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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): October 13, 2020

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**Centennial Resource Development, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-37697**  
(Commission  
File Number)

**47-5381253**  
(I.R.S. Employer Identification No.)

**1001 Seventeenth Street, Suite 1800**

**Denver, Colorado 80202**

(Address of principal executive offices, including zip code)

**(720) 499-1400**

(Registrant's telephone number, including area code)

**Not applicable**

(Former name or former address, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.0001 per share	CDEV	The NASDAQ Stock Market LLC

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o

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**Item 1.01 Entry into a Material Definitive Agreement.**

On October 8, 2020, Centennial Resource Development, Inc. (the “Company”) and Centennial Resource Production, LLC (“CRP”), a wholly owned subsidiary of the Company, entered into a Fourth Amendment (the “Amendment”) to its Second Amended and Restated Credit Agreement (the “Credit Agreement”), among CRP, as borrower, the Company, as parent guarantor, the other guarantors party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the lenders party thereto. Through the Amendment, the lenders reaffirmed the Company’s \$700.0 million borrowing base in connection with the scheduled semi-annual borrowing base redetermination process.

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

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

The information set forth under “Item 1.01. Entry into a Material Definitive Agreement” is incorporated by reference herein.

**Item 7.01. Regulation FD Disclosure.**

On October 13, 2020, the Company issued a press release announcing the reaffirmation of the borrowing base for the Credit Agreement and the Company’s pro forma liquidity position as of September 30, 2020. A copy of the press release is included as Exhibit 99.1 hereto and incorporated herein by reference.

The information furnished pursuant to this Item 7.01 shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and will not be incorporated by reference into any filing under the Securities Act, unless specifically identified therein as being incorporated therein by reference.

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

(d) *Exhibits*

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Fourth Amendment to Second Amended and Restated Credit Agreement, dated as of October 8, 2020, among Centennial Resource Production, LLC, as borrower, Centennial Resource Development, Inc., as parent guarantor, the other guarantors party thereto, JPMorgan Chase Bank, N.A., as administrative agent and the lenders party thereto.</a>
99.1	<a href="#">Press Release dated October 13, 2020 of Centennial Resource Development, Inc.</a>
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CENTENNIAL RESOURCE DEVELOPMENT, INC.

By: /s/ GEORGE S. GLYPHIS

George S. Glyphis

*Vice President, Chief Financial Officer and Assistant Secretary*

Date: October 13, 2020

**Fourth Amendment to  
Second Amended and Restated Credit Agreement**

This Fourth Amendment to Second Amended and Restated Credit Agreement (this "Fourth Amendment"), dated as of October 8, 2020 (the "Fourth Amendment Effective Date"), is among Centennial Resource Production, LLC, a Delaware limited liability company (the "Borrower"); Centennial Resource Development, Inc., a Delaware corporation (the "Parent"); each of the other undersigned guarantors (the "Guarantors", and together with the Borrower and the Parent, the "Credit Parties"); each of the Lenders party hereto; and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent").

**RECITALS:**

A. The Borrower, the Administrative Agent and the Lenders are parties to that certain Second Amended and Restated Credit Agreement dated as of May 4, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"), pursuant to which the Lenders have, subject to the terms and conditions set forth therein, made certain credit available to and on behalf of the Borrower.

B. (i) The Lenders party hereto desire to enter into this Fourth Amendment to evidence the reaffirmation of the Borrowing Base at \$700,000,000 as set forth in Section 3 hereof, which reaffirmation shall constitute the October 1, 2020 Scheduled Redetermination of the Borrowing Base, and (ii) the parties hereto desire to amend the Credit Agreement as set forth herein, in each case upon the terms and conditions set forth herein and in each case to be effective as of the Fourth Amendment Effective Date.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Each capitalized term which is defined in the Credit Agreement, but which is not defined in this Fourth Amendment, shall have the meaning ascribed to such term in the Credit Agreement, as amended by this Fourth Amendment. Unless otherwise indicated, all section references in this Fourth Amendment refer to sections of the Credit Agreement.

Section 2. Amendments. In reliance on the representations, warranties, covenants and agreements contained in this Fourth Amendment, and subject to the satisfaction of the conditions precedent set forth in Section 4 hereof, the Credit Agreement shall be amended effective as of the Fourth Amendment Effective Date in the manner provided in this Section 2.

2.1 Additional Definition. Section 1.02 of the Credit Agreement is hereby amended to add thereto in alphabetical order the following definition which shall read in full as follows:

**"Fourth Amendment"** means that certain Fourth Amendment to Second Amended and Restated Credit Agreement dated as of October 7, 2020, among the Borrower, the Guarantors party thereto, the Administrative Agent and the Lenders party thereto.

2.2 Amended and Restated Definition. The following definition contained in Section 1.02 of the Credit Agreement is hereby amended and restated in its entirety to read in full as follows:

“Loan Documents” means this Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Notes, the Letter of Credit Agreements, the Letters of Credit, any Intercreditor Agreement, the Fee Letter and the Security Instruments.

Section 3. Borrowing Base and Aggregate Elected Commitment Amounts. Subject to the satisfaction of the conditions precedent set forth in Section 4 hereof, the Lenders hereby agree that the Borrowing Base of \$700,000,000 is hereby reaffirmed, and the Borrowing Base shall remain at \$700,000,000 until the next Scheduled Redetermination Effective Date, the next Interim Redetermination Date or the next adjustment to the Borrowing Base under Section 2.07(e), Section 8.13(c) or Section 9.12, whichever occurs first, which reaffirmation of the Borrowing Base shall constitute the October 1, 2020 Scheduled Redetermination of the Borrowing Base for purposes of Section 2.07(b). This Section 3 constitutes the New Borrowing Base Notice for the October 1, 2020 Scheduled Redetermination of the Borrowing Base for purposes of Section 2.07(d). The Borrower hereby reaffirms that the Aggregate Elected Commitment Amounts remain at \$700,000,000 as of the Fourth Amendment Effective Date.

Section 4. Conditions Precedent. The effectiveness of this Fourth Amendment is subject to the following:

4.1 Counterparts. The Administrative Agent shall have received counterparts of this Fourth Amendment from the Credit Parties and each of the Lenders constituting at least the Required Lenders.

4.2 Fees and Expenses. The Administrative Agent shall have received, to the extent invoiced, all fees and other amounts due and payable on or prior to the Fourth Amendment Effective Date.

Section 5. Miscellaneous.

5.1 Confirmation and Effect. The provisions of the Credit Agreement (as amended by this Fourth Amendment) shall remain in full force and effect in accordance with its terms following the effectiveness of this Fourth Amendment, and this Fourth Amendment shall not constitute a waiver of any provision of the Credit Agreement or any other Loan Document, except as expressly provided for herein. Each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import shall mean and be a reference to the Credit Agreement as amended hereby, and each reference to the Credit Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Credit Agreement shall mean and be a reference to the Credit Agreement as amended hereby.

5.2 Ratification and Affirmation of Credit Parties. Each of the Credit Parties hereby expressly (a) acknowledges the terms of this Fourth Amendment, (b) ratifies and affirms its obligations under the Credit Agreement, the Guaranty Agreement and the other Loan Documents to which it is a party, (c) acknowledges, renews and extends its continued liability under the Credit Agreement, the Guaranty Agreement and the other Loan Documents to which it is a party, (d) agrees that its guarantee under the Guaranty Agreement and the other Loan Documents to which it is a party remains in full force and effect with respect to the Indebtedness as amended hereby, (e) represents and warrants to the Lenders and the Administrative Agent that each representation and warranty of such Credit Party contained in the Credit Agreement, the Guaranty Agreement and the other Loan Documents to which it is a party is true and correct in all material respects as of the date hereof and after giving effect to this Fourth Amendment except (i) to the extent any such representations and warranties are expressly limited to an earlier date, in which case, on and as of the date hereof, such representations and warranties shall continue to be true and correct as of such specified earlier date, and (ii) to the extent that any such representation and warranty is expressly qualified by materiality or by reference to Material Adverse Effect, such representation and warranty (as so qualified) shall continue to be true and correct in all respects, (f) represents and warrants to the Lenders and the Administrative Agent that the execution, delivery and performance by such Credit Party of this Fourth Amendment are within such Credit Party's corporate, limited partnership or limited liability company powers (as applicable), have been duly authorized by all necessary action and that this Fourth Amendment constitutes the valid and binding obligation of such Credit Party enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally, and (g) represents and warrants to the Lenders and the Administrative Agent that, after giving effect to this Fourth Amendment, no Borrowing Base Deficiency, Default or Event of Default exists.

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

5.4 No Oral Agreement. This written Fourth Amendment, the Credit Agreement and the other Loan Documents executed in connection herewith and therewith represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or unwritten oral agreements of the parties. There are no subsequent oral agreements between the parties that modify the agreements of the parties in the Credit Agreement and the other Loan Documents.

5.5 Governing Law. This Fourth Amendment (including, but not limited to, the validity and enforceability hereof) shall be governed by, and construed in accordance with, the laws of the State of New York.

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

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

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

*[Signature page follows]*

The parties hereto have caused this Fourth Amendment to be duly executed as of the day and year first above written.

**BORROWER:**

**CENTENNIAL RESOURCE PRODUCTION, LLC,**  
a Delaware limited liability company

By: /s/ George S. Glyphis  
George S. Glyphis  
Vice President and Chief Financial Officer

**PARENT:**

**CENTENNIAL RESOURCE DEVELOPMENT, INC.,**  
a Delaware corporation

By: /s/ George S. Glyphis  
George S. Glyphis  
Vice President and Chief Financial Officer



**GUARANTORS:**

**ATLANTIC EXPLORATION, LLC**

a Delaware limited liability company

By: /s/ George S. Glyphis

George S. Glyphis

Vice President and Chief Financial Officer

**PARENT:**

**CENTENNIAL RESOURCE MANAGEMENT, LLC,**

a Delaware limited liability company

By: /s/ George S. Glyphis

George S. Glyphis

Vice President and Chief Financial Officer

**JPMORGAN CHASE BANK, N.A.,**  
an Administrative Agent and a Lender

By: /s/ Michael A. Kamauf  
Name: Michael A. Kamauf  
Title: Authorized Officer

Signature Page to Fourth Amendment to Second Amended and Restated Credit Agreement  
Centennial Resource Production, LLC

**WELLS FARGO BANK, N.A.,**  
as a Lender

By: /s/ Edward Pak  
Name: Edward Pak  
Title: Director

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Signature Page to Fourth Amendment to Second Amended and Restated Credit Agreement  
Centennial Resource Production, LLC

**COMERICA BANK,**  
as a Lender

By: /s/ Caroline M. McClurg

Name: Caroline M. McClurg

Title: Senior Vice President

Signature Page to Fourth Amendment to Second Amended and Restated Credit Agreement  
Centennial Resource Production, LLC

**BMO HARRIS BANK, N.A.,**

as a Lender

By: /s/ Matthew L. Davis

Name: Matthew L. Davis

Title: Director

Signature Page to Fourth Amendment to Second Amended and Restated Credit Agreement  
Centennial Resource Production, LLC

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

By: /s/ Donovan C. Broussard

Name: Donovan C. Broussard

Title: Authorized Signatory

By: /s/ Jacob W. Lewis

Name: Jacob W. Lewis

Title: Authorized Signatory

Signature Page to Fourth Amendment to Second Amended and Restated Credit Agreement  
Centennial Resource Production, LLC

**U.S. BANK NATIONAL ASSOCIATION,**  
as a Lender

By: /s/ John C. Lozano

Name: John C. Lozano

Title: Senior Vice President

Signature Page to Fourth Amendment to Second Amended and Restated Credit Agreement  
Centennial Resource Production, LLC

**ROYAL BANK OF CANADA,**

as a Lender

By: /s/ Kristan Spivey

Name: Kristan Spivey

Title: Authorized Signatory

Signature Page to Fourth Amendment to Second Amended and Restated Credit Agreement  
Centennial Resource Production, LLC



**CITIBANK, N.A.,**  
as a Lender

By:       /s/ Jeff Ard      

Name: Jeff Ard

Title: Vice President

Signature Page to Fourth Amendment to Second Amended and Restated Credit Agreement  
Centennial Resource Production, LLC

**FIFTH THIRD BANK,**  
as a Lender

By: /s/ Jonathan H Lee

Name: Jonathan H Lee

Title: Director

Signature Page to Fourth Amendment to Second Amended and Restated Credit Agreement  
Centennial Resource Production, LLC

**KEYBANK, NATIONAL ASSOCIATION,**  
as a Lender

By: /s/ George E. McKean

Name: George E. McKean

Title: Senior Vice President

Signature Page to Fourth Amendment to Second Amended and Restated Credit Agreement  
Centennial Resource Production, LLC

**PNC BANK, NATIONAL ASSOCIATION,**  
as a Lender

By: /s/ Denise S. Davis

Name: Denise S. Davis

Title: Director

Signature Page to Fourth Amendment to Second Amended and Restated Credit Agreement  
Centennial Resource Production, LLC



## **Centennial Resource Development Announces Reaffirmation of Borrowing Base and Improvement to Liquidity Position**

**DENVER, October 13, 2020 (GLOBE NEWSWIRE)** - Centennial Resource Development, Inc. (“Centennial” or the “Company”) (NASDAQ: CDEV) today announced that its bank group, led by JPMorgan Chase Bank, N.A., has reaffirmed the Company’s \$700 million borrowing base. As a result, given a reduction in revolver borrowings and outstanding letters of credit, Centennial’s liquidity position has improved since June 30, 2020.

As of September 30, 2020, after making repayments of \$15 million during the third quarter, Centennial had \$355 million of borrowings outstanding under its revolving credit facility and approximately \$5 million in cash on hand. At September 30, 2020, Centennial’s pro forma total liquidity was \$314 million, based on its balance sheet position, the \$32 million availability blocker and \$4 million in current outstanding letters of credit. As a result, the Company’s liquidity increased by approximately \$17 million, or 6%, compared to the prior quarter.

“Centennial appreciates the ongoing support from its lenders with the reaffirmation of the borrowing base. We believe this outcome reflects our high-quality asset base and recent reductions to field-level costs,” said Sean R. Smith, Chief Executive Officer. “Additionally, we are pleased to have organically increased the Company’s liquidity position through debt repayment and anticipate an improving free cash flow and liquidity profile through the end of the year.”

### **About Centennial Resource Development, Inc.**

Centennial Resource Development, Inc. is an independent oil and natural gas company focused on the development of unconventional oil and associated liquids-rich natural gas reserves in the Permian Basin. The Company’s assets and operations, which are held and conducted through Centennial Resource Production, LLC, are concentrated in the Delaware Basin, a sub-basin of the Permian Basin. For additional information about the Company, please visit [www.cdevinc.com](http://www.cdevinc.com).

### **Cautionary Note Regarding Forward-Looking Statements**

The information in this press release includes “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements, other than statements of historical fact included in this press release, 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 press release, the words “could,” “may,” “believe,” “anticipate,” “intend,” “estimate,” “expect,” “project,” “goal,” “plan,” “target” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. These forward-looking statements are based on management’s current expectations and assumptions about future events and are based on currently available information as to the outcome and timing of future events.

Forward-looking statements may include statements about:

- volatility of oil, natural gas and NGL prices or a prolonged period of low oil, natural gas or NGL prices and the effects of actions by, or disputes among or between, members of the Organization of Petroleum Exporting Countries (“OPEC”), such as Saudi Arabia, and other oil and natural gas producing countries, such as Russia, with respect to production levels or other matters related to the price of oil;
- the effects of excess supply of oil and natural gas resulting from the reduced demand caused by the COVID-19 pandemic and the actions by certain oil and natural gas producing countries;
- our business strategy and future drilling plans;
- our reserves and our ability to replace the reserves we produce through drilling and property acquisitions;
- our drilling prospects, inventories, projects and programs;
- our financial strategy, liquidity and capital required for our development program;
- our realized oil, natural gas and NGL prices;
- the timing and amount of our future production of oil, natural gas and NGLs;
- our hedging strategy and results;
- our competition and government regulations;
- our ability to obtain permits and governmental approvals;
- our pending legal or environmental matters;
- the marketing and transportation of our oil, natural gas and NGLs;
- our leasehold or business acquisitions;
- cost of developing our properties;
- our anticipated rate of return;
- general economic conditions;
- credit markets;
- uncertainty regarding our future operating results;
- our plans, objectives, expectations and intentions contained in this press release that are not historical; and
- the other factors described in our Annual Report on Form 10-K for the year ended December 31, 2019, and any updates to those factors set forth in our subsequent Quarterly Reports on Form 10-Q or Current Reports on Form 8-K.

We caution you that these forward-looking statements are subject to all of the risks and uncertainties, most of which are difficult to predict and many of which are beyond our control, incident to the development, production, gathering and sale of oil and natural gas. These risks include, but are not limited to, commodity price volatility, inflation, lack of availability of drilling and production equipment and services, environmental risks, drilling and other operating risks, regulatory changes, the uncertainty inherent in estimating reserves and in projecting future rates of production, cash flow and access to capital, the timing of development expenditures and the other risks described in our filings with the SEC.

Reserve engineering is a process of estimating underground accumulations of oil and natural gas that cannot be measured in an exact way. The accuracy of any reserve estimate depends on the quality of available data, the interpretation of such data and price and cost assumptions made by reserve engineers. In addition, the results of drilling, testing and production activities may justify revisions of estimates that were made previously. If significant, such revisions would change the schedule of any further production and development drilling. Accordingly, reserve estimates may differ significantly from the quantities of oil and natural gas that are ultimately recovered.

Should one or more of the risks or uncertainties described in this press release occur, or should underlying assumptions prove incorrect, our actual results and plans could differ materially from those expressed in any forward-looking statements. All forward-looking statements, expressed or implied, included in this press release are expressly qualified in their entirety by this cautionary statement. This cautionary statement should also be considered in connection with any subsequent written or oral forward-looking statements that we or persons acting on our behalf may issue.

Except as otherwise required by applicable law, we disclaim any duty to update any forward-looking statements, all of which are expressly qualified by the statements in this section, to reflect events or circumstances after the date of this press release.

**Contact:**

Hays Mabry  
Director, Investor Relations  
(832) 240-3265  
ir@cdevinc.com

SOURCE Centennial Resource Development, Inc.