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): March 18, 2021

DIAMONDBACK ENERGY, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware	**001-35700**	**45-4502447**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

500 West Texas **Suite 1200** **Midland, Texas**	**79701**
(Address of principal executive offices)	(Zip code)

(432) 221-7400
(Registrant's telephone number, including area code)

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

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

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o 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**	**Name of each exchange on which registered**
Common Stock	**FANG**	**The Nasdaq Stock Market LLC (NASDAQ Global Select Market)**

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

Emerging growth company o

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

Item 1.01 Entry into a Material Definitive Agreement.

Diamondback Notes Offering

On March 18, 2021, Diamondback Energy, Inc. (the "Company"), entered into an Underwriting Agreement (the "Underwriting Agreement"), by and among the Company, Diamondback O&G LLC ("O&G") and Goldman Sachs & Co. LLC, Credit Suisse Securities (USA) LLC and J.P. Morgan Securities LLC, as representatives of the several underwriters named therein (collectively, the "Underwriters"), providing for the issuance and sale (the "Notes Offering") of $650,000,000 aggregate principal amount of the Company's 0.900% Senior Notes due March 24, 2023 (the "2023 Notes"), $900,000,000 aggregate principal amount of the Company's 3.125% Senior Notes due March 24, 2031 (the "2031 Notes") and $650,000,000 aggregate principal amount of the Company's 4.400% Senior Notes due March 24, 2051 (the "2051 Notes" and together with the 2023 Notes and the 2031 Notes, the "New Notes"). The prices to the public for the 2023 Notes, the 2031 Notes and the 2051 Notes were 99.990%, 99.659% and 99.669%, respectively, of the principal amount. The New Notes have been registered under the Securities Act of 1933, as amended (the "Act"), pursuant to a registration statement on Form S-3ASR (No. 333-234764), which was filed with the Securities and Exchange Commission (the "SEC") and became automatically effective on November 18, 2019 (the "Shelf Registration Statement"). The terms of the New Notes are further described in the Company's prospectus supplement dated March 18, 2021, as filed with the SEC under Rule 424(b)(2) of the Act (the "Prospectus"), which prospectus supplement and the related base prospectus form part of the Shelf Registration Statement.

On March 24, 2021, the New Notes were issued pursuant to the Indenture, dated as of December 5, 2019, between the Company and Wells Fargo Bank, National Association, as trustee (the "Diamondback 2019 Indenture"), as supplemented by the Third Supplemental Indenture, dated as of March 24, 2021 (the "Third Supplemental Indenture" and, together with the Diamondback 2019 Indenture, the "New Indenture"), among the Company, O&G, as guarantor, and Wells Fargo Bank, National Association, as trustee, setting forth specific terms applicable to the New Notes.

The New Notes are the Company's senior unsecured obligations and are guaranteed by O&G, but are not guaranteed by any of the Company's other subsidiaries. O&G's guarantee of the Notes is "full and unconditional," as that term is used in Regulation S-X, Rule 3-10(e)(2), except that in the future, the guarantee may be released or terminated under certain circumstances as specified in the New Indenture. The New Notes are senior in right of payment to any of the Company's and O&G's future subordinated indebtedness. The New Notes rank equal in right of payment with all of the Company's and O&G's existing and future senior indebtedness. The New Notes are effectively subordinated to the Company's and O&G's existing and future secured indebtedness, if any, to the extent of the value of the collateral securing such indebtedness, and structurally subordinated to all of the existing and future indebtedness and other liabilities of the Company's subsidiaries other than O&G.

The Company may not redeem the 2023 Notes in whole or in part at any time prior to September 24, 2021 (the "2021 Notes par call date"). The Company may redeem (i) the 2031 Notes in whole or in part at any time prior to December 24, 2030 and (ii) the 2051 Notes in whole or in part at any time prior to September 24, 2050 (each such date, together with the 2021 Notes par call date, a "par call date"), in each case at the redemption price set forth in the New Indenture. If the New Notes are redeemed on or after their respective par call dates, in each case, such New Notes may be redeemed at a redemption price equal to 100% of the principal amount of the New Notes to be redeemed plus interest accrued thereon to but not including the redemption date.

Upon the occurrence of a Change of Control Triggering Event (as defined in the New Indenture), holders may require the Company to purchase some or all of their New Notes for cash at a price equal to 101% of the principal amount of the New Notes being purchased, plus accrued and unpaid interest, if any, to the date of purchase.

The Underwriting Agreement includes customary representations, warranties and covenants by the Company. It also provides for customary indemnification by each of the Company and the respective Underwriters against certain liabilities arising out of or in connection with sale of the New Notes and for customary contribution provisions in respect of those liabilities. The New Indenture contains customary investment grade covenants, including limitations on the Company's ability and the ability of certain of its subsidiaries to incur liens securing funded indebtedness and on the Company's ability to consolidate, merge or sell, convey, transfer or lease all or substantially all of its assets to any person.

QEP Supplemental Indenture

In connection with the QEP Tender Offers (as defined below), the Company also solicited consents (the "Consent Solicitation") from holders of the QEP Notes (as defined below) to amend (the "Proposed Amendments") each QEP Tender Offer Indenture (as defined below) to, among other things, eliminate substantially all of the restrictive covenants and related provisions and certain events of default contained in each QEP Tender Offer Indenture. Prior to the acceptance of the validly tendered QEP Notes by the Company, the Company received the requisite number of consents to adopt the Proposed Amendments. On March 23, 2021, the Company entered into the First Supplemental Indenture (the "QEP First Supplemental Indenture") with respect to the QEP Notes to amend each QEP Tender Offer Indenture to adopt the Proposed Amendments.

The foregoing descriptions of the Underwriting Agreement, the New Indenture and the QEP First Supplemental Indenture are not complete and are qualified in their entirety by reference to the full text of the Underwriting Agreement, the Diamondback 2019 Indenture, the Third Supplemental Indenture and the QEP First Supplemental Indenture, which are filed as Exhibit 1.1, 4.1, 4.2 and 4.3, respectively, to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

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

The information set forth in Item 1.01 above is incorporated by reference into this Item 2.03.

Item 8.01 Other Events.

Legal Opinion Relating to the Notes

In connection with closing of the Notes Offering, the Company is filing a legal opinion of Akin Gump Strauss Hauer & Feld LLP regarding the legality of the New Notes issued in the Notes Offering, attached as Exhibit 5.1 to this Current Report on Form 8-K, to incorporate such opinion by reference into the Shelf Registration Statement.

Tender Offer

On March 17, 2021, the Company announced the early tender results of its (i) cash tender offer (the "Diamondback Tender Offer") to purchase any and all of the Company's outstanding 5.375% Senior Notes due 2025 (the "2025 Notes") and (ii) cash tender offers (the "QEP Tender Offers" and, together with the Diamondback Tender Offer, the "Tender Offers") to purchase any and all of the outstanding 5.375% Senior Notes due 2022 of QEP Resources, Inc. ("QEP"), a wholly-owned subsidiary of the Company (the "QEP 2022 Notes"), QEP's outstanding 5.250% Senior Notes due 2023 (the "QEP 2023 Notes") and QEP's outstanding 5.625% Senior Notes due 2026 (the "QEP 2026 Notes" and, together with the QEP 2022 Notes and the QEP 2023 Notes, the "QEP Notes" and, together with the 2025 Notes, the "Tender Offer Notes") from holders of each series of the Tender Offer Notes.

According to information received from D.F. King & Co., Inc., the tender agent and information agent for the Tender Offers and the Consent Solicitation, as of 5:00 p.m., New York City time, on March 17, 2021, an aggregate of $367,790,000 principal amount of the 2025 Notes, representing approximately 45.97% of the outstanding 2025 Notes and an aggregate of $1,548,253,000 principal amount of the QEP Notes, representing approximately 96.65% of the outstanding QEP Notes (which consists of an aggregate of $439,890,000 principal amount of the QEP 2022 Notes, representing approximately 94.59% of the outstanding QEP 2022 Notes, an aggregate of $626,815,000 principal amount of the QEP 2023 Notes, representing approximately 98.43% of the outstanding QEP 2023 Notes and an aggregate of $481,548,000 principal amount of the QEP 2026 Notes, representing approximately 96.31% of the outstanding QEP 2026 Notes), were validly tendered and not withdrawn pursuant to the Tender Offers and Consent Solicitation (such tendered Tender Offer Notes, the "Tendered Notes"). The Company accepted for payment all of the Tendered Notes and made payment and early settlement for such Tendered Notes on March 24, 2021 for an aggregate purchase price of $2,108,738,340 using proceeds from the Notes Offering. The Tender Offers are scheduled to expire at 11:59 p.m., New York City time, on March 31, 2021, unless extended or earlier terminated. The final settlement date with respect to the Tender Offers is expected to be on or about April 2, 2021, the second succeeding business day after the expiration date.

The 2025 Notes were issued pursuant to an indenture, dated as of December 20, 2016, among Diamondback, the guarantors party thereto and Wells Fargo Bank, National Association, as trustee, as supplemented by that certain first supplemental indenture, dated as of January 29, 2018, that certain second supplemental indenture, dated as of October 12, 2018, and that certain third supplemental indenture, dated as of January 28, 2019 (as so supplemented, the "Diamondback 2016 Indenture"). The QEP 2022 Notes were issued pursuant to an indenture, dated as of March 1, 2012 (the "QEP Base Indenture"), between QEP and Wells Fargo Bank, National Association, as trustee, and an officer's certificate dated as of March 1, 2012 setting forth the terms of the QEP 2022 Notes (the "2022 Notes Officer's Certificate" and, together with the QEP Base Indenture, the "2022 Notes Indenture"). The QEP 2023 Notes were issued pursuant to the QEP Base Indenture and an officer's certificate dated as of September 12, 2012 setting forth the terms of the QEP 2023 Notes (the "2023 Notes Officer's Certificate" and, together with the QEP Base Indenture, the "2023 Notes Indenture"). The QEP 2026 Notes were issued pursuant to the QEP Base Indenture and an officer's certificate dated as of November 21, 2017 setting forth the terms of the QEP 2026 Notes (the "2026 Notes Officer's Certificate" and, together with the QEP Base Indenture, the "2026 Notes Indenture" and, together with the 2022 Notes Indenture and the 2023 Notes Indenture, the "QEP Tender Offer Indentures" and each a "QEP Tender Offer Indenture").

The foregoing descriptions of the Diamondback 2016 Indenture and the QEP Tender Offer Indentures are not complete and are qualified in their entirety by reference to the full text of the Diamondback 2016 Indenture, the QEP Base Indenture, the 2022 Notes Officer's Certificate, the 2023 Notes Officer's Certificate and the 2026 Notes Officer's Certificate, which are filed as Exhibit 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10 and 4.11, respectively, to this Current Report on Form 8-K and incorporated in this Item 8.01 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
1.1*	Underwriting Agreement, dated March 18, 2021, among Diamondback Energy, Inc., Diamondback O&G LLC and Goldman Sachs & Co. LLC, Credit Suisse Securities (USA) LLC and J.P. Morgan Securities LLC, as representatives of the several underwriters named therein.
4.1	Indenture, dated as of December 5, 2019, between Diamondback Energy, Inc. and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Form 8-K, File No. 001-35700, filed by the Company with the SEC on December 5, 2019).
4.2*	Third Supplemental Indenture, dated as of March 24, 2021, among Diamondback Energy, Inc., Diamondback O&G LLC and Wells Fargo Bank, National Association, as trustee (including the forms of 2023 Notes, 2031 Notes and 2051 Notes).
4.3*	First Supplemental Indenture, dated as of March 23, 2021, among QEP Resources, Inc. and Wells Fargo Bank, National Association, as trustee.
4.4	Indenture, dated as of December 20, 2016, among Diamondback Energy, Inc., the guarantors party thereto and Wells Fargo Bank, National Association, as trustee (including the form of Diamondback Energy, Inc.'s 5.375% Senior Notes due 2025) (incorporated by reference to Exhibit 4.1 to the Form 8-K, File No. 001-35700, filed by the Company with the SEC on December 21, 2016).
4.5	First Supplemental Indenture for the 5.375% Senior Notes due 2025, dated as of January 29, 2018, among Diamondback Energy, Inc., the guarantors party thereto and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.3 to the Form 8-K, File No. 001-35700, filed by the Company with the SEC on January 30, 2018).
4.6	Second Supplemental Indenture for the 5.375% Senior Notes due 2025, dated as of October 12, 2018, among Sidewinder Merger Sub Inc., a subsidiary of the Company, the Company, the other guarantors and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.8 to the Form 10-K, File No. 001-35700, filed by the Company with the SEC on February 25, 2019).
4.7	Third Supplemental Indenture for the 5.375% Senior Notes due 2025, dated as of January 28, 2019, among Energen Corporation, Energen Resources Corporation, and EGN Services, Inc., each a direct or indirect subsidiary of the Company, the Company, the other guarantors under the indenture and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.9 to the Form 10-K, File No. 001-35700, filed by the Company with the SEC on February 25, 2019).
4.8	Indenture, dated as of March 1, 2012, between QEP and Wells Fargo Bank, National Association as trustee (incorporated by reference to Exhibit 4.1 to QEP's Current Report on Form 8-K, filed with the SEC on March 1, 2012).
4.9	Officer's Certificate, dated as of March 1, 2012 (including the form of the 5.375% Notes due 2022) (incorporated by reference to Exhibit 4.2 to QEP's Current Report on Form 8-K, filed with the SEC on March 1, 2012).
4.10	Officer's Certificate, dated as of September 12, 2012 (incorporated by reference to Exhibit 4.1 to QEP's Current Report on Form 8-K, filed with the SEC on September 14, 2012).
4.11	Officer's Certificate, dated as of November 21, 2017 (including the form of the 5.625% Senior Notes due 2026) (incorporated by reference to Exhibit 4.2 to QEP's Current Report on Form 8-K, filed with the SEC on November 21, 2017).
5.1*	Opinion of Akin Gump Strauss Hauer & Feld, LLP.
23.1*	Consent of Akin Gump Strauss Hauer & Feld, LLP (included in Exhibit 5.1 hereto).
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document.
*	Filed herewith.

SIGNATURE

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

DIAMONDBACK ENERGY, INC.

Date: March 24, 2021

By: /s/ Teresa L. Dick
Name: Teresa L. Dick
Title: Executive Vice President, Chief Accounting Officer, and Assistant Secretary

Exhibit 1.1

Execution Version

DIAMONDBACK ENERGY, INC.

$650,000,000 0.900% Senior Notes due 2023
$900,000,000 3.125% Senior Notes due 2031
$650,000,000 4.400% Senior Notes due 2051

UNDERWRITING AGREEMENT

March 18, 2021

Goldman Sachs & Co. LLC
Credit Suisse Securities (USA) LLC
J.P. Morgan Securities LLC
As Representatives of the several Underwriters named in Schedule A

c/o Goldman, Sachs & Co.
200 West Street
New York, New York 10282-2198

c/o Credit Suisse Securities (USA) LLC
11 Madison Avenue
New York, New York 10010

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Dear Sirs:

Introductory. Diamondback Energy, Inc., a Delaware corporation (the "**Company**"), agrees with the several underwriters named in Schedule A hereto (the "**Underwriters**"), for whom you are acting as representatives (the **"Representatives**"), subject to the terms and conditions stated herein, to issue and sell to the several Underwriters U.S.$650,000,000 aggregate principal amount of its 0.900% Senior Notes due 2023 (the "**2023 Notes**"), U.S.$900,000,000 aggregate principal amount of its 3.125% Senior Notes due 2031 (the "**2031 Notes**"), U.S.$650,000,000 aggregate principal amount of its 4.400% Senior Notes due 2051 (the "**2051 Notes**" and, together with the 2023 Notes and the 2031 Notes, the "**Notes**") to be issued under an Indenture dated as of December 5, 2019 (the "**Base Indenture**"), between the Company and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"), as amended by a Supplemental Indenture to be dated as of March 24, 2021 (the "**Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**"). The Notes will be unconditionally guaranteed (the "**Guarantee**" and, together with the Notes, the "**Offered Securities**") as to the payment of principal and interest by Diamondback O&G LLC (the "**Guarantor**").

The Company and the Guarantor hereby jointly and severally confirm their agreement with the several Underwriters as follows:

1. *Representations and Warranties of the Company and the Guarantor.* Each of the Company and the Guarantor jointly and severally represent and warrant to, and agree with, the several Underwriters that:

(a) *Filing and Effectiveness of Registration Statement; Certain Defined Terms*. The Company has filed with the Commission a registration statement on Form S-3 (No. 333-234764), including a related prospectus or prospectuses, covering the registration of the Offered Securities under the Act, which has become effective. "**Registration Statement**" at any particular time means such registration statement in the form then filed with the Commission, including any amendment thereto, any document incorporated by reference therein and all 430B Information and all 430C Information with respect to such registration statement, that in any case has not been superseded or modified. "**Registration Statement**" without reference to a time means the Registration Statement as of the Effective Time. For purposes of this definition, 430B Information shall be considered to be included in the Registration Statement as of the time specified in Rule 430B.

For purposes of this Agreement:

"**430B Information**" means information included in a prospectus then deemed to be a part of the Registration Statement pursuant to Rule 430B(e) or retroactively deemed to be a part of the Registration Statement pursuant to Rule 430B(f).

"**430C Information**" means information included in a prospectus then deemed to be a part of the Registration Statement pursuant to Rule 430C.

"**Act**" means the Securities Act of 1933, as amended.

"**Applicable Time**" means 3:45 p.m. (New York City time) on March 18, 2021.

"**Closing Date**" has the meaning set forth in Section 2 hereof.

"**Commission**" means the Securities and Exchange Commission.

"**Effective Time**" of the Registration Statement relating to the Offered Securities means the time of the first contract of sale for the Offered Securities.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Final Prospectus**" means the Statutory Prospectus that discloses the public offering price, other 430B Information and other final terms of the Offered Securities and otherwise satisfies Section 10(a) of the Act.

"**General Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors, as evidenced by its being so specified in Schedule B to this Agreement.

"**Issuer Free Writing Prospectus**" means any "issuer free writing prospectus," as defined in Rule 433, relating to the Offered Securities in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g).

"**Limited Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is not a General Use Issuer Free Writing Prospectus.

"**Rules and Regulations**" means the rules and regulations of the Commission.

"**Securities Laws**" means, collectively, the Sarbanes-Oxley Act of 2002 ("**Sarbanes-Oxley**"), the Act, the Exchange Act, the Rules and Regulations, the auditing principles, rules, standards and practices applicable to auditors of "issuers" (as defined in Sarbanes-Oxley) promulgated or approved by the Public Company Accounting Oversight Board (the "**PCAOB**") and, as applicable, the rules of the NASDAQ Global Select Market ("**Exchange Rules**").

"**Statutory Prospectus**" with reference to any particular time means the prospectus relating to the Offered Securities that is included in the Registration Statement immediately prior to that time, including any document incorporated by reference therein and all 430B Information and all 430C Information with respect to the Registration Statement. For purposes of the foregoing definition, 430B Information shall be considered to be included in the Statutory Prospectus only as of the actual time that form of prospectus (including a prospectus supplement) is filed with the Commission pursuant to Rule 424(b) and not retroactively.

Unless otherwise specified, a reference to a "rule" is to the indicated rule under the Act.

(b) *Compliance with the Requirements of the Act.* (i)(A) At the time the Registration Statement initially became effective, (B) at the time of each amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether by post-effective amendment, incorporated report or form of prospectus), (C) at the Effective Time relating to the Offered Securities and (D) on the Closing Date, the Registration Statement conformed, and will conform, in all material respects to the requirements of the Act and the Rules and Regulations and did not and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and (ii) (A) on its date, (B) at the time of filing the Final Prospectus pursuant to Rule 424(b) and (C) on the Closing Date, the Final Prospectus will conform in all material respects to the requirements of the Act and the Rules and Regulations, and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from any such document based upon written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information is that described as such in Section 9(b) hereof.

(c) *Filing Fees*. The Company has paid or shall pay the required Commission filing fees relating to the Offered Securities within the time required by Rule 456(b)(1) and otherwise in accordance with Rules 456(b) and 457(r).

(d) *Ineligible Issuer Status.* (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2)) of the Offered Securities and (ii) at the date of this Agreement, the Company was not and is not an "ineligible issuer," as defined in Rule 405, including (x) the Company or any other subsidiary in the preceding three years not having been convicted of a felony or misdemeanor or having been made the subject of a judicial or administrative decree or order as described in Rule 405 and (y) the Company in the preceding three years not having been the subject of a bankruptcy petition or insolvency or similar proceeding, not having had a registration statement be the subject of a proceeding under Section 8 of the Act and not being the subject of a proceeding under Section 8A of the Act in connection with the offering of the Offered Securities, all as described in Rule 405.

(e) *General Disclosure Package*. As of the Applicable Time, neither (i) the General Use Issuer Free Writing Prospectus(es) issued at or prior to the Applicable Time and the preliminary prospectus supplement, dated March 18, 2021, including the base prospectus, dated November 18, 2019 (which is the most recent Statutory Prospectus distributed to investors generally), and the other information, if any, stated in Schedule B to this Agreement to be included in the General Disclosure Package, all considered together (collectively, the "**General Disclosure Package**"), nor (ii) any individual Limited Use Issuer Free Writing Prospectus, when considered together with the General Disclosure Package, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from any Statutory Prospectus or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 6(b) hereof.

(f) *Issuer Free Writing Prospectuses*. Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Offered Securities or until any earlier date that the Company notified or notifies the Representatives as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information then contained in the Registration Statement. If at any time following issuance of an Issuer Free Writing Prospectus, at a time when a prospectus relating to the Offered Securities is (or but for the exemption in Rule 172 would be) required to be delivered under the Act by any Underwriter or dealer, there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information then contained in the Registration Statement or as a result of which such Issuer Free Writing Prospectus, if republished immediately following such event or development, would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (i) the Company has promptly notified or will promptly notify the Representatives and (ii) the Company has promptly amended or will promptly amend or supplement such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(g) *Good Standing of the Company*. The Company has been duly incorporated and is existing and in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own and/or lease its properties and conduct its business as described in the General Disclosure Package; and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to so qualify or to be in good standing in such other jurisdictions would not reasonably be expected to, individually or in the aggregate, result in a material adverse effect on the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries taken as a whole ("**Material Adverse Effect**").

(h) *Subsidiaries*. The Company's "significant" subsidiaries, as defined in Rule 1-02 of Regulation S-X, immediately prior to the closing of the offering contemplated by this Agreement, will be Diamondback E&P LLC, the Guarantor, Energen Corporation ("Energen"), Energen Resources Corporation, Viper Energy Partners LP ("**Viper**"), Viper Energy Partners LLC ("**Viper OpCo**"), Rattler Midstream LP ("**Rattler**"), Rattler Midstream Operating LLC ("**Rattler OpCo**"), QEP Resources, Inc. ("**QEP**") and QEP Energy Company (each a "**Significant Subsidiary**"). Each Significant Subsidiary has been duly formed and is existing and in good standing under the laws of the jurisdiction of its organization with the limited liability company, corporate or limited partnership power and authority, as applicable, to own and/or lease its properties and conduct its business as described in the General Disclosure Package; and each Significant Subsidiary is duly qualified to do business as a foreign limited liability company, corporation or limited partnership, as applicable, in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to so qualify or be in good standing in such other jurisdictions would not result in a Material Adverse Effect; all of the limited liability company interests, shares of common stock or limited partnership interests, as the case may be, in each Significant Subsidiary of the Company have been duly authorized and validly issued in accordance with constituent documents of each Significant Subsidiary and are fully paid (to the extent required under such subsidiary's limited liability company agreement or limited partnership agreement, as the case may be, with respect to those Significant Subsidiaries of the Company that are limited liability companies or limited partnerships) and non-assessable (except as such non-assessability may be affected by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act with respect to those Significant Subsidiaries of the Company that are limited liability companies and by Sections 17-303, 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act with respect to those Significant Subsidiaries of the Company that are limited partnerships); and, except as otherwise disclosed in the General Disclosure Package with respect to (i) the pledge thereof in connection with Viper OpCo's and Rattler OpCo's respective revolving credit facilities, (ii) the issuance and sale of common units representing limited partnership interests of Viper to the public or pursuant to Viper's equity compensation plans and (iii) the issuance and sale of common units representing limited partnership interest of Rattler in connection with the listing of Rattler's initial public offering on May 28, 2019 or pursuant to Rattler's equity compensation plan, the equity interests in each Significant Subsidiary will be owned by the Company, directly or through subsidiaries, free from liens, encumbrances and defects.

(i) *Indenture*. The Indenture and any supplement to the Indenture with respect to the Offered Securities have been duly authorized and on the Closing Date will have been duly executed and delivered by each of the Company, the Guarantor and the Trustee. The Indenture and any supplement to the Indenture with respect to the Offered Securities, assuming due authorization, execution and delivery thereof by the Trustee, will constitute, the valid and legally binding obligations of the Company and the Guarantor, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance or other similar laws of general applicability relating to or affecting the rights and remedies of creditors or by general equitable principles and except as rights to indemnification and contribution may be limited by applicable law.

(j) *The Notes and the Guarantees*. On the Closing Date, the Notes to be purchased by the Underwriters from the Company (i) will be in the form contemplated by the Indenture, (ii) will have been duly authorized by the Company for issuance and sale pursuant to this Agreement and the Indenture, (iii) will have been duly executed by the Company, (iv) when authenticated by the Trustee in the manner provided for in the Indenture on the Closing Date and delivered against payment of the purchase price therefor, will have been duly authenticated, issued, executed and delivered and will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance or other similar laws of general applicability relating to or affecting the rights and remedies of creditors or by general equitable principles, and (v) will be entitled to the benefits of the Indenture. On the Closing Date, (i) the Guarantees of the Notes will be set forth in the Indenture, (ii) will have been duly authorized by the Guarantor for issue pursuant to this Agreement and the Indenture, (iii) when issued by the Guarantor, the Indenture, which contains the Guarantees of the Notes, will have been duly executed and delivered by the Guarantor, (iv) when the Notes have been authenticated in the manner provided for in the Indenture and issued and delivered against payment of the purchase price therefor, the Guarantees will constitute valid and legally binding agreements of the Guarantor, enforceable against the Guarantor in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance or other similar laws of general applicability relating to or affecting the rights and remedies of creditors or by general equitable principle and (v) the Guarantees will be entitled to the benefits provided by the Indenture.

(k) *Trust Indenture Act*. The Indenture and any supplement to the Indenture with respect to the Offered Securities have been duly qualified under the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**"), and will conform in all material respects to the requirements of the Trust Indenture Act and the Rules and Regulations applicable to an indenture which is qualified thereunder.

(l) *No Finder's Fee*. Except as disclosed in the General Disclosure Package and the Final Prospectus, there are no contracts, agreements or understandings between the Company and any person that would give rise to a valid claim against the Company or the Guarantor or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with this offering.

(m) *Accurate Descriptions*. The Indenture, any supplement to the Indenture with respect to the Offered Securities, this Agreement and the Offered Securities will conform in all material respects to the respective statements relating thereto contained in the General Disclosure Package and the Final Prospectus.

(n) *No Registration Rights*. Except as disclosed in the General Disclosure Package and the Final Prospectus, there are no contracts, agreements or understandings between the Company or the Guarantor and any person granting such person the right to require the Company or the Guarantor to file a registration statement under the Act with respect to any debt securities of the Company or the Guarantor owned or to be owned by such person or to require the Company or the Guarantor to include such securities in the securities registered pursuant to the Registration Statement.

(o) *Absence of Further Requirements*. No consent, approval, authorization, or order of, or filing or registration with, any person (including any governmental agency or body or any court having jurisdiction over the Company or the Guarantor or any of their properties or assets) is required to be obtained or made by the Company or the Guarantor for the consummation of the transactions contemplated by this Agreement in connection with the offering, issuance and sale of the Notes by the Company and the issuance of the Guarantee by the Guarantor, except such as have been obtained, or made and such as may be required under state securities laws, the Act or Exchange Act, or by the Financial Industry Regulatory Authority ("**FINRA**").

(p) *Title to Property*. Except as disclosed in the General Disclosure Package and the Final Prospectus, the Company and its subsidiaries have (i) good and defensible title to all of the interests in oil and gas properties underlying the Company's and Viper's estimates of its net proved reserves contained in the General Disclosure Package and (ii) good and marketable title to all other real and personal property reflected in the General Disclosure Package as assets owned by them, in each case free and clear of all liens, encumbrances and defects except such as (x) are described in the General Disclosure Package with respect to Viper OpCo's and Rattler OpCo's respective revolving credit facilities, (y) are liens and encumbrances under operating agreements, unitization and pooling agreements, production sales contracts, farmout agreements and other oil and gas exploration, participation and production agreements, in each case that secure payment of amounts not yet due and payable for the performance of other unmatured obligations and are of a scope and nature customary in the oil and gas industry or arise in connection with drilling and production operations, or (z) do not materially affect the value of the properties of the Company and its subsidiaries and do not interfere in any material respect with the use made or proposed to be made of such properties by the Company or its subsidiaries; any other real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases, with such exceptions as are not material and do not interfere in any material respect with the use made and proposed to be made of such property and buildings by the Company or its subsidiaries; and the working interests derived from oil, gas and mineral leases or mineral interests that constitute a portion of the real property held or leased by the Company and its subsidiaries, reflect in all material respects the rights of the Company and its subsidiaries to explore, develop or produce hydrocarbons from such real property in the manner contemplated by the General Disclosure Package, and the care taken by the Company and its subsidiaries with respect to acquiring or otherwise procuring such leases or other property interests was generally consistent with standard industry practices in the areas in which the Company and its subsidiaries operate for acquiring or procuring leases and interests therein to explore, develop or produce hydrocarbons. With respect to interests in oil and gas properties obtained by or on behalf of the Company and its subsidiaries that have not yet been drilled or included in a unit for drilling, the Company and its subsidiaries have carried out such title investigations in accordance with the reasonable practice in the oil and gas industry in the areas in which the Company and its subsidiaries operate.

(q) *Rights-of-Way*. The Company and its subsidiaries have such consents, easements, rights-of-way or licenses from any person (collectively, "**rights-of-way**") as are necessary to enable the Company to conduct its business in the manner described in the General Disclosure Package, subject to qualifications as may be set forth in the General Disclosure Package, except where failure to have such rights-of-way would not have, individually or in the aggregate, a Material Adverse Effect.

(r) *Reserve Engineers*. Ryder Scott Company, L.P., a reserve engineer that prepared reserve reports on estimated net proved oil and natural gas reserves held by the Company and its subsidiaries as of December 31, 2020, December 31, 2019 and December 31, 2018, was, as of the date of preparation of such reserve reports, and is, as of the date hereof, an independent petroleum engineer with respect to the Company.

(s) *Reserve Report Information*. The information contained in or incorporated by reference in the General Disclosure Package regarding estimated proved reserves is based upon the reserve reports prepared by Ryder Scott Company, L.P. The information provided to Ryder Scott Company, L.P. by the Company and its subsidiaries, including, without limitation, information as to: production, costs of operation and development, current prices for production, agreements relating to current and future operations and sales of production, was true and correct in all material respects on the dates that such reports were made. Such information was provided to Ryder Scott Company, L.P. in accordance with all customary industry practices.

(t) *Reserve Reports*. The reserve reports prepared by Ryder Scott Company, L.P. setting forth the estimated proved reserves attributed to the oil and gas properties of the Company accurately reflect in all material respects the ownership interests of the Company in their properties therein. Other than normal production of reserves, intervening market commodity price fluctuations, fluctuations in demand for such products, adverse weather conditions, unavailability or increased costs of rigs, equipment, supplies or personnel, the timing of third party operations and other facts, in each case in the ordinary course of business, and except as disclosed in the General Disclosure Package and the Final Prospectus, the Company is not aware of any facts or circumstances that would result in a material adverse change in the aggregate net reserves, or the present value of future net cash flows therefrom, as described in the General Disclosure Package and the reserve reports; and estimates of such reserves and present values as described in the General Disclosure Package and reflected in the reserve reports comply in all material respects with the applicable requirements of Regulation S-X and Subpart 1200 of Regulation S-K under the Act.

(u) *Absence of Defaults and Conflicts Resulting from Transaction*. The execution, delivery and performance of the Indenture, any supplement to the Indenture with respect to the Offered Securities and this Agreement and the issuance and sale of the Offered Securities and compliance with the terms and provisions thereof did not and will not, as applicable, result in a breach or violation of any of the terms and provisions of, or constitute a default or a Debt Repayment Triggering Event (as defined below) under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, (i) the charter or by-laws or similar organizational documents of the Company or any of its subsidiaries, (ii) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any of its subsidiaries or any of their properties, or (iii) any agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the properties of the Company or any of its subsidiaries is subject, except in the case of clauses (ii) and (iii), for any breaches, violations, defaults, liens, charges or encumbrances, which, individually or in the aggregate, would not result in a Material Adverse Effect; a "**Debt Repayment Triggering Event**" means any event or condition that gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture, or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(v) *Absence of Existing Defaults and Conflicts*. Neither the Company nor any of its subsidiaries is in violation of its charter, by-laws, limited partnership agreement, limited liability company agreement or similar organizational documents, as applicable, or in default (or with the giving of notice or lapse of time would be in default) under any existing obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument to which any of them is a party or by which any of them is bound or to which any of the properties of any of them is subject, except such defaults that would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

(w) *Authorization of Agreement.* This Agreement has been duly authorized, executed and delivered by each of the Company and the Guarantor.

(x) *Possession of Licenses and Permits*. The Company and its subsidiaries possess all adequate certificates, authorizations, franchises, licenses and permits issued by appropriate federal, state or local regulatory bodies (collectively, "**Licenses**") necessary or material to the conduct of the business now conducted or proposed in the General Disclosure Package to be conducted by them, except where the failure to have obtained the same would not reasonably be expected to, result in a Material Adverse Effect. The Company and each of its subsidiaries are in compliance with the terms and conditions of all such Licenses, except where the failure to so comply would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, and have not received any notice of proceedings relating to the revocation or modification of any Licenses that, if determined adversely to the Company or any of its subsidiaries would reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

(y) *Absence of Labor Dispute*. No labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent that would result in a Material Adverse Effect.

(z) *Possession of Intellectual Property*. The Company and its subsidiaries own, possess or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, know-how, patents, copyrights, confidential information and other intellectual property (collectively, "**intellectual property rights**") necessary to conduct the business now operated by them, or presently employed by them, and have not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Company or any of its subsidiaries, would, individually or in the aggregate, result in a Material Adverse Effect.

(aa) *Environmental Laws*. Except as disclosed in the General Disclosure Package and the Final Prospectus, (a)(i) none of the Company or any of its subsidiaries is in violation of, and does not have any liability under, any federal, state, local or non-U.S. statute, law, rule, regulation, ordinance, code, other requirement or rule of law (including common law), or decision or order of any domestic or foreign governmental agency, governmental body or court, relating to pollution, to the use, handling, transportation, treatment, storage, discharge, disposal or release of Hazardous Substances (as defined below), to the protection or restoration of the environment or natural resources, to health and safety including as such relates to exposure to Hazardous Substances, and to natural resource damages (collectively, "**Environmental Laws**") that would, individually or in the aggregate, have a Material Adverse Effect, (ii) to the knowledge of the Company, neither the Company nor any of its subsidiaries own, occupy, operate or use any real property contaminated with Hazardous Substances, (iii) neither the Company nor any of its subsidiaries is conducting or funding any investigation, remediation, remedial action or monitoring of actual or suspected Hazardous Substances in the environment, (iv) to the knowledge of the Company, neither the Company nor any of its subsidiaries is liable or allegedly liable for any release or threatened release of Hazardous Substances, including at any off-site treatment, storage or disposal site, (v) neither the Company nor any of its subsidiaries is subject to any pending, or to the Company's knowledge threatened, claim by any governmental agency or governmental body or person arising under Environmental Laws or relating to Hazardous Substances, and (vi) the Company and its subsidiaries have received and are in compliance with all, and have no liability under any, permits, licenses, authorizations, identification numbers or other approvals required under applicable Environmental Laws to conduct their business, except in each case covered by clauses (i) – (vi) such as would not, individually or in the aggregate, result in a Material Adverse Effect; (b) to the knowledge of the Company, there are no facts or circumstances that would reasonably be expected to result in a violation of, liability under, or claim pursuant to any Environmental Law that would result in a Material Adverse Effect; and (c) in the ordinary course of its business, the Company and its subsidiaries periodically evaluate the effect, including associated costs and liabilities, of Environmental Laws on the business, properties, results of operations and financial condition of the Company and, on the basis of such evaluation, the Company and its subsidiaries have reasonably concluded that such Environmental Laws will not, individually or in the aggregate, result in a Material Adverse Effect. For purposes of this subsection, "**Hazardous Substances**" means (A) petroleum and petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls and mold, and (B) any other chemical, material or substance defined or regulated as toxic or hazardous or as a pollutant, contaminant or waste under Environmental Laws.

(bb) *Cybersecurity*. Except as disclosed in the General Disclosure Package and the Final Prospectus, (a)(i) to the knowledge of the Company, there has been no security breach or incident, or other compromise of or relating to any of the Company's or its subsidiaries' information technology and computer systems, networks, hardware, software, data and data-bases (including the data and information of their respective customers, employees, suppliers, vendors and any third party data maintained, processed or stored by the Company and its subsidiaries, and any such data processed or stored by third parties on behalf of the Company or its subsidiaries), equipment or technology (collectively, "**IT Systems and Data**") and (ii) the Company and its subsidiaries have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach or incident, unauthorized access or disclosure or other compromise to their IT Systems and Data; (b) the Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except as, in the case of this clause (b), would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (c) the Company and its subsidiaries have implemented appropriate controls, policies, procedures, and technological safeguards to maintain and protect the integrity, continuous operation, redundancy and security of their IT Systems and Data reasonably consistent with industry standards and practices, or as required by applicable regulatory standards.

(cc) *Accurate Disclosure; Exhibits*. The statements in the General Disclosure Package and the Final Prospectus under the headings "Description of Debt Securities," "Description of Notes" and "Certain United States Federal Income Tax Considerations" insofar as such statements summarize legal matters, agreements, documents or legal or regulatory proceedings discussed therein, are accurate and fair summaries, in all material respects, of such legal matters, agreements, documents or legal or regulatory proceedings and present the information required to be shown. There are no contracts or documents which are required to be described in the Registration Statement or the General Disclosure Package pursuant to Form S-3 or to be filed as exhibits to the Registration Statement pursuant to Item 601 of Regulation S-K which have not been so described or filed as required, except for such exhibits as would not have a Material Adverse Effect.

(dd) *Absence of Manipulation.* Neither the Company nor the Guarantor has taken, directly or indirectly, any action that is designed to or that has constituted or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company or the Guarantor to facilitate the sale or resale of the Offered Securities.

(ee) *Statistical and Market-Related Data*. Any third-party statistical and market-related data included or incorporated by reference in the Registration Statement, a Statutory Prospectus or the General Disclosure Package are based on or derived from sources that the Company believes to be reliable and accurate in all material respects.

(ff) *Internal Controls and Compliance with the Sarbanes-Oxley Act*. The Company, its subsidiaries and the Company's Board of Directors (the "**Board**") are in compliance with all applicable provisions of Sarbanes-Oxley and Exchange Rules. The Company maintains a system of internal controls, including, but not limited to, disclosure controls and procedures, internal controls over accounting matters and financial reporting, an internal audit function and legal and regulatory compliance controls (collectively, "**Internal Controls**") that comply with the applicable Securities Laws and are sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. Generally Accepted Accounting Principles ("**GAAP**") and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accounting for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Internal Controls are overseen by the Audit Committee (the "**Audit Committee**") of the Board in accordance with Exchange Rules. The Company has not publicly disclosed or reported to the Audit Committee or the Board, and within the next 135 days the Company does not reasonably expect to publicly disclose or report to the Audit Committee or the Board, a significant deficiency, material weakness, change in Internal Controls or fraud involving management or other employees who have a significant role in Internal Controls, any violation of, or failure to comply with, the Securities Laws, or any matter which, if determined adversely, would result in a Material Adverse Effect.

(gg) *Disclosure Controls*. The Company and its subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management, as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(hh) *Litigation*. Except as disclosed in the General Disclosure Package and the Final Prospectus, there are no pending actions, suits or proceedings or, to the knowledge of the Company, any inquiries or investigations by any court or governmental agency or body, domestic or foreign, against or affecting the Company, any of its subsidiaries, or any of their respective properties that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate, result in a Material Adverse Effect, or would materially and adversely affect the ability of the Company or the Guarantor to perform their obligations under the Indenture or this Agreement or which are otherwise material in the context of the sale of the Offered Securities; and no such actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) are, to the Company's knowledge, threatened or contemplated.

(ii) *Financial Statements of the Company*. The historical financial statements included or incorporated by reference in the Registration Statement and the General Disclosure Package present fairly, in all material respects, the financial position of the Company and its consolidated subsidiaries as of the dates shown and their results of operations and cash flows of the Company and its subsidiaries for the periods shown, and such financial statements have been prepared in conformity with GAAP, applied on a consistent basis. Grant Thornton LLP has certified the audited financial statements of the Company included or incorporated by reference in the Registration Statement, General Disclosure Package and the Final Prospectus, and is an independent registered public accounting firm with respect to the Company within the Rules and Regulations and as required by the Act and the applicable rules and guidance from the PCAOB. The other financial and statistical data included in the Registration Statement, the General Disclosure Package and the Final Prospectus present fairly, in all material respects, the information shown therein and such data has been compiled on a basis consistent with the financial statements presented therein and the books and records of the Company. The Company does not have any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations or any "variable interest entities" within the meaning of Financial Accounting Standards Board Interpretation No. 46), not disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus. There are no financial statements that are required to be included or incorporated by reference in the Registration Statement, the General Disclosure Package or the Final Prospectus that are not included or incorporated by reference as required. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in each of the Registration Statement, the General Disclosure Package and the Final Prospectus fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto. The unaudited pro forma financial statements incorporated by reference in the Registration Statement and the General Disclosure Package include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma adjustments reflect the proper application of those adjustments to the historical financial statement amounts in the unaudited pro forma financial statements incorporated by reference in the Registration Statement and the General Disclosure Package. The unaudited pro forma financial statements incorporated by reference in the Registration Statement and the General Disclosure Package comply as to form in all material respects with the applicable requirements of Regulation S-X under the Securities Act.

(jj) *Reserved*.

(kk) *Financial Statements of QEP*. The historical financial statements and related notes of QEP and its subsidiaries incorporated by reference in the General Disclosure Package and the Final Prospectus were audited, as described therein, by Deloitte & Touche LLP.

(ll) *No Material Adverse Change in Business*. Except as disclosed in the General Disclosure Package and the Final Prospectus, since the end of the period covered by the latest audited financial statements included or incorporated by reference in the General Disclosure Package and the Final Prospectus (A) there has been no change, nor any development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries taken as a whole, that is material and adverse, (B) there has been no dividend or distribution of any kind declared, paid or made by the Company or its subsidiaries on any class of their capital stock, (C) there has been no material adverse change in the capital stock, short-term indebtedness, long-term indebtedness, net current assets or net assets of the Company or any its subsidiaries, (D) there has been no material transaction entered into and there is no material transaction that is probable of being entered into by the Company or any of its subsidiaries other than transactions in the ordinary course of business and (E) there has been no obligation, direct or contingent, that is material to the Company or any of its subsidiaries taken as a whole, incurred by the Company or any of its subsidiaries, as applicable, except obligations incurred in the ordinary course of business.

(mm) *Investment Company Act*. Neither the Company nor the Guarantor is and, after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the General Disclosure Package, will be an "investment company" as defined in the Investment Company Act of 1940 (the "**Investment Company Act**").

(nn) *Regulations T, U, X*. None of the Company or its subsidiaries or any agent thereof acting on their behalf has taken, and none of them will take, any action that might cause this Agreement or the issuance or sale of the Offered Securities to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System.

(oo) *Ratings*. No "nationally recognized statistical rating organization" as such term is defined in Section 3(a)(62) of the Exchange Act (i) has imposed (or has informed the Company or the Guarantor that it is considering imposing) any condition (financial or otherwise) on the Company's or the Guarantor's retaining any rating assigned to the Company or the Guarantor or any securities of the Company or the Guarantor or (ii) has indicated to the Company or the Guarantor that it is considering any of the actions described in Section 5(e)(ii) hereof.

(pp) *Tax Returns.* The Company and its subsidiaries have filed all federal, state, local and non-U.S. tax returns that are required to be filed or have requested extensions thereof (except in any case in which the failure so to file would not result in a Material Adverse Effect); and, except as set forth in the General Disclosure Package and the Final Prospectus, the Company and its subsidiaries have paid all taxes (including any assessments, fines or penalties) required to be paid by them, except for any such taxes, assessments, fines or penalties currently being contested in good faith and for which an adequate reserve for accrual has been established in accordance with GAAP or as would not, individually or in the aggregate, result in a Material Adverse Effect.

(qq) *Insurance.* Except as disclosed in the General Disclosure Package and the Final Prospectus, the Company and its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as the Company reasonably believes are adequate for the conduct of their business. All such policies of insurance insuring the Company and its subsidiaries are in full force and effect. The Company and its subsidiaries are in compliance with the terms of such policies and instruments in all material respects; and there are no material claims by the Company or its subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause. Neither the Company nor any of its subsidiaries has any reason to believe that any of them will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect, except as disclosed in the General Disclosure Package and the Final Prospectus.

(rr) *Certain Relationships and Related Transactions*. No relationship, direct or indirect, exists between or among the Company or its subsidiaries on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company or its subsidiaries on the other hand, which is required to be described in the General Disclosure Package which is not so described therein. The Final Prospectus will contain the same description of the matters set forth in the preceding sentence contained in the General Disclosure Package.

(ss) *ERISA.* The minimum funding standard under Section 302 of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder ("**ERISA**"), has been satisfied by each "pension plan" (as defined in Section 3(2) of ERISA) which has been established or maintained by the Company or any of its subsidiaries, and the trust forming part of each such plan which is intended to be qualified under Section 401 of the Internal Revenue Code of 1986, as amended, is so qualified; each of the Company and its subsidiaries has fulfilled its obligations, if any, under Section 515 of ERISA; neither the Company nor any of its subsidiaries maintain or are required to contribute to a "welfare plan" (as defined in Section 3(1) of ERISA) which provides retiree or other post-employment welfare benefits or insurance coverage (other than "continuation coverage" (as defined in Section 602 of ERISA)); each pension plan and welfare plan established or maintained by the Company and/or any of its subsidiaries are in compliance with the currently applicable provisions of ERISA, except where the failure to comply would not result in a Material Adverse Effect; and neither the Company nor any of its subsidiaries have incurred or would reasonably be expected to incur any withdrawal liability under Section 4201 of ERISA, any liability under Section 4062, 4063 or 4064 of ERISA, or any other liability under Title IV of ERISA.

(tt) *No Unlawful Payments*. Neither the Company nor any of its subsidiaries, nor any director, officer or employee of the Company or any of its subsidiaries, nor, to the knowledge of the Company and the Guarantor, any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offense under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiaries have instituted, maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(uu) *Compliance with Anti-Money Laundering Laws*. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), the applicable anti-money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company and the Guarantor, threatened.

(vv) *No Conflicts with Sanctions Laws*. Neither the Company nor any of its subsidiaries, directors, officers or employees, nor, to the knowledge of the Company or the Guarantor, any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union, Her Majesty's Treasury, the Swiss Secretariat of Economic Affairs, the Hong Kong Monetary Authority, the Monetary Authority of Singapore or other relevant sanctions authority (collectively, "**Sanctions**"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, Cuba, Iran, North Korea, Syria and Crimea (each, a "**Sanctioned Country**"); and the Company will not directly or indirectly use the proceeds of the offering of the Notes hereunder, or lend, or knowingly contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, initial purchaser, advisor, investor or otherwise) of Sanctions. For the past five years, the Company and its subsidiaries have not knowingly engaged in, and are not now knowingly engaged in and will not knowingly engage in, any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

2. *Purchase, Sale and Delivery of Offered Securities.* The Company agrees to sell to the several Underwriters as provided in this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company the respective principal amount of each series of the Offered Securities set forth opposite such Underwriter's name in Schedule A hereto at a price equal to, (a) with respect to the 2023 Notes, 99.740% of the principal amount thereof, (b) with respect to the 2031 Notes, 99.009% of the principal amount thereof, and (c) with respect to the 2051 Notes, 98.794% of the principal amount thereof, in each case, plus accrued interest, if any, from March 24, 2021 to the Closing Date (as defined below). The Company will not be obligated to deliver any of the Offered Securities except upon payment for all the Offered Securities to be purchased as provided herein.

The Company understands that the Underwriters intend to make a public offering of the Offered Securities as soon after the effectiveness of this Agreement as in the judgment of the Representatives is advisable, and initially to offer the Offered Securities on the terms set forth in the Final Prospectus. The Company acknowledges and agrees that the Underwriters may offer and sell Offered Securities to or through any affiliate of an Underwriter and that any such affiliate may offer and sell Offered Securities purchased by it to or through any Underwriter.

Payment for the Offered Securities shall be made by the Underwriters in Federal (same day) funds by wire transfer to an account at a bank acceptable to the Representatives drawn to the order of the Representatives at the office of Latham & Watkins LLP, 811 Main Street Suite 3700, Houston, Texas 77002, at 9:00 A.M., (New York time), on March 24, 2021, or at such other time not later than seven full business days thereafter as the Representatives and the Company determine, such time being herein referred to as the "**Closing Date**", against delivery to the Trustee as custodian for the Depository Trust Company ("**DTC**"), for the account of the Underwriters, of one or more global notes representing each series of the Offered Securities (collectively, the "**Global Notes**"). The Global Notes will be made available electronically for inspection by the Representatives at least 24 hours prior to the Closing Date.

3. *Certain Agreements of the Company and the Guarantor.* Each of the Company and the Guarantor agrees with the several Underwriters that:

(a) *Filing of Prospectuses and Issuer Free Writing Prospectuses.* The Company has filed or will file each Statutory Prospectus (including the Final Prospectus) pursuant to and in accordance with Rule 424(b)(2) (or, if applicable and consented to by the Representatives, subparagraph (3), subparagraph (4) or subparagraph (5)) not later than the second business day following the earlier of the date it is first used or the execution and delivery of this Agreement and will file any Issuer Free Writing Prospectus (including the term sheet in the form of Annex I to Schedule B hereto) to the extent required by Rule 433 under the Act. The Company will advise the Representatives promptly of any such filing pursuant to Rule 424(b) and provide satisfactory evidence to the Representatives of such timely filing. The Company has complied and will comply with Rule 433.

(b) *Filing of Amendments: Response to Commission Requests.* The Company will promptly advise the Representatives of any proposal to amend or supplement at any time the Registration Statement or any Statutory Prospectus and will not effect such amendment or supplementation without the Representatives' consent, which shall not be unreasonably withheld; and the Company will also advise the Representatives promptly of (i) any amendment or supplementation of a Registration Statement or the Statutory Prospectus, (ii) any request by the Commission or its staff for any amendment to the Registration Statement, for any supplement to any Statutory Prospectus or for any additional information, (iii) the institution by the Commission of any stop order proceedings in respect of the Registration Statement or the threatening of any proceeding for that purpose, and (iv) the receipt by the Company of any notification with respect to the suspension of the qualification of the Offered Securities in any jurisdiction or the institution or threatening of any proceedings for such purpose. The Company will use its reasonable best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(c) *Final Term Sheet*. The Company will prepare a final term sheet containing only a description of the Offered Securities, in a form approved by the Underwriters and attached as Annex I to Schedule B hereto, and will file such term sheet pursuant to Rule 433(d) under the Act within the time required by such rule (such term sheet, the "**Term Sheet**"). Any such Term Sheet is a Permitted Issuer Free Writing Prospectus for purposes of this Agreement.

(d) *Continued Compliance with Securities Laws.* If, at any time when a prospectus relating to the Offered Securities is (or but for the exemption in Rule 172 would be) required to be delivered under the Act by any Underwriter or dealer, any event occurs as a result of which the Final Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend the Registration Statement or supplement the Final Prospectus to comply with the Act, the Company will promptly notify the Representatives of such event and will promptly prepare and file with the Commission and furnish, at its own expense, to the Underwriters and the dealers and any other dealers upon request of the Representatives, an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance. Neither the Representatives' consent to, nor the Underwriters' delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 5 hereof.

(e) *Rule 158.* As soon as practicable, but not later than 16 months after the date hereof the Company will make generally available to its security holders an earnings statement covering a period of at least 12 months beginning after the date hereof and satisfying the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(f) *Furnishing of Prospectuses.* The Company will furnish to the Representatives copies of the Registration Statement, including all exhibits, and upon the request of the Representatives, signed copies of the Registration Statement, any Statutory Prospectus, and, so long as a prospectus relating to the Offered Securities is (or but for the exemption in Rule 172 would be) required to be delivered under the Act, the Final Prospectus and all amendments and supplements to such documents, in each case in such quantities as the Representatives reasonably request. The Final Prospectus shall be so furnished within two business days following the execution and delivery of this Agreement unless otherwise agreed by the Company and the Representative. All other such documents shall be so furnished as soon as available. The Company will pay the expenses of printing and distributing to the Underwriters all such documents.

(g) *Blue Sky Qualifications.* The Company shall cooperate with the Underwriters and counsel for the Underwriters to qualify or register the Offered Securities for resale under (or obtain exemptions from the application of) the state securities or blue sky laws of those jurisdictions designated by the Underwriters, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Offered Securities. The Company shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process or taxation in any such jurisdiction where it is not presently qualified or subject to taxation.

(h) *Reporting Requirements.* During the period of five years hereafter, the Company will furnish to the Representatives, upon request and to each of the other Underwriters, upon request, as soon as practicable after the end of each fiscal year, a copy of its annual report to stockholders for such year; and the Company will furnish to the Representatives (i) as soon as available, a copy of each report and any definitive proxy statement of the Company filed with the Commission under the Exchange Act or mailed to stockholders, and (ii) from time to time, such other information concerning the Company as the Representatives may reasonably request. However, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act and is timely filing reports with the Commission on its Electronic Data Gathering, Analysis and Retrieval system ("**EDGAR**"), it is not required to furnish such reports or statements to the Underwriters.

(i) *Payment of Expenses*. The Company and the Guarantor will pay all expenses incident to the performance of its obligations under this Agreement and the Indenture, including but not limited to (i) the fees and expenses of the Trustee and its professional advisors, (ii) any filing fees and reasonable attorney's fees and expenses incurred by the Company or the Guarantor or the Underwriters in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Offered Securities for offer and sale under the state securities or blue sky laws of such jurisdictions as the Representatives designate and the preparation and printing of memoranda relating thereto, (iii) the filing fees incident to, and the reasonable fees and expenses of counsel for the Underwriters, in an amount not to exceed $20,000, in connection with the FINRA's review and approval of the Underwriters' participation in the offering and distribution of the Offered Securities, (iv) fees and expenses in connection with the registration of the Offered Securities under the Exchange Act, (v) expenses incurred in distributing preliminary prospectuses and the Final Prospectus (including any amendments and supplements thereto) to the Underwriters and expenses incurred in preparing, printing and distributing any Issuer Free Writing Prospectuses to investors or prospective investors, (vi) any fees charged by investment rating agencies for the rating of the Offered Securities, and (vii) all other fees, costs and expenses referred to in Item 14 of Part II of the Registration Statement. The Company and the Guarantor will also pay or reimburse the Underwriters (to the extent incurred by them) for costs and expenses of the Company's officers and employees and any other expenses of the Company and the Guarantor relating to investor presentations or any "road show" in connection with the offering and sale of the Offered Securities including, without limitation, any travel expenses of the Company's and the Guarantor's officers and employees, provided, however, that the Underwriters will pay 50% of the costs and expenses of any chartered flight. Except as provided in this Agreement, the Underwriters shall pay all of their own costs and expenses, including the fees and disbursement of their counsel.

(j) *Use of Proceeds*. The Company will use the net proceeds received in connection with this offering in the manner described in the "Use of Proceeds" section of the General Disclosure Package.

(k) *Absence of Manipulation*. In connection with the offering, until the Representatives shall have notified the Company and the other Underwriters of the completion of the resale of the Offered Securities, neither the Company, its subsidiaries nor any of their affiliates will, either alone or with one or more other persons, bid for or purchase for any account in which it or any of its affiliates has a beneficial interest any Offered Securities or attempt to induce any person to purchase any Offered Securities; and neither it nor any of its affiliates will make bids or purchases for the purpose of creating actual, or apparent, active trading in, or of raising the price of, the Offered Securities.

(l) *Restriction on Sale of Securities*. Other than (i) the offering of the Offered Securities under this Agreement, (ii) the tender offer commenced by the Company on March 4, 2021 for any and all of its 5.375% Senior Notes due 2025 (the "**Diamondback 2025 Notes**") pursuant to its offer to purchase and consent solicitation relating to the Diamondback 2025 Notes described in the General Disclosure Package (the "**Diamondback Tender Offer and Consent Solicitation**") and any purchases of the Diamondback 2025 Notes in connection therewith, (iii) the tender offers commenced by the Company on March 4, 2021 for any and all of QEP's 5.375% Senior Notes due 2022, 5.250% Senior Notes due 2023 and 5.625% Senior Notes due 2026 (collectively, the "**QEP Notes**") pursuant to the offers to purchase and consent solicitations relating to the QEP Notes described in the General Disclosure Package (the "**QEP Tender Offers and Consent Solicitations**") and any purchases of the QEP Notes in connection therewith, (iv) any purchase or redemption of any Diamondback 2025 Notes that remain outstanding following the completion of the Diamondback Tender Offer and Consent Solicitation and (v) any purchase or redemption of any QEP Notes that remain outstanding following the completion of the QEP Tender Offers and Consent Solicitations, for a period of 30 days after the date hereof, neither the Company nor its subsidiaries will, directly or indirectly, take any of the following actions with respect to any United States dollar-denominated debt securities issued or guaranteed by the Company or its subsidiaries and having a maturity of more than one year from the date of issue or any securities convertible into or exchangeable or exercisable for any debt securities ("Lock-Up Securities"): (i) offer, sell, issue, contract to sell, pledge or otherwise dispose of Lock-Up Securities, (ii) offer, sell, issue, contract to sell, contract to purchase or grant any option, right or warrant to purchase Lock-Up Securities, (iii) enter into any swap, hedge or any other agreement that transfers, in whole or in part, the economic consequences of ownership of Lock-Up Securities, (iv) establish or increase a put equivalent position or liquidate or decrease a call equivalent position in Lock-Up Securities within the meaning of Section 16 of the Exchange Act or (v) file with the Commission a registration statement under the Act relating to Lock-Up Securities or publicly disclose the intention to take any such action, without the prior written consent of the Representatives, except that the Company is permitted to make a filing by the Company of a shelf registration statement on Form S-3, or any amendments or supplements thereto, under the Act, which registration statement may include any debt and other securities, provided further, that no sales under any such registration statement shall be permitted during this 30-day period with respect to such dollar-denominated debt securities.

(m) *Eligibility for Clearance*. The Company and the Guarantor will reasonably assist the Underwriters to permit the Offered Securities to be eligible for clearance and settlement through the facilities of DTC.

4. *Free Writing Communications.* Each of the Company and the Guarantor represents and agrees that, unless it obtains the prior consent of the Representatives, and each Underwriter severally represents and agrees that, unless it obtains the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Offered Securities that would constitute an Issuer Free Writing Prospectus, or that would otherwise constitute a "free writing prospectus," as defined in Rule 405, required to be filed with the Commission. Any such free writing prospectus consented to by the Company and the Representatives (including the term sheet in the form of Annex I to Schedule B hereto) is hereinafter referred to as a "**Permitted Free Writing Prospectus**." The Company represents that it has treated and agrees that it will treat each Permitted Free Writing Prospectus as an "issuer free writing prospectus," as defined in Rule 433, and has complied and will comply with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including timely Commission filing where required, legending and record keeping. The Company represents that it has satisfied and agrees that it will satisfy the conditions in Rule 433 to avoid a requirement to file with the Commission any electronic road show.

5. *Conditions of the Obligations of the Underwriters*. The obligations of the several Underwriters to purchase and pay for the Offered Securities will be subject to the accuracy of the representations and warranties of each of the Company and the Guarantor herein on the date hereof and on the Closing Date (as though made on the Closing Date), to the accuracy of the statements of officers of each of the Company and the Guarantor made pursuant to the provisions hereof, to the performance by each of the Company and the Guarantor of their respective obligations hereunder and to the following additional conditions precedent:

(a) *Grant Thornton Comfort Letter*. The Representatives shall have received a letter, dated respectively, the date hereof and the Closing Date, of Grant Thornton LLP confirming that they are a registered public accounting firm and independent public accountants within the meaning of the Securities Laws, in form and substance satisfactory to the Underwriters concerning the financial information with respect to the Company set forth in the General Disclosure Package and the Final Prospectus.

(b) *Deloitte & Touche LLP Comfort Letter*. The Representatives shall have received a letter, dated respectively, the date hereof and the Closing Date, of Deloitte & Touche LLP confirming that they are a registered public accounting firm and independent public accountants within the meaning of the Securities Laws, in form and substance satisfactory to the Underwriters concerning the financial information with respect to QEP set forth in the General Disclosure Package and the Final Prospectus.

(c) *Ryder Scott Comfort Letters*. The Representatives shall have received letters, dated, respectively, the date hereof and the Closing Date, of Ryder Scott Company, L.P., with respect to Company, Viper and QEP in form and substance acceptable to the Representatives, containing statements and information in the type customarily included in such letters to underwriters with respect to the reserves and other operational information contained or incorporated by reference in the General Disclosure Package and the Final Prospectus.

(d) *Filing of Prospectus.* The Final Prospectus shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing in accordance with the Rules and Regulations and Section 3(a) hereof. No stop order suspending the effectiveness of the Registration Statement or of any part thereof shall have been issued and no proceeding for that purpose shall have been instituted or, to the knowledge of the Company or any Underwriter, shall be contemplated by the Commission.

(e) *No Material Adverse Change*. Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any change, or any development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries, taken as a whole, which, in the judgment of the Representatives, is material and adverse and makes it impractical or inadvisable to proceed with the offer, sale or delivery of the Offered Securities or to enforce contracts for the sale of the Offered Securities; (ii) any downgrading in the rating of any debt securities or preferred stock of the Company or the Guarantor by any "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act), or any public announcement that any such organization has under surveillance or review its rating of any debt securities or preferred stock of the Company or the Guarantor (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating) or any announcement that the Company or the Guarantor has been placed on negative outlook; (iii) any change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls the effect of which is such as to make it, in the judgment of the Representatives, impractical or inadvisable to proceed with the offer, sale or delivery of the Offered Securities or to enforce contracts for the sale of the Offered Securities, whether in the primary market or in respect of dealings in the secondary market; (iv) any suspension or material limitation of trading in securities generally on the New York Stock Exchange or the NASDAQ Global Select Market, or any setting of minimum or maximum prices for trading on such exchange; (v) any suspension of trading of any securities of the Company or the Guarantor on any exchange or in the over-the-counter market; (vi) any banking moratorium declared by any U.S. federal or New York authorities; (vii) any major disruption of settlements of securities, payment or clearance services in the United States or any other country where such securities are listed or (viii) any attack on, outbreak or escalation of hostilities or act of terrorism involving the United States, any declaration of war by Congress or any other national or international calamity or emergency if, in the judgment of the Representatives, the effect of any such attack, outbreak, escalation, act, declaration, calamity or emergency is such as to make it impractical or inadvisable to proceed with the offer, sale or delivery of the Offered Securities or to enforce contracts for the sale of the Offered Securities.

(f) *Opinion of Counsel for the Company and the Guarantor*. The Representatives shall have received an opinion, dated the Closing Date, of Akin Gump Strauss Hauer & Feld LLP, counsel for the Company and the Guarantor, in form and substance reasonably satisfactory to the Representatives.

(g) *Opinion of Alabama Counsel for the Company*. The Representatives shall have received an opinion, dated the Closing Date, of Balch & Bingham LLP, Alabama counsel for the Company with respect to matters related to Energen and Energen Resources Corporation, in form and substance reasonably satisfactory to the Representatives.

(h) *Opinion of General Counsel for the Company*. The Representatives shall have received an opinion, dated the Closing Date, of P. Matt Zmigrosky, General Counsel for the Company and the Guarantor, in form and substance reasonably satisfactory to the Representatives.

(i) *Opinion of Counsel for the Underwriters*. The Representatives shall have received from Latham & Watkins LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to such matters as the Representatives may require, and the Company and the Guarantor shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(j) *Officers' Certificate*. The Representatives shall have received a certificate, dated the Closing Date, of an executive officer of the Company and the Guarantor and a principal financial or accounting officer of the Company and the Guarantor in which such officers shall state that (i) the representations and warranties of the Company and the Guarantor in this Agreement are true and correct, (ii) the Company and the Guarantor have complied with all agreements and satisfied all conditions on their part to be performed or satisfied hereunder at or prior to the Closing Date, (iii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to their knowledge and after inquiry to the Commission, are contemplated by the Commission and (iv) subsequent to the date of the most recent financial statements in the General Disclosure Package there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its subsidiaries, taken as a whole, except as set forth in the General Disclosure Package or as described in such certificate.

(k) *DTC Eligibility*. The Notes shall be eligible for clearance and settlement through DTC.

(l) *Indenture*. The Underwriters shall have received a counterpart of the Indenture and any supplement to the Indenture with respect to the Offered Securities that shall have been validly executed and delivered by each of the Company and the Guarantor and the Trustee.

The Company and the Guarantor will furnish the Underwriters with any additional opinions, certificates, letters and documents as the Representatives reasonably request and conformed copies of documents delivered pursuant to this Section 5. The Representatives may in their sole discretion waive on behalf of the Underwriters compliance with any conditions to the obligations of the Underwriters hereunder, whether in respect of a Closing Date or otherwise.

6. *Indemnification and Contribution*.

(a) *Indemnification of the Underwriters*. The Company and the Guarantor will indemnify and hold harmless each Underwriter, its partners, members, directors, officers, employees, agents, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, an "**Indemnified Party**"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of the Registration Statement at any time, any Statutory Prospectus as of any time, the General Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus, including any investor presentations or any "road show" used in connection with the offering and sale of the Offered Securities, or arise out of or are based upon the omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and will reimburse each Indemnified Party for any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending against any loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Indemnified Party is a party thereto), whether threatened or commenced, and in connection with the enforcement of this provision with respect to any of the above as such expenses are incurred; provided, however, that the Company and the Guarantor will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in subsection (b) below.

(b) *Indemnification of the Company and the Guarantor*. Each Underwriter will severally and not jointly indemnify and hold harmless each of the Company and the Guarantor and each of their respective directors, officers, employees, agents, affiliates and each person, if any, who controls the Company or the Guarantor within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, an "**Underwriter Indemnified Party**"), against any and all losses, claims, damages or liabilities to which such Underwriter Indemnified Party may become subject, under the Act, the Exchange Act, or other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement at any time, any Statutory Prospectus at any time, the Final Prospectus or any Issuer Free Writing Prospectus or arise out of or are based upon the omission or the alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by such Underwriter Indemnified Party in connection with investigating or defending against any such loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Underwriter Indemnified Party is a party thereto), whether threatened or commenced, based upon any such untrue statement or omission, or any such alleged untrue statement or omission as such expenses are incurred, it being understood and agreed that the only such information furnished by any Underwriter consists of the following information in the Final Prospectus furnished on behalf of each Underwriter: the information contained in the first sentence of the fifth paragraph, the third sentence in the eighth paragraph, the eleventh paragraph and the twelfth paragraph, in each case under the caption "Underwriting."

(c) *Actions against Parties; Notification*. Promptly after receipt by an indemnified party under this Section 6 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under subsection (a) or (b) above, notify the indemnifying party of the commencement thereof; but the failure to notify the indemnifying party shall not relieve it from any liability that it may have under subsection (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 6 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the contrary; (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party; (iii) the indemnified party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the indemnifying party; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the indemnifying party shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all indemnified parties, and that all such fees and expenses shall be reimbursed as they are incurred. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of any indemnified party.

(d) *Contribution*. If the indemnification provided for in this Section 6 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantor on the one hand and the Underwriters on the other from the offering of the Offered Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Guarantor on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantor on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total discounts and commissions received by the Underwriters from the Company under this Agreement. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantor or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities purchased by it were resold exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue statement or omission or alleged untrue statement or omission. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective purchase obligations and not joint. The Company, the Guarantor and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 6(d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 6(d).

(e) The remedies provided for in this Section 6 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any indemnified party at law or in equity.

7. *Default of Underwriters.* If any Underwriter or Underwriters default in their obligations to purchase Offered Securities hereunder and the aggregate principal amount of Offered Securities that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total principal amount of Offered Securities that the Underwriters are obligated to purchase on the Closing Date, the Representatives may make arrangements satisfactory to the Company for the purchase of such Offered Securities by other persons, including any of the Underwriters, but if no such arrangements are made by the Closing Date, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Offered Securities that such defaulting Underwriters agreed but failed to purchase on the Closing Date. If any Underwriter or Underwriters so default and the aggregate principal amount of Offered Securities with respect to which such default or defaults occur exceeds 10% of the total principal amount of Offered Securities that the Underwriters are obligated to purchase on the Closing Date and arrangements satisfactory to the Representatives and the Company for the purchase of such Offered Securities by other persons are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Company, except as provided in Section 8. As used in this Agreement, the term "Underwriter" includes any person substituted for a Underwriter under this Section. Nothing herein will relieve a defaulting Underwriter from liability for its default.

8. *Survival of Certain Representations and Obligations.* The respective indemnities, agreements, representations, warranties and other statements of the Company, the Guarantor or their respective officers and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, the Company, the Guarantor or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Securities. If this Agreement is terminated pursuant to Section 7 or if for any reason the purchase of the Offered Securities by the Underwriters is not consummated, the Company and the Guarantor shall remain responsible for the expenses to be paid or reimbursed by them pursuant to Section 3 and the respective obligations of the Company and the Guarantor and the Underwriters pursuant to Section 6 shall remain in effect. If the purchase of the Offered Securities by the Underwriters is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 7 or the occurrence of any event specified in clause (iii), (iv), (vi), (vii) or (viii) of Section 5(e), the Company and the Guarantor will reimburse the Underwriters for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Offered Securities. In addition, if any Offered Securities have been purchased hereunder, the representations and warranties in Section 1 and all obligations under Section 3 shall remain in effect.

9. *Notices.* All communications hereunder will be in writing and, if sent to the Underwriters will be mailed, hand-delivered, telecopied or transmitted electronically and confirmed to the Underwriters, (i) c/o Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282-2198, Attention: Registration Department; (ii) c/o Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, New York 10010-3629, Attention: CM&A; and (iii) c/o J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179 (fax: 212-270-1063), Attention: Investment Grade Syndicate Desk; or, if sent to the Company or the Guarantor, will be mailed, hand-delivered, telecopied or transmitted electronically and confirmed to it at 500 West Texas, Suite 1225, Midland, Texas 79701 Attention: P. Matt Zmigrosky; *provided*, *however*, that any notice to a Underwriter pursuant to Section 6 will be mailed, hand-delivered, telecopied or transmitted electronically and confirmed to such Underwriter.

10. *Successors.* This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors and controlling persons referred to in Section 6, and no other person will have any right or obligation hereunder.

11. *Counterparts.* This Agreement may be executed in any number of counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

12. *Representation of Underwriters.* The Representatives will act for the several Underwriters in connection with the transactions contemplated by this Agreement, and any action under this Agreement taken by the Representatives will be binding upon all the Underwriters.

13. *Absence of Fiduciary Relationship.* Each of the Company and the Guarantor acknowledges and agrees that:

(a) *No Other Relationship*. The Underwriters have been retained solely to act as underwriters in connection with the sale of the Offered Securities and that no fiduciary, advisory or agency relationship between the Company or the Guarantor, on the one hand, and any Underwriter has been created in respect of any of the transactions contemplated by this Agreement or the Final Prospectus, irrespective of whether any Underwriter has advised or are advising the Company or the Guarantor on other matters. Any review by the Representatives or any Underwriter of the Company, the Guarantor, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Representatives of such Underwriter, as the case may be, and shall not be on behalf of the Company, the Guarantor or any other person;

(b) *Arm's-Length Negotiations*. The purchase price of the Offered Securities set forth in this Agreement was established by the Company and the Guarantor following discussions and arm's-length negotiations with the Representatives and the Company and the Guarantor are capable of evaluating and understanding and understands and accept the terms, risks and conditions of the transactions contemplated by this Agreement;

(c) *Absence of Obligation to Disclose*. Each of the Company and the Guarantor have been advised that each Underwriter and its affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company or the Guarantor and that each Underwriter has no obligation to disclose such interests and transactions to the Company or the Guarantor by virtue of any fiduciary, advisory or agency relationship; and

(d) *Waiver*. Each of the Company and the Guarantor, to the fullest extent permitted by law, any claims it may have against any Underwriter for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Underwriters shall have no liability (whether direct or indirect) to the Company or the Guarantor in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company or the Guarantor, including members, stockholders, employees or creditors of the Company or the Guarantor.

14. ***Applicable Law.*** **This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York.**

Each of the Company and the Guarantor hereby submit to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Each of the Company and the Guarantor irrevocably and unconditionally waives any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in The City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum.

15. *Patriot Act*. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company and the Guarantor, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

16. *Recognition of the U.S. Special Resolution Regimes*.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section 16:

"**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"**Covered Entity**" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"**U.S. Special Resolution Regime**" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[*Signature pages follow.*]

If the foregoing is in accordance with the Underwriters' understanding of our agreement, kindly sign and return to one of the counterparts hereof, whereupon it will become a binding agreement among the Company, the Guarantor and the several Underwriters in accordance with its terms.

Very truly yours,

DIAMONDBACK ENERGY, INC.

By: /s/Matthew Kaes Van't Hof
Name: Matthew Kaes Van't Hof
Title: Chief Financial Officer and Executive Vice President of Business Development

DIAMONDBACK O&G LLC

By: /s/Matthew Kaes Van't Hof
Name: Matthew Kaes Van't Hof
Title: Chief Financial Officer and Executive Vice President of Business Development

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

GOLDMAN SACHS & CO. LLC

By: /s/Sam Chaffin
Name: Sam Chaffin
Title: Vice President

CREDIT SUISSE SECURITIES (USA) LLC

By: /s/Kashif Malik
Name: Kashif Malik
Title: Managing Director

J.P. MORGAN SECURITIES LLC

By: /s/Stephen L. Sheiner
Name: Stephen L. Sheiner
Title: Executive Director

Acting on behalf of themselves and as Representatives of the several Underwriters

SCHEDULE A

Underwriters	Aggregate Principal Amount of 2023 Notes	Aggregate Principal Amount of 2031 Notes	Aggregate Principal Amount of 2051 Notes
Goldman Sachs & Co. LLC	$ 84,500,000	$ 117,000,000	$ 84,500,000
Credit Suisse Securities (USA) LLC	$ 84,500,000	$ 117,000,000	$ 84,500,000
J.P. Morgan Securities LLC	$ 84,500,000	$ 117,000,000	$ 84,500,000
BofA Securities, Inc.	$ 52,000,000	$ 72,000,000	$ 52,000,000
Citigroup Global Markets Inc.	$ 52,000,000	$ 72,000,000	$ 52,000,000
Morgan Stanley & Co. LLC	$ 52,000,000	$ 72,000,000	$ 52,000,000
Wells Fargo Securities, LLC	$ 52,000,000	$ 72,000,000	$ 52,000,000
Capital One Securities, Inc.	$ 21,125,000	$ 29,250,000	$ 21,125,000
ING Financial Markets LLC	$ 21,125,000	$ 29,250,000	$ 21,125,000
PNC Capital Markets LLC	$ 21,125,000	$ 29,250,000	$ 21,125,000
Scotia Capital (USA) Inc.	$ 21,125,000	$ 29,250,000	$ 21,125,000
Truist Securities, Inc.	$ 21,125,000	$ 29,250,000	$ 21,125,000
U.S. Bancorp Investments, Inc.	$ 21,125,000	$ 29,250,000	$ 21,125,000
CIBC World Markets Corp.	$ 8,125,000	$ 11,250,000	$ 8,125,000
Mizuho Securities USA LLC	$ 8,125,000	$ 11,250,000	$ 8,125,000
Regions Securities LLC	$ 8,125,000	$ 11,250,000	$ 8,125,000
TD Securities (USA) LLC	$ 8,125,000	$ 11,250,000	$ 8,125,000
BOK Financial Securities, Inc.	$ 4,875,000	$ 6,750,000	$ 4,875,000
Comerica Securities, Inc.	$ 4,875,000	$ 6,750,000	$ 4,875,000
FHN Financial Securities Corp.	$ 4,875,000	$ 6,750,000	$ 4,875,000
Huntington Securities, Inc	$ 4,875,000	$ 6,750,000	$ 4,875,000
Raymond James & Associates Inc.	$ 4,875,000	$ 6,750,000	$ 4,875,000
SMBC Nikko Securities America, Inc.	$ 4,875,000	$ 6,750,000	$ 4,875,000
Total	$ 650,000,000	$ 900,000,000	$ 650,000,000

SCHEDULE B

Other Information Included in the General Disclosure Package

1. Final term sheet, dated March 18, 2021, a copy of which is attached hereto as Annex I.

Filed Pursuant to Rule 433
Registration No. 333-234764
March 18, 2021

PRICING TERM SHEET

$650,000,000 0.900% Notes due 2023
$900,000,000 3.125% Notes due 2031
$650,000,000 4.400% Notes due 2051

The information in this pricing term sheet supplements the registration statement and the preliminary prospectus supplement and supersedes the information in the registration statement and the preliminary prospectus supplement to the extent inconsistent with the information in those documents. Terms used herein but not defined herein shall have the respective meanings as set forth in the preliminary prospectus supplement.

Issuer:	Diamondback Energy, Inc.
Format:	SEC Registered
Trade Date:	March 18, 2021
Settlement Date:	March 24, 2021 (T+4) It is expected that delivery of the Notes will be made against payment therefor on or about March 24, 2021, which is the fourth business day following the Trade Date (such settlement cycle being referred to as "T+4"). Pursuant to Rule 15c6-1 under the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes on any date prior to two business days before the Settlement Date will be required to specify alternative settlement arrangements to prevent a failed settlement.
Anticipated Ratings:*	Moody's: Ba1 (Positive) S&P: BBB- (Stable) Fitch: BBB (Stable)
	0.900% Notes due 2023
Principal Amount:	$650,000,000
Maturity Date:	March 24, 2023
Benchmark Treasury:	UST 0.125% due February 28, 2023
Benchmark Treasury Price/Yield:	99-30 1/8 / 0.155%

Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

Spread to Benchmark Treasury:	T+75 basis points
Yield to Maturity:	0.905%
Price to Public:	99.990% of principal amount, plus accrued interest, if any from March 24, 2021
Coupon:	0.900%
Interest Payment Dates:	March 24 and September 24, beginning September 24, 2021
Optional Redemption:	Not redeemable in whole or in part at any time prior to September 24, 2021. At any time on or after September 24, 2021, at 100% of the principal amount plus accrued interest to, but not including, the redemption date.
CUSIP/ISIN:	25278X AS8 / US25278XAS80
	3.125% Notes due 2031
Principal Amount:	$900,000,000
Maturity Date:	March 24, 2031
Benchmark Treasury:	UST 1.125% due February 15, 2031
Benchmark Treasury Price/Yield:	94-20+ / 1.715%
Spread to Benchmark Treasury:	T+145 basis points
Yield to Maturity:	3.165%
Price to Public:	99.659% of principal amount, plus accrued interest, if any from March 24, 2021
Coupon:	3.125%
Interest Payment Dates:	March 24 and September 24, beginning September 24, 2021
Optional Redemption:	At any time prior to December 24, 2030, make whole call as set forth in the preliminary prospectus supplement (treasury rate plus 25 basis points), plus accrued interest to the redemption date. At any time on or after December 24, 2030, at 100% of the principal amount plus accrued interest to, but not including, the redemption date.
CUSIP/ISIN:	25278X AR0 / US25278XAR08
	4.400% Notes due 2051
Principal Amount:	$650,000,000
Maturity Date:	March 24, 2051
Benchmark Treasury:	UST 1.625% due November 15, 2050
Benchmark Treasury Price/Yield:	82-10 / 2.470%
Spread to Benchmark Treasury:	T+195 basis points

Yield to Maturity:	4.420%
Price to Public:	99.669% of principal amount, plus accrued interest, if any from March 24, 2021
Coupon:	4.400%
Interest Payment Dates:	March 24 and September 24, beginning September 24, 2021
Optional Redemption:	At any time prior to September 24, 2050, make whole call as set forth in the preliminary prospectus supplement (treasury rate plus 30 basis points), plus accrued interest to, but not including, the redemption date. At any time on or after September 24, 2050, at 100% of the principal amount plus accrued interest to the redemption date.
CUSIP/ISIN:	25278X AQ2 / US25278XAQ25

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Joint Book-Running Managers:	Goldman Sachs & Co. LLC Credit Suisse Securities (USA) LLC J.P. Morgan Securities LLC BofA Securities, Inc. Citigroup Global Markets Inc. Morgan Stanley & Co. LLC Wells Fargo Securities, LLC
Senior Co-Managers:	Capital One Securities ING Financial Markets LLC PNC Capital Markets LLC Scotia Capital (USA) Inc. Truist Securities, Inc. U.S. Bancorp Investments, Inc.
Co-Managers:	BOK Financial Securities, Inc. CIBC World Markets Corp. Comerica Securities, Inc. FHN Financial Securities Corp. Huntington Securities, Inc. Mizuho Securities USA LLC Raymond James & Associates, Inc. Regions Securities LLC SMBC Nikko Securities America, Inc. TD Securities (USA) LLC

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Goldman Sachs & Co. LLC at 866-471-2526, Credit Suisse Securities (USA) LLC toll free at 1-800-221-1037 or J.P. Morgan Securities LLC at 212-834-4533.

Exhibit 4.2

DIAMONDBACK ENERGY, INC.,

as the Company

DIAMONDBACK O&G LLC,

as the Subsidiary Guarantor

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as the Trustee

0.900% Senior Notes due 2023
3.125% Senior Notes due 2031
4.400% Senior Notes due 2051

THIRD SUPPLEMENTAL INDENTURE

Dated as of March 24, 2021
to the

INDENTURE

Dated as of December 5, 2019

TABLE OF CONTENTS

EXHIBITS

THIRD SUPPLEMENTAL INDENTURE dated as of March 24, 2021 (this "Supplemental Indenture") by and among DIAMONDBACK ENERGY, INC., a Delaware corporation (referred to herein as the "Company"), DIAMONDBACK O&G LLC, a Delaware limited liability company, as the Subsidiary Guarantor (as defined below), and Wells Fargo Bank, National Association, a national banking association, as trustee (referred to herein as the "Trustee"), supplementing the Indenture dated as of December 5, 2019, by and between the Company and the Trustee (the "Base Indenture" and, as supplemented by this Supplemental Indenture, the "Indenture").

Each party agrees as follows for the benefit of the other parties and, with respect to each Series of Notes, for the equal and ratable benefit of the Holders of Notes of such Series (as such terms are defined herein):

WHEREAS, the Company has duly authorized the execution and delivery of the Base Indenture to provide for the issuance from time to time of the Company's Securities to be issued in one or more series as provided in the Indenture;

WHEREAS, Section 901 of the Base Indenture provides that the Company, each Guarantor (if any) and the Trustee may, without the consent of any Holder, enter into a supplemental indenture: (i) in accordance with clause (7) thereof, to establish the form and terms of Securities of any series and any Guarantees thereof as permitted by the Base Indenture; (ii) in accordance with clause (5) thereof, to add to, change, or eliminate any of the provisions of the Base Indenture in respect of one or more series of Securities or any Guarantees thereof, provided that any such addition, change, or elimination (x) will neither (A) apply to any Security of any series created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (B) modify the rights of the Holder of any such Security with respect to such provision or (y) will become effective only when there is no such Security Outstanding; and (iii) in accordance with clause (10) thereof, to add any Person as an additional Guarantor under the Base Indenture;

WHEREAS, the Company has duly authorized the issue of its (i) 0.900% Senior Notes due 2023 (the "2023 Notes"), (ii) 3.125% Senior Notes due 2031 (the "2031 Notes"), and (iii) 4.400% Senior Notes due 2051 (the "2051 Notes" and together with the 2023 Notes and the 2031 Notes, each, a "Series" or a "Series of Notes"), each as a series of Securities under the Base Indenture (as they may be issued from time to time under this Supplemental Indenture, including any Additional Notes (as defined below) issued pursuant to Section 1.4 of this Supplemental Indenture, the "Notes"); and in connection therewith, there being no Notes Outstanding at the time of execution and delivery of this Supplemental Indenture, the Company has duly determined to make, execute and deliver this Supplemental Indenture to establish the form and terms of the Notes and the Guarantees thereof as required by the Base Indenture, to add to, change and eliminate certain provisions of the Base Indenture in respect of the Notes and the Guarantees thereof, and to add the Subsidiary Guarantor as a Guarantor of each Series of the Notes;

WHEREAS, the Company and the Subsidiary Guarantor have duly authorized the execution and delivery of this Supplemental Indenture, and have requested the Trustee to join them in the execution and delivery of this Supplemental Indenture, in order to establish the form and terms of, and to provide for the issuance by the Company of, each Series of Notes, substantially in the form attached hereto as Exhibit A, Exhibit B or Exhibit C, as applicable, and the Guarantees thereof, on the terms set forth herein;

WHEREAS, the Company now wishes to issue (i) $650,000,000 aggregate principal amount of the 2023 Notes, (ii) $900,000,000 aggregate principal amount of the 2031 Notes, and (iii) $650,000,000 aggregate principal amount of the 2051 Notes (collectively, the "Initial Notes"), and the Subsidiary Guarantor as to each Series wishes to guarantee the payment of the Initial Notes of such Series;

WHEREAS, the conditions set forth in the Base Indenture for the execution and delivery of this Supplemental Indenture have been complied with;

WHEREAS, all things necessary have been done to make the Notes, when executed by the Company and authenticated and delivered by the Trustee or a duly authorized Authenticating Agent, as provided in the Base Indenture, the valid and legally binding obligations of the Company; and

WHEREAS, all things necessary have been done to make this Supplemental Indenture a valid agreement of the Company, the Subsidiary Guarantor and the Trustee, in accordance with its terms, and a valid amendment of, and supplement to, the Base Indenture.

NOW, THEREFORE:

In consideration of the premises and the purchase and acceptance of the Notes of any Series by the Holders thereof, the Company and the Subsidiary Guarantor as to such Series covenant and agree with the Trustee, for the equal and ratable benefit of the Holders of the Notes of such Series, that the Base Indenture is supplemented and amended, to the extent expressed herein, as follows:

ARTICLE I

SCOPE OF SUPPLEMENTAL INDENTURE; GENERAL; THE NOTES

SECTION 1.1. Scope of Supplemental Indenture; General. This Supplemental Indenture supplements, and to the extent inconsistent therewith, replaces, the provisions of the Base Indenture, to which provisions reference is hereby made.

The changes, modifications and supplements to the Base Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, and shall be deemed expressly included in this Supplemental Indenture solely for the benefit of, the 2023 Notes (which shall be initially in the aggregate principal amount of $650,000,000), the 2031 Notes (which shall be initially in the aggregate principal amount of $900,000,000) and the 2051 Notes (which shall be initially in the aggregate principal amount of $650,000,000) and shall not apply to any other series of Securities that have been or may be issued under the Base Indenture unless a supplemental indenture with respect to such other series of Securities specifically incorporates such changes, modifications and supplements.

SECTION 1.2. Applicability of Sections of the Base Indenture. Except as expressly specified hereby, each of the provisions of the Base Indenture shall apply to the Notes. The First Supplemental Indenture, dated as of December 5, 2019, to the Base Indenture and the Second Supplemental Indenture, dated as of May 26, 2020, to the Base Indenture shall not be applicable with respect to, and shall not govern the terms of, the Notes.

SECTION 1.3. Form, Dating and Terms.

(a) General. The aggregate principal amount of each Series of Notes that may be authenticated and delivered under the Indenture is unlimited. The aggregate principal amount of the Initial Notes initially authorized for authentication and delivery pursuant to this Supplemental Indenture is (i) in the case of 2023 Notes, limited to $650,000,000, (ii) in the case of 2031 Notes, limited to $900,000,000 and (iii) in the case of 2051 Notes, limited to $650,000,000 (in each case, except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 1.3(b), 1.3(c), 4.2(c) and 8.6 of this Supplemental Indenture and Sections 304, 305, 306 and 1107 of the Base Indenture). Pursuant to this Supplemental Indenture, there are hereby created and designated three series of Securities under the Indenture entitled (i) "0.900% Senior Notes due 2023," (ii) "3.125% Senior Notes due 2031" and (iii) "4.400% Senior Notes due 2051," respectively.

In addition, with respect to each Series of Notes, the Company may issue, from time to time subsequent to the Issue Date in accordance with the provisions of the Indenture, additional notes (such notes, the "Additional Notes") of the same Series as such Series of Notes.

The Initial Notes of a Series and any Additional Notes of such Series shall be considered collectively as a single class for all purposes of the Indenture. Holders of the Initial Notes of a Series and any Additional Notes of such Series shall vote and consent together on all matters to which such Holders are entitled to vote or consent as one series of Securities, and none of the Holders of the Initial Notes or the Additional Notes of such Series shall have the right to vote or consent as a separate class or series on any matter to which such Holders are entitled to vote or consent.

Initial Notes of a Series and any Additional Notes of such Series shall be initially issued in the form of one or more permanent Global Securities substantially in the form of Exhibit A, Exhibit B or Exhibit C, as applicable (each, a "Global Note"), duly executed by the Company and authenticated by the Trustee as provided in the Base Indenture. The aggregate principal amount of the Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary or its nominee.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Supplemental Indenture or the Base Indenture or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

The terms and provisions contained in the form of Note for each Series attached as Exhibit A, Exhibit B and Exhibit C hereto, as applicable, shall constitute, and are hereby expressly made, a part of this Supplemental Indenture and the Company, the Subsidiary Guarantor and the Trustee, by their execution and delivery of this Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

The Company shall pay principal of, premium, if any, and interest on the Notes at the office or agency designated by the Company in the Borough of Manhattan, The City of New York. The Company shall pay principal of, premium, if any, and interest on the Global Notes registered in the name of or held by the Depositary or its nominee in immediately available funds to the Depositary or its nominee, as the case may be, as the registered holder of such Global Note. The Company shall make all payments in respect of a Definitive Note by mailing a check to the registered address of each Holder thereof as such address shall appear in the Security Registrar's books; *provided*, *however*, that payments on the Notes represented by Definitive Notes may also be made, in the case of a Holder of at least $1,000,000 aggregate principal amount of Notes of any Series represented by Definitive Notes, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent in accordance with the terms of the Indenture.

(b) Book-Entry Provisions. Except as otherwise stated in this Section 1.3(b) and Section 1.3(c) below, the last two paragraphs of Section 305 of the Base Indenture will apply to the Notes.

(i) This Section 1.3(b) shall apply only to Global Notes deposited with the Notes Custodian with respect to such Notes (as appointed by the Depositary), or any successor Person thereto, which shall initially be the Trustee.

(ii) Each Global Note initially shall (x) be registered in the name of the Depositary for such Global Note or the nominee of such Depositary, (y) be delivered to the Notes Custodian for such Depositary and (z) bear the legend set forth in the applicable Exhibit.

(iii) Members of, or participants in, the Depositary ("Agent Members") shall have no rights under the Indenture with respect to any Global Note held on their behalf by the Depositary or by the Trustee as the custodian of the Depositary or under such Global Note, and the Depositary may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of the Depositary governing the exercise of the rights of a Holder of a beneficial interest in any Global Note.

(iv) The registered Holder of a Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(v) In connection with the transfer of an entire Global Note to beneficial owners pursuant to Section 1.3(c) of this Supplemental Indenture, such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Company shall execute, and the Trustee shall authenticate and deliver, to each beneficial owner identified by the Depositary in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations.

(vi) Any Holder of a Global Note shall, by acceptance of such Global Note, agree that transfers of beneficial interests in such Global Note may be effected only through a book-entry system maintained by (a) the Holder of such Global Note (or its agent) or (b) any Holder of a beneficial interest in such Global Note, and that ownership of a beneficial interest in such Global Note shall be required to be reflected in a book entry.

(c) Definitive Notes. Except as provided in the Indenture, owners of beneficial interests in Global Notes shall not be entitled to receive Definitive Notes. Definitive Notes shall be delivered to all beneficial owners in exchange for their beneficial interests in a Global Note if (i) the Depositary notifies the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary ceases to be a clearing agency registered under the Exchange Act at a time when the Depositary is required to be so registered in order to act as Depositary, and, in each case, a successor depositary is not appointed by the Company within 90 days of such notice or (ii) an Event of Default has occurred and is continuing and the Security Registrar has received a request from the Depositary to deliver Definitive Notes to all beneficial owners in exchange for their beneficial interests in such Global Note.

(d) Initial Notes. The Initial Notes may forthwith be executed by the Company and delivered, together with a Company Order, to the Trustee for authentication and delivery by the Trustee for original issue in accordance with the provisions of Section 303 of the Base Indenture.

(e) Additional Notes. At any time and from time to time after the issuance of the Initial Notes, the Trustee shall authenticate and deliver any Additional Notes of any Series of Notes for original issue in accordance with the provisions of Section 303 of the Base Indenture in an aggregate principal amount determined at the time of issuance and specified in a Company Order which shall be accompanied with the Officers' Certificate or supplemental indenture, as applicable, in respect thereof specified in Section 1.4 of this Supplemental Indenture. Such Company Order shall specify the Series and principal amount of the Additional Notes to be authenticated and the date on which the original issue of such Additional Notes is to be authenticated.

SECTION 1.4. Additional Notes. With respect to any Additional Notes of any Series, there shall be set forth or determined in an Officers' Certificate delivered to the Trustee or established in one or more indentures supplemental to the Indenture, prior to the issuance of such Additional Notes:

(a) the aggregate principal amount of such Additional Notes to be authenticated and delivered; and

(b) the issue price and the issue date of such Additional Notes, including the date from which interest shall accrue and the first interest payment date therefor.

ARTICLE II

CERTAIN DEFINITIONS

SECTION 2.1. Certain Definitions. Section 101 of the Base Indenture is hereby amended by adding the following definitions in their proper alphabetical order which, in the event of a conflict with the definition of terms in the Base Indenture, shall supersede and replace the corresponding definitions in the Base Indenture. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Base Indenture. The rules of construction set forth in Section 101 of the Base Indenture shall be applied hereto as if set forth in full herein, except that unless the context indicates otherwise, references in this Supplemental Indenture to an Article or Section refer to an Article or Section of this Supplemental Indenture, as the case may be.

"2023 Notes Par Call Date" means September 24, 2021.

"2031 Notes Par Call Date" means December 24, 2030.

"2051 Notes Par Call Date" means September 24, 2050.

"Bankruptcy Law" means Title 11 of the United States Code or any similar federal, state or foreign law for the relief of debtors.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that (1) in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time, (2) a Person shall be deemed not to be the beneficial owner of any securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person until such tendered securities are accepted for purchase or exchange thereunder, and (3) a Person shall be deemed not to be the beneficial owner of any securities the beneficial ownership of which (a) arises solely as a result of a revocable proxy delivered in response to a proxy or consent solicitation and (b) is not then reportable on Schedule 13D (or any successor schedule) under the Exchange Act, if applicable. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"Capital Stock" of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including, without limitation, any preferred stock and limited liability company or partnership interests (whether general or limited) of such Person, but excluding any debt securities convertible or exchangeable into such equity.

"Change of Control" means the occurrence of any of the following:

(1) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries taken as a whole to any Person (including any "person" as that term is used in Section 13(d)(3) of the Exchange Act);

(2) the adoption of a plan relating to the liquidation or dissolution of the Company; or

(3) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any Person (including any "person" (as defined above)) becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of the Company, measured by voting power rather than number of shares, units or the like.

Notwithstanding the preceding, a conversion of the Company or any of its Restricted Subsidiaries from a limited partnership, corporation, limited liability company or other form of entity to another form of entity (including by way of merger, consolidation, amalgamation or liquidation) or an exchange of all of the outstanding Capital Stock in one form of entity for Capital Stock in another form of entity or the transfer or redomestication of the Company to or in another jurisdiction shall not constitute a Change of Control if, following such conversion, exchange, transfer or redomestication, the "persons" (as that term is used in Section 13(d)(3) of the Exchange Act) who Beneficially Owned the Capital Stock of the Company immediately prior to such transactions, Beneficially Own in the aggregate more than 50% of the Voting Stock of such entity, or Beneficially Own sufficient Capital Stock in such entity to elect a majority of its directors, managers, trustees or other individuals serving in a similar capacity for such entity or its general partner, as applicable, and, in either case no "person" Beneficially Owns more than 50% of the Voting Stock of such entity or its general partner, as applicable.

"Code" means the Internal Revenue Code of 1986, as amended.

"Comparable Treasury Issue" means the United States Treasury security or securities selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the applicable Series of the Notes to be redeemed (assuming, for purposes of this definition, that such Notes matured on the applicable Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the Notes of such Series.

"Comparable Treasury Price" means, with respect to any Redemption Date, (A) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (B) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Consolidated Net Tangible Assets" means at any date of determination, the total amount of assets of the Company and its Restricted Subsidiaries (less applicable depreciation and valuation reserves and other reserves and items deductible from the gross book value of specific asset accounts under GAAP) after deducting therefrom:

(1) all current liabilities (excluding (A) any current liabilities that by their terms are extendable or renewable at the option of the obligor thereon to a time more than 12 months after the time as of which the amount thereof is being computed, and (B) current maturities of Funded Debt); and

(2) the value of all goodwill, trade names, trademarks, patents, and other like intangible assets, all as set forth on the Company's consolidated balance sheet as of a date no earlier than the date of the Company's latest available annual or quarterly consolidated financial statements prepared in accordance with GAAP.

"Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

"Customary Recourse Exceptions" means with respect to any Non-Recourse Debt, exclusions from the exculpation provisions with respect to such Non-Recourse Debt for the voluntary bankruptcy of a Person, fraud, misapplication of cash, environmental claims, waste, willful destruction and other circumstances customarily excluded by lenders from exculpation provisions or included in separate indemnification agreements in non-recourse financings.

"Default" means, with respect to any Series of Notes, any event which is, or after notice or passage of time or both would be, an Event of Default as to such Series of Notes.

"Definitive Notes" means Notes issued in the form of one or more certificated Notes substantially in the form of Exhibit A, Exhibit B or Exhibit C, as applicable.

"Depositary" means The Depository Trust Company, its nominees and their respective successors and assigns, or such other depository institution hereinafter appointed by the Company.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Funded Debt" means, in respect of any Person, all Indebtedness Incurred by such Person that matures, or is renewable by such Person to a date, more than one year after the date as of which Funded Debt is being determined.

"GAAP" means generally accepted accounting principles in the United States of America as in effect as of the Issue Date, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession.

"Guarantee" means any obligation, contingent or otherwise, of any Person guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise). The term "Guarantee" will not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Holder" means a Person in whose name a Note is registered on the Security Registrar's books.

"Incur" means issue, create, assume, Guarantee, incur or otherwise become liable for. Any Indebtedness of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Subsidiary at the time it becomes a Subsidiary. The terms "Incurred" and "Incurrence" have meanings correlative to the foregoing.

"Indebtedness" means, with respect to any Person on any date of determination, any obligation of such Person, whether contingent or otherwise, for the repayment of borrowed money and any Guarantee thereof.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by the Company.

"Investment Grade Rating" means, as to any Series of Notes, a rating equal to or higher than (1) Baa3 (or the equivalent) with a stable or better outlook by Moody's and (2) BBB– (or the equivalent) with a stable or better outlook by Standard & Poor's; or if either such entity ceases to rate the Notes of such Series for reasons outside of the Company's control, the equivalent investment grade rating from another nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company.

"Issue Date" means March 24, 2021, the date the Initial Notes are first issued under the Indenture.

"Lien" means, with respect to any asset, any mortgage, lien (statutory or otherwise), pledge, hypothecation, charge, security interest, preference, priority or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction. For the avoidance of doubt, (1) an operating lease shall be deemed not to constitute a Lien and (2) a contract that would not be considered a capital lease pursuant to GAAP prior to the effectiveness of Accounting Standards Codification 842 shall be deemed not to constitute a Lien.

"Moody's" means Moody's Investors Service, Inc., or its successor.

"Non-Recourse Debt" means Indebtedness as to which neither the Company nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable as a guarantor or otherwise except, in each case for (i) Customary Recourse Exceptions and (ii) the pledge of (or a Guarantee limited in recourse solely to) the Capital Stock of such Unrestricted Subsidiary.

"Notes Custodian" means the custodian with respect to the Global Notes (as appointed by the Depositary), or any successor Person thereto, and shall initially be the Trustee.

"Officers' Certificate" means a certificate signed by two Officers of the Company.

"Opinion of Counsel" means a written opinion from legal counsel who is reasonably acceptable to the Trustee. The counsel may be an employee of or counsel to the Company or the Trustee.

"Par Call Date" means any of the 2023 Notes Par Call Date, the 2031 Notes Par Call Date and the 2051 Notes Par Call Date.

"Permitted Liens" means, with respect to any Person:

(1) any Lien in favor of the Trustee for the benefit of the Trustee or the Holders of the Notes or otherwise securing the Notes, the Subsidiary Guarantees of the Notes or other obligations under the Indenture;

(2) Liens securing hedging obligations or obligations with regard to treasury management arrangements;

(3) Liens in favor of the Company or a Restricted Subsidiary;

(4) Liens on property of a Person existing at the time such Person becomes a Restricted Subsidiary of the Company or is merged with or into or consolidated with the Company or any Restricted Subsidiary of the Company; provided that such Liens were in existence prior to the contemplation of such Person becoming a Restricted Subsidiary;

(5) Liens on property existing at the time of acquisition of the property by the Company or any Restricted Subsidiary of the Company; provided that such Liens were in existence prior to such acquisition and not Incurred in contemplation of such acquisition;

(6) Liens to secure the performance of statutory or regulatory obligations, insurance, surety or appeal bonds, workers' compensation obligations, bid, plugging and abandonment and performance bonds or other obligations of a like nature incurred in the ordinary course of business (including Liens to secure letters of credit issued to assure payment of such obligations);

(7) Liens to secure Indebtedness represented by capital lease obligations, finance lease obligations, mortgage financings or purchase money obligations or other Indebtedness, in each case, incurred for the purpose of financing all or any part of the purchase price, other acquisition cost or cost of design, construction, installation, development, repair or improvement of property, plant or equipment used in the business of the Company or any of its Restricted Subsidiaries, and all refinancing indebtedness Incurred to renew, refund, refinance, replace, defease, discharge or otherwise retire for value, in whole or in part, such Indebtedness, covering only the assets acquired with or financed by such Indebtedness;

(8) Liens existing on the date hereof;

(9) filing of Uniform Commercial Code financing statements as a precautionary measure in connection with operating leases;

(10) bankers' Liens, rights of setoff, rights of revocation, refund or chargeback with respect to money or instruments of the Company or any Restricted Subsidiary, Liens arising out of judgments or awards and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(11) Liens in respect of Production Payments and Reserve Sales; provided, that such Liens are limited to the property that is subject to such Production Payments and Reserve Sales;

(12) Liens arising under oil and gas leases or subleases, assignments, farm-out agreements, farm-in agreements, division orders, contracts for the sale, purchase, exchange, transportation, gathering or processing of hydrocarbons, unitizations and pooling designations, declarations, orders and agreements, development agreements, joint venture agreements, partnership agreements, operating agreements, royalties, working interests, net profits interests, joint interest billing arrangements, participation agreements, production sales contracts, area of mutual interest agreements, gas balancing or deferred production agreements, injection, repressuring and recycling agreements, salt water or other disposal agreements, seismic or geophysical permits or agreements, licenses, sublicenses and other agreements that are customary in the oil and gas business; *provided*, *however*, in all instances that such Liens are limited to the assets that are the subject of the relevant agreement, program, order or contract;

(13) Liens imposed by law or ordinary course of business contracts, including, without limitation, carriers', warehousemen's, suppliers', mechanics', materialmen's, repairmen's and similar Liens;

(14) Liens in favor of issuers of surety or performance bonds or letters of credit or bankers' acceptances issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(15) survey exceptions, encumbrances, ground leases, easements, restrictions, servitudes, permits, conditions, covenants, exceptions or reservations of, or rights of others for, licenses, rights-of-way, roads, pipelines, transmission liens, transportation liens, distribution lines for the removal of gas, oil, coal or other minerals or timber, sewers, electric lines, telegraph and telephone lines and other similar purposes, or for the joint or common use of real estate, rights of way, facilities and equipment, Liens related to surface leases and surface operations, or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of the Company or any Restricted Subsidiary of the Company or to the ownership of its properties that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Company or any Restricted Subsidiary of the Company;

(16) leases, licenses, subleases and sublicenses of assets that do not materially interfere with the ordinary conduct of the business of the Company or any Restricted Subsidiary of the Company;

(17) any interest or title of a lessor under any operating lease;

(18) Liens on pipelines or pipeline facilities that arise by operation of law;

(19) Liens on, or related to, properties or assets to secure all or part of the costs incurred in the ordinary course of business for the exploration, drilling, development, production, processing, gathering, transportation, marketing or storage, plugging, abandonment or operation thereof;

(20) Liens under industrial revenue, municipal or similar bonds; and

(21) any Lien renewing, extending, refinancing, replacing or refunding a Lien permitted by this definition, provided that (a) the principal amount of the Indebtedness secured by such Lien is not increased except by an amount equal to accrued interest and any premium or other amount paid, and fees, costs and expenses incurred, in connection therewith and by an amount equal to any existing commitments unutilized thereunder and (b) no assets are encumbered by any such Lien other than the assets permitted to be encumbered immediately prior to such renewal, extension, refinancing, replacement or refunding.

In each case set forth above, notwithstanding any stated limitation on the assets or property that may be subject to such Lien, a Permitted Lien on a specified asset or property or group or type of assets or property may include Liens on all improvements, additions, repairs, attachments and accessions thereto, construction thereon, assets and property affixed or appurtenant thereto, parts, replacements and substitutions therefor and all products and proceeds thereof, including dividends, distributions, interest and increases in respect thereof.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"Principal Property" means all property interests in oil and gas reserves located in the United States capable of producing hydrocarbon substances in paying quantities, the net book value of which exceeds 2% of Consolidated Net Tangible Assets, other than: (1) property not of material importance to the business of the Company and its Subsidiaries, taken as a whole; (2) assets used in midstream operations; (3) accounts receivable; and (4) production or proceeds from the production of hydrocarbons.

"Production Payments and Reserve Sales" means the grant or transfer by the Company or any of its Restricted Subsidiaries to any Person of a royalty, overriding royalty, net profits interest, production payment, partnership or other interest in oil and gas properties, reserves or the right to receive all or a portion of the production or the proceeds from the sale of production attributable to such properties where the holder of such interest has recourse solely to such production or proceeds of production, subject to the obligation of the grantor or transferor to operate and maintain, or cause the subject interests to be operated and maintained, in a reasonably prudent manner or other customary standard or subject to the obligation of the grantor or transferor to indemnify for environmental, title or other matters customary in the oil and gas business, including any such grants or transfers pursuant to incentive compensation programs on terms that are reasonably customary in the oil and gas business for geologists, geophysicists or other providers of technical services to the Company or any of its Restricted Subsidiaries.

"Rating Agencies" means Standard & Poor's and Moody's or if Standard & Poor's or Moody's or both shall not make a rating on the Notes of any Series publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company shall be substituted for Standard & Poor's or Moody's or both, as the case may be.

"Ratings Decline" means the occurrence of either of the following with respect to a Series of the Notes: (1) if such Notes are not rated Investment Grade by both of the Rating Agencies on the first day of the Trigger Period, such Notes are downgraded by both of the Rating Agencies on any date during the Trigger Period by at least one rating category (e.g., from BB+ to BB or Ba1 to Ba2) from the applicable rating of such Notes on the first day of the Trigger Period, or (2) if such Notes are rated Investment Grade by both of the Rating Agencies on the first day of the Trigger Period, such Notes cease to be rated Investment Grade by both of the Rating Agencies on any date during the Trigger Period.

"Reference Treasury Dealer" means at least four primary U.S. Government securities dealers in The City of New York as the Company shall select.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Company, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 3:30 p.m. New York time on the third business day in The City of New York preceding such redemption date.

"Responsible Officer" shall mean, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of the Indenture.

"Restricted Subsidiary" of any Person means any Subsidiary of the Person that is not an Unrestricted Subsidiary.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Standard & Poor's" means S&P Global Ratings, or its successor.

"Stated Maturity" means, with respect to any security or Indebtedness, the date specified in such security or Indebtedness as the fixed date on which the payment of principal of such security or Indebtedness is due and payable, including, without limitation, pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"Subsidiary" with respect to any Person, means any (i) corporation, limited liability company or other entity (other than a partnership) of which the outstanding Capital Stock having a majority of the votes entitled to be cast in the election of directors, managers or trustees of such entity under ordinary circumstances shall at the time be owned, directly or indirectly, by such Person or any other Person of which a majority of the voting interests under ordinary circumstances is at the time, directly or indirectly, owned by such Person or (ii) partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"Treasury Rate" means, with respect to any Redemption Date, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate will be calculated or be caused to be calculated by the Company at least two days prior to the applicable Redemption Date of the Notes of any Series and the Company shall deliver such calculation to the Trustee in reasonable detail. The Trustee shall have no duty to verify any such calculation or the Redemption Price of the Notes with respect thereto.

"Trigger Period" means, as to a Series of Notes, the period commencing on the date of the public notice of an arrangement that could result in a Change of Control and ending on the date 30 days after public notice of the occurrence of the Change of Control (which period will be extended so long as the rating of the Notes of such Series is under publicly announced consideration for possible downgrade by either of the Rating Agencies and the other Rating Agency has either downgraded, or publicly announced that it is considering downgrading, the Notes of such Series).

"Unrestricted Subsidiary" means (1) Viper Energy Partners GP LLC, (2) Viper Energy Partners LP, (3) Viper Energy Partners LLC, (4) Rattler Midstream GP LLC, (5) Rattler Midstream LP, (6) Rattler Midstream Operating LLC, (7) Tall City Towers LLC, (8) Rattler OMOG LLC, (9) Rattler Ajax Processing LLC, (10) any other Subsidiary of the Company designated as such pursuant to and in compliance with the Indenture and (11) any Subsidiary of an Unrestricted Subsidiary. Notwithstanding the foregoing, if OMOG JV LLC or Amarillo Rattler LLC shall constitute a Subsidiary of the Company, it shall constitute an Unrestricted Subsidiary.

"Voting Stock" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors, managers or trustees, as applicable.

In addition to the terms defined above, the following terms are defined in this Supplemental Indenture where indicated below:

Term	Defined in Section
"2023 Notes"	Recitals
"2031 Notes"	Recitals
"2051 Notes"	Recitals
"Additional Notes"	1.3(a)
"Alternate Offer"	4.2(d)
"Agent Members"	1.3(b)(iii)
"Base Indenture"	Preamble
"Change of Control Offer"	4.2(b)
"Change of Control Payment"	4.2(b)(1)
"Change of Control Payment Date"	4.2(b)(2)
"Change of Control Triggering Event"	4.2(a)
"Event of Default"	6.1(a)
"Global Note"	1.3(a)
"Indenture"	Preamble
"Initial Notes"	Recitals
"Notes"	Recitals
"payment default"	6.1(a)(5)(A)
"Series" or "Series of Notes"	Recitals
"Subsidiary Credit Facility"	9.1
"Subsidiary Guarantee"	Article IX
"Subsidiary Guarantor"	Article IX
"Supplemental Indenture"	Preamble

ARTICLE III

REDEMPTION

SECTION 3.1. Optional Redemption.

(a) Except as set forth in Section 3.1(b), the Notes will be redeemable at the Company's option, at any time in whole or from time to time in part, in principal amounts of $2,000 or any integral multiple of $1,000 in excess thereof, upon not less than 10 nor more than 60 days' notice on any date prior to the Stated Maturity of such Notes.

(b) Except as set forth in Section 4.2(e), the 2023 Notes may not be redeemed in whole or in part at any time prior to the 2023 Notes Par Call Date. (i) Before the 2031 Notes Par Call Date, the 2031 Notes may be redeemed, and (ii) before the 2051 Notes Par Call Date, the 2051 Notes may be redeemed, in each case at a Redemption Price equal to the greater of (A) 100% of the principal amount of the Notes to be redeemed and (B) the sum of the present values of the remaining scheduled payments of principal and interest on such Notes to be redeemed that would have become due after the Redemption Date if such Notes matured on such Par Call Date but for the redemption (not including any portion of such payments consisting of interest accrued to but not including the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year comprising twelve 30-day months) at the Treasury Rate plus (y) 25 basis points in the case of the 2031 Notes or (z) 30 basis points in the case of the 2051 Notes, plus, in each case, interest accrued on such Notes to but not including the Redemption Date (provided that interest payments due on or prior to the Redemption Date will be paid to the record Holders of such Notes on the relevant Regular Record Date).

(c) (i) On or after the 2023 Notes Par Call Date, the 2023 Notes may be redeemed, (ii) on or after the 2031 Notes Par Call Date, the 2031 Notes may be redeemed, and (iii) on or after the 2051 Notes Par Call Date, the 2051 Notes may be redeemed, in each case at a Redemption Price equal to 100% of the principal amount of the Notes to be redeemed plus interest accrued thereon to but not including the Redemption Date (provided that interest payments due on or prior to the Redemption Date will be paid to the record Holders of such Notes on the relevant Regular Record Date).

SECTION 3.2. Sinking Fund; Mandatory Redemption. The Company is not required to make mandatory redemption payments or sinking fund payments with respect to the Notes. Accordingly, Article XII of the Base Indenture shall not apply to the Notes.

SECTION 3.3. Redemption Provisions. Notwithstanding anything herein to the contrary, notices may be sent more than 60 days prior to a Redemption Date if the notice is issued in connection with a Covenant Defeasance or Defeasance with respect to the Series of Notes or a satisfaction and discharge of the Indenture with respect to the applicable Series of Notes. Notice of any redemption may, at the Company's discretion, be subject to one or more conditions precedent. If a redemption is subject to satisfaction of one or more conditions precedent, the Redemption Date may be delayed up to 10 Business Days at the Company's election. If such conditions precedent are not satisfied within 10 Business Days after the proposed Redemption Date, such redemption shall not occur and the notice thereof shall be deemed rescinded. In addition to (and not in limitation of) the Company's rights described above, under certain circumstances as described in Section 4.2(e) of this Supplemental Indenture, in the event that Holders of not less than 90% in aggregate principal amount of the Outstanding Notes of a Series accept a Change of Control Offer and the Company purchases such Notes, the Company will have the right to redeem all of the Notes of that Series that remain outstanding following such purchase. A notice of redemption need not set forth the exact Redemption Price but only the manner of calculation thereof. Except as otherwise stated in this Article III or to the extent inconsistent with this Article III, Article XI of the Base Indenture shall apply to the Notes.

ARTICLE IV

COVENANTS

Articles VII and X of the Base Indenture shall apply to the Notes, and the covenants in such Articles shall be deemed included in the Indenture for the benefit of the Notes, except that Section 704 of the Base Indenture shall not apply to the Notes, and the covenants in Section 704 of the Base Indenture shall be deemed included in the Indenture solely for the benefit of Series of Securities other than the Notes.

In addition, the following covenants in this Article IV shall apply to the Notes and shall be deemed included in the Indenture solely for the benefit of the Notes:

SECTION 4.1. Limitation on Liens. The Company will not, and will not permit any of its Restricted Subsidiaries to, create, Incur, or suffer or permit to exist, any Lien securing Funded Debt (other than Permitted Liens) upon any Principal Property, whether owned on the Issue Date or acquired after that date, unless the Indebtedness due under the Indenture (as it relates to the Notes and the Subsidiary Guarantees of the Notes), the Notes and the Subsidiary Guarantees of the Notes (if any) is secured equally and ratably with (or senior in priority to in the case of Liens with respect to Funded Debt that is expressly subordinated to the Notes or the Subsidiary Guarantees of the Notes) the Funded Debt secured by such Lien for so long as such Funded Debt is so secured.

Notwithstanding the preceding paragraph, the Company may, and may permit any Restricted Subsidiary of the Company to, create, Incur, or suffer or permit to exist, any Lien securing Funded Debt without securing the Indebtedness due under the Indenture, the Notes and the Subsidiary Guarantees of the Notes if the aggregate principal amount of such Funded Debt secured by such Lien, together with the aggregate outstanding principal amount of all other Funded Debt of the Company and of any Restricted Subsidiary of the Company secured by any Liens (other than Permitted Liens), does not at the time such Funded Debt is created, Incurred or assumed (or, if later, at the time such Lien is created, Incurred or assumed) exceed the greater of (i) 15% of Consolidated Net Tangible Assets at such time and (ii) $3,350,000,000.

SECTION 4.2. Change of Control.

(a) If a Change of Control occurs with respect to any Series of Notes and is accompanied by a Ratings Decline of the Notes with respect to such Series (together, a "Change of Control Triggering Event"), unless the Company has exercised its right to redeem all of the Notes of such Series pursuant to Section 3.1 of this Supplemental Indenture, each Holder of Notes of such Series will have the right to require the Company to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes of such Series at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on the relevant Regular Record Date to receive interest due on the relevant Interest Payment Date).

(b) Within 30 days following any Change of Control Triggering Event, unless the Company has exercised its right to redeem all of the Notes of such Series pursuant to Section 3.1 of this Supplemental Indenture, the Company will send a notice (the "Change of Control Offer") to each Holder of Notes of such Series, with a copy to the Trustee, stating:

(1) that a Change of Control Triggering Event has occurred or will occur and that such Holder has the right to require the Company to purchase such Holder's Notes at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on a Regular Record Date to receive interest on the relevant Interest Payment Date) (the "Change of Control Payment");

(2) the repurchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is sent, or such later date as is necessary to comply with the requirements under the Exchange Act) (as to such Series, the "Change of Control Payment Date"); *provided* that the Change of Control Payment Date may not occur prior to the Change of Control Triggering Event; and

(3) the procedures determined by the Company, consistent with the Indenture, that a Holder must follow in order to have its Notes repurchased.

(c) On the Change of Control Payment Date as to any Series, the Company will, to the extent lawful:

(1) accept for payment all Notes of such Series or portions of such Notes (of $2,000 or an integral multiple of $1,000 in excess thereof) properly tendered and not withdrawn pursuant to the Change of Control Offer;

(2) deposit, to the extent not previously deposited for such purpose, with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes of such Series so tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes of such Series, to the extent not previously delivered for such purpose, so accepted and an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

The Paying Agent will promptly send to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail or deliver (or cause to be transferred by book entry) to each Holder a new Note of like Series equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each such new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. The Paying Agent will deliver the Change of Control Payment for Global Notes in immediately available funds to the Depositary or its nominee, as the case may be, as the registered Holder of such Global Note.

The Change of Control provisions described in this Section 4.2 will be applicable whether or not any other provisions of the Indenture are applicable.

(d) The Company will not be required to make a Change of Control Offer upon a Change of Control Triggering Event as to any Series if (1) a third party makes the Change of Control Offer in the manner, at the time and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes of such Series properly tendered and not withdrawn under such Change of Control Offer, (2) notice of redemption has been given pursuant to Section 3.1 of this Supplemental Indenture as to such Series unless and until there is a default in payment of the applicable redemption price, or (3) in connection with or in contemplation of any Change of Control, the Company has made an offer to purchase (an "Alternate Offer") any and all Notes of such Series validly tendered at a cash price equal to or higher than the Change of Control Payment and, on and after the relevant Change of Control Payment Date, has purchased all Notes of such Series properly tendered in accordance with the terms of such Alternate Offer. Notwithstanding anything to the contrary contained in the Indenture, a Change of Control Offer may be made in advance of a Change of Control Triggering Event, conditioned upon the occurrence of such Change of Control Triggering Event, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

(e) In addition to (and not in limitation of) the rights of the Company in Section 3.1 of this Supplemental Indenture, in the event that Holders of not less than 90% in aggregate principal amount of the Outstanding Notes of a Series accept a Change of Control Offer or an Alternate Offer and the Company (or any third party making such Change of Control Offer in lieu of the Company pursuant to Section 4.2(d) of this Supplemental Indenture) purchases all of the Notes of such Series held by such Holders, the Company will have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following the purchase pursuant to the Change of Control Offer or Alternate Offer, to redeem all of the Notes of that Series that remain outstanding following such purchase at a redemption price equal to the Change of Control Payment plus, to the extent not included in the Change of Control Payment, accrued and unpaid interest on the Notes of that Series that remain outstanding, to the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on an interest payment date that is on or prior to the redemption date).

(f) The Company will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this Section 4.2. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will be deemed not to have breached its obligations under the Indenture by virtue of the conflict.

SECTION 4.3. Reports.

(a) The Company will furnish or file with the Trustee, within 15 days after it files the same with the SEC, copies of the annual reports and the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) that the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act. If the Company is not subject to the requirements of Section 13 or 15(d) of the Exchange Act, the Company will furnish to all Holders of the Notes and prospective purchasers of the Notes designated by the Holders of the Notes, promptly on their request, the information required to be delivered pursuant to Rule 144A(d)(4) promulgated under the Securities Act. For purposes of this Section 4.3, the Company will be deemed to have furnished such reports and information to, or filed such reports and information with, the Trustee and the Holders of Notes and prospective purchasers as required by this Section 4.3 if it has filed such reports or information with the SEC via the EDGAR filing system or otherwise made such reports or information publicly available on a freely accessible page on the Company's website. The Trustee shall have no obligation whatsoever to determine whether or not such reports and information have been filed or have been posted on such website.

(b) The Company also shall comply with the other provisions of Section 314(a) of the Trust Indenture Act.

(c) The Company will deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any events that would constitute an Event of Default as to any Series of Notes, unless such Event of Default has been cured or waived before the end of such 30-day period, their status and what action the Company is taking or proposing to take in respect thereof.

(d) Delivery of any reports, information and documents to the Trustee pursuant to paragraphs (a) and (b) above is for informational purposes only and the Trustee's receipt of such shall not constitute notice, constructive or otherwise, of any information contained therein or determinable from information contained therein, including the compliance by the Company with any of the Company's covenants (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

SECTION 4.4. Unrestricted Subsidiaries.

(a) The Board of Directors of the Company may after the Issue Date designate any Subsidiary as an "Unrestricted Subsidiary" if: (1) no Default or Event of Default shall have occurred and be continuing at the time of or after giving effect to such designation; and (2) such Subsidiary has no Indebtedness other than Non-Recourse Debt.

(b) The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of the Company. Any such designation will be deemed to be an incurrence of Funded Debt and Liens by a Restricted Subsidiary of the Company of any outstanding Funded Debt and Liens, respectively, of such Unrestricted Subsidiary, and such designation will only be permitted if no Default or Event of Default would be in existence following such designation.

ARTICLE V

CONSOLIDATION, MERGER, SALE, CONVEYANCE, TRANSFER OR LEASE

Sections 801 and 802 of the Base Indenture shall apply to the Notes, and the covenants therein shall be deemed included in the Indenture for the benefit of the Notes.

ARTICLE VI

DEFAULTS AND REMEDIES

Sections 501 and 502 of the Base Indenture shall not apply to the Notes, and shall be deemed not to be included in the Indenture for the benefit of the Notes.

Sections 6.1 and 6.2 below shall apply to the Notes and shall be deemed to be included in the Indenture solely for the benefit of the Notes:

SECTION 6.1. Events of Default.

(a) Each of the following is an "Event of Default" as to any Series:

(1) default in any payment of interest on any Note of such Series when due, continued for 30 days;

(2) default in the payment of principal of or premium, if any, on any Note of such Series when due at its Stated Maturity, upon optional redemption, upon required repurchase, upon acceleration or otherwise;

(3) failure by the Company to comply for 180 days after notice as provided below with Section 4.3 of this Supplemental Indenture;

(4) failure by the Company to comply for 90 days after notice as provided below with its other agreements contained in the Indenture (as it relates to the Notes of such Series) or the Notes of such Series;

(5) default under any mortgage, indenture or similar instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by the Company or the Subsidiary Guarantor (or the payment of which is Guaranteed by the Company or the Subsidiary Guarantor), other than Indebtedness owed to a Subsidiary, whether such Indebtedness or Guarantee now exists or is created after the Issue Date, which default:

(A) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness ("payment default"); or

(B) results in the acceleration of such Indebtedness prior to its maturity;

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there is an outstanding uncured payment default or the maturity of which has been and remains so accelerated, aggregates $150.0 million or more;

(6) the Company, pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case or voluntary proceeding;

(B) consents to the entry of a judgment, decree or order for relief against it in an involuntary case or involuntary proceeding;

(C) consents to the appointment of a Custodian of it or for any substantial part of its property;

(D) makes a general assignment of substantially all of its property for the benefit of its creditors; or

(E) transmits its written consent to or acquiescence in the institution of a bankruptcy proceeding or other collective proceeding for relief by or against its creditors generally;

(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief in an involuntary case against the Company, pursuant to or within the meaning of the Bankruptcy Law;

(B) appoints a Custodian for all or substantially all of the property of the Company, pursuant to or within the meaning of the Bankruptcy Law; or

(C) orders the winding up or liquidation of the Company, pursuant to or within the meaning of the Bankruptcy Law; and

in case of (A), (B) or (C), the order or decree remains unstayed or not dismissed and in effect for 60 days following the entry, issuance or effective date thereof; or

(8) the Subsidiary Guarantee by the Subsidiary Guarantor in respect of the Notes of such Series ceases to be in full force and effect (except as contemplated by the terms of the Indenture) or is declared null and void in a judicial proceeding or the Subsidiary Guarantor denies or disaffirms its obligations under the Indenture or such Subsidiary Guarantee, in each case unless such Subsidiary Guarantee has been released pursuant to the terms of the Indenture.

(b) Notwithstanding Section 6.1(a), a default under Section 6.1(a)(3) or Section 6.1(a)(4) will not constitute an Event of Default as to any Series until the Trustee or the Holders of at least 25% in principal amount of the then Outstanding Notes of such Series notify the Company in writing of the Default and the Company does not cure such Default within the time specified in Section 6.1(a)(3) or Section 6.1(a)(4) after receipt of such notice. Such notice must specify the Default, demand that it be remedied, and state that such notice is a “Notice of Default.”

SECTION 6.2. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default (other than an Event of Default described in Section 6.1(a)(6) or (7)) occurs and is continuing as to any Series, the Trustee by written notice to the Company, or Holders of at least 25% in principal amount of the then outstanding Notes of such Series by written notice to the Company and the Trustee, may, and the Trustee at the request of Holders of at least 25% in principal amount of the then Outstanding Notes of such Series shall, declare the principal, premium, if any, and accrued and unpaid interest, if any, on all the Notes of such Series to be due and payable. Such notice must specify the Event of Default and state that such notice is a "Notice of Acceleration." Upon such a declaration, such principal, premium, if any, and accrued and unpaid interest will be due and payable immediately.

In the event of a declaration of acceleration of the Notes of any Series because an Event of Default described in Section 6.1(a)(5) has occurred and is continuing, the declaration of acceleration of the Notes of such Series shall be automatically annulled if the Default triggering such Event of Default pursuant to Section 6.1(a)(5) shall be remedied or cured by the Company or waived by the Holders of the relevant Indebtedness within 20 days after the written notice of declaration of acceleration of the Notes of such Series with respect thereto is received by the Company and if (1) the annulment of the acceleration of the Notes of such Series would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, except nonpayment of principal, premium, if any, or interest on the Notes of such Series that became due solely because of the acceleration of such Notes, have been cured or waived.

If an Event of Default pursuant to Section 6.1(a)(6) or (7) occurs as to any Series, the principal, premium, if any, and accrued and unpaid interest on all the Notes of such Series will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders.

At any time after a declaration of acceleration as to any Series, but before a judgment or decree for the payment of the money due has been obtained by the Trustee, the Holders of a majority in principal amount of the Outstanding Notes of such Series may by notice to the Trustee and the Company (including, without limitation, waivers and consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) waive all past defaults (except with respect to nonpayment of principal, premium, if any, or interest) and rescind any such acceleration with respect to the Notes of such Series and its consequences if (1) rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, other than the nonpayment of the principal of, premium, if any, and interest on the Notes of such Series that have become due solely by such declaration of acceleration, have been cured or waived.

ARTICLE VII

SATISFACTION AND DISCHARGE; DEFEASANCE

The satisfaction and discharge and Defeasance and Covenant Defeasance provisions in Articles IV and XIII of the Base Indenture shall be applicable to the Notes of each Series and the Subsidiary Guarantee thereof.

In the case of a Covenant Defeasance as to any Series, (i) the Company will be released from its obligations to comply with Sections 4.1, 4.2 and 4.3 of this Supplemental Indenture (for the benefit of Holders of Notes of such Series), Section 1004 of the Base Indenture (for the benefit of Holders of Notes of such Series), and Section 801 of the Base Indenture (other than Section 8.01(2)) and (ii) the events described in Section 6.1(a), clauses (3), (4) and (8) of this Supplemental Indenture shall no longer constitute Events of Default with respect to Notes of such Series.

If the Company exercises its Defeasance or its Covenant Defeasance option in respect of any Series of Notes, or satisfies and discharges the Indenture with respect to the Notes of any Series, in each case the Subsidiary Guarantee in respect of such Notes (if in effect at such time) will terminate.

ARTICLE VIII

AMENDMENT, SUPPLEMENT AND WAIVER

Article IX of the Base Indenture shall not apply to the Notes, provided that nothing in this Supplemental Indenture shall limit or affect the provisions of Article IX of the Base Indenture (including Section 901(5) and Section 901(7) thereof) insofar as relating to any amendment or waiver in respect of any series of Securities other than the Notes.

SECTION 8.1. Without Consent of Holders. Notwithstanding Section 8.2 and Section 8.3, without the consent of any Holder of Notes of a Series, the Company and the Trustee may amend or supplement this Supplemental Indenture (as it relates to Notes of any Series and the Subsidiary Guarantee of such Series), the Base Indenture (as it relates to the Notes of such Series and the Subsidiary Guarantee of such Series) and the Notes of such Series to:

(1) cure any ambiguity, omission, defect or inconsistency;

(2) provide for the assumption by a successor entity of the obligations of the Company under this Supplemental Indenture, the Base Indenture (as it relates to the Notes of such Series) or the Notes of such Series in accordance with Section 801 and Section 802 of the Base Indenture;

(3) provide for or facilitate the issuance of uncertificated Notes of such Series in addition to or in place of certificated Notes (provided that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code);

(4) add Guarantees with respect to the Notes of such Series or evidence the release of a Guarantor from its Guarantee in accordance with the applicable provisions of the Indenture;

(5) secure the Notes of such Series or any Guarantee thereof;

(6) add covenants of the Company or other obligor under the Indenture (as it relates to the Notes of such Series) or the Notes of such Series or the respective Guarantees thereof, as the case may be, or Events of Default for the benefit of the Holders of the Notes of such Series or the Guarantees of such Series or to make other changes that would provide additional rights to the Holders of the Notes of such Series or to surrender any right or power conferred upon the Company or other such obligor;

(7) make any change that does not adversely affect the legal or contractual rights of any Holder under the Indenture (as it relates to the Notes of such Series) or the Notes of such Series;

(8) evidence and provide for the acceptance of an appointment under the Indenture (as it relates to the Notes of such Series) of a successor trustee; *provided* that the successor trustee is otherwise qualified and eligible to act as such under the terms of the Indenture (as it relates to the Notes of such Series);

(9) provide for the issuance of Additional Notes of such Series permitted to be issued under the Indenture (as it relates to the Notes of such Series);

(10) comply with the rules of any applicable securities depositary; or

(11) conform the text of this Supplemental Indenture (as it relates to Notes of any Series or the Subsidiary Guarantees of such Series), the Base Indenture (as it relates to the Notes of such Series or the Subsidiary Guarantee of such Series), the Notes of such Series or the Subsidiary Guarantee of such Series to any provision of the section of the Company's Prospectus Supplement dated March 18, 2021 entitled "Description of Notes" or the "Description of Debt Securities" set forth in the accompanying base prospectus to the extent that such provision in the "Description of Notes" or the "Description of Debt Securities" was intended to be a verbatim recitation of a provision of the Indenture (as it relates to the Notes of such Series or the Subsidiary Guarantee of such Series), the Notes of such Series or the Subsidiary Guarantee of such Series, which intent shall be established by an Officers' Certificate.

After an amendment, supplement or waiver under the Indenture becomes effective, the Company is required to send to the applicable Holders a notice briefly describing such amendment, supplement or waiver. However, the failure to give such notice to all the Holders, or any defect in the notice, will not impair or affect the validity of any amendment, supplement or waiver.

SECTION 8.2. With Consent of Holders. Except as set forth in Section 8.1 and Section 8.3, the Company and the Trustee may amend or supplement this Supplemental Indenture (as it relates to Notes of any Series and the Subsidiary Guarantee of such Series), the Base Indenture (as it relates to Notes of any Series and the Subsidiary Guarantee of such Series) and the Notes of such Series with the consent of the Holders of a majority in principal amount of the Notes of such Series then Outstanding voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes of such Series) and any past default or compliance with any provisions of this Supplemental Indenture (as it relates to the Notes of any Series), the Base Indenture (as it relates to the Notes of such Series) and the Notes of such Series may be waived with the consent of the Holders of a majority in principal amount of the Notes of such Series then Outstanding voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes of such Series).

The consent of the Holders is not necessary under the Indenture to approve the particular form of any proposed amendment, supplement or waiver. It is sufficient if such consent approves the substance of the proposed amendment, supplement or waiver. A consent to any amendment, supplement or waiver under the Indenture by any Holder of Notes of any Series given in connection with a tender of such Holder's Notes will not be rendered invalid by such tender.

SECTION 8.3. Limitations. Notwithstanding Section 8.2, without the consent of each Holder of an Outstanding Note of any Series affected, no amendment, supplement or waiver may (with respect to any Notes of such Series held by a non-consenting Holder):

(1) reduce the principal amount of Notes of such Series whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the stated rate of interest or extend the stated time for payment of interest on any Note of such Series;

(3) reduce the principal of or extend the Stated Maturity of any Note of such Series;

(4) waive a Default or Event of Default in the payment of principal of, premium, if any, or interest on the Notes of such Series (except a rescission of acceleration of the Notes of such Series by Holders of a majority in aggregate principal amount of the then outstanding Notes of such Series with respect to a nonpayment default and a waiver of the payment default that resulted from such acceleration);

(5) reduce the premium payable upon the redemption or repurchase of any Note of such Series or change the time at which any Note of such Series may be redeemed or repurchased as described under Section 4.2 or Article III, whether through an amendment or waiver of Section 4.2, Article III, related definitions or otherwise (except amendments to the definitions of "Change of Control," "Change of Control Triggering Event" or "Trigger Period");

(6) make any Note of such Series payable in money other than that stated in the Note;

(7) impair the right of any Holder to receive payment of principal, premium, if any, and interest on such Holder's Notes of such Series on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Notes;

(8) modify the Subsidiary Guarantee of the Notes of such Series in any manner adverse to the Holders of the Notes of such Series; or

(9) make any change in the amendment or waiver provisions that require each Holder's consent.

SECTION 8.4. Compliance with Trust Indenture Act. Every amendment to this Supplemental Indenture, the Base Indenture (as it relates to the Notes) or the Notes shall be set forth in a supplemental indenture hereto that complies with the Trust Indenture Act as then in effect. The Trustee shall have no responsibility or liability for whether this Supplemental Indenture, the Base Indenture, the Notes, or any amendment to any of them complies with the Trust Indenture Act or the Company's compliance with the Trust Indenture Act.

SECTION 8.5. Revocation and Effect of Consents. Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of Notes is a continuing consent by the Holder and every subsequent Holder of the Notes or portion of such Notes that evidences the same debt as the consenting Holder's Note or Notes, even if notation of the consent is not made on any such Note. However, any such Holder or subsequent Holder may revoke the consent as to its Notes or portion of such Notes if the Trustee receives the notice of revocation before the date the amendment or waiver becomes effective.

Any amendment or waiver in respect of a Series of Notes once effective shall bind every Holder of Notes of such Series affected by such amendment or waiver unless it is of the type described in any of the clauses of Section 8.3. In that case, the amendment or waiver shall bind each Holder of a Note who has consented to it and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Supplemental Indenture in respect of a Series of Notes or the Base Indenture (as it relates to the Notes of such Series). If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Holders of Notes of such Series at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders of Notes of such Series after such record date.

SECTION 8.6. Notation on or Exchange of Notes. The Trustee may place an appropriate notation about an amendment or waiver on the Notes. The Company in exchange for the Notes may issue and the Trustee shall authenticate upon written request new Notes that reflect the amendment or waiver.

SECTION 8.7. Effect of Supplemental Indenture. Upon the execution of any supplemental indenture under this Article VIII, the Indenture (including this Supplemental Indenture) shall be modified in accordance therewith, and such supplemental indenture shall form a part of the Indenture for all purposes; and every Holder of Notes of the applicable Series theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

ARTICLE IX

SUBSIDIARY GUARANTEE

Article XIV of the Base Indenture shall apply to each Series of the Notes, except as described in this Article IX. The Notes of any Series will be fully and unconditionally Guaranteed (such Guarantee, with respect to such Series, the "Subsidiary Guarantee") by Diamondback O&G LLC (such entity during the period (and only during such period) that the Subsidiary Guarantee is in effect as to such Series, with respect to such Series, the "Subsidiary Guarantor") as a "Guarantor" as defined in the Base Indenture.

SECTION 9.1. Release of a Guarantor. Solely with respect to the Notes, the ninth paragraph of Section 1401 of the Base Indenture shall not apply to the Notes and instead the following shall apply:

The Subsidiary Guarantor shall be released and discharged automatically and unconditionally from all its obligations under the Indenture and its Guarantee with respect to a Series of Notes, and will cease to be a Guarantor with respect to such Notes, without any further action required on the part of the Trustee or any Holder, (a) upon the release or discharge of the Company's Guarantee of the Subsidiary Guarantor's obligations under its revolving credit facility (as amended, modified, restated, amended and restated or otherwise replaced or refinanced from time to time, the "Subsidiary Credit Facility"), (b) upon the release or discharge of the Subsidiary Guarantor's obligations under the Subsidiary Credit Facility, (c) in connection with any Covenant Defeasance or Defeasance pursuant to Article XIII of the Base Indenture as to such Series or satisfaction and discharge of such Series of Notes pursuant to Article IV of the Base Indenture and Article VII of this Supplemental Indenture, or (d) if no Event of Default has occurred and is then continuing as to such Series, upon the liquidation or dissolution of the Subsidiary Guarantor.

In the event the Subsidiary Guarantor as to any Series is sold or disposed of (whether by merger, consolidation, the sale of a sufficient amount of its (or an intermediate holding company's) Capital Stock so that the Subsidiary Guarantor no longer constitutes a Subsidiary of the Company or the sale of all or substantially all of its assets (other than by lease)), and whether or not the Subsidiary Guarantor is the surviving entity in such transaction, to a Person that is not (and does not thereupon become) the Company or a Subsidiary of the Company, the Subsidiary Guarantor will be released and discharged automatically and unconditionally from all its obligations under the Subsidiary Guarantee as to the Notes of such Series and will cease to be the Subsidiary Guarantor as to the Notes of such Series, without any further action required on the part of the Trustee or any Holder.

Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that any of the conditions described above has occurred, the Trustee shall execute any supplemental indenture or other documents reasonably requested by the Company in order to evidence the release of the Subsidiary Guarantor as to any Series from its obligations under the Subsidiary Guarantee and the Indenture as to the Notes of such Series.

SECTION 9.2. Guarantee Evidenced by Indenture; No Notation of Guarantee.

(a) The Subsidiary Guarantee of the Subsidiary Guarantor as to the Notes of any Series shall be evidenced solely by its execution and delivery of this Supplemental Indenture and not by an endorsement on, or attachment to, any Note of such Series or any Subsidiary Guarantee thereof or notation thereof.

(b) The delivery of any Note of any Series by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Subsidiary Guarantee as to the Notes of such Series set forth in this Supplemental Indenture on behalf of the Subsidiary Guarantor as to the Notes of such Series.

ARTICLE X

MISCELLANEOUS

SECTION 10.1. Governing Law. This Supplemental Indenture, the Indenture (as it relates to the Notes), the Notes and the Subsidiary Guarantees as to the Notes shall be governed by, and construed in accordance with, the laws of the State of New York.

EACH OF THE COMPANY, THE SUBSIDIARY GUARANTOR AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE INDENTURE (AS IT RELATES TO THE NOTES), THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 10.2. Successors. All agreements of the Company and the Subsidiary Guarantor with respect to any Series in this Supplemental Indenture and any Notes of such Series shall bind their respective successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

SECTION 10.3. Multiple Originals. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original instrument for all purposes. Signature pages of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 10.4. Paying Agent and Security Registrar. The Company initially appoints the Trustee as Paying Agent and Security Registrar with respect to any Global Notes.

SECTION 10.5. Severability. In case any provision in this Supplemental Indenture (as it relates to the Notes of any Series), the Indenture (as it relates to the Notes of such Series), the Notes of such Series or the Subsidiary Guarantee as to such Series shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 10.6. Trust Indenture Act Controls. If any provision of the Indenture (as it relates to the Notes of any Series) limits, qualifies, or conflicts with another provision that is required or deemed to be included in the Indenture by the Trust Indenture Act, such required or deemed provision shall control. If any provision of the Indenture (as it relates to the Notes of any Series) modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the provision of the Trust Indenture Act shall be deemed to apply to the Indenture (as it relates to such Notes) as so modified or shall be excluded, as the case may be.

SECTION 10.7. Table of Contents; Headings. The table of contents, cross-reference sheet and headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

SECTION 10.8. No Adverse Interpretation of Other Agreements. The Indenture insofar as relating to the Notes of any Series may not be used to interpret any other indenture, loan or debt agreement (including the Indenture (including any other supplemental indenture thereto) insofar as relating to any series of Securities other than the Notes of such Series) of the Company or any Subsidiaries or of any other Person. Any such indenture, loan or debt agreement (including the Indenture (including any other supplemental indenture thereto) insofar as relating to any Series of Securities other than the Notes of any Series) may not be used to interpret the Indenture insofar as relating to the Notes of such Series.

SECTION 10.9. Ratification and Incorporation of Base Indenture. As supplemented hereby, the Base Indenture is in all respects ratified and confirmed, and the Base Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument. This Supplemental Indenture (as it relates to the Notes of any Series) shall form a part of the Indenture for all purposes (as it relates to the Notes of such Series), and every Holder of Notes of such Series shall be bound hereby.

SECTION 10.10. Benefits of Supplemental Indenture. Nothing in this Supplemental Indenture (as it relates to the Notes of any Series) or the Base Indenture (as it relates to the Notes of such Series) or in the Notes of such Series, express or implied, shall give to any Person, other than the parties to this Supplemental Indenture and their successors hereunder and the Holders of the Notes of such Series, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture as it relates to the Notes of such Series or the Indenture (as it relates to the Notes of such Series).

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

DIAMONDBACK ENERGY, INC., as the Company

By: /s/ Teresa L. Dick
Name: Teresa L. Dick
Title: Executive Vice President, Chief Accounting Officer and Assistant Secretary

DIAMONDBACK O&G LLC, as Subsidiary Guarantor

By: /s/ Teresa L. Dick
Name: Teresa L. Dick
Title: Executive Vice President, Chief Accounting Officer and Assistant Secretary

[Signature page to the Third Supplemental Indenture]

TRUSTEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: /s/ Patrick T. Giordano
Name: Patrick T. Giordano
Title: Vice President

[Signature page to the Third Supplemental Indenture]

EXHIBIT A

FORM OF FACE OF 2023 NOTE

[THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY OR A SUCCESSOR DEPOSITARY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (THE "DEPOSITARY") TO THE NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.][(1)]

(1) Depositary legend, if applicable.

No.

Principal Amount $
[as revised by the Schedule of Increases
and Decreases in the Global Note attached hereto][1]

CUSIP NO. 25278X AS8
ISIN US25278XAS80

DIAMONDBACK ENERGY, INC.

0.900% SENIOR NOTE DUE 2023

Diamondback Energy, Inc., a Delaware corporation, promises to pay to [Cede & Co.][1] or registered assigns, the principal sum of [ ] Dollars, [as revised by the Schedule of Increases and Decreases in the Global Note attached hereto][1], on March 24, 2023.

Interest Payment Dates: March 24 and September 24, commencing September 24, 2021.

Regular Record Dates: March 9 and September 9.

Additional provisions of this 2023 Note are set forth on the other side of this 2023 Note.

[1] For Global Notes.

IN WITNESS WHEREOF, the Company has caused this 2023 Note to be signed manually or by facsimile by its duly authorized officers.

DIAMONDBACK ENERGY, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Dated:

[_____],
as Trustee, certifies that this is one of the 2023 Notes referred to in the Indenture.

By: _____
Authorized Signatory

FORM OF REVERSE SIDE OF NOTE

0.900% Senior Note due 2023

1. Interest

Diamondback Energy, Inc., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this 2023 Note at the rate per annum shown above.

The Company shall pay interest semiannually on March 24 and September 24 of each year, commencing September 24, 2021. Interest on the 2023 Notes shall accrue from the most recent date to which interest has been paid on the 2023 Notes or, if no interest has been paid, from March 24, 2021. The Company shall pay interest on overdue principal or premium, if any (plus interest on overdue installments of interest to the extent lawful), at the rate borne by the 2023 Notes to the extent lawful. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

2. Method of Payment

By no later than 12:30 p.m. (New York City time) on the date on which any principal of, premium, if any, or interest on any 2023 Note is due and payable, the Company shall irrevocably deposit with the Trustee or the Paying Agent money sufficient to pay such principal, premium, if any, or interest. The Company shall pay interest (except Defaulted Interest) to the Persons who are registered Holders at the close of business on the March 9 or September 9 immediately preceding the interest payment date even if the 2023 Notes are cancelled or repurchased after the Regular Record Date and on or before the Interest Payment Date. Holders must surrender the 2023 Notes to a Paying Agent to collect principal payments. The Company shall pay principal of, premium, if any, and interest on the 2023 Notes in money of the United States that at the time of payment is legal tender for payment of public and private debts. The Company shall pay principal of, premium, if any, and interest on the 2023 Notes at the office or agency designated by the Company in the Borough of Manhattan, The City of New York. The Company shall pay principal of, premium, if any, and interest on the Global Notes registered in the name of or held by the Depositary or its nominee in immediately available funds to the Depositary or its nominee, as the case may be, as the registered holder of such Global Note. The Company shall make all payments in respect of a Definitive Note by mailing a check to the registered address of each Holder thereof as such address shall appear in the Security Registrar's books; *provided*, *however*, that payments on the 2023 Notes represented by Definitive Notes may also be made, in the case of a Holder of at least $1,000,000 aggregate principal amount of 2023 Notes represented by Definitive Notes, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent in accordance with the terms of the Indenture.

3. Paying Agent and Security Registrar

Initially, Wells Fargo Bank, National Association, the trustee under the Indenture (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Trustee"), shall act as Paying Agent and Security Registrar. The Company may appoint and change any Paying Agent or Security Registrar without notice to any Holder. The Company or any of its Subsidiaries may act as Paying Agent or Security Registrar.

4. Indenture

The Company issued the 2023 Notes as a Series of Securities under the Indenture dated as of December 5, 2019 (the "Base Indenture") between the Company and Trustee, as supplemented by the Third Supplemental Indenture, dated as of March 24, 2021 (the "Supplemental Indenture" and, together with the Base Indenture and any one or more additional supplemental indentures thereto, herein called the "Indenture") among the Company, Diamondback O&G LLC, a Delaware limited liability company (the "Subsidiary Guarantor"), and the Trustee. The terms of the 2023 Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture. The 2023 Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of those terms. In the event of any inconsistency between the terms of this 2023 Note and the terms of the Indenture, the terms of the Indenture shall control.

The aggregate principal amount of 2023 Notes that may be authenticated and delivered under the Indenture is unlimited. This 2023 Note is one of the 0.900% Senior Notes due 2023 referred to in the Indenture. The 2023 Notes include (i) $650,000,000 aggregate principal amount of the Company's 0.900% Senior Notes due 2023 issued under the Indenture on March 24, 2021 in an offering registered under the Securities Act (the "Initial Notes"), and (ii) if and when issued, an unlimited principal amount of additional 0.900% Senior Notes due 2023 that may be issued from time to time, under the Indenture, subsequent to March 24, 2021 (the "Additional Notes" and, together with the Initial Notes, the "2023 Notes"). The Initial Notes and the Additional Notes shall be considered collectively as a single Series of Securities for all purposes of the Indenture.

5. Redemption

(a) Except as set forth in Section 5(b), the 2023 Notes will be redeemable at the Company's option, at any time in whole or from time to time in part, in principal amounts of $2,000 or any integral multiple of $1,000 in excess thereof, upon not less than 10 nor more than 60 days' notice on any date prior to the Stated Maturity.

(b) Except as set forth in Section 6, the 2023 Notes may not be redeemed in whole or in part at any time prior to September 24, 2021 (the "2023 Notes Par Call Date").

(c) On or after the 2023 Notes Par Call Date, the 2023 Notes may be redeemed at a Redemption Price equal to 100% of the principal amount of the 2023 Notes to be redeemed plus interest accrued thereon to but not including the Redemption Date (provided that interest payments due on or prior to the Redemption Date will be paid to the record Holders of such 2023 Notes on the relevant Regular Record Date).

6. Change of Control

If a Change of Control Triggering Event with respect to the 2023 Notes occurs, unless the Company has exercised its right to redeem all of the 2023 Notes pursuant to Section 3.1 of the Supplemental Indenture, each Holder of 2023 Notes will have the right to require the Company to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's 2023 Notes at a purchase price in cash equal to 101% of the principal amount of such 2023 Notes plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date) as provided in, and subject to the terms of, the Indenture. The Company may redeem the 2023 Notes that remain outstanding after a Change of Control in the circumstances specified in Section 4.2(e) of the Supplemental Indenture.

7. Denominations; Transfer; Exchange

The 2023 Notes are in registered form without coupons in denominations of principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. A Holder may transfer or exchange 2023 Notes in accordance with the Indenture. The Security Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents. No service charge will be imposed by the Company, the Trustee or the Security Registrar for any registration of transfer or exchange of 2023 Notes, but the Company may require a Holder to pay a sum sufficient to cover any transfer tax or other governmental taxes and fees required by law or permitted by the Indenture. The Company is not required to transfer or exchange any 2023 Note selected for redemption or any 2023 Note for a period of 15 days before a selection of 2023 Notes to be redeemed.

8. Persons Deemed Owners

The registered Holder of this 2023 Note shall be treated as the owner of it for all purposes.

9. Unclaimed Money

If money for the payment of the principal of, or premium, if any, or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its written request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee or the Paying Agent for payment.

10. Defeasance

Subject to certain conditions set forth in the Indenture, the Company at any time may terminate some or all of its obligations under the 2023 Notes and the Indenture (as it relates to the 2023 Notes) if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the 2023 Notes to Stated Maturity.

11. Amendment, Supplement and Waiver

The Supplemental Indenture (as it relates to the 2023 Notes), the Base Indenture (as it relates to the 2023 Notes) and the 2023 Notes may be amended or supplemented and certain provisions may be waived as provided in the Indenture.

12. Defaults and Remedies

The Events of Default as to the 2023 Notes are defined in Section 6.1 of the Supplemental Indenture. Upon the occurrence of an Event of Default, the rights and obligations of the Company, the Subsidiary Guarantor, the Trustee and the Holders shall be as set forth in the applicable provisions of the Indenture.

13. Trustee Dealings with the Company

Subject to certain limitations set forth in the Indenture, the Trustee, any Authenticating Agent, any Paying Agent, any Security Registrar or any other agent of the Company or the Subsidiary Guarantor, in its individual or any other capacity, may become the owner or pledgee of 2023 Notes and may otherwise deal with the Company or the Subsidiary Guarantor with the same rights it would have if it were not Trustee, Authenticating Agent, Paying Agent, Security Registrar or such other agent.

14. No Recourse Against Others

No past, present or future director, officer, employee, manager, member, partner, incorporator or stockholder of the Company or the Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantor, respectively, under the 2023 Notes or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of 2023 Notes by accepting a 2023 Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the 2023 Notes.

15. Authentication

This 2023 Note shall not be valid until an authorized signatory of the Trustee (or an Authenticating Agent acting on its behalf) manually signs the certificate of authentication on the other side of this 2023 Note.

16. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entirety), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian) and U/G/M/A (=Uniform Gift to Minors Act).

17. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the 2023 Notes. No representation is made as to the accuracy of such numbers as printed on the 2023 Notes and reliance may be placed only on the other identification numbers placed thereon.

18. Governing Law

This 2023 Note shall be governed by, and construed in accordance with, the laws of the State of New York.

ASSIGNMENT FORM

To assign this 2023 Note, fill in the form below:

I or we assign and transfer this 2023 Note to

_____

(Print or type assignee's name, address and zip code)

_____

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint _____ agent to transfer this 2023 Note on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Signature Guarantee: _____ _____

(Signature must be guaranteed)

Sign exactly as your name appears on the other side of this 2023 Note.

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have only part of this 2023 Note purchased by the Company pursuant to Section 4.2 of the Supplemental Indenture, state the amount in principal amount (must be in denominations of $2,000 or an integral multiple of $1,000 in excess thereof): $_____ and specify the denomination or denominations (which shall not be less than the minimum authorized denomination) of the 2023 Notes to be issued to the Holder for the portion of the within 2023 Note not being repurchased (in the absence of any such specification, one such 2023 Note shall be issued for the portion not being repurchased).

Date: _____ Your Signature: _____
(Sign exactly as your name appears on the other side of the Note)

Date: _____
(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to SEC Rule 17Ad-15.

[TO BE ATTACHED TO GLOBAL NOTES]

SCHEDULE OF INCREASES AND DECREASES IN GLOBAL NOTE[4]

The following increases or decreases in this Global Note have been made:

Date of Increase / Decrease	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Notes Custodian

(4) For Global Notes.

EXHIBIT B

FORM OF FACE OF 2031 NOTE

[THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY OR A SUCCESSOR DEPOSITARY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (THE "DEPOSITARY") TO THE NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.][(1)]

(1) Depositary legend, if applicable.

No.

Principal Amount $
[as revised by the Schedule of Increases
and Decreases in the Global Note attached hereto][2]

CUSIP NO. 25278X AR0
ISIN US25278XAR08

DIAMONDBACK ENERGY, INC.

3.125% SENIOR NOTE DUE 2031

Diamondback Energy, Inc., a Delaware corporation, promises to pay to [Cede & Co.][1] or registered assigns, the principal sum of [ ] Dollars, [as revised by the Schedule of Increases and Decreases in the Global Note attached hereto][1], on March 24, 2031.

Interest Payment Dates: March 24 and September 24, commencing September 24, 2021.

Regular Record Dates: March 9 and September 9.

Additional provisions of this 2031 Note are set forth on the other side of this 2031 Note.

[2] For Global Notes.

IN WITNESS WHEREOF, the Company has caused this 2031 Note to be signed manually or by facsimile by its duly authorized officers.

DIAMONDBACK ENERGY, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Dated:

[_____],

as Trustee, certifies that this is one of the 2031 Notes referred to in

the Indenture.

By: _____
Authorized Signatory

FORM OF REVERSE SIDE OF NOTE

3.125% Senior Note due 2031

1. Interest

Diamondback Energy, Inc., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this 2031 Note at the rate per annum shown above.

The Company shall pay interest semiannually on March 24 and September 24 of each year, commencing September 24, 2021. Interest on the 2031 Notes shall accrue from the most recent date to which interest has been paid on the 2031 Notes or, if no interest has been paid, from March 24, 2021. The Company shall pay interest on overdue principal or premium, if any (plus interest on overdue installments of interest to the extent lawful), at the rate borne by the 2031 Notes to the extent lawful. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

2. Method of Payment

By no later than 12:30 p.m. (New York City time) on the date on which any principal of, premium, if any, or interest on any 2031 Note is due and payable, the Company shall irrevocably deposit with the Trustee or the Paying Agent money sufficient to pay such principal, premium, if any, or interest. The Company shall pay interest (except Defaulted Interest) to the Persons who are registered Holders at the close of business on the March 9 or September 9 immediately preceding the interest payment date even if the 2031 Notes are cancelled or repurchased after the Regular Record Date and on or before the Interest Payment Date. Holders must surrender the 2031 Notes to a Paying Agent to collect principal payments. The Company shall pay principal of, premium, if any, and interest on the 2031 Notes in money of the United States that at the time of payment is legal tender for payment of public and private debts. The Company shall pay principal of, premium, if any, and interest on the 2031 Notes at the office or agency designated by the Company in the Borough of Manhattan, The City of New York. The Company shall pay principal of, premium, if any, and interest on the Global Notes registered in the name of or held by the Depositary or its nominee in immediately available funds to the Depositary or its nominee, as the case may be, as the registered holder of such Global Note. The Company shall make all payments in respect of a Definitive Note by mailing a check to the registered address of each Holder thereof as such address shall appear in the Security Registrar's books; *provided*, *however*, that payments on the 2031 Notes represented by Definitive Notes may also be made, in the case of a Holder of at least $1,000,000 aggregate principal amount of 2031 Notes represented by Definitive Notes, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent in accordance with the terms of the Indenture.

3. Paying Agent and Security Registrar

Initially, Wells Fargo Bank, National Association, the trustee under the Indenture (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Trustee"), shall act as Paying Agent and Security Registrar. The Company may appoint and change any Paying Agent or Security Registrar without notice to any Holder. The Company or any of its Subsidiaries may act as Paying Agent or Security Registrar.

4. Indenture

The Company issued the 2031 Notes as a Series of Securities under the Indenture dated as of December 5, 2019 (the "Base Indenture") between the Company and Trustee, as supplemented by the Third Supplemental Indenture, dated as of March 24, 2021 (the "Supplemental Indenture" and, together with the Base Indenture and any one or more additional supplemental indentures thereto, herein called the "Indenture") among the Company, Diamondback O&G LLC, a Delaware limited liability company (the "Subsidiary Guarantor"), and the Trustee. The terms of the 2031 Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture. The 2031 Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of those terms. In the event of any inconsistency between the terms of this 2031 Note and the terms of the Indenture, the terms of the Indenture shall control.

The aggregate principal amount of 2031 Notes that may be authenticated and delivered under the Indenture is unlimited. This 2031 Note is one of the 3.125% Senior Notes due 2031 referred to in the Indenture. The 2031 Notes include (i) $900,000,000 aggregate principal amount of the Company's 3.125% Senior Notes due 2031 issued under the Indenture on March 24, 2021 in an offering registered under the Securities Act (the "Initial Notes"), and (ii) if and when issued, an unlimited principal amount of additional 3.125% Senior Notes due 2031 that may be issued from time to time, under the Indenture, subsequent to March 24, 2021 (the "Additional Notes" and, together with the Initial Notes, the "2031 Notes"). The Initial Notes and the Additional Notes shall be considered collectively as a single Series of Securities for all purposes of the Indenture.

5. Redemption

(a) The 2031 Notes will be redeemable at the Company's option, at any time in whole or from time to time in part, in principal amounts of $2,000 or any integral multiple of $1,000 in excess thereof, upon not less than 10 nor more than 60 days' notice on any date prior to the Stated Maturity.

(b) Before December 24, 2030 (the "2031 Notes Par Call Date"), the 2031 Notes may be redeemed at a Redemption Price equal to the greater of (A) 100% of the principal amount of the 2031 Notes to be redeemed and (B) the sum of the present values of the remaining scheduled payments of principal and interest on such 2031 Notes to be redeemed that would have become due after the Redemption Date if such 2031 Notes matured on the 2031 Notes Par Call Date but for the redemption (not including any portion of such payments consisting of interest accrued to but not including the Redemption Date) discounted to the redemption date on a semi-annual basis (assuming a 360-day year comprising twelve 30-day months) at the Treasury Rate plus 25 basis points, plus interest accrued on such 2031 Notes to but not including the Redemption Date (provided that interest payments due on or prior to the Redemption Date will be paid to the record Holders of such 2031 Notes on the relevant Regular Record Date).

(c) On or after the 2031 Notes Par Call Date, the 2031 Notes may be redeemed at a Redemption Price equal to 100% of the principal amount of the 2031 Notes to be redeemed plus interest accrued thereon to but not including the Redemption Date (provided that interest payments due on or prior to the Redemption Date will be paid to the record Holders of such 2031 Notes on the relevant Regular Record Date).

6. Change of Control

If a Change of Control Triggering Event with respect to the 2031 Notes occurs, unless the Company has exercised its right to redeem all of the 2031 Notes pursuant to Section 3.1 of the Supplemental Indenture, each Holder of 2031 Notes will have the right to require the Company to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's 2031 Notes at a purchase price in cash equal to 101% of the principal amount of such 2031 Notes plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date) as provided in, and subject to the terms of, the Indenture. The Company may redeem the 2031 Notes that remain outstanding after a Change of Control in the circumstances specified in Section 4.2(e) of the Supplemental Indenture.

7. Denominations; Transfer; Exchange

The 2031 Notes are in registered form without coupons in denominations of principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. A Holder may transfer or exchange 2031 Notes in accordance with the Indenture. The Security Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents. No service charge will be imposed by the Company, the Trustee or the Security Registrar for any registration of transfer or exchange of 2031 Notes, but the Company may require a Holder to pay a sum sufficient to cover any transfer tax or other governmental taxes and fees required by law or permitted by the Indenture. The Company is not required to transfer or exchange any 2031 Note selected for redemption or any 2031 Note for a period of 15 days before a selection of 2031 Notes to be redeemed.

8. Persons Deemed Owners

The registered Holder of this 2031 Note shall be treated as the owner of it for all purposes.

9. Unclaimed Money

If money for the payment of the principal of, or premium, if any, or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its written request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee or the Paying Agent for payment.

10. Defeasance

Subject to certain conditions set forth in the Indenture, the Company at any time may terminate some or all of its obligations under the 2031 Notes and the Indenture (as it relates to the 2031 Notes) if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the 2031 Notes to Stated Maturity.

11. Amendment, Supplement and Waiver

The Supplemental Indenture (as it relates to the 2031 Notes), the Base Indenture (as it relates to the 2031 Notes) and the 2031 Notes may be amended or supplemented and certain provisions may be waived as provided in the Indenture.

12. Defaults and Remedies

The Events of Default as to the 2031 Notes are defined in Section 6.1 of the Supplemental Indenture. Upon the occurrence of an Event of Default, the rights and obligations of the Company, the Subsidiary Guarantor, the Trustee and the Holders shall be as set forth in the applicable provisions of the Indenture.

13. Trustee Dealings with the Company

Subject to certain limitations set forth in the Indenture, the Trustee, any Authenticating Agent, any Paying Agent, any Security Registrar or any other agent of the Company or the Subsidiary Guarantor, in its individual or any other capacity, may become the owner or pledgee of 2031 Notes and may otherwise deal with the Company or the Subsidiary Guarantor with the same rights it would have if it were not Trustee, Authenticating Agent, Paying Agent, Security Registrar or such other agent.

14. No Recourse Against Others

No past, present or future director, officer, employee, manager, member, partner, incorporator or stockholder of the Company or the Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantor, respectively, under the 2031 Notes or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of 2031 Notes by accepting a 2031 Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the 2031 Notes.

15. Authentication

This 2031 Note shall not be valid until an authorized signatory of the Trustee (or an Authenticating Agent acting on its behalf) manually signs the certificate of authentication on the other side of this 2031 Note.

16. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entirety), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian) and U/G/M/A (=Uniform Gift to Minors Act).

17. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the 2031 Notes. No representation is made as to the accuracy of such numbers as printed on the 2031 Notes and reliance may be placed only on the other identification numbers placed thereon.

18. Governing Law

This 2031 Note shall be governed by, and construed in accordance with, the laws of the State of New York.

ASSIGNMENT FORM

To assign this 2031 Note, fill in the form below:

I or we assign and transfer this 2031 Note to

_____

(Print or type assignee's name, address and zip code)

_____

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint _____ agent to transfer this 2031 Note on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Signature Guarantee: _____ _____

(Signature must be guaranteed)

Sign exactly as your name appears on the other side of this 2031 Note.

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have only part of this 2031 Note purchased by the Company pursuant to Section 4.2 of the Supplemental Indenture, state the amount in principal amount (must be in denominations of $2,000 or an integral multiple of $1,000 in excess thereof): $_____ and specify the denomination or denominations (which shall not be less than the minimum authorized denomination) of the 2031 Notes to be issued to the Holder for the portion of the within 2031 Note not being repurchased (in the absence of any such specification, one such 2031 Note shall be issued for the portion not being repurchased).

Date: _____ Your Signature: _____
(Sign exactly as your name appears on the other side of the Note)

Date: _____
(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to SEC Rule 17Ad-15.

[TO BE ATTACHED TO GLOBAL NOTES]

SCHEDULE OF INCREASES AND DECREASES IN GLOBAL NOTE[4]

The following increases or decreases in this Global Note have been made:

Date of Increase / Decrease	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Notes Custodian

(4) For Global Notes.

EXHIBIT C

FORM OF FACE OF 2051 NOTE

[THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY OR A SUCCESSOR DEPOSITARY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (THE "DEPOSITARY") TO THE NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.][(1)]

(1) Depositary legend, if applicable.

No.

Principal Amount $
[as revised by the Schedule of Increases
and Decreases in the Global Note attached hereto][3]

CUSIP NO. 25278X AQ2
ISIN US25278XAQ25

DIAMONDBACK ENERGY, INC.

4.400% SENIOR NOTE DUE 2051

Diamondback Energy, Inc., a Delaware corporation, promises to pay to [Cede & Co.][1] or registered assigns, the principal sum of [ ] Dollars, [as revised by the Schedule of Increases and Decreases in the Global Note attached hereto][1], on March 24, 2051.

Interest Payment Dates: March 24 and September 24, commencing September 24, 2021.

Regular Record Dates: March 9 and September 9.

Additional provisions of this 2051 Note are set forth on the other side of this 2051 Note.

[3] For Global Notes.

IN WITNESS WHEREOF, the Company has caused this 2051 Note to be signed manually or by facsimile by its duly authorized officers.

DIAMONDBACK ENERGY, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Dated:

[_____],

as Trustee, certifies that this is one of the 2051 Notes referred to in

the Indenture.

By: _____
Authorized Signatory

FORM OF REVERSE SIDE OF NOTE

4.400% Senior Note due 2051

1. Interest

Diamondback Energy, Inc., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this 2051 Note at the rate per annum shown above.

The Company shall pay interest semiannually on March 24 and September 24 of each year, commencing September 24, 2021. Interest on the 2051 Notes shall accrue from the most recent date to which interest has been paid on the 2051 Notes or, if no interest has been paid, from March 24, 2021. The Company shall pay interest on overdue principal or premium, if any (plus interest on overdue installments of interest to the extent lawful), at the rate borne by the 2051 Notes to the extent lawful. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

2. Method of Payment

By no later than 12:30 p.m. (New York City time) on the date on which any principal of, premium, if any, or interest on any 2051 Note is due and payable, the Company shall irrevocably deposit with the Trustee or the Paying Agent money sufficient to pay such principal, premium, if any, or interest. The Company shall pay interest (except Defaulted Interest) to the Persons who are registered Holders at the close of business on the March 9 or September 9 immediately preceding the interest payment date even if the 2051 Notes are cancelled or repurchased after the Regular Record Date and on or before the Interest Payment Date. Holders must surrender the 2051 Notes to a Paying Agent to collect principal payments. The Company shall pay principal of, premium, if any, and interest on the 2051 Notes in money of the United States that at the time of payment is legal tender for payment of public and private debts. The Company shall pay principal of, premium, if any, and interest on the 2051 Notes at the office or agency designated by the Company in the Borough of Manhattan, The City of New York. The Company shall pay principal of, premium, if any, and interest on the Global Notes registered in the name of or held by the Depositary or its nominee in immediately available funds to the Depositary or its nominee, as the case may be, as the registered holder of such Global Note. The Company shall make all payments in respect of a Definitive Note by mailing a check to the registered address of each Holder thereof as such address shall appear in the Security Registrar's books; *provided*, *however*, that payments on the 2051 Notes represented by Definitive Notes may also be made, in the case of a Holder of at least $1,000,000 aggregate principal amount of 2051 Notes represented by Definitive Notes, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent in accordance with the terms of the Indenture.

3. Paying Agent and Security Registrar

Initially, Wells Fargo Bank, National Association, the trustee under the Indenture (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Trustee"), shall act as Paying Agent and Security Registrar. The Company may appoint and change any Paying Agent or Security Registrar without notice to any Holder. The Company or any of its Subsidiaries may act as Paying Agent or Security Registrar.

4. Indenture

The Company issued the 2051 Notes as a Series of Securities under the Indenture dated as of December 5, 2019 (the "Base Indenture") between the Company and Trustee, as supplemented by the Third Supplemental Indenture, dated as of March 24, 2021 (the "Supplemental Indenture" and, together with the Base Indenture and any one or more additional supplemental indentures thereto, herein called the "Indenture") among the Company, Diamondback O&G LLC, a Delaware limited liability company (the "Subsidiary Guarantor"), and the Trustee. The terms of the 2051 Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture. The 2051 Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of those terms. In the event of any inconsistency between the terms of this 2051 Note and the terms of the Indenture, the terms of the Indenture shall control.

The aggregate principal amount of 2051 Notes that may be authenticated and delivered under the Indenture is unlimited. This 2051 Note is one of the 4.400% Senior Notes due 2051 referred to in the Indenture. The 2051 Notes include (i) $650,000,000 aggregate principal amount of the Company's 4.400% Senior Notes due 2051 issued under the Indenture on March 24, 2021 in an offering registered under the Securities Act (the "Initial Notes"), and (ii) if and when issued, an unlimited principal amount of additional 4.400% Senior Notes due 2051 that may be issued from time to time, under the Indenture, subsequent to March 24, 2021 (the "Additional Notes" and, together with the Initial Notes, the "2051 Notes"). The Initial Notes and the Additional Notes shall be considered collectively as a single Series of Securities for all purposes of the Indenture.

5. Redemption

(a) The 2051 Notes will be redeemable at the Company's option, at any time in whole or from time to time in part, in principal amounts of $2,000 or any integral multiple of $1,000 in excess thereof, upon not less than 10 nor more than 60 days' notice on any date prior to the Stated Maturity.

(b) Before September 24, 2050 (the "2051 Notes Par Call Date"), the 2051 Notes may be redeemed at a Redemption Price equal to the greater of (A) 100% of the principal amount of the 2051 Notes to be redeemed and (B) the sum of the present values of the remaining scheduled payments of principal and interest on such 2051 Notes to be redeemed that would have become due after the Redemption Date if such 2051 Notes matured on the 2051 Notes Par Call Date but for the redemption (not including any portion of such payments consisting of interest accrued to but not including the Redemption Date) discounted to the redemption date on a semi-annual basis (assuming a 360-day year comprising twelve 30-day months) at the Treasury Rate plus 30 basis points, plus interest accrued on such 2051 Notes to but not including the Redemption Date (provided that interest payments due on or prior to the Redemption Date will be paid to the record Holders of such 2051 Notes on the relevant Regular Record Date).

(c) On or after the 2051 Notes Par Call Date, the 2051 Notes may be redeemed at a Redemption Price equal to 100% of the principal amount of the 2051 Notes to be redeemed plus interest accrued thereon to but not including the Redemption Date (provided that interest payments due on or prior to the Redemption Date will be paid to the record Holders of such 2051 Notes on the relevant Regular Record Date).

6. Change of Control

If a Change of Control Triggering Event with respect to the 2051 Notes occurs, unless the Company has exercised its right to redeem all of the 2051 Notes pursuant to Section 3.1 of the Supplemental Indenture, each Holder of 2051 Notes will have the right to require the Company to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's 2051 Notes at a purchase price in cash equal to 101% of the principal amount of such 2051 Notes plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date) as provided in, and subject to the terms of, the Indenture. The Company may redeem the 2051 Notes that remain outstanding after a Change of Control in the circumstances specified in Section 4.2(e) of the Supplemental Indenture.

7. Denominations; Transfer; Exchange

The 2051 Notes are in registered form without coupons in denominations of principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. A Holder may transfer or exchange 2051 Notes in accordance with the Indenture. The Security Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents. No service charge will be imposed by the Company, the Trustee or the Security Registrar for any registration of transfer or exchange of 2051 Notes, but the Company may require a Holder to pay a sum sufficient to cover any transfer tax or other governmental taxes and fees required by law or permitted by the Indenture. The Company is not required to transfer or exchange any 2051 Note selected for redemption or any 2051 Note for a period of 15 days before a selection of 2051 Notes to be redeemed.

8. Persons Deemed Owners

The registered Holder of this 2051 Note shall be treated as the owner of it for all purposes.

9. Unclaimed Money

If money for the payment of the principal of, or premium, if any, or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its written request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee or the Paying Agent for payment.

10. Defeasance

Subject to certain conditions set forth in the Indenture, the Company at any time may terminate some or all of its obligations under the 2051 Notes and the Indenture (as it relates to the 2051 Notes) if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the 2051 Notes to Stated Maturity.

11. Amendment, Supplement and Waiver

The Supplemental Indenture (as it relates to the 2051 Notes), the Base Indenture (as it relates to the 2051 Notes) and the 2051 Notes may be amended or supplemented and certain provisions may be waived as provided in the Indenture.

12. Defaults and Remedies

The Events of Default as to the 2051 Notes are defined in Section 6.1 of the Supplemental Indenture. Upon the occurrence of an Event of Default, the rights and obligations of the Company, the Subsidiary Guarantor, the Trustee and the Holders shall be as set forth in the applicable provisions of the Indenture.

13. Trustee Dealings with the Company

Subject to certain limitations set forth in the Indenture, the Trustee, any Authenticating Agent, any Paying Agent, any Security Registrar or any other agent of the Company or the Subsidiary Guarantor, in its individual or any other capacity, may become the owner or pledgee of 2051 Notes and may otherwise deal with the Company or the Subsidiary Guarantor with the same rights it would have if it were not Trustee, Authenticating Agent, Paying Agent, Security Registrar or such other agent.

14. No Recourse Against Others

No past, present or future director, officer, employee, manager, member, partner, incorporator or stockholder of the Company or the Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantor, respectively, under the 2051 Notes or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of 2051 Notes by accepting a 2051 Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the 2051 Notes.

15. Authentication

This 2051 Note shall not be valid until an authorized signatory of the Trustee (or an Authenticating Agent acting on its behalf) manually signs the certificate of authentication on the other side of this 2051 Note.

16. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entirety), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian) and U/G/M/A (=Uniform Gift to Minors Act).

17. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the 2051 Notes. No representation is made as to the accuracy of such numbers as printed on the 2051 Notes and reliance may be placed only on the other identification numbers placed thereon.

18. Governing Law

This 2051 Note shall be governed by, and construed in accordance with, the laws of the State of New York.

ASSIGNMENT FORM

To assign this 2051 Note, fill in the form below:

I or we assign and transfer this 2051 Note to

_____
(Print or type assignee's name, address and zip code)

_____
(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint _____ agent to transfer this 2051 Note on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Signature Guarantee: _____ _____
(Signature must be guaranteed)

Sign exactly as your name appears on the other side of this 2051 Note.

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have only part of this 2051 Note purchased by the Company pursuant to Section 4.2 of the Supplemental Indenture, state the amount in principal amount (must be in denominations of $2,000 or an integral multiple of $1,000 in excess thereof): $_____ and specify the denomination or denominations (which shall not be less than the minimum authorized denomination) of the 2051 Notes to be issued to the Holder for the portion of the within 2051 Note not being repurchased (in the absence of any such specification, one such 2051 Note shall be issued for the portion not being repurchased).

Date: _____ Your Signature: _____
(Sign exactly as your name appears on the other side of the Note)

Date: _____
(Signature must be guaranteed)

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to SEC Rule 17Ad-15.

[TO BE ATTACHED TO GLOBAL NOTES]

SCHEDULE OF INCREASES AND DECREASES IN GLOBAL NOTE[4]

The following increases or decreases in this Global Note have been made:

Date of Increase / Decrease	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Notes Custodian

(4) For Global Notes.

Exhibit 4.3

QEP Resources, Inc.,
as Issuer

5.375% Senior Notes due 2022
5.250% Senior Notes due 2023
5.625% Senior Notes due 2026

FIRST SUPPLEMENTAL INDENTURE

Dated as of March 23, 2021

Wells Fargo Bank, National Association
Trustee

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this "***Supplemental Indenture***"), dated as of March 23, 2021, between QEP Resources, Inc., a Delaware corporation (the "***Company***"), and Wells Fargo Bank, National Association, as Trustee (the "***Trustee***").

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of March 1, 2012 (the "***Base Indenture***"), under which (i) the 5.375% Senior Notes due 2022 (the "***2022 Notes***") were issued pursuant to that certain Officer's Certificate dated March 1, 2012 (the "***2022 Notes Officer's Certificate***" and the Base Indenture as supplemented by the 2022 Notes Officer's Certificate, the "***2022 Notes Indenture***"), (ii) the 5.250% Senior Notes due 2023 (the "***2023 Notes***") were issued pursuant to that certain Officer's Certificate dated September 12, 2012 (the "***2023 Notes Officer's Certificate***" and the Base Indenture, as supplemented by the 2023 Notes Officer's Certificate, the "***2023 Notes Indenture***") and (iii) the 5.625% Senior Notes due 2026 (the "***2026 Notes***" and, together with the 2022 Notes and the 2023 Notes, the "***Notes***") were issued pursuant to that certain Officer's Certificate dated November 21, 2017 (the "***2026 Notes Officer's Certificate***" and the Base Indenture, as supplemented by the 2026 Notes Officer's Certificate, the "***2026 Notes Indenture***") (the 2022 Notes Indenture, the 2023 Notes Indenture and the 2026 Notes Indenture are collectively referred to herein as the "***Original Indentures***");

WHEREAS, the Company has previously issued (i) $500,000,000 in aggregate principal amount of the 2022 Notes, (ii) $650,000,000 in aggregate principal amount of the 2023 Notes and (iii) $500,000,000 in aggregate principal amount of the 2026 Notes, in each case pursuant to the terms, provisions and conditions set forth in the Original Indentures, and, on the date hereof, (x) the aggregate principal amount of 2022 Notes outstanding is $465,061,000, (y) the aggregate principal amount of 2023 Notes outstanding is $636,840,000 and (z) the aggregate principal amount of 2026 Notes outstanding is $500,000,000;

WHEREAS, Diamondback Energy, Inc., a Delaware corporation ("***Diamondback***") and the sole stockholder of the Company, has offered to purchase for cash any and all of the outstanding Notes pursuant to that certain Offer to Purchase for Cash and Consent Solicitation Statement (the "***Offer***");

WHEREAS, in connection with the Offer, Diamondback has requested that Holders of the Notes deliver their consents (the "***Consent Solicitation***") with respect to the amendments set forth in Section 2 hereof (collectively, the "***Amendments***");

WHEREAS, Section 9.02 of each Original Indenture provides that the Company and the Trustee may amend or supplement the Original Indentures with the written consent (including consents obtained in connection with a tender offer or exchange offer for Notes of any one or more series or all series or a solicitation of consents in respect of Notes of any one or more series or all series, provided that in each case that offer or solicitation is made to all Holders of then outstanding Notes of each such series (but the terms of that offer or solicitation may vary from series to series)) of the Holders of at least a majority in principal amount of the then outstanding Notes of all series affected by the amendment or supplement, acting as one class;

WHEREAS, the Amendments would affect all of the Notes and would amend each of the Original Indentures;

WHEREAS, in connection with the Consent Solicitation, the Holders of at least a majority in aggregate principal amount of the Notes outstanding on the date hereof, acting as one class, have duly consented to the Amendments set forth in this Supplemental Indenture in accordance with Section 9.02 of each Original Indenture;

WHEREAS, the Company intends to take the position that this Supplemental Indenture shall not result in a material modification for purposes of compliance with the Foreign Account Tax Compliance Act or FATCA; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture and to make this Supplemental Indenture valid and binding have been complied with and satisfied.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. **DEFINITIONS; CONSTRUCTION**.

For all purposes of this Supplemental Indenture, except as otherwise herein expressly provided or unless the context otherwise requires: (i) the terms and expressions used herein shall have the same meanings as corresponding terms and expressions used in the Original Indentures; and (ii) the words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. **AMENDMENTS TO ORIGINAL INDENTURES**.

Subject to Section 3(b) hereof:

(a) **Article IV of the Base Indenture (*Covenants*)**.

(i) Section 4.03 of the Base Indenture ("*SEC Reports; Financial Statements*") and all references thereto in each Original Indenture are hereby deleted in their entirety and replaced with "[Reserved]".

(ii) Section 4.08 of the Base Indenture ("*Limitation on Liens*") and all references thereto in each Original Indenture including, without limitation, Section 1(m) of the 2026 Notes Officer's Certificate, are hereby deleted in their entirety and replaced with "[Reserved]";

(iii) Section 4.04 of the Base Indenture ("*Compliance Certificate*") is hereby amended and restated to read in its entirety as follows:

To the extent required by the terms of the TIA, the Company shall comply with the provisions of Section 314(a) of the TIA.

(b) **Article V of the Base Indenture (*Successors*)**. Section 5.01 of the Base Indenture ("*Limitations on Mergers, Consolidations and Other Transactions*") is hereby amended to delete clauses (2) and (3) thereof and all references thereto and to replace such clauses with "[reserved]"; clause (1) thereof shall remain in effect.

(c) **Article VI (*Defaults and Remedies*)**. Section 6.01 of the Base Indenture ("*Events of Default*") is hereby amended to delete clauses (3), (4), (5), (6), (7) and (8) thereof and all references thereto and to replace such clauses with "[reserved]".

(d) **2022 Notes Officer's Certificate**. Section 1(m) of the 2022 Notes Officer's Certificate is hereby deleted in its entirety and replaced with "[Reserved]".

(e) **2023 Notes Officer's Certificate**. Section 1(n) of the 2023 Notes Officer's Certificate is hereby deleted in its entirety and replaced with "[Reserved]".

(f) **2026 Notes Officer's Certificate**. Each of Sections 1(m) and 1(n) of the 2026 Notes Officer's Certificate is hereby deleted in its entirety and replaced with "[Reserved]".

(g) **Definitions; References**. The Original Indentures are hereby amended by deleting any definitions from the Original Indentures (including any exhibits thereto) with respect to which references would be eliminated as a result of the amendments to the Original Indentures pursuant to Sections 2(a)-(e) hereof. To the extent any Article, Section, definition or paragraph of an Original Indenture has been amended or deleted from such Original Indenture pursuant to Sections 2(a)-(f) hereof, any reference in any provision of such Original Indenture (including any exhibits thereto) or any Note to such Article, Section, definition or paragraph shall be deemed so amended or disregarded in, and be deemed eliminated from, such provisions, as applicable. To the extent of any conflict between the terms of the Notes and the terms of the applicable Original Indenture, as amended by this Supplemental Indenture (as each is so amended, an "***Indenture***" and collectively, the "***Indentures***"), the terms of the Indentures shall govern and be controlling.

3. **EFFECT; EFFECTIVENESS; PART OF INDENTURE**.

(a) **Effect of Supplemental Indenture**. Except as amended hereby, all of the terms of the Original Indentures and the Notes shall remain and continue in full force and effect and are hereby ratified and confirmed in all respects. From and after the date of this Supplemental Indenture, all references to an Original Indenture (whether in such Original Indenture or in any other agreements, documents or instruments) shall be deemed to be references to such Original Indenture as amended and supplemented by this Supplemental Indenture.

(b) **Effectiveness**. The provisions of this Supplemental Indenture shall be effective and enforceable against the parties hereto upon execution and delivery of this Supplemental Indenture by the parties hereto. Notwithstanding the immediately preceding sentence, the Amendments set forth in Section 2 shall become operative only at such time when a majority in aggregate principal amount of the outstanding Notes, treated as one class, are purchased by Diamondback pursuant to the Offer. The Company will notify the Trustee in writing, which may be by email, of the occurrence of the date upon which the Amendments become operative.

(c) **Supplemental Indenture Part of Indenture**. This Supplemental Indenture shall constitute an indenture supplemental to each Original Indenture and shall be construed in connection with and form a part of each Original Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

4. **GOVERNING LAW**. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS THEREUNDER TO THE EXTENT THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

5. **TRUSTEE MAKES NO REPRESENTATION**. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, or for or with respect to (i) the validity or sufficiency of this Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company by action or otherwise, (iii) the due execution hereof by the Company or (iv) the consequences of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

6. **COUNTERPARTS**. This Supplemental Indenture shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (the "***UCC***") (collectively, "***Signature Law***"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

7. **EFFECT OF HEADINGS**. The Section headings herein are for convenience only and shall not affect the construction hereof.

[*Signature Pages Follow*]

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

COMPANY

QEP RESOURCES, INC.

By: /s/ Teresa L. Dick
Teresa L. Dick
Executive Vice President, Chief Accounting Officer and Assistant Secretary

[*Signature Page to First Supplemental Indenture*]

TRUSTEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: /s/ Patrick T. Giordano
Patrick T. Giordano
Vice President

[*Signature Page to First Supplemental Indenture*]

Exhibit 5.1

Akin Gump
STRAUSS HAUER & FELD LLP

March 24, 2021

Diamondback Energy, Inc.
500 West Texas
Suite 1200
Midland, Texas 79701

Re: ***Diamondback Energy, Inc.***
Registration Statement on Form S-3
File No. 333-234764

Ladies and Gentlemen:

We have acted as counsel to Diamondback Energy, Inc., a Delaware corporation (the "***Company***"), in connection with the registration, pursuant to a Registration Statement on Form S-3/ASR (File No. 333-234764) (the "***Registration Statement***"), filed with the Securities and Exchange Commission (the "***Commission***") under the Securities Act of 1933, as amended (the "***Act***"), of the offering and sale (i) by the Company of $650,000,000 aggregate principal amount of 0.900% Notes due 2023 (the "***2023 Notes***"), $900,000,000 aggregate principal amount of 3.125% Notes due 2031 (the "***2031 Notes***") and $650,000,000 aggregate principal amount of 4.400% Notes due 2051 (the "***2051 Notes***" and, together with the 2023 Notes and 2031 Notes, the "***Notes***") of the Company and (ii) by Diamondback O&G LLC, a Delaware limited liability company (the "***Guarantor***"), of the related guarantees (the "***Guarantees***") by the Guarantor of the Notes, all to be issued under an Indenture (the "***Base Indenture***"), dated as of December 5, 2019, between the Company and Wells Fargo Bank, National Association, as trustee (the "***Trustee***"), as supplemented by the Third Supplemental Indenture (the "***Supplemental Indenture***" and, together with the Base Indenture, the "***Indenture***"), dated as of the date hereof, among the Company, the Guarantor and the Trustee, and sold pursuant to the terms of an underwriting agreement (the "***Underwriting Agreement***"), dated March 18, 2021, among the Company, the Guarantor and Goldman Sachs & Co. LLC, Credit Suisse Securities (USA) LLC and J.P. Morgan Securities LLC, as representatives of the several underwriters named therein (the "***Underwriters***"). This letter is being furnished at the request of the Company and in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

We have examined originals or certified copies of the Base Indenture, the Supplemental Indenture, the Underwriting Agreement and such corporate or limited liability company records of the Company and the Guarantor and other certificates and documents of officials of the Company and the Guarantor and public officials and others as we have deemed appropriate for purposes of this letter. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to authentic original documents of all copies submitted to us as conformed, certified or reproduced copies, and that the Notes will conform to the specimen thereof we have reviewed. We have also assumed (i) the existence and entity power of each party to any document referred to herein other than the Company and the Guarantor; and (ii) that the Indenture is a valid and binding obligation of the Trustee, enforceable against the Trustee in accordance with its terms. As to various questions of fact relevant to this letter, we have relied, without independent investigation, upon certificates of public officials and certificates of officers of the Company and the Guarantor, all of which we assume to be true, correct and complete.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that when the Notes have been duly executed by the Company, duly authenticated by the Trustee in accordance with the terms of the Indenture, and delivered to and paid for by the Underwriters pursuant to the terms of the Underwriting Agreement, (i) the Notes will be valid and binding obligations of the Company and (ii) the Guarantees will be valid and binding obligations of the Guarantor.

The opinions and other matters in this letter are qualified in their entirety and subject to the following:

(A) We express no opinion as to any constitutions, treaties, laws, statutes, rules or regulations or judicial or administrative decisions of any jurisdiction (collectively, "***Laws***") other than the following: (i) the Limited Liability Company Act of the State of Delaware; (ii) the General Corporation Law of the State of Delaware; and (iii) the Laws of the State of New York.

(B) The matters expressed in this letter are subject to and qualified and limited by: (i) applicable bankruptcy, insolvency, fraudulent transfer and conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally; (ii) general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief (regardless of whether considered in a proceeding in equity or at law); and (iii) securities Laws and public policy underlying such Laws with respect to rights to indemnification and contribution.

(C) This letter is limited to the matters expressly stated herein and no opinion is to be inferred or implied beyond the opinions expressly set forth herein. We undertake no, and hereby disclaim any, obligation to make any inquiry after the date hereof or to advise you of any changes in any matter set forth herein, whether based on a change in Law, a change in any fact relating to the Company, the Guarantor or any other person or entity or any other circumstance.

[The remainder of this page is intentionally left blank.]

We hereby consent to the filing of this letter as an exhibit to a Current Report on Form 8-K filed by the Company with the Commission on the date hereof, to the incorporation by reference of this letter into the Registration Statement and to the use of our name in the Prospectus dated November 18, 2019, and the Prospectus Supplement dated March 18, 2021, forming a part of the Registration Statement under the caption "Legal Matters." In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act and the rules and regulations thereunder.

Very truly yours,

/s/ Akin Gump Strauss Hauer & Feld LLP

AKIN GUMP STRAUSS HAUER & FELD LLP