. Buyer is an “accredited investor,” as such term is defined in Regulation D of the Securities Act of 1933, as amended. Buyer (a) is acquiring the Conveyed Assets for its own account and not with a view to distribution and (b) has sufficient knowledge and experience in financial and business matters so as to be able to evaluate the merits and risk of an investment in the Conveyed Assets and is able financially to bear the risks thereof.

4.8 Buyer’s Independent Investigation. BY CLOSING, BUYER AND ITS REPRESENTATIVES WILL HAVE UNDERTAKEN AN INDEPENDENT INVESTIGATION AND VERIFICATION OF THE CONVEYED ASSETS. BUYER IS (OR ITS AFFILIATES AND ADVISORS ARE) EXPERIENCED AND KNOWLEDGEABLE IN THE OIL AND GAS BUSINESS AND ARE AWARE OF THE RISKS OF THAT BUSINESS. IN ENTERING INTO THIS AGREEMENT, BUYER HAS RELIED SOLELY UPON ITS OWN INVESTIGATION AND ANALYSIS AND THE SPECIFIC REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN ARTICLE 3 OF THIS AGREEMENT, AND BUYER:

(a) ACKNOWLEDGES AND AGREES THAT IT HAS NOT BEEN INDUCED BY AND HAS NOT RELIED UPON ANY REPRESENTATIONS, WARRANTIES OR STATEMENTS, WHETHER EXPRESS OR IMPLIED, MADE BY SELLER OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EQUITYHOLDERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, AGENTS, ADVISORS OR REPRESENTATIVES THAT ARE NOT EXPRESSLY SET FORTH IN ARTICLE 3 OF THIS AGREEMENT OR IN THE SPECIAL WARRANTY OF DEFENSIBLE TITLE IN THE ASSIGNMENT, WHETHER OR NOT ANY SUCH REPRESENTATIONS, WARRANTIES OR STATEMENTS WERE MADE IN WRITING OR ORALLY;

(b) ACKNOWLEDGES AND AGREES THAT NONE OF SELLER OR ANY OF ITS DIRECTORS, OFFICERS, EQUITYHOLDERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, AGENTS, ADVISORS OR REPRESENTATIVES MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, AGENTS OR REPRESENTATIVES, INCLUDING ANY INFORMATION, DOCUMENT OR MATERIAL PROVIDED OR MADE AVAILABLE, OR STATEMENTS MADE, TO BUYER (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, ADVISORS, AGENTS OR REPRESENTATIVES) IN DATA ROOMS, MANAGEMENT PRESENTATIONS OR SUPPLEMENTAL DUE DILIGENCE INFORMATION PROVIDED TO BUYER (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, ADVISORS, AGENTS OR REPRESENTATIVES) IN CONNECTION WITH DISCUSSIONS OR ACCESS TO MANAGEMENT OF SELLER OR ANY OF ITS AFFILIATES OR IN ANY OTHER FORM IN EXPECTATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (COLLECTIVELY, “DUE

DILIGENCE INFORMATION”) EXCEPT AS SET FORTH IN ARTICLE 3 AND THE ASSIGNMENT;

(c) ACKNOWLEDGES AND AGREES THAT (I) THE DUE DILIGENCE INFORMATION INCLUDES CERTAIN PROJECTIONS, ESTIMATES AND OTHER FORECASTS, AND CERTAIN BUSINESS PLAN INFORMATION, (II) THERE ARE UNCERTAINTIES INHERENT IN ATTEMPTING TO MAKE SUCH PROJECTIONS, ESTIMATES AND OTHER FORECASTS AND PLANS AND BUYER IS FAMILIAR WITH SUCH UNCERTAINTIES AND (III) BUYER IS TAKING FULL RESPONSIBILITY FOR MAKING ITS OWN EVALUATION OF THE ADEQUACY AND ACCURACY OF ALL PROJECTIONS, ESTIMATES AND OTHER FORECASTS AND PLANS SO FURNISHED TO IT AND ANY USE OF OR RELIANCE BY BUYER ON SUCH PROJECTIONS, ESTIMATES AND OTHER FORECASTS AND PLANS SHALL BE AT ITS SOLE RISK; AND

(d) AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT NONE OF SELLER OR ANY OF ITS DIRECTORS, OFFICERS, EQUITYHOLDERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, AGENTS, ADVISORS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER TO BUYER OR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, AGENTS, ADVISORS OR REPRESENTATIVES ON ANY BASIS (INCLUDING IN CONTRACT OR TORT, UNDER FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE) RESULTING FROM THE DISTRIBUTION TO BUYER, OR BUYER’S USE OF, ANY DUE DILIGENCE INFORMATION.

## **Article 5 Covenants**

### 5.1 Conduct of Business.

(a) Operations before Closing. Except as provided in this Agreement, during the period from the date hereof until the Closing Date, without the prior written consent of Buyer, which shall not be unreasonably withheld, conditioned or delayed, Seller shall, in all material respects, (i) manage the Conveyed Assets in the ordinary course and (ii) use reasonable efforts to preserve intact the Conveyed Assets, consistent with available resources (including financial resources).

(b) Restricted Activities. Except as (w) set forth on Schedule 5.1(b), (x) consented to by Buyer in writing (which consent shall not be unreasonably withheld, conditioned or delayed) or (y) contemplated by this Agreement, Seller shall not:

(i) sell, transfer, mortgage, pledge, abandon or dispose of any of the Conveyed Assets (other than the sale of Hydrocarbons);

(ii) amend, modify or terminate any Material Contract or enter into any Contract that would have been a Material Contract if it had been in effect on the Execution Date; or

(iii) agree, whether in writing or otherwise, to do any of the foregoing.

## 5.2 Access.

(a) From the date hereof through the Closing, Seller shall afford to Buyer and its authorized Representatives reasonable access to, during normal business hours (9:00 a.m. to 5:00 p.m. Central Standard Time), and, to the extent practical, electronic copies (at Buyer's sole cost and expense) of the Records and access to the appropriate officers and employees of Affiliates of Seller, Seller Parent and Riverbend as Buyer and such Representatives may reasonably request; *provided*, that (i) such access does not unreasonably interfere with the normal operations and business of Seller, Seller Parent, Riverbend or their respective Affiliates, (ii) such access shall occur in such a manner as Seller reasonably determine to be appropriate to protect the confidentiality of the transactions contemplated by this Agreement, (iii) all requests for such access shall be directed to such other Person(s) as Seller may designate in writing from time to time, and (iv) nothing herein shall require Seller to provide access, or to disclose any information, to Buyer or any of its Representatives if such access or disclosure (w) would cause significant competitive harm to Seller or any of its Affiliates, in the event that the transactions contemplated by this Agreement are not consummated, (x) would waive any legal privilege, (y) would be in violation of applicable laws or regulations of any Governmental Authority or (z) would be in violation of the provisions of any Contract to which Seller or any of its Affiliates is a party. Seller shall have the right to have a Representative present at all times during any such inspections, interviews and examinations. Further, Buyer shall have no right (i) to access any of the Underlying Properties or (ii) to perform or conduct any environmental sampling or other invasive environmental investigation on or about or with respect to any of the Conveyed Assets or the Underlying Properties. All information provided hereunder shall be subject to the Confidentiality Agreement.

(b) In connection with granting access pursuant to Section 5.2(a), Buyer waives and releases all claims against Seller and its Affiliates for Damages (including injury to, or death of persons, or damage to property incurred, howsoever caused), in connection with the performance of this diligence and Buyer shall indemnify, defend and hold harmless Seller and its Affiliates from and against all such claims, even if such claims or Damages arise out of or result from the active, passive, concurrent or comparative negligence, strict liability or other fault or violation of law of or by any of Seller or its Affiliates, except to the extent caused by the gross negligence or willful misconduct of any of Seller or its Affiliates.

5.3 Third Party Approvals. Buyer and Seller shall (and shall each cause their respective Affiliates to) use reasonable efforts to obtain all consents and approvals of Third Parties that any of Buyer, Seller, or their respective Affiliates are required to obtain to consummate the transactions contemplated hereby.

5.4 Records. Seller, at Buyer's cost and expense, shall deliver originals of all Records to Buyer (FOB Seller's office) within thirty (30) days after the Closing. With respect to any original

Records delivered to Buyer, (a) Seller shall be entitled to retain copies of such Records, and Buyer shall preserve and retain any such original Records for at least seven (7) years beyond the Closing Date, during which seven (7)-year period Seller shall be entitled to obtain access to such Records, at reasonable business hours and upon prior notice to Buyer, so that Seller may make copies of such original Records, at its own expense, including as may be reasonable or necessary for Tax purposes or in connection with any Proceeding or threatened Proceeding against Seller.

5.5 Further Assurances. Subject to the terms and conditions of this Agreement, each Party will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable, under applicable Law or otherwise, to consummate the transactions contemplated by this Agreement. The Parties agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement in accordance with the terms hereof.

5.6 Fees and Expenses. Except as otherwise provided in this Agreement, all fees and expenses, including fees and expenses of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such fee or expense.

## **Article 6**

### **Tax Matters**

6.1 Responsibility for Filing Tax Returns and Paying Taxes. Except as required by applicable Laws, in respect of Property Taxes, (i) Seller shall be responsible for the preparation and timely filing of, and the payment to the applicable taxing authority of all Property Taxes that become due and payments with respect to, (A) all Tax Returns due prior to the Closing Date, and (B) all Tax Returns with respect to taxable periods ending prior to the Effective Time (regardless of when due), and (ii) Buyer shall be responsible for the preparation and timely filing of all other Tax Returns and the payment to the applicable taxing authority of all Property Taxes that become due and payable with respect to such Tax Returns. Each Party shall indemnify and hold the other Party harmless for any failure to file such Tax Returns and to make such payments. Buyer shall prepare all such Tax Returns relating to any Straddle Period on a basis consistent with past practice except to the extent otherwise required by applicable Laws. Buyer shall provide Seller with a copy of any Tax Return relating to any Straddle Period for Seller's review and approval at least ten (10) days prior to the due date for the filing of such Tax Return (or within a commercially reasonable period after the end of the relevant Taxable period, if such Tax Return is required to be filed less than ten (10) days after the close of such Taxable period), and Buyer shall incorporate all reasonable comments of Seller provided to Buyer in advance of the due date for the filing of such Tax Return.

6.2 Property Taxes; Transfer Taxes. Seller shall be liable for all Property Taxes that are attributable to any taxable period, and portions thereof, ending before the Effective Time (the "Pre-Effective Time Tax Period"). Buyer shall be liable for all Property Taxes that are attributable to any taxable period, and portions thereof, beginning at or after the Effective Time ("Post-Effective Time Tax Period"). In the case of any taxable period that includes the Effective Time (a "Straddle Period"), the amount of Property Taxes for such Straddle Period that relates to the Pre-Effective

Time Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the Straddle Period ending on the day immediately prior to the Effective Time and the denominator of which is the number of days in such Straddle Period. Buyer shall be responsible for and indemnify Seller against any state or local transfer, sales, use, stamp, registration or other similar Taxes resulting from the transactions contemplated by this Agreement (collectively, “Transfer Taxes”).

6.3 Cooperation. Buyer and Seller shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other Party’s request) the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Buyer and Seller agree (A) to retain all books and records with respect to Tax matters pertinent to the Conveyed Assets relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Seller, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (B) to give Seller reasonable written notice prior to transferring, destroying or discarding any such books and records and, if Seller so requests, Buyer shall allow Seller to take possession of such books and records.

6.4 Post-Closing Covenants. Without the prior written consent of Seller, Buyer shall not (i) extend or waive the applicable statute of limitations with respect to Property Taxes for a Pre-Closing Tax Period; (ii) file any ruling or request with any taxing authority with respect to Property Taxes or related Tax Returns for a Pre-Closing Tax Period; (iii) enter into any voluntary disclosure with any taxing authority with respect to Property Taxes or related Tax Returns for a Pre-Closing Tax Period; (iv) amend any Tax Return with respect to Property Taxes for a Pre-Closing Tax Period; (v) settle or compromise any audit, examination, proceeding or proposed adjustments with respect to Property Taxes for a Pre-Closing Tax Period or (vi) make any Tax election that relates to, or is retroactive to, a Pre-Closing Tax Period with respect to Property Taxes.

6.5 Refunds. Seller shall be entitled to any refunds with respect to any Property Taxes for which Seller is responsible under Section 6.2, and Buyer shall be entitled to any refunds with respect to any Property Taxes for which Buyer is responsible under Section 6.2. If a Party or its Affiliates receives a refund of Property Taxes to which the other Party is entitled pursuant to this Section 6.5, such recipient Party shall forward to the entitled Party the amount of such refund within fifteen (15) days after such refund is received, net of any reasonable costs or expenses incurred by such recipient Party in procuring such refund.

## **Article 7**

### **Conditions to Closing**

7.1 Conditions to Obligations of Buyer to Closing. The obligation of Buyer to consummate the transactions contemplated by this Agreement at the Closing is subject to the satisfaction of the following conditions:

(a) Representations, Warranties and Covenants. (i) The representations and warranties of Seller made in Article 3 and Seller Parent made in Section 11.14(e) (disregarding all materiality and Material Adverse Effect qualifications contained therein) shall be true and correct as of the Execution Date and as of the Closing Date (as if made on the Closing Date (except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date)), except where all such breaches taken collectively would not have, or would not reasonably be expected to have, a Material Adverse Effect and (ii) Seller shall have performed or complied with, in all material respects, all of the covenants and agreements required by this Agreement to be performed or complied with by Seller on or before the Closing.

(b) No Injunction. No provision of any applicable Law and no Order will be in effect that prohibits or makes illegal the consummation of the Closing.

(c) No Proceeding. There shall not be any Proceeding commenced or threatened in writing by a Third Party seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the transactions contemplated by this Agreement.

7.2 Conditions to Obligations of Seller to Closing. The obligation of Seller to consummate the transactions contemplated by this Agreement at the Closing is subject to the satisfaction of the following conditions:

(a) Representations, Warranties and Covenants. (i) The representations and warranties of Buyer made in this Agreement (disregarding all materiality qualifications contained therein) will be true and correct in all material respects as of the Execution Date and as of the Closing Date (as if made on the Closing Date (except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date)) and (ii) Buyer shall have performed or complied with, in all material respects, all of the covenants and agreements required by this Agreement to be performed or complied with by Buyer on or before the Closing.

(b) No Injunction. No provision of any applicable Law and no Order will be in effect that prohibits or make illegal the consummation of the Closing.

(c) No Proceeding. There shall not be any Proceeding commenced or threatened in writing by a Third Party seeking to restrain, enjoin, or otherwise prohibit or make illegal, or seeking to recover material damages on account of, any of the transactions contemplated by this Agreement.

**Article 8**  
**Title Matters**

**8.1 Examination Period.**

(a) Subject to the terms and conditions set forth in this Agreement, during the period from the Execution Date until the earlier of (i) the termination of this Agreement and (ii) 5:00 p.m. Central Standard Time on January 22, 2018 (the “Title Diligence Period”), Buyer shall be entitled to conduct customary title due diligence on the Conveyed Assets at the sole cost, risk and expense of Buyer. Buyer shall deliver to Seller, no later than the end of the Title Diligence Period, written notice of any Title Defects in accordance with Section 8.2 (a “Title Defect Notice”); provided that Buyer shall use good faith efforts to keep Seller reasonably apprised of any Title Defects as soon as reasonably practical after identifying such Title Defects during the Title Diligence Period (provided further that Buyer shall be entitled to modify or amend any Title Defect Notices or other communication until the end of the Title Diligence Period and Buyer shall not be deemed to have waived any Title Defects ultimately asserted in a Title Defect Notice by or prior to the end of the Title Diligence Period).

(b) As used in this Agreement, the term “Defensible Title” means that title of Seller to the applicable Conveyed Asset that, as of the Effective Time and as of the Closing Date, is deducible of record and/or provable title evidenced by documentation, which, although not constituting perfect, merchantable or marketable title, would be successfully defended if challenged and which, (i) subject to the Permitted Encumbrances, entitles Seller to receive not less than the Revenue Interest for each Well as is set forth in Exhibit B-1 or for each Well Location as is set forth in Exhibit B-2, whether in cash, in kind or otherwise, except as a result of decreases due to the establishment or amendment of pools or units and (ii) is free of Liens, other than Permitted Encumbrances.

(c) As used in this Agreement, “Title Defect” shall mean any Lien (other than a Permitted Encumbrance) or other defect that causes (or if not cured, could reasonably be expected to cause) Seller to not have Defensible Title to the Target Formation for any Well or Well Location.

**8.2 Notices.** To be effective, any Title Defect Notice delivered pursuant to Section 8.1 shall be delivered in writing and include (i) a description in reasonable detail of the alleged Title Defect as to the affected Conveyed Asset and the basis for such Title Defect, (ii) the Allocated Value of the affected Conveyed Asset as well as the alleged Title Defect Amount (which is no event shall be greater than the Allocated Value for such Conveyed Asset), (iii) the computations for such Title Defect Amount and (iv) supporting documentation (including copies of any title opinions, title abstracts, ownership reports, run sheets, deeds, leases or other documentation, reports or data) reasonably necessary for Seller (as well as any title attorney or examiner hired thereby) to verify the existence of such asserted Title Defect. If any such notice is not delivered during the Title Diligence Period, Buyer shall thereafter be deemed to have forever waived and shall have no right to assert such Title Defect as the basis for an adjustment to the Base Purchase Price hereunder (but excluding any rights as to Seller’s special warranty of Defensible Title in the Assignment). As used in this Agreement, “Allocated Value” means the dollar value set forth on Exhibit B-1 and B-2 for each Conveyed Asset. Seller and Buyer have accepted such Allocated Values for purposes of

determining any Title Defect Amounts but otherwise make no representation or warranty as to the accuracy of such values.

8.3 **Seller's Remedies.** Upon the receipt of a valid Title Defect Notice defecting 100% of the Allocated Value of a Well or Well Location, Seller in its sole discretion, may elect in writing as a resolution of the Title Defect to exclude from the transactions contemplated by this Agreement any Conveyed Asset affected by an asserted Title Defect. If Seller makes such election, then such Conveyed Asset will be deemed an Excluded Asset for all purposes hereunder, and the Purchase Price shall be reduced by an amount equal to the Allocated Value of such Excluded Asset. For the avoidance of doubt, if Seller elects to exclude any such property, neither the Title Defect Amount relating to such Title Defect nor the Allocated Value of such Excluded Asset will be counted towards the Title Deductible; *provided, however*, the Allocated Value of any such Conveyed Assets excluded under this **Section 8.3** shall be included in the calculation of either Party's right to terminate this Agreement pursuant to **Section 9.1(f)**. Notwithstanding the foregoing, Seller may contest any asserted Title Defect or Buyer's good faith estimate of the Title Defect Amount as described in **Section 8.4** and may seek to cure any asserted Title Defect as described in **Section 8.3(a)**.

(a) To the extent Buyer delivers any valid Title Defect Notices in accordance with **Section 8.2**, then, subject to the Title De Minimis Amount and Title Deductible and Seller's right to exclude such Conveyed Asset in accordance with this **Section Error! Reference source not found.**, Seller may, on or before the Closing Date, by giving written notice to Buyer:

(i) elect to cure any Title Defect on or before ninety (90) days after the Closing Date or, if later, after the date of resolution of such Title Defect or the Title Defect Amount by a Title Arbiter pursuant to **Section 8.4(c)**, as applicable (the "**Title Defect Cure Period**"); or

(ii) notify Buyer that Seller does not intend to cure such Title Defect, in which case, such Conveyed Asset will be conveyed to Buyer at the Closing, and the Purchase Price will be adjusted downward in an amount equal to the Title Defect Amount of such Conveyed Asset.

*provided, however*, that if Seller fails to elect a remedy prior to the Closing Date, Seller shall be deemed to have elected the remedy described in **clause (i)**. An election by Seller to cure a Title Defect shall be without prejudice to its rights under **Section 8.4** and shall not constitute an admission against interest or a waiver of Seller's rights to dispute the existence, nature or value of, or cost to cure, the alleged Title Defect or the adequacy of any Title Defect Notice or any curative action. If Seller elects to cure a Title Defect and (A) actually cures the Title Defect prior to the Closing, then the Conveyed Asset affected by such Title Defect shall be conveyed to Buyer at the Closing, and no Purchase Price adjustment will be made for such Title Defect; or (B) does not cure the Title Defect prior to the Closing, unless Seller elects to exclude such Conveyed Asset in accordance with this **Section 8.3**, then Seller shall nevertheless convey the affected Conveyed Asset to Buyer at Closing, and Buyer shall place an amount in cash equal to the alleged Title Defect Amount for such Conveyed Asset into escrow with the Escrow Agent pursuant to the Escrow Agreement. Subject to the Parties' rights to dispute under **Section 8.4**, (x) if Seller is able to cure a Title Defect within the Title Defect Cure Period, then within three (3) Business Days thereof, Buyer and Seller shall deliver

documentation to the Escrow Agent required to release to Seller from the escrow account an amount equal to the associated Title Defect Amount for such cured Title Defect and (y) if Seller is not able to cure a Title Defect within the Title Defect Cure Period, then within three (3) Business Days following the end of the Title Defect Cure Period, Buyer and Seller shall deliver documentation to the Escrow Agent required to release to Buyer from the escrow account an amount equal to the associated Title Defect Amount for such Title Defect. Notwithstanding anything to the contrary herein, Seller's right to cure all or a portion of any Title Defect under this Section 8.3 shall include the right, at Seller's option upon written notice thereof to Buyer, to convey to Buyer pursuant to an Assignment prior to the end of the Title Defect Cure Period an additional undivided percentage of Seller's overriding royalty interest in and to one or more of the Leases (which additional interest shall become an "ORRI" and "Conveyed Asset" for all purposes hereunder) such that Buyer will receive a Title Benefit with an associated Title Benefit Amount up to the Title Defect Amount associated with such Title Defect.

#### 8.4 Resolution of Uncured Title Defects.

(a) Seller and Buyer shall in good faith attempt to agree on the existence and Title Defect Amount for all alleged Title Defects (i) prior to Closing or (ii) with respect to disputes over the adequacy of Seller's post-Closing Date curative work, the end of the Title Defect Cure Period. Representatives of the Parties, knowledgeable in title matters, shall meet for this purpose. If a disputed Title Defect or Title Defect Amount cannot be resolved (i) prior to Closing or (ii) with respect to disputes over the adequacy of Seller's post-Closing Date curative work, the end of the Title Defect Cure Period, then in each case, any Party may submit any such disputed Title Defects or Title Defect Amounts to be finally decided by the Title Arbiter in accordance with the procedures set forth in Section 8.4(c) by providing a notice to the other Party thereof (a "Title Dispute Notice") no later than ten (10) Business Days following the Closing Date or the end of the Title Defect Cure Period, as applicable. If a Party does not submit a Title Dispute Notice to the other Party in accordance with this Section 8.4(a), such Party shall be deemed to have waived all such disputed matters, which shall be deemed conclusively resolved in accordance with the applicable Title Defect Notice or subsequent correspondence between the Parties. If a disputed Title Defect or Title Defect Amount cannot be resolved prior to Closing, except as otherwise provided herein, the Conveyed Asset affected by such Title Defect shall, subject to Seller's right to exclude the affected Conveyed Assets under Section **Error! Reference source not found.**, nevertheless be conveyed to Buyer at the Closing and Buyer shall place an amount in cash equal to the alleged Title Defect Amount for such Conveyed Asset into escrow with the Escrow Agent pursuant to the Escrow Agreement. No later than three (3) Business Days following the final determination of any disputed Title Defect or Title Defect Amount by the Parties or by the Title Arbiter in accordance with the procedures set forth in Section 8.4(c), as applicable, the Parties shall deliver documentation to the Escrow Agent required to release from the escrow account the amounts so determined to be owed to either Party with respect to such disputed matter, which amounts shall be subject to the Title De Minimis Amount and the Title Deductible.

(i) If a Party validly submits a Title Dispute Notice under Section 8.4(a), then the Parties shall submit each such unresolved dispute to a neutral Third Party title attorney with at least ten (10) years' experience rendering oil and gas title opinions in the state in which the applicable Underlying Properties are located (each such Person, a "Title Arbiter"). Each Title Arbiter shall be selected by mutual agreement of the Parties, or absent such agreement, within ten (10) Business Days of becoming aware that such agreement cannot be made as to the selection of a Title Arbiter, then the Parties shall each select a Third Party title attorney and such title attorneys together shall select such Title Arbiter, and if any Party does not select a title attorney within ten (10) days of written demand therefor by the other Party, then the title attorney selected by the other Party shall be such Title Arbiter. No Title Arbiter shall have worked as an employee or outside counsel for the Parties or their respective Affiliates during the ten (10) year period preceding the arbitration or have any financial interest in the dispute.

(ii) Any arbitration proceeding pursuant to this Section 8.4(c) shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association to the extent such rules do not conflict with the terms of this Section 8.4(c). Each Title Arbiter shall act as an expert for the limited purpose of determining the existence, scope and Title Defect Amount of a Title Defect, and may not award damages, interest or penalties to any Party or assess any other matter. The Parties shall instruct each Title Arbiter to, and each Title Arbiter shall, make a final determination of the existence, scope and Title Defect Amount of each Title Defect submitted to such Title Arbiter in accordance with the terms, guidelines and procedures set forth in this Agreement (which final determination shall be requested by the Parties to be delivered not more than twenty (20) Business Days following submission of such disputed matters), and such determination by the relevant Title Arbiter shall not be subject to court review or otherwise appealable. The Parties shall reasonably cooperate with each Title Arbiter during the term of its engagement and instruct each Title Arbiter not to, and no Title Arbiter shall, assign a Title Defect Amount to any Title Defect in dispute greater than the value assigned by Buyer or less than the value assigned by Seller. Each of the Parties shall bear its own legal fees and other costs of presenting its case to the Title Arbiter and Buyer shall pay one-half of the fees and expenses of each Title Arbiter and Seller shall pay the remaining one-half of such fees and expenses.

**8.5 Title Defect Amounts; Limitations on Title Defect Amounts and Title Benefit Amounts.** The reduction in the Allocated Value of a Conveyed Asset resulting from a Title Defect (the "Title Defect Amount") and/or Title Benefit Amount shall be determined as follows:

(a) if Buyer and Seller agree on the Title Defect Amount, that amount shall be the Title Defect Amount;

(b) if the Title Defect is a Lien, then the Title Defect Amount shall be the amount necessary to be paid to remove the Title Defect from Seller's interest in the affected Conveyed Asset;

(c) if the Title Defect represents a discrepancy between (i) Seller's actual Revenue Interest for any Well or Well Location and (ii) the Revenue Interest stated on Exhibit B-1 for such Well or Exhibit B-2 for such Well Location, as applicable, then the Title Defect Amount shall be the product of the Allocated Value of such Conveyed Asset *multiplied by* a fraction, the numerator of which is the decrease between (x) the Revenue Interest for such Well as stated on Exhibit B-1 or for such Well Location as stated on Exhibit B-2 and (y) the actual Revenue Interest held by Seller for such Well or Well Location, as applicable, and the denominator of which is the Revenue Interest stated on Exhibit B-1 for such Well or Exhibit B-2 for such Well Location, as applicable; *provided*, that if the Title Defect does not affect the property throughout its entire productive life, the Title Defect Amount determined under this Section 8.5(c) shall be reduced to take into account the applicable time period only;

(d) if the Title Defect represents an obligation, encumbrance, burden or charge upon or other defect in title to the Conveyed Asset of a type not described in clauses (a), (b) or (c) above, the Title Defect Amount shall be determined by taking into account the Allocated Value of the affected Conveyed Asset, the portion of such Conveyed Asset adversely affected by the Title Defect, the legal effect of the Title Defect, the potential economic effect of the Title Defect over the life of such Conveyed Asset, the values placed upon the asserted Title Defect by Buyer and Seller and such other factors as are necessary to make a proper evaluation;

(e) the Title Defect Amount with respect to a Title Defect shall be determined without duplication of any costs or losses included in another Title Defect Amount hereunder; and

(f) notwithstanding anything herein to the contrary, there shall not be any adjustment to the Purchase Price and Buyer shall not be entitled to any further remedy under this Article 8 (i) with respect to any individual Title Defect having a Title Defect Amount less than \$5,000 (the "Title De Minimis Amount") and (ii) with respect to any Title Defects which exceed the Title De Minimis Amount (which shall be treated as a threshold and not a deductible), until the sum of all such Title Defect Amounts exceeds two and a half percent (2.5%) of the Base Purchase Price and then only to the extent such amounts (excluding all Title Defect Amounts (1) attributable to Title Defects cured by Seller or (2) in respect of properties that are retained by Seller pursuant to Section 8.3) actually exceed, in the aggregate, two and a half percent (2.5%) of the Base Purchase Price (the "Title Deductible"); *provided* that in any event the aggregate of all Title Defect Amounts exceeding the Title De Minimis Amount shall be netted against the aggregate of all Title Benefit Amounts but only to the extent all such Title Benefit Amounts do not exceed the Title Defect Amounts in excess of the Title Deductible. Notwithstanding the foregoing, for purposes of determining whether or not any Title Defect or group of Title Defects meet the Title De Minimis Amount, the Title Defect Amount for the applicable Title Defect or group of Title Defects shall be considered to be (a) to the extent a single Title Defect relates to more than one Conveyed Asset, the aggregate Title Defect Amount attributable to all Conveyed

Assets affected by such Title Defect, and/or (b) to the extent multiple Title Defects relate to the same Conveyed Asset, the aggregate Title Defect Amount attribute to all Title Defects affecting such Conveyed Asset. Aggregating under subparts (a) and (b) in the foregoing sentence shall not be mutually exclusive. For the avoidance of doubt, if Seller elects to cure any Title Defect in accordance with Section Error! Reference source not found., the Title Defect Amount relating to such Title Defect will not be counted towards the Title Deductible unless Seller is unable to cure such Title Defect during the Cure Period. Nevertheless Buyer shall pay such Title Defect Amount to the Escrow Agent in accordance with Section Error! Reference source not found. The Title De Minimis Amount and Title Deductible shall not apply to (i) any reduction to the Purchase Price arising out of Seller's exclusion of any Conveyed Asset under Section 8.3 or (ii) Title Defects arising by, through or under Seller or any of its Affiliates or any breach of the special warranty of Defensible Title in the Assignment.

8.6 Title Benefit. Seller may deliver to Buyer a notice on or before the expiration of the Title Diligence Period with respect to any Title Benefits discovered by Seller, which notice shall include (i) a description of the Title Benefit, (ii) the Conveyed Asset affected, (iii) the Allocated Value of the Conveyed Asset subject to such Title Benefit and (iv) the amount by which Seller reasonably believes the Allocated Value of each such Conveyed Asset is increased by such Title Benefit, and the computations and information upon which Seller's belief is based. With respect to each Conveyed Asset affected by a Title Benefit reported hereunder, an amount (the "Title Benefit Amount") equal to the increase in the Allocated Value for such Conveyed Asset caused by such Title Benefit (calculated in a similar manner as the determination of Title Defect Amounts in accordance with the terms of Section 8.5 (including the application of the Title De Minimis Amount), *mutatis mutandis*) will be determined and agreed to by the Parties as soon as practicable. If, with respect to a Title Benefit, the Parties have not agreed on the amount of the Title Benefit or have not otherwise agreed on the validity of such Title Benefit, Buyer or Seller shall have the right to elect to have such Title Benefit Amount determined by a Title Arbitrator pursuant to and in accordance with the provisions regarding a disputed Title Defect set forth in Section 8.4.

8.7 Termination Procedures. In the event either Party notifies the other Party of the intention to terminate this Agreement in accordance with Section 9.1(f), Seller or Buyer may, prior to giving effect to Section 9.1(f), as applicable, elect to submit all disputed Title Defects and Title Defect Amounts to the Title Arbitrator in accordance with the procedures set forth in Section 8.4(c); *provided*, that notwithstanding anything to the contrary in Section 8.4(c), such proceeding shall be solely to determine whether the aggregate adjustments pursuant to Section 2.3(d) and Section 2.3(e) in respect of any disputed Title Defects and Title Defect Amounts asserted by Buyer in good faith would, when taken together with all other finally determined Title Defect Amounts, trigger the termination right under Section 9.1(f). For the avoidance of doubt, if Seller or Buyer elect to submit to the Title Arbitrator in accordance with this Section 8.7, neither Party may terminate this Agreement pursuant to Section 9.1(f) until final resolution of such arbitration unless the termination right under Section 9.1(f) would otherwise apply solely by virtue of the exclusion of any Conveyed Asset pursuant to Section Error! Reference source not found.

8.8 Acceptance of Title Condition. Except as otherwise set forth in this Agreement or the special warranty of Defensible Title set forth in the Assignment, Buyer represents and warrants

that it has fully inspected the Conveyed Assets and upon Closing, Buyer will accept the Conveyed Assets at Closing in their present condition, “as is and where is and with all faults.” Buyer acknowledges and agrees that, except as otherwise set forth in this Agreement and in the Assignment, Seller has made no representations or warranties of any kind, express or implied, written, oral or otherwise, as to the accuracy or completeness of the background materials or any other information relating to the Conveyed Assets furnished by or on behalf of Seller or to be furnished to Buyer or its Representatives, including Seller’s internal appraisals and interpretive data.

## **Article 9 Termination**

9.1 Termination. At any time prior to the Closing, this Agreement may be terminated and the transactions contemplated hereby abandoned:

(a) by the mutual consent of Buyer and Seller as evidenced in writing signed by each of Buyer and Seller;

(b) by Buyer, upon Notice to Seller, if there has been a material breach by Seller of any representation, warranty or covenant contained in this Agreement that has prevented or would prevent the satisfaction of any condition to the obligations of Buyer to consummate the transactions contemplated hereby set forth in Section 7.1 and, if such breach is of a character that it is capable of being cured, such breach has not been cured by Seller within thirty (30) days after Notice thereof from Buyer; *provided*, that Buyer shall not be entitled to terminate this Agreement pursuant to this Section 9.1(b) if Buyer is then in material breach of this Agreement;

(c) by Seller, upon Notice to Buyer, if there has been a material breach by Buyer of any representation, warranty or covenant contained in this Agreement that has prevented or would prevent the satisfaction of any condition to the obligations of Seller to consummate the transactions contemplated hereby set forth in Section 7.2 and, if such breach is of a character that it is capable of being cured, such breach has not been cured by Buyer within thirty (30) days after Notice thereof from Seller; *provided*, that Seller shall not be entitled to terminate this Agreement pursuant to this Section 9.1(c) if Seller is then in material breach of this Agreement;

(d) by either Buyer or Seller, upon Notice to the other Party, if any Governmental Authority having competent jurisdiction has issued a final, non-appealable Order, decree, ruling or injunction (other than a temporary restraining order) or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement;

(e) by either Buyer or Seller, upon Notice to the other Party, if the transactions contemplated at the Closing have not been consummated by March 19, 2018 *provided*, that neither Buyer nor Seller will be entitled to terminate this Agreement pursuant to this Section 9.1(d) if such Party’s breach of this Agreement has prevented the consummation of the transactions contemplated by this Agreement; or

(f) subject to Section 8.7, by either Buyer or Seller, upon Notice to the other Party, if the aggregate adjustments to the Purchase Price pursuant to Section 2.3(d) and Section 2.3(e) exceeds fifteen percent (15%) of the Base Purchase Price.

9.2 Effect of Termination. In the event of any termination of this Agreement, other than as set forth in this Section 9.2, (a) this Agreement shall forthwith become void and of no further force or effect (except that this Section 9.2, Section 5.2(b), Section 5.6 and Article 11 shall survive the termination of this Agreement and shall be enforceable by the parties hereto) and (b) there shall be no liability or obligation on the part of Buyer or Seller to any other Party with respect to this Agreement; *provided*, that if this Agreement is terminated (i) by Seller under Section 9.1(c), or (ii) by either Party under Section 9.1(e) if at such time (x) Seller could have terminated this Agreement under Section 9.1(c) (without regard to any cure periods contemplated therein) or (y) Buyer shall have otherwise been in material breach of this Agreement, then, in either case, Seller may retain the Performance Deposit as full satisfaction of the Damages suffered by Seller as a result of such termination as its sole and exclusive remedy. If this Agreement is terminated under Sections 9.1(a), 9.1(b), 9.1(d), 9.1(e) (other than as described in the prior sentence) or 9.1(f), then the Performance Deposit shall be returned to Buyer (and not treated as compensation to Buyer for any Damages suffered by Buyer hereunder); *provided*, however, if this Agreement is terminated (i) by Buyer under Section 9.1(b), or (ii) by either Party under Section 9.1(e) if at such time (x) Buyer could have terminated this Agreement under Section 9.1(b) (without regard to any cure periods contemplated therein) or (y) Seller shall have otherwise been in material breach of this Agreement, then, in either case, Buyer shall have the right, in addition to the return of the Performance Deposit, to either (A) pursue any remedies available to Buyer, at law or in equity or (B) cause Seller to promptly pay to Buyer an amount equal to the Performance Deposit as full satisfaction of the Damages suffered by Buyer as a result of such termination as its sole and exclusive remedy. Seller and Buyer acknowledge and agree that (x) the Parties' actual Damages upon such an event of termination are difficult to ascertain with any degree of certainty, (y) the Performance Deposit, as to Seller, and Buyer's receipt of liquidated damages from Seller in an amount equal to the Performance Deposit, as to Buyer, is a fair and reasonable estimate by the Parties of such aggregate actual Damages of such receiving Party and (z) do not constitute a penalty. Nothing in this Section 9.2 will relieve any Party to this Agreement of liability for breach of this Agreement occurring prior to any termination, or for breach of any provision of this Agreement that specifically survives termination hereunder. The Confidentiality Agreement shall not be affected by a termination of this Agreement. Nothing herein shall limit the right of the Parties to seek specific performance of the obligations of the other Party in accordance with Section 11.11; *provided*, however, while Seller may pursue both a grant of specific performance pursuant to Section 11.11 and the retention of the Performance Deposit pursuant to this Section 9.2, under no circumstances shall Seller be permitted or entitled to receive both a grant of specific performance and any monetary damages pursuant to this Section 9.2, including any monetary damages in lieu of specific performance and all or any portion of the Performance Deposit. In the event either Party is entitled to disbursement of the Performance Deposit under this Agreement, the Parties shall promptly, but in no event later than three (3) Business Days after the date such Party is entitled to disbursement, execute and deliver to the Escrow Agent joint written instructions instructing the Escrow Agent to disburse via wire transfer of immediately available funds the entirety of the Performance Deposit to the Party entitled to receipt thereof under this Agreement.

**Article 10**  
**Indemnification**

10.1 Indemnification and Payment of Damages by Seller. Except as otherwise limited in this Article 10, from and after the Closing until the date that is twelve (12) months after Closing, Seller shall defend, release, indemnify, and hold harmless Buyer from and against, and shall pay to Buyer the amount of any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of its respective rights under this Agreement arising from, based upon, related to, or associated with:

- (a) any breach of any representation or warranty made by Seller in this Agreement, or in any certificate delivered by Seller pursuant to this Agreement;
- (b) any breach by Seller of any covenant, obligation, or agreement of Seller in this Agreement;
- (c) the Retained Obligations; and
- (d) the use, ownership or operation of the Excluded Assets.

Notwithstanding anything to the contrary contained in this Agreement, after the Closing, the remedies provided in this Article 10 and any equitable remedies available to Buyer under applicable Law or pursuant to Section 11.11 in connection with any breach by Seller, along with the special warranty of Defensible Title set forth in the Assignment, are Buyer's exclusive legal remedies against Seller with respect to this Agreement and the transactions contemplated by this Agreement, including breaches of the representations, warranties, covenants, obligations, and agreements of the Parties contained in this Agreement (except for Section 2.9) or the affirmations of such representations, warranties, covenants, obligations, and agreements contained in the certificate delivered by Seller at Closing.

10.2 Indemnification and Payment of Damages by Buyer. Except as otherwise limited in this Article 10, from and after the Closing, Buyer shall assume, be responsible for, pay on a current basis, and shall defend, release, indemnify, and hold harmless Seller from and against, and shall pay to Seller the amount of any and all Damages, whether or not involving a Third Party claim or incurred in the investigation or defense of any of the same or in asserting, preserving, or enforcing any of its respective rights under this Agreement arising from, based upon, related to, or associated with:

- (a) any breach of any representations or warranties made by Buyer in this Agreement or in any certificate delivered by Buyer pursuant to this Agreement;
- (b) any breach by Buyer of any covenant, obligation, or agreement of Buyer in this Agreement;

(c) any Damages arising out of or relating to access to the Records or other rights of access provided in Section 5.2, including Damages attributable to personal injury, illness or death, or property damage; and

(d) the Assumed Obligations.

Notwithstanding anything to the contrary contained in this Agreement, after the Closing, other than Section 2.9, the remedies provided in this Article 10 are Seller's exclusive legal remedies for Buyer's breaches and all other legal rights and remedies being expressly waived by Seller; *provided* that Seller is entitled to any equitable remedies available under applicable Law any equitable remedies available to Buyer under applicable Law or pursuant to Section 11.11 in connection with any breach by Buyer.

10.3 Indemnity Net of Insurance. The amount of any Damages for which an indemnified Party is entitled to indemnity under this Article 10 shall be reduced by the amount of insurance or indemnification proceeds actually realized by the indemnified Party or its Affiliates with respect to such Damages (net of any collection costs, and excluding the proceeds of any insurance policy issued or underwritten, or indemnity granted, by the indemnified Party or its Affiliates).

10.4 Limitations on Liability.

(a) Except with respect to the representations in Sections 3.1, 3.2, 3.3 (other than 3.3(iv)) and 3.11 (the "Seller Fundamental Representations"), and the representation in Section 3.5, if the Closing occurs, Seller shall not have any liability for any indemnification under Section 10.1(a): (i) for any Damages with respect to any occurrence, claim, award or judgment that do not individually exceed Fifty Thousand Dollars (\$50,000) net to Seller's interest (the "Individual Claim Threshold"); or (ii) unless and until the aggregate Damages for which claim notices for claims meeting the Individual Claim Threshold are delivered by Buyer exceed two percent (2%) of the Base Purchase Price, and then only to the extent such Damages exceed two percent (2%) of the Base Purchase Price. Except with respect to the Seller Fundamental Representations and the representations and warranties included in Section 3.5, in no event will Seller be liable for Damages indemnified under Section 10.1(a) to the extent such damages exceed twenty percent (20%) of the Base Purchase Price.

(b) Notwithstanding anything herein to the contrary, the obligations and rights of the Parties hereunder, and the Damages for which any Party is obligated to indemnify or entitled to indemnity under Section 10.1 or Section 10.2 shall be determined and calculated by excluding and without giving effect to any qualifiers as to materiality or other similar qualifiers set forth in any representation or warranty (including any bringdown of such representation or warranty in any certificate delivered pursuant to this Agreement).

(c) Notwithstanding anything to the contrary contained elsewhere in this Agreement, no Indemnifying Party shall have any obligation to indemnify any Indemnified Party against, or reimburse any such indemnified Party for, any Damages pursuant to Section 10.1 or Section 10.2, respectively, after the aggregate amount of all liabilities of such Indemnifying Party hereunder in respect of Damages exceeds the Base Purchase Price.

(d) IN NO EVENT SHALL ANY INDEMNIFYING PERSON HAVE ANY LIABILITY TO ANY INDEMNIFIED PERSON FOR (A) SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR (B) INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING FOR LOSS OF PROFITS), REGARDLESS OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE; *PROVIDED, HOWEVER*, THAT NOTWITHSTANDING THE FOREGOING, AN INDEMNIFYING PERSON MAY BE LIABLE FOR ANY SUCH DAMAGES DESCRIBED IN CLAUSES (A) AND (B) ABOVE TO THE EXTENT SUCH DAMAGES ARE ACTUALLY RECOVERED BY A THIRD PARTY PURSUANT TO A THIRD PARTY CLAIM.

#### 10.5 Procedure for Indemnification – Third Party Claims.

(a) Promptly after receipt by an indemnified party under Section 10.1 or Section 10.2 of a Third Party claim for Damages or notice of the commencement of any Proceeding against it, such indemnified party shall, if a claim is to be made against an indemnifying Party under such Section, give notice to the indemnifying Party of the commencement of such claim or Proceeding, together with a claim for indemnification pursuant to this Article 10. The failure of any indemnified party to give notice of a Third Party claim or Proceeding as provided in this Section 10.5 shall not relieve the indemnifying Party of its obligations under this Article 10, except to the extent such failure results in insufficient time being available to permit the indemnifying Party to effectively defend against the Third Party claim or participate in the Proceeding or otherwise prejudices the indemnifying Party's ability to defend against the Third Party claim or participate in the Proceeding.

(b) If any Proceeding referred to in Section 10.5(a) is brought against an indemnified party and the indemnified party gives notice to the indemnifying Party of the commencement of such Proceeding, the indemnifying Party shall be entitled to participate in such Proceeding and, to the extent that it wishes (unless (i) the indemnifying Party is also a party to such Proceeding and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying Party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Proceeding and provide indemnification with respect to such Proceeding), to assume the defense of such Proceeding with counsel reasonably satisfactory to the indemnified party, and, after notice from the indemnifying Party to the indemnified party of the indemnifying Party's election to assume the defense of such Proceeding, the indemnifying Party shall not, as long as it diligently conducts such defense, be liable to the indemnified party under this Article 10 for any fees of other counsel or any other expenses with respect to the defense of such Proceeding, in each case subsequently incurred by the indemnified party in connection with the defense of such Proceeding. If reasonably requested by the indemnifying Party, the indemnified Party agrees to cooperate in contesting any Proceeding which the indemnifying Party elects to contest (at the expense of the indemnifying Party); *provided* that the indemnified Party shall not be required to pursue any cross-claim or counter-claim. Notwithstanding anything to the contrary in this Agreement, the indemnifying Party shall not be entitled to assume or continue control of the defense of any such Proceeding if (A) such Proceeding relates to or arises in connection with any criminal proceeding, (B) such Proceeding seeks an injunction or equitable relief against any indemnified Party, (C) such Proceeding has or would

reasonably be expected to result in Damages in excess of the amount set forth in Section 10.4 or (D) the indemnifying Party has failed or is failing to defend in good faith such Proceeding. If the indemnifying Party assumes the defense of a Proceeding, no compromise or settlement of such Third Party claims or Proceedings may be effected by the indemnifying Party without the indemnified Party's prior written consent unless (A) there is no finding or admission of any violation of Law or any violation of the rights of any Person and no effect on any other Third Party claims that may be made against the indemnified party, and (B) or (B) such settlement or compromise does not materially and adversely affect the Indemnified Person (other than as a result of money damages covered by the indemnity).

10.6 Procedure for Indemnification – Other Claims. A claim for indemnification for any matter not involving a Third Party claim may be asserted by notice to the Party from whom indemnification is sought.

## **Article 11 Other Provisions**

11.1 Notices. All notices and other communications between the Parties shall be in writing (“Notices”) and shall be deemed to have been duly given (i) when delivered in person, (ii) upon five (5) days after posting in the United States mail having been sent registered or certified mail return receipt requested, (iii) upon one (1) Business Day following delivery by a nationally recognized courier or (iv) when delivered by e-mail and promptly confirmed by delivery in person or post as aforesaid in each case, with postage prepaid, addressed as follows:

If to Buyer, to:

Viper Energy Partners LLC  
500 West Texas Avenue, Suite 1200  
Midland, Texas 79701  
Attention: Travis Stice, CEO  
                    Randall J. Holder, General Counsel  
E-mail: [tstice@diamondbackenergy.com](mailto:tstice@diamondbackenergy.com)  
                    [rjholder@diamondbackenergy.com](mailto:rjholder@diamondbackenergy.com)

With a copy (which shall not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP  
1700 Pacific Avenue, Suite 1400  
Dallas, Texas 75201  
Attention: Seth Molay  
Email: [smolay@akingump.com](mailto:smolay@akingump.com)

and

Akin Gump Strauss Hauer & Feld  
1111 Louisiana Street, 44<sup>th</sup> Floor  
Houston, Texas 77002

Attention: Michael Byrd  
Email: [mbyrd@akingump.com](mailto:mbyrd@akingump.com)

If to Seller, to:  
c/o The Blackstone Group L.P.  
345 Park Avenue  
New York, New York 10154  
Telephone: (212) 583-5701  
Attention: Angelo G. Acconcia  
Adam Jenkins  
Email: [aconcia@Blackstone.com](mailto:aconcia@Blackstone.com)  
[adam.jenkins@Blackstone.com](mailto:adam.jenkins@Blackstone.com)

With a copy (which shall not constitute notice) to:  
Kirkland & Ellis LLP  
609 Main Street  
Houston, Texas 77002  
Telephone: 713-836-3600  
Attn: Rhett A. Van Syoc, P.C.  
David Castro, Jr.  
E-mail: [rhett.vansyoc@kirkland.com](mailto:rhett.vansyoc@kirkland.com)  
[david.castro@kirkland.com](mailto:david.castro@kirkland.com)

or to such other address or addresses as the Parties may from time to time designate in writing.

11.2 Assignment. Neither Party shall assign this Agreement or any part hereof without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

11.3 Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement; *provided*, that the Nonparty Affiliates are intended Third Party beneficiaries of Section 11.13.

11.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any electronic copies hereof or signature hereon shall, for all purposes, be deemed originals.

11.5 Entire Agreement. This Agreement (together with the schedules attached hereto, the Disclosure Schedule and exhibits to this Agreement), the Assignment and the Confidentiality Agreement constitute the entire agreement among the Parties and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby.

11.6 Survival. The representations, warranties and agreements contained herein and in any certificate or other writing delivered pursuant hereto shall survive the Closing for twelve (12) months after the Closing; *provided*, that the special warranty of Defensible Title set forth in the Assignment shall survive for twelve (12) months after the Closing; *provided further*, that the agreements and covenants hereunder which by their terms are to be performed by the Parties at or following the Closing shall survive the Closing.

11.7 Disclosure Schedule. Unless the context otherwise requires, all capitalized terms used in the Disclosure Schedule shall have the respective meanings assigned in this Agreement. No reference to or disclosure of any item or other matter in the Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in the Disclosure Schedule. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any agreement or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. The inclusion of any information in the Disclosure Schedule shall not be deemed to be an admission or acknowledgment by Seller, in and of itself, that such information is material to or outside the ordinary course of the business of Seller or required to be disclosed on the Disclosure Schedule. Each disclosure in the Disclosure Schedule shall be deemed to qualify the particular representations and warranties contained in the sections or subsections expressly referenced and each other section or subsection where the relevance of such disclosure is clearly apparent on its face. Prior to the Closing, Seller shall have the right to supplement the Disclosure Schedules relating to the representations and warranties set forth in Article 3 with respect to any matters arising or occurring subsequent to the Execution Date; *provided, however*, that all such supplements shall be disregarded for purposes of determining whether the condition to Buyer's obligation to close the transaction pursuant to Section 7.1(a) has been satisfied; *provided further, however*, that in the event that the Closing occurs, then, all such Disclosure Schedules shall thereafter be deemed to be updated with all such matters.

11.8 Amendments. This Agreement may be amended or modified in whole or in part, and terms and conditions may be waived, only by a duly authorized agreement in writing which makes reference to this Agreement executed by each Party and, to the extent such amendment or modification relates to Section 2.9 or Section 10.1, Seller Parent.

11.9 Publicity. If any Party wishes to make a press release or other public announcement respecting this Agreement or the transactions contemplated hereby, such Party will provide the non-releasing Party with a draft of the press release or other public announcement for review at least three (3) Business Days prior to the time that such press release or other public announcement is to be made. During the three (3) Business Day period prior to release, the Parties will attempt in good faith to expeditiously reach agreement on such press release or other public announcement and the contents thereof; provided that failure by the non-releasing Party to provide comments back to the other Party within two (2) Business Days of receipt of the draft release or public announcement will be deemed a consent to the public disclosure of such press release or other public announcement and the content thereof. Should the Parties fail to reach an agreement concerning the form or content of any press release or public announcement by the proposed release date, the Party wishing to make the press release or public announcement may do so; provided that, in no instance shall the

issuing Party issue a press release or other public announcement (a) prior to the Closing or (b) that includes the name of the non-releasing Party or its Affiliates or the amount of the Purchase Price to be paid hereunder, in each case, without the prior written consent of such non-releasing Party. Seller and Buyer shall each be liable for the compliance of their respective Affiliates with the terms of this Section 11.9.

11.10 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

11.11 Specific Performance. The Parties acknowledge and agree, that prior to Closing and without limiting the effect of Section 9.2 after Closing, (a) that each Party would be irreparably harmed by a breach by the other Party of any of their obligations under this Agreement and (b) that the non-breaching Party is entitled to injunctive relief, specific performance and other equitable remedies against the breaching Party to enforce the performance by the breaching Party of its obligations under this Agreement, and the Parties hereby consent and agree to such injunctive relief, specific performance and other equitable remedies in addition to any other remedy to which they are entitled at law or in equity as a remedy for any such breach or threatened breach. Each Party further agrees (i) that no other Party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 11.11 and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument, (ii) the provisions set forth in Section 9.2 are not intended to and do not adequately compensate for the harm that would result from a breach of this Agreement and shall not be construed to diminish or otherwise impair in any respect any Party's right to specific performance or other equitable relief and (iii) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, none of the Parties would have entered into this Agreement. Each Party further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

11.12 Governing Law; Jurisdiction Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Texas, without regard to the Laws that might be applicable under conflicts of laws principles.

(a) Forum. The Parties agree that the appropriate, exclusive and convenient forum for any disputes between any of the Parties hereto arising out of this Agreement or the transactions contemplated hereby shall be in any state or federal court in Harris County, Texas, and each of the Parties hereto irrevocably submits to the jurisdiction of such courts solely in respect of any legal proceeding arising out of or related to this Agreement. The Parties further

agree that the Parties shall not bring suit with respect to any disputes arising out of this Agreement or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts. The Parties further agree, to the extent permitted by Law, that a final and nonappealable judgment against a Party in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and amount of such judgment.

(b) Jurisdiction. To the extent that any Party hereto has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, each such party hereby irrevocably (i) waives such immunity in respect of its obligations with respect to this Agreement and (ii) submits to the personal jurisdiction of any court described in Section 11.12(a).

(c) Waiver. THE PARTIES TO THIS AGREEMENT EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

11.13 No Recourse. All claims, obligations, liabilities or causes of action (whether in contract or in tort, in law or in equity or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with or relate in any manner to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in, in connection with or as an inducement to, this Agreement) and the transactions contemplated hereby, may be made only against (and such representations and warranties are those solely of) the Parties (the "Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, representative or assignee of, and any financial advisor or lender to, any Contracting Party, or any past, present or future director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, representative or assignee of, and any financial advisor or lender to, any of the foregoing (collectively, the "Nonparty Affiliates"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with or related in any manner to this Agreement or the transactions contemplated hereby

or based on, in respect of or by reason of this Agreement or its negotiation, execution, performance or breach of this Agreement and the transactions contemplated hereby, and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action and obligations against any such Nonparty Affiliates. Without limiting the foregoing, to the maximum extent permitted by law, except to the extent otherwise set forth in the Confidentiality Agreement, each Contracting Party disclaims any reliance upon any Nonparty Affiliates with respect to the performance of this Agreement or any representation or warranty made in connection with, or as an inducement to, this Agreement.

#### 11.14 Seller Parent Guaranty.

(a) Seller Parent hereby absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, all of Seller's obligations under Section 2.9 and Section 10.1 (collectively, the "Seller Guarantee"). The Seller Guarantee is valid and in full force and effect and constitutes the valid and binding obligation of Seller Parent, enforceable in accordance with its terms. The Seller Guarantee is an irrevocable guarantee of payment (and not just of collection) and shall continue in effect notwithstanding any extension or modification of the terms of this Agreement or any assignment or assumption by or from Seller Parent (without Buyer's express consent, which may be granted or denied in Buyer's sole discretion).

(b) The obligations of Seller Parent hereunder shall not be affected by or contingent upon (i) the liquidation or dissolution of, or the merger or consolidation of Seller with or into any Person or any sale or transfer by Seller of all or any part of its property or assets, (ii) the bankruptcy, receivership, insolvency, reorganization or similar proceedings involving or affecting Seller, (iii) any modification, alteration, amendment or addition of or to this Agreement (except to the extent such modification, alteration, amendment or addition affects Seller's obligations hereunder and then only to such extent), (iv) any disability or any other defense of Seller or any other Person (with or without notice) which might otherwise constitute a legal or equitable discharge of a surety or a guarantor or otherwise, (v) the extension of time for the payment of all or any portion of any sums payable under this Agreement or the extension of time for the performance of any obligations under, arising out of or in connection with this Agreement, or (vi) any failure, omission, delay or lack of diligence on the part of Buyer or any other person or entity to enforce, assert or exercise, or any waiver of, any right, privilege, power or remedy conferred on Buyer or any other person or entity by this Agreement, or any action on the part of the Buyer or such other person or entity granting indulgence or extension of any kind. In connection with the foregoing, Seller Parent hereby waives all defenses and discharges it may have or otherwise be entitled to as a guarantor or surety and further waives presentment for payment or performance, notice of nonpayment or nonperformance, demand, diligence or protest.

(c) It shall not be necessary for Buyer (or its successor), in order to enforce any payment or performance by the Seller Parent, to first institute suit or exhaust its remedies against the Seller, any of Seller's Affiliates or any other person or entity liable with respect to the obligations of Seller Parent secured by this Section 11.14.

(d) Buyer entered into this Agreement in reliance upon this Section 11.14. Seller Parent acknowledges that it will receive substantial direct and indirect benefits from the

transactions contemplated hereby and that the waivers and agreements by Seller Parent set forth in this Section 11.14 are knowingly made in contemplation of such benefits.

(e) Seller Parent hereby represents and warrants as follows: (i) Seller Parent is duly formed and validly existing under the laws of Delaware, and has all power and authority to execute, deliver and perform obligations created by this Section 11.14; (ii) the execution, delivery and performance of this Agreement by Seller Parent has been duly and validly authorized and approved by all necessary limited liability company action; (iii) this Agreement has been duly and validly executed and delivered by Seller Parent and constitutes a valid and legally binding obligation of Seller Parent, enforceable against Seller Parent in accordance with its terms; (iv) all consents, approvals, authorizations of, or filings with, any Governmental Authority necessary for the due execution, delivery and performance of this Agreement by Seller Parent have been obtained or made; (v) the execution, delivery and performance by Seller Parent of this Agreement do not and will not violate its organizational and governing documents, any applicable Law, or any material contractual restriction binding on Seller Parent or its assets; and (vi) Seller Parent has, and, for so long as this Section 11.14 shall remain in effect in accordance with its terms, Seller Parent shall have, funds sufficient to satisfy all of its obligations hereunder.

(f) Notwithstanding anything to the contrary herein, in the event of an action by any party entitled to enforce the provisions of this Section 11.14, Seller Parent shall have available to it all defenses that Seller would have under and in respect of this Agreement (other than any defenses arising from bankruptcy, receivership, insolvency, reorganization or similar proceedings involving or affecting Seller).

*[Signature Page Follows]*

**IN WITNESS WHEREOF** this Agreement has been duly executed and delivered by each of the Parties as of the date first above written.

**Buyer:**

**Viper Energy Partners LLC**

By: /s/ Kaes Van't Hof  
Name: Kaes Van't Hof, under designation of  
authority from Travis D. Stice  
Title: Chief Executive Officer

SIGNATURE PAGE TO  
PURCHASE AND SALE AGREEMENT

**Seller:**

**DGK ORRI Company, L.P.**

By: DGK ORRI GP LLC,  
its general partner

By: Royal Resources GP L.L.C.,  
its sole member

By: /s/ Angelo Acconcia  
Name: Angelo Acconcia  
Title: Chief Financial Officer and Treasurer

**Seller Parent:**

**Royal Resources L.P.**

By: Royal Resources GP L.L.C.,  
its general partner

By: /s/ Angelo Acconcia  
Name: Angelo Acconcia  
Title: Chief Financial Officer and Treasurer

SIGNATURE PAGE TO  
PURCHASE AND SALE AGREEMENT

**Viper Energy Partners LP  
Subsidiaries of Registrant**

Name of Subsidiary	Jurisdiction of Incorporation
Viper Energy Partners LLC	Delaware

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We have issued our report dated February 7, 2018, with respect to the consolidated financial statements included in the Annual Report of Viper Energy Partners LP on Form 10-K for the year ended December 31, 2017. We consent to the incorporation by reference of said report in the Registration Statements of Viper Energy Partners LP on Form S-3 (File No. 333-205432, effective July 13, 2015) and Form S-8 (File No. 333-196971, effective June 23, 2014).

/s/ GRANT THORNTON LLP

Oklahoma City, Oklahoma

February 7, 2018

**CONSENT OF RYDER SCOTT COMPANY, L.P.**

We have issued our report dated January 18, 2018 on estimates of proved reserves, future production and income attributable to certain royalty interests of Viper Energy Partners LP (“Viper”), a subsidiary of Diamondback Energy, Inc., as of December 31, 2017. As independent oil and gas consultants, we hereby consent to the inclusion of our report and the information contained therein and information from our prior reserve reports referenced in this Annual Report on Form 10-K of Viper (this “Annual Report”) and to all references to our firm in this Annual Report. We hereby also consent to the incorporation by reference of such reports and the information contained therein in the Registration Statements of Viper on Form S-8 (File No. 333-196971, effective June 23, 2014) and Form S-3 (File No. 333-205432, effective July 13, 2015).

/s/ Ryder Scott Company, L.P.

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**RYDER SCOTT COMPANY, L.P.**

TBPE Firm Registration No. F-1580

Houston, Texas

February 7, 2018

## CERTIFICATION

I, Travis D. Stice, certify that:

1. I have reviewed this Annual Report on Form 10-K of Viper Energy Partners LP (the “registrant”).
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: February 7, 2018

/s/ Travis D. Stice

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Travis D. Stice

Chief Executive Officer

Viper Energy Partners GP LLC

(as general partner of Viper Energy Partners LP)

## CERTIFICATION

I, Teresa L. Dick, certify that:

1. I have reviewed this Annual Report on Form 10-K of Viper Energy Partners LP (the “registrant”).
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: February 7, 2018

/s/ Teresa L. Dick

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Teresa L. Dick

Chief Financial Officer

Viper Energy Partners GP LLC

(as general partner of Viper Energy Partners LP)

**CERTIFICATION OF PERIOD REPORT**

In connection with the Annual Report on Form 10-K of Viper Energy Partners LP (the "Partnership"), as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Travis D. Stice, Chief Executive Officer of Viper Energy Partners GP LLC, the general partner of Viper Energy Partners LP, and Teresa L. Dick, Chief Financial Officer of Viper Energy Partners GP LLC, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to their knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or 78o(d)); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

Date: February 7, 2018

/s/ Travis D. Stice

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Travis D. Stice

Chief Executive Officer

Viper Energy Partners GP LLC

(as general partner of Viper Energy Partners LP)

Date: February 7, 2018

/s/ Teresa L. Dick

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Teresa L. Dick

Chief Financial Officer

Viper Energy Partners GP LLC

(as general partner of Viper Energy Partners LP)

**VIPER ENERGY PARTNERS, LP**

**Estimated  
Future Reserves and Income  
Attributable to Certain  
Royalty Interests**

**SEC Parameters**

**As of  
December 31, 2017**

\\s\ Val Rick Robinson

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Val Rick Robinson, P.E.  
TBPE License No. 105137  
Managing Senior Vice President

**RYDER SCOTT COMPANY, L.P.**  
TBPE Firm License No. F-1580

[SEAL]

January 18, 2018

Viper Energy Partners, LP  
500 West Texas, Suite 1210  
Midland, Texas 79701

Gentlemen:

At your request, Ryder Scott Company, L.P. (Ryder Scott) has prepared an estimate of the proved reserves, future production, and income attributable to certain royalty interests of Viper Energy Partners, LP (Viper), a subsidiary of Diamondback Energy, Inc. (Diamondback), as of December 31, 2017. The subject properties are located in the state of Texas. The reserves and income data were estimated based on the definitions and disclosure guidelines of the United States Securities and Exchange Commission (SEC) contained in Title 17, Code of Federal Regulations, Modernization of Oil and Gas Reporting, Final Rule released January 14, 2009 in the Federal Register (SEC regulations). Our third party study, completed on January 16, 2018 and presented herein, was prepared for public disclosure in Viper's filings made with the SEC in accordance with the disclosure requirements set forth in the SEC regulations.

The properties evaluated by Ryder Scott represent 100 percent of the total net proved liquid hydrocarbon reserves and 100 percent of the total net proved gas reserves of Viper as of December 31, 2017.

The estimated reserves and future net income amounts presented in this report, as of December 31, 2017 are related to hydrocarbon prices. The hydrocarbon prices used in the preparation of this report are based on the average prices during the 12-month period prior to the "as of date" of this report, determined as the un-weighted arithmetic averages of the prices in effect on the first-day-of-the-month for each month within such period, unless prices were defined by contractual arrangements, as required by the SEC regulations. Actual future prices may vary significantly from the prices required by SEC regulations; therefore, volumes of reserves actually recovered and the amounts of income actually received may differ significantly from the estimated quantities presented in this report. The results of this study are summarized as follows.

SUITE 600, 1015 4TH STREET, S.W. CALGARY, ALBERTA T2R 1J4 TEL (403) 262-2799 FAX (403) 262-2790  
621 17TH STREET, SUITE 1550 DENVER, COLORADO 80293-1501 TEL (303) 623-9147 FAX (303) 623-4258

**SEC PARAMETERS**  
 Estimated Net Reserves and Income Data  
 Certain Royalty Interests of  
**Viper Energy Partners, LP**

As of December 31, 2017

	Proved		
	Developed	Undeveloped	Total
	Producing		Proved
<b><u>Net Remaining Reserves</u></b>			
Oil/Condensate – MBbl	18,788	7,097	25,885
Plant Products – MBbl	4,536	1,759	6,295
Gas – MMCF	29,256	7,139	36,395
MBOE	28,200	10,046	38,246
<b><u>Income Data (\$M)</u></b>			
Future Gross Revenue	\$ 1,004,913	\$ 368,717	\$ 1,373,630
Deductions	38,220	15,091	53,311
Future Net Income (FNI)	\$ 966,693	\$ 353,626	\$ 1,320,319
Discounted FNI @ 10%	\$ 456,837	\$ 171,829	\$ 928,666

Liquid hydrocarbons are expressed in thousands of standard 42 gallon barrels (Mbbl). All gas volumes are reported on an “as sold basis” expressed in millions of cubic feet (MMcf) at the official temperature and pressure bases of the areas in which the gas reserves are located. The net remaining reserves are also shown herein on an equivalent unit basis wherein natural gas is converted to oil equivalent using a factor of 6,000 cubic feet of natural gas per one barrel of oil equivalent. MBOE means thousands barrels of oil equivalent. In this report, the revenues, deductions, and income data are expressed as thousands of U.S. dollars (\$M).

The estimates of the reserves, future production, and income attributable to properties in this report were prepared using the economic software package ARIES™ Petroleum Economics and Reserves Software, a copyrighted program of Halliburton. The program was used solely at the request of Diamondback. Ryder Scott has found this program to be generally acceptable, but notes that certain summaries and calculations may vary due to rounding and may not exactly match the sum of the properties being summarized. Furthermore, one line economic summaries may vary slightly from the more detailed cash flow projections of the same properties, also due to rounding. The rounding differences are not material.

The future gross revenue is after the deduction of production taxes. The deductions incorporate ad valorem taxes only. The future net income is before the deduction of state and federal income taxes and general administrative overhead, and has not been adjusted for outstanding loans that may exist nor does it include any adjustment for cash on hand or undistributed income.

Liquid hydrocarbon reserves account for approximately 95 percent and gas reserves account for the remaining 5 percent of total future gross revenue from proved reserves.

The discounted future net income shown above was calculated using a discount rate of 10 percent per annum compounded monthly. Future net income was discounted at four other discount rates which were also compounded monthly. These results are shown in summary form as follows.

Discount Rate Percent	Discounted Future Net Income (\$M)
	As of December 31, 2017
	Total Proved
5	\$834,824
15	\$515,654
20	\$443,507
25	\$355,098

The results shown above are presented for your information and should not be construed as our estimate of fair market value.

### ***Reserves Included in This Report***

The proved reserves included herein conform to the definitions as set forth in the Securities and Exchange Commission's Regulations Part 210.4-10(a). An abridged version of the SEC reserves definitions from 210.4-10(a) entitled "Petroleum Reserves Definitions" is included as an attachment to this report.

The various proved reserve status categories are defined under the attachment entitled "Petroleum Reserves Status Definitions and Guidelines" in this report.

No attempt was made to quantify or otherwise account for any accumulated gas production imbalances that may exist. The proved gas volumes presented herein do not include volumes of gas consumed in operations as reserves.

Reserves are "estimated remaining quantities of oil and gas and related substances anticipated to be economically producible, as of a given date, by application of development projects to known accumulations." All reserve estimates involve an assessment of the uncertainty relating the likelihood that the actual remaining quantities recovered will be greater or less than the estimated quantities determined as of the date the estimate is made. The uncertainty depends chiefly on the amount of reliable geologic and engineering data available at the time of the estimate and the interpretation of these data. The relative degree of uncertainty may be conveyed by placing reserves into one of two principal classifications, either proved or unproved. Unproved reserves are less certain to be recovered than proved reserves and may be further sub-classified as probable and possible reserves to denote progressively increasing uncertainty in their recoverability. At Viper's request, this report addresses only the proved reserves attributable to the properties evaluated herein.

Proved oil and gas reserves are "those quantities of oil and gas which, by analysis of geoscience and engineering data, can be estimated with reasonable certainty to be economically producible from a given date forward." The proved reserves included herein were estimated using deterministic methods. The SEC has defined reasonable certainty for proved reserves, when based on deterministic methods, as a "high degree of confidence that the quantities will be recovered."

Proved reserve estimates will generally be revised only as additional geologic or engineering data become available or as economic conditions change. For proved reserves, the SEC states that "as changes due to increased availability of geoscience (geological, geophysical, and geochemical), engineering, and economic data are made to the estimated ultimate recovery (EUR) with time, reasonably certain EUR is much more likely to increase or remain constant than to decrease." Moreover, estimates of proved reserves

may be revised as a result of future operations, effects of regulation by governmental agencies or geopolitical or economic risks. Therefore, the proved reserves included in this report are estimates only and should not be construed as being exact quantities, and if recovered, the revenues therefrom, and the actual costs related thereto, could be more or less than the estimated amounts.

Diamondback's operations may be subject to various levels of governmental controls and regulations. These controls and regulations may include, but may not be limited to, matters relating to land tenure and leasing, the legal rights to produce hydrocarbons, drilling and production practices, environmental protection, marketing and pricing policies, royalties, various taxes and levies including income tax and are subject to change from time to time. Such changes in governmental regulations and policies may cause volumes of proved reserves actually recovered and amounts of proved income actually received to differ significantly from the estimated quantities.

The estimates of proved reserves presented herein were based upon a detailed study of the properties in which Viper owns an interest; however, we have not made any field examination of the properties. No consideration was given in this report to potential environmental liabilities that may exist nor were any costs included for potential liabilities to restore and clean up damages, if any, caused by past operating practices.

### ***Estimates of Reserves***

The estimation of reserves involves two distinct determinations. The first determination results in the estimation of the quantities of recoverable oil and gas and the second determination results in the estimation of the uncertainty associated with those estimated quantities in accordance with the definitions set forth by the Securities and Exchange Commission's Regulations Part 210.4-10(a). The process of estimating the quantities of recoverable oil and gas reserves relies on the use of certain generally accepted analytical procedures. These analytical procedures fall into three broad categories or methods: (1) performance-based methods, (2) volumetric-based methods and (3) analogy. These methods may be used individually or in combination by the reserve evaluator in the process of estimating the quantities of reserves. Reserve evaluators must select the method or combination of methods which in their professional judgment is most appropriate given the nature and amount of reliable geoscience and engineering data available at the time of the estimate, the established or anticipated performance characteristics of the reservoir being evaluated and the stage of development or producing maturity of the property.

In many cases, the analysis of the available geoscience and engineering data and the subsequent interpretation of this data may indicate a range of possible outcomes in an estimate, irrespective of the method selected by the evaluator. When a range in the quantity of reserves is identified, the evaluator must determine the uncertainty associated with the incremental quantities of the reserves. If the reserve quantities are estimated using the deterministic incremental approach, the uncertainty for each discrete incremental quantity of the reserves is addressed by the reserve category assigned by the evaluator. Therefore, it is the categorization of reserve quantities as proved, probable and/or possible that addresses the inherent uncertainty in the estimated quantities reported. For proved reserves, uncertainty is defined by the SEC as reasonable certainty wherein the "quantities actually recovered are much more likely than not to be achieved." The SEC states that "probable reserves are those additional reserves that are less certain to be recovered than proved reserves but which, together with proved reserves, are as likely as not to be recovered." The SEC states that "possible reserves are those additional reserves that are less certain to be recovered than probable reserves and the total quantities ultimately recovered from a project have a low probability of exceeding proved plus probable plus possible reserves." All quantities of reserves within the same reserve category must meet the SEC definitions as noted above.

Estimates of reserves quantities and their associated reserve categories may be revised in the future as additional geoscience or engineering data become available. Furthermore, estimates of reserves quantities and their associated reserve categories may also be revised due to other factors such as changes in economic conditions, results of future operations, effects of regulation by governmental agencies or geopolitical or economic risks as previously noted herein.

The proved reserves for the properties included herein were estimated by performance methods, analogy, or a combination of both methods. Approximately 90 percent of the proved producing reserves attributable to producing wells were estimated by performance methods. These performance methods include, but may not be limited to, decline curve analysis, which utilized extrapolations of historical production and pressure data available through December 2017 in those cases where such data were considered to be definitive. The data utilized in this analysis were furnished to Ryder Scott by Diamondback and were considered sufficient for the purpose thereof. The remaining 10 percent of the proved producing reserves were estimated by analogy, or a combination of performance and analogy methods. The analogy method was used where there were inadequate historical performance data to establish a definitive trend and where the use of production performance data as a basis for the reserve estimates was considered to be inappropriate.

All proved undeveloped reserves included herein were estimated by the analogy method.

To estimate economically recoverable proved oil and gas reserves and related future net cash flows, we consider many factors and assumptions including, but not limited to, the use of reservoir parameters derived from geological, geophysical and engineering data which cannot be measured directly, economic criteria based on current costs and SEC pricing requirements, and forecasts of future production rates. Under the SEC regulations 210.4-10(a)(22)(v) and (26), proved reserves must be anticipated to be economically producible from a given date forward based on existing economic conditions including the prices and costs at which economic producibility from a reservoir is to be determined. While it may reasonably be anticipated that the future prices received for the sale of production and the operating costs and other costs relating to such production may increase or decrease from those under existing economic conditions, such changes were, in accordance with rules adopted by the SEC, omitted from consideration in making this evaluation.

Diamondback has informed us that they have furnished us all of the material accounts, records, geological and engineering data, and reports and other data required for this investigation. In preparing our forecast of future proved production and income, we have relied upon data furnished by Diamondback with respect to property interests owned, production and well tests from examined wells, normal direct costs of operating the wells or leases, other costs such as transportation and/or processing fees, ad valorem and production taxes, recompletion and development costs, development plans, product prices based on the SEC regulations, adjustments or differentials to product prices, geological structural and isochore maps, well logs, core analyses, and pressure measurements. Ryder Scott reviewed such factual data for its reasonableness; however, we have not conducted an independent verification of the data furnished by Diamondback. We consider the factual data used in this report appropriate and sufficient for the purpose of preparing the estimates of reserves and future net revenues herein.

In summary, we consider the assumptions, data, methods and analytical procedures used in this report appropriate for the purpose hereof, and we have used all such methods and procedures that we consider necessary and appropriate to prepare the estimates of reserves herein. The proved reserves included herein were determined in conformance with the United States Securities and Exchange Commission (SEC) Modernization of Oil and Gas Reporting; Final Rule, including all references to Regulation S-X and Regulation S-K, referred to herein collectively as the "SEC Regulations." In our opinion, the proved reserves presented in this report comply with the definitions, guidelines and disclosure requirements as required by the SEC regulations.

## ***Future Production Rates***

For wells currently on production, our forecasts of future production rates are based on historical performance data. If no production decline trend has been established, future production rates were held constant, or adjusted for the effects of curtailment where appropriate, until a decline in ability to produce was anticipated. An estimated rate of decline was then applied to depletion of the reserves. If a decline trend has been established, this trend was used as the basis for estimating future production rates.

Test data and other related information were used to estimate the anticipated initial production rates for those wells or locations that are not currently producing. For reserves not yet on production, sales were estimated to commence at an anticipated date furnished by Diamondback. Wells or locations that are not currently producing may start producing earlier or later than anticipated in our estimates due to unforeseen factors causing a change in the timing to initiate production. Such factors may include delays due to weather, the availability of rigs, the sequence of drilling, completing and/or recompleting wells and/or constraints set by regulatory bodies.

The future production rates from wells currently on production or wells or locations that are not currently producing may be more or less than estimated because of changes including, but not limited to, reservoir performance, operating conditions related to surface facilities, compression and artificial lift, pipeline capacity and/or operating conditions, producing market demand and/or allowables or other constraints set by regulatory bodies.

## ***Hydrocarbon Prices***

The hydrocarbon prices used herein are based on SEC price parameters using the average prices during the 12-month period prior to the "as of date" of this report, determined as the unweighted arithmetic averages of the prices in effect on the first-day-of-the-month for each month within such period, unless prices were defined by contractual arrangements. For hydrocarbon products sold under contract, the contract prices, including fixed and determinable escalations, exclusive of inflation adjustments, were used until expiration of the contract. Upon contract expiration, the prices were adjusted to the 12-month un-weighted arithmetic average as previously described.

As noted above, Diamondback furnished us with the average prices in effect on December 31, 2017. These initial SEC hydrocarbon prices were determined using the 12-month average first-day-of-the-month benchmark prices appropriate to the geographic area where the hydrocarbons are sold. These benchmark prices are prior to the adjustments for differentials as described herein. The table below summarizes the "benchmark prices" and "price reference" used for the geographic area included in the report. In certain geographic areas, the price reference and benchmark prices may be defined by contractual arrangements.

The product prices which were actually used to determine the future gross revenue for each property reflect adjustments to the benchmark prices for gravity, quality, local conditions, gathering and transportation fees and/or distance from market, referred to herein as "differentials." The differentials used in the preparation of this report were furnished to us by Diamondback and were accepted as factual data and reviewed by us for their reasonableness; however, we have not conducted an independent verification of the data used by Diamondback to determine these differentials.

In addition, the table below summarizes the net volume weighted benchmark prices adjusted for differentials and referred to herein as the "average realized prices." The average realized prices shown in the table below were determined from the total future gross revenue before production taxes and the

total net reserves for the geographic area and presented in accordance with SEC disclosure requirements for each of the geographic areas included in the report.

Geographic Area	Product	Price Reference	Average Benchmark Prices	Average Proved Realized Prices
North America				
	Oil/Condensate	WTI Cushing	\$51.34/Bbl	\$48.21/Bbl
United States	NGLs	Propane, Mt. Belvieu	\$31.82/Bbl	\$19.15/Bbl
	Gas	Henry Hub	\$2.98/MMBTU	\$2.13/MCF

The effects of derivative instruments designated as price hedges of oil and gas quantities are not reflected in our individual property evaluations.

### **Costs**

As a holder of royalty interests only, Viper bears none of the operating or development costs associated with the underlying properties of this report. Nevertheless, the undeveloped reserves in this report have been incorporated herein in accordance with Diamondback's plans to develop these reserves as of December 31, 2017. The implementation of Diamondback's development plans as presented to us and incorporated herein is subject to the approval process adopted by Diamondback's management. As the result of our inquiries during the course of preparing this report, Diamondback has informed us that the development activities included herein have been subjected to and received the internal approvals required by Diamondback's management at the appropriate local, regional and/or corporate level. In addition to the internal approvals as noted, certain development activities may still be subject to specific partner AFE processes, Joint Operating Agreement (JOA) requirements or other administrative approvals external to Diamondback. Additionally, Diamondback has informed us that they are not aware of any legal, regulatory, or political obstacles that would significantly alter their plans. While these plans could change from those under existing economic conditions as of December 31, 2017, such changes were, in accordance with rules adopted by the SEC, omitted from consideration in making this evaluation.

### **Standards of Independence and Professional Qualification**

Ryder Scott is an independent petroleum engineering consulting firm that has been providing petroleum consulting services throughout the world since 1937. Ryder Scott is employee-owned and maintains offices in Houston, Texas; Denver, Colorado; and Calgary, Alberta, Canada. We have over eighty engineers and geoscientists on our permanent staff. By virtue of the size of our firm and the large number of clients for which we provide services, no single client or job represents a material portion of our annual revenue. We do not serve as officers or directors of any privately-owned or publicly-traded oil and gas company and are separate and independent from the operating and investment decision-making process of our clients. This allows us to bring the highest level of independence and objectivity to each engagement for our services.

Ryder Scott actively participates in industry-related professional societies and organizes an annual public forum focused on the subject of reserves evaluations and SEC regulations. Many of our staff have authored or co-authored technical papers on the subject of reserves related topics. We encourage our staff to maintain and enhance their professional skills by actively participating in ongoing continuing education.

Prior to becoming an officer of the Company, Ryder Scott requires that staff engineers and geoscientists have received professional accreditation in the form of a registered or certified professional engineer's license or a registered or certified professional geoscientist's license, or the equivalent thereof, from an appropriate governmental authority or a recognized self-regulating professional organization.

We are independent petroleum engineers with respect to Viper and Diamondback. Neither we nor any of our employees have any financial interest in the subject properties and neither the employment to do this work nor the compensation is contingent on our estimates of reserves for the properties which were reviewed.

The results of this study, presented herein, are based on technical analysis conducted by teams of geoscientists and engineers from Ryder Scott. The professional qualifications of the undersigned, the technical person primarily responsible for the evaluation of the reserves information discussed in this report, are included as an attachment to this letter.

### ***Terms of Usage***

The results of our third party study, presented in report form herein, were prepared in accordance with the disclosure requirements set forth in the SEC regulations and intended for public disclosure as an exhibit in filings made with the SEC by Viper.

Viper makes periodic filings on Form 10-K with the SEC under the 1934 Exchange Act. Furthermore, Viper has certain registration statements filed with the SEC under the 1933 Securities Act into which any subsequently filed Form 10-K is incorporated by reference. We have consented to the incorporation by reference in the registration statements on Form S-3 of Viper of the references to our name as well as to the references to our third party report for Viper, which appears in the December 31, 2017 annual report on Form 10-K of Viper. Our written consent for such use is included as a separate exhibit to the filings made with the SEC by Viper.

We have provided Viper with a digital version of the original signed copy of this report letter. In the event there are any differences between the digital version included in filings made by Viper and the original signed report letter, the original signed report letter shall control and supersede the digital version.

The data and work papers used in the preparation of this report are available for examination by authorized parties in our offices. Please contact us if we can be of further service.

Very truly yours,

**RYDER SCOTT COMPANY, L.P.**  
TBPE Firm Registration No. F-1580

\s\ Val Rick Robinson

Val Rick Robinson, P.E.  
TBPE License No. 105137  
Managing Senior Vice President

[SEAL]

VRR (DPR)/pl

## Professional Qualifications of Primary Technical Engineer

The conclusions presented in this report are the result of technical analysis conducted by teams of geoscientists and engineers from Ryder Scott Company, L.P. Mr. Val Rick Robinson was the primary technical person responsible for the estimate of the reserves, future production and income presented herein.

Mr. Robinson, an employee of Ryder Scott Company, L.P. (Ryder Scott) since 2006, is a Managing Senior Vice President responsible for coordinating and supervising staff and consulting engineers of the company in ongoing reservoir evaluation studies worldwide. Before joining Ryder Scott, Mr. Robinson served in a number of engineering positions with ExxonMobil Corporation. For more information regarding Mr. Robinson's geographic and job specific experience, please refer to the Ryder Scott Company website at [www.ryderscott.com](http://www.ryderscott.com).

Mr. Robinson earned a Bachelor of Science degree in Chemical Engineering from Brigham Young University in 2003 and is a licensed Professional Engineer in the State of Texas. He is also a member of the Society of Petroleum Engineers.

In addition to gaining experience and competency through prior work experience, the Texas Board of Professional Engineers requires a minimum of fifteen hours of continuing education annually, including at least one hour in the area of professional ethics, which Mr. Robinson fulfills. As part of his 2017 continuing education hours, Mr. Robinson attended 28 hours of formalized training including the 2017 RSC Reserves Conference and various professional society presentations covering such topics as the definitions and disclosure guidelines contained in the United States Securities and Exchange Commission Title 17, Code of Federal Regulations, Modernization of Oil and Gas Reporting, Final Rule released January 14, 2009 in the Federal Register, the SPE/WPC/AAPG/SPEE Petroleum Resources Management System, reservoir engineering, overviews of the various productive basins of North America, computer software, and professional ethics.

Based on his educational background, professional training and more than 14 years of practical experience in the estimation and evaluation of petroleum reserves, Mr. Robinson has attained the professional qualifications as a Reserves Estimator set forth in Article III of the "Standards Pertaining to the Estimating and Auditing of Oil and Gas Reserves Information" promulgated by the Society of Petroleum Engineers as of February 19, 2007.

## PETROLEUM RESERVES DEFINITIONS

**As Adapted From:  
RULE 4-10(a) of REGULATION S-X PART 210  
UNITED STATES SECURITIES AND EXCHANGE COMMISSION (SEC)**

### **PREAMBLE**

On January 14, 2009, the United States Securities and Exchange Commission (SEC) published the "Modernization of Oil and Gas Reporting; Final Rule" in the Federal Register of National Archives and Records Administration (NARA). The "Modernization of Oil and Gas Reporting; Final Rule" includes revisions and additions to the definition section in Rule 4-10 of Regulation S-X, revisions and additions to the oil and gas reporting requirements in Regulation S-K, and amends and codifies Industry Guide 2 in Regulation S-K. The "Modernization of Oil and Gas Reporting; Final Rule", including all references to Regulation S-X and Regulation S-K, shall be referred to herein collectively as the "SEC regulations". The SEC regulations take effect for all filings made with the United States Securities and Exchange Commission as of December 31, 2009, or after January 1, 2010. Reference should be made to the full text under Title 17, Code of Federal Regulations, Regulation S-X Part 210, Rule 4-10(a) for the complete definitions (direct passages excerpted in part or wholly from the aforementioned SEC document are denoted in italics herein).

*Reserves are estimated remaining quantities of oil and gas and related substances anticipated to be economically producible, as of a given date, by application of development projects to known accumulations.* All reserve estimates involve an assessment of the uncertainty relating the likelihood that the actual remaining quantities recovered will be greater or less than the estimated quantities determined as of the date the estimate is made. The uncertainty depends chiefly on the amount of reliable geologic and engineering data available at the time of the estimate and the interpretation of these data. The relative degree of uncertainty may be conveyed by placing reserves into one of two principal classifications, either proved or unproved. Unproved reserves are less certain to be recovered than proved reserves and may be further sub-classified as probable and possible reserves to denote progressively increasing uncertainty in their recoverability. Under the SEC regulations as of December 31, 2009, or after January 1, 2010, a company may optionally disclose estimated quantities of probable or possible oil and gas reserves in documents publicly filed with the SEC. The SEC regulations continue to prohibit disclosure of estimates of oil and gas resources other than reserves and any estimated values of such resources in any document publicly filed with the SEC unless such information is required to be disclosed in the document by foreign or state law as noted in §229.1202 Instruction to Item 1202.

Reserves estimates will generally be revised only as additional geologic or engineering data become available or as economic conditions change.

Reserves may be attributed to either natural energy or improved recovery methods. Improved recovery methods include all methods for supplementing natural energy or altering natural forces in the reservoir to increase ultimate recovery. Examples of such methods are pressure maintenance, natural gas cycling, waterflooding, thermal methods, chemical flooding, and the use of miscible and immiscible displacement fluids. Other improved recovery methods may be developed in the future as petroleum technology continues to evolve.

Reserves may be attributed to either conventional or unconventional petroleum accumulations. Petroleum accumulations are considered as either conventional or unconventional based on the nature of their in-place characteristics, extraction method applied, or degree of processing prior to sale. Examples of unconventional petroleum accumulations include coalbed or coalseam methane (CBM/CSM), basin-

centered gas, shale gas, gas hydrates, natural bitumen and oil shale deposits. These unconventional accumulations may require specialized extraction technology and/or significant processing prior to sale.

Reserves do not include quantities of petroleum being held in inventory.

Because of the differences in uncertainty, caution should be exercised when aggregating quantities of petroleum from different reserves categories.

## **RESERVES (SEC DEFINITIONS)**

Securities and Exchange Commission Regulation S-X §210.4-10(a)(26) defines reserves as follows:

**Reserves.** *Reserves are estimated remaining quantities of oil and gas and related substances anticipated to be economically producible, as of a given date, by application of development projects to known accumulations. In addition, there must exist, or there must be a reasonable expectation that there will exist, the legal right to produce or a revenue interest in the production, installed means of delivering oil and gas or related substances to market, and all permits and financing required to implement the project.*

*Note to paragraph (a)(26): Reserves should not be assigned to adjacent reservoirs isolated by major, potentially sealing, faults until those reservoirs are penetrated and evaluated as economically producible. Reserves should not be assigned to areas that are clearly separated from a known accumulation by a non-productive reservoir (i.e., absence of reservoir, structurally low reservoir, or negative test results). Such areas may contain prospective resources (i.e., potentially recoverable resources from undiscovered accumulations).*

## **PROVED RESERVES (SEC DEFINITIONS)**

Securities and Exchange Commission Regulation S-X §210.4-10(a)(22) defines proved oil and gas reserves as follows:

**Proved oil and gas reserves.** *Proved oil and gas reserves are those quantities of oil and gas, which, by analysis of geoscience and engineering data, can be estimated with reasonable certainty to be economically producible from a given date forward, from known reservoirs, and under existing economic conditions, operating methods, and government regulations prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonably certain, regardless of whether deterministic or probabilistic methods are used for the estimation. The project to extract the hydrocarbons must have commenced or the operator must be reasonably certain that it will commence the project within a reasonable time.*

(i) *The area of the reservoir considered as proved includes:*

(A) *The area identified by drilling and limited by fluid contacts, if any, and*

(B) *Adjacent undrilled portions of the reservoir that can, with reasonable certainty, be judged to be continuous with it and to contain economically producible oil or gas on the basis of available geoscience and engineering data.*

## **PROVED RESERVES (SEC DEFINITIONS) CONTINUED**

*(ii) In the absence of data on fluid contacts, proved quantities in a reservoir are limited by the lowest known hydrocarbons (LKH) as seen in a well penetration unless geoscience, engineering, or performance data and reliable technology establishes a lower contact with reasonable certainty.*

*(iii) Where direct observation from well penetrations has defined a highest known oil (HKO) elevation and the potential exists for an associated gas cap, proved oil reserves may be assigned in the structurally higher portions of the reservoir only if geoscience, engineering, or performance data and reliable technology establish the higher contact with reasonable certainty.*

*(iv) Reserves which can be produced economically through application of improved recovery techniques (including, but not limited to, fluid injection) are included in the proved classification when:*

*(A) Successful testing by a pilot project in an area of the reservoir with properties no more favorable than in the reservoir as a whole, the operation of an installed program in the reservoir or an analogous reservoir, or other evidence using reliable technology establishes the reasonable certainty of the engineering analysis on which the project or program was based; and*

*(B) The project has been approved for development by all necessary parties and entities, including governmental entities.*

*(v) Existing economic conditions include prices and costs at which economic producibility from a reservoir is to be determined. The price shall be the average price during the 12-month period prior to the ending date of the period covered by the report, determined as an unweighted arithmetic average of the first-day-of-the-month price for each month within such period, unless prices are defined by contractual arrangements, excluding escalations based upon future conditions.*

RYDER SCOTT COMPANY PETROLEUM CONSULTANTS

## PETROLEUM RESERVES STATUS DEFINITIONS AND GUIDELINES

As Adapted From:  
RULE 4-10(a) of REGULATION S-X PART 210  
UNITED STATES SECURITIES AND EXCHANGE COMMISSION (SEC)

and

## PETROLEUM RESOURCES MANAGEMENT SYSTEM (SPE-PRMS)

Sponsored and Approved by:  
SOCIETY OF PETROLEUM ENGINEERS (SPE)  
WORLD PETROLEUM COUNCIL (WPC)  
AMERICAN ASSOCIATION OF PETROLEUM GEOLOGISTS (AAPG)  
SOCIETY OF PETROLEUM EVALUATION ENGINEERS (SPEE)

PETROLEUM RESERVES STATUS DEFINITIONS AND GUIDELINES

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Reserves status categories define the development and producing status of wells and reservoirs. Reference should be made to Title 17, Code of Federal Regulations, Regulation S-X Part 210, Rule 4-10(a) and the SPE-PRMS as the following reserves status definitions are based on excerpts from the original documents (direct passages excerpted from the aforementioned SEC and SPE-PRMS documents are denoted in italics herein).

### **DEVELOPED RESERVES (SEC DEFINITIONS)**

Securities and Exchange Commission Regulation S-X §210.4-10(a)(6) defines developed oil and gas reserves as follows:

*Developed oil and gas reserves are reserves of any category that can be expected to be recovered:*

*(i) Through existing wells with existing equipment and operating methods or in which the cost of the required equipment is relatively minor compared to the cost of a new well; and*

*(ii) Through installed extraction equipment and infrastructure operational at the time of the reserves estimate if the extraction is by means not involving a well.*

### **Developed Producing (SPE-PRMS Definitions)**

While not a requirement for disclosure under the SEC regulations, developed oil and gas reserves may be further sub-classified according to the guidance contained in the SPE-PRMS as Producing or Non-Producing.

#### **Developed Producing Reserves**

*Developed Producing Reserves are expected to be recovered from completion intervals that are open and producing at the time of the estimate.*

*Improved recovery reserves are considered producing only after the improved recovery project is in operation.*

**Developed Non-Producing**

*Developed Non-Producing Reserves include shut-in and behind-pipe reserves.*

**Shut-In**

*Shut-in Reserves are expected to be recovered from:*

- (1) completion intervals which are open at the time of the estimate, but which have not started producing;*
- (2) wells which were shut-in for market conditions or pipeline connections; or*
- (3) wells not capable of production for mechanical reasons.*

**Behind-Pipe**

*Behind-pipe Reserves are expected to be recovered from zones in existing wells, which will require additional completion work or future re-completion prior to start of production.*

*In all cases, production can be initiated or restored with relatively low expenditure compared to the cost of drilling a new well.*

**UNDEVELOPED RESERVES (SEC DEFINITIONS)**

Securities and Exchange Commission Regulation S-X §210.4-10(a)(31) defines undeveloped oil and gas reserves as follows:

*Undeveloped oil and gas reserves are reserves of any category that are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for recompletion.*

- (i) Reserves on undrilled acreage shall be limited to those directly offsetting development spacing areas that are reasonably certain of production when drilled, unless evidence using reliable technology exists that establishes reasonable certainty of economic producibility at greater distances.*
- (ii) Undrilled locations can be classified as having undeveloped reserves only if a development plan has been adopted indicating that they are scheduled to be drilled within five years, unless the specific circumstances, justify a longer time.*
- (iii) Under no circumstances shall estimates for undeveloped reserves be attributable to any acreage for which an application of fluid injection or other improved recovery technique is contemplated, unless such techniques have been proved effective by actual projects in the same reservoir or an analogous reservoir, as defined in paragraph (a)(2) of this section, or by other evidence using reliable technology establishing reasonable certainty.*