

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): June 13, 2024

Mach Natural Resources LP
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-41849
(Commission File Number)

93-1757616
(IRS Employer
Identification No.)

14201 Wireless Way, Suite 300, Oklahoma City, Oklahoma
(Address of principal executive offices)

73134
(Zip Code)

(405) 252-8100
Registrant's telephone number, including area code

Not applicable.
(Former name or former address, if changed since last report.)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common units representing limited partner interests	MNR	New York Stock Exchange

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

Emerging growth company ☒

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

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth in Item 5.03 is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

As previously disclosed by Mach Natural Resources LP (the "Company"), on May 13, 2024, the board of directors of Mach Natural Resources GP LLC (in its capacity as general partner of the Company, the "General Partner") unanimously approved, and recommended that our unitholders approve, the form of Amendment No. 1 (the "Amendment") to the Amended and Restated Agreement of Limited Partnership of the Company, dated as of October 27, 2023 (the "Partnership Agreement"), and BCE-Mach Aggregator LLC, Mach Natural Resources LLC, and certain other entities beneficially owned and controlled by Tom L. Ward (who hold in the aggregate approximately 86.2% of the Company's outstanding common units), approved by written consent (the "Consent"), in lieu of a meeting of unitholders, the entry into the Amendment.

On May 24, 2024, the Company filed the Definitive Information Statement on Schedule 14C to inform its unitholders of the Consent, and the Consent became effective on June 13, 2024, and on such date the General Partner executed the Amendment. The Amendment extends the time by which the Company must make quarterly cash distributions to unitholders from 60 days after the end of each Quarter to 90 days.

The preceding summary of the Amendment is qualified in its entirety by reference to the full text of such agreement, a copy of which is attached as Exhibit 3.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

Exhibit Number	Description
3.1	Amendment No. 1 to the Amended and Restated Agreement of Limited Partnership of Mach Natural Resources LP.
104	Cover Page Interactive Data File (formatted as Inline XBRL).

SIGNATURES

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

Mach Natural Resources LP

By: Mach Natural Resources GP LLC,
its general partner

Dated: June 13, 2024

By: /s/ Tom L. Ward
Name: Tom L. Ward
Title: Chief Executive Officer

**AMENDMENT NO. 1
TO THE
AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
MACH NATURAL RESOURCES LP**

This AMENDMENT NO. 1 (this “*Amendment*”) is made on June 13, 2024, to that certain Amended and Restated Agreement of Limited Partnership of Mach Natural Resources LP (the “*Partnership*”), dated as of October 27, 2023, (as supplemented or amended from time to time, the “*Partnership Agreement*”), by and between Mach Natural Resources GP LLC, a Delaware limited liability company (in its capacity as general partner of the Partnership, the “*General Partner*”) and BCE-Mach Aggregator LLC, a Delaware limited liability company, as the Organizational Limited Partner, together with the other Persons who have become Partners in the Partnership as provided by the Partnership Agreement (together with the General Partner, the “*Partners*”). Capitalized words and phrases used in this Amendment but not defined herein shall have the meanings set forth in the Partnership Agreement.

RECITALS:

WHEREAS, the Partners entered into the Partnership Agreement on October 27, 2023;

WHEREAS, this Amendment was duly adopted by the General Partner in accordance with Section 18-404(d) of the Delaware Limited Liability Company Act and Section 17-405(d) of the Delaware Revised Uniform Limited Partnership Act, and was approved by the written consent of Limited Partners owning not less than the minimum percentage of the Outstanding Units that would be necessary to authorize or take such action at a meeting at which all the Limited Partners were present and voted in accordance with Section 13.11 of the Partnership Agreement, with such amendments as described herein;

WHEREAS, the board of directors of the General Partner duly adopted resolutions by unanimous written consent declaring advisable this Amendment and directed that the proposed Amendment be considered by the Limited Partners of the Partnership. The Amendment was duly authorized by Limited Partners owning not less than the minimum percentage of the Outstanding Units and duly noticed to all unitholders not signing the written consent in accordance with Section 13.11 of the Partnership Agreement;

WHEREAS, pursuant to Section 13.3(d) of the Partnership Agreement, the Partnership received an Opinion of Counsel to the effect that this Amendment will not affect the limited liability of any Limited Partner under applicable partnership law of the state under whose laws the Partnership is organized; and

WHEREAS, the General Partner has determined that, pursuant to Section 13.3 of the Partnership Agreement, no other consents or actions are required to effect this Amendment.

NOW THEREFORE, BE IT RESOLVED, that:

1. Section 6.3(a) of the Partnership Agreement is hereby amended and restated in its entirety as follows: “(a) Within 90 days following the end of each Quarter, commencing with the Quarter ending on December 31, 2023, an amount equal to 100% of Available Cash with respect to such Quarter shall be distributed in accordance with this Article VI by the Partnership to the holders of Common Units Pro Rata as of the Record Date selected by the General Partner. All distributions required to be made under this Agreement shall be made subject to Sections 17-607 and 17-804 of the Delaware Act and other applicable law, notwithstanding any other provision of this Agreement. For the avoidance of doubt, the General Partner Interest shall not be entitled to distributions made pursuant to this Section 6.3(a).”

2. *Severability*. If any provision of this Amendment shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

3. *Applicable Law*. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware (without regards to principles of conflict of laws).

4. *Counterparts*. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment on the date first written above.

GENERAL PARTNER:

MACH NATURAL RESOURCES GP LLC

By: /s/ Tom L. Ward

Name: Tom L. Ward

Title: Chief Executive Officer

[Signature Page to Amendment No. 1 to Agreement of Limited Partnership of Mach Natural Resources LP]