
**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 25, 2019

DIAMONDBACK ENERGY, INC.

(Exact Name of Registrant as Specified in Charter)

45-4502447

Delaware

001-35700

(I.R.S. Employer

(State or other jurisdiction of incorporation)

(Commission File Number)

Identification Number)

500 West Texas

Suite 1200

Midland, Texas

(Address of principal
executive offices)

79701

(Zip code)

(432) 221-7400

(Registrant's telephone number, including area code)

Not Applicable

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

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

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

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

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement

Amendment to Credit Facility

On March 25, 2019, Diamondback, as parent guarantor, Diamondback O&G LLC, as borrower (the “**Borrower**”), and certain other subsidiaries of Diamondback, as guarantors, entered into a tenth amendment (the “**Tenth Amendment**”) to the Second Amended and Restated Credit Agreement, dated as of November 1, 2013, with Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto.

The Tenth Amendment increased the Borrower’s aggregate elected commitment amount from \$2.0 billion to \$2.5 billion.

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

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

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

Item 9.01. Financial Statements and Exhibits

| Exhibit Number | Description |
|----------------|---|
| 10.1* | <u>Tenth Amendment to Second Amended and Restated Credit Agreement, dated as of March 25, 2019, between Diamondback, as parent guarantor, Diamondback O&G LLC, as borrower, certain other subsidiaries of Diamondback Energy, Inc. as guarantors, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto.</u> |

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 thereunto duly authorized.

DIAMONDBACK ENERGY, INC.

Date: March 29, 2019

By: /s/ Teresa L. Dick

Name: Teresa L. Dick

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

TENTH AMENDMENT TO SECOND AMENDED AND RESTATED
CREDIT AGREEMENT

DATED AS OF MARCH 25, 2019

AMONG

DIAMONDBACK ENERGY, INC.,
AS PARENT GUARANTOR

DIAMONDBACK O&G LLC,
AS BORROWER,

THE OTHER GUARANTORS,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

WELLS FARGO SECURITIES, LLC, AS
SOLE BOOK RUNNER AND SOLE LEAD ARRANGER

JPMORGAN CHASE BANK, N.A., CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
GOLDMAN SACHS BANK USA, CITIBANK, N.A. AND BANK OF AMERICA, N.A., AS
CO-DOCUMENTATION AGENTS

CAPITAL ONE, N.A., THE BANK OF NOVA SCOTIA AND U.S. BANK NATIONAL ASSOCIATION AS
AS CO-SYNDICATION AGENTS

**TENTH AMENDMENT TO SECOND AMENDED AND
RESTATED CREDIT AGREEMENT**

THIS TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") dated as of March 25, 2019 is among: DIAMONDBACK ENERGY, INC., a Delaware corporation, as the Parent Guarantor (the "Parent Guarantor"); DIAMONDBACK O&G LLC, a Delaware limited liability company (the "Borrower"); each of the undersigned guarantors (together with the Parent Guarantor, the "Guarantors"); each of the Lenders (as such term is defined in the Credit Agreement referred to below) party hereto; and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent").

RECITALS

A. The Parent Guarantor, the Borrower, the Administrative Agent and the Lenders are parties to that certain Second Amended and Restated Credit Agreement dated as of November 1, 2013 (as amended prior to the date hereof, the "Credit Agreement"), pursuant to which the Lenders have made certain credit available to and on behalf of the Borrower.

B. The Borrower has requested to increase the Aggregate Elected Commitment Amount from \$2,000,000,000.00 to \$2,500,000,000.00.

C. The Borrower has requested and the Lenders signatory hereto have agreed to amend certain provisions of the Credit Agreement, including the amendment and restatement of Annex I thereto in connection with such increase of the Aggregate Elected Commitment Amount, as set forth herein.

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

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

Section 2. Amendment to Credit Agreement. Annex I to the Credit Agreement is hereby replaced in its entirety with Annex I hereto, and Annex I hereto shall be deemed to be attached as Annex I to the Credit Agreement. After giving effect to this Amendment, and any Borrowings made on the Amendment Effective Date (as defined below), (a) each Lender who holds Loans in an aggregate amount less than its Applicable Percentage of all Loans shall advance new Loans which shall be disbursed to the Administrative Agent and used to repay Loans outstanding to each Lender who holds Loans in an aggregate amount greater than its Applicable Percentage of all Loans, (b) each Lender's participation in each Letter of Credit, if any, shall be automatically

adjusted to equal its Applicable Percentage, (c) such other adjustments shall be made as the Administrative Agent shall specify so that the Revolving Credit Exposure applicable to each Lender equals its Applicable Percentage of the aggregate Revolving Credit Exposure of all Lenders, and (d) each Lender party hereto waives any break funding payments owing to such Lender that are required under Section 2.07A(b)(ii)(D)(III) and Section 5.02 as a result of the reallocation of Loans and adjustments described in this Section 2.

Section 3. Aggregate Elected Commitment Amount. From and after the Amendment Effective Date until adjusted pursuant to Section 2.07A, the Aggregate Elected Commitment Amount is hereby increased from \$2,000,000,000.00 to \$2,500,000,000.00. The parties hereto agree that such increase in the Aggregate Elected Commitment Amount is hereby effectuated pursuant to this Section 3 and, notwithstanding Section 2.07A(b)(ii)(F)(I), without any Elected Commitment Amount Increase Agreement.

Section 4. Conditions Precedent. This Amendment shall become effective on the date (the "Amendment Effective Date") when each of the following conditions is satisfied (or waived in accordance with Section 12.02):

4.1 The Administrative Agent shall have received from the Lenders whose Elected Commitment Amounts (after giving effect to Section 2 and Section 3 hereto) exceed their respective Elected Commitment Amounts in effect prior to the Amendment Effective Date, the Guarantors, and the Borrower, counterparts (in such number as may be requested by the Administrative Agent) of this Amendment signed on behalf of such Person.

4.2 The Administrative Agent shall have received an executed Note for each Lender whose Maximum Credit Amount is increased pursuant to this Amendment, if such Lender has requested a Note to reflect its updated Maximum Credit Amount as set forth on Annex I to the Credit Agreement (as amended hereby), in accordance with Section 2.07A(b)(vi).

4.3 The Administrative Agent and the Lenders shall have received all fees and other amounts due and payable on or prior to the date hereof, including, to the extent invoiced, reimbursement or payment of all documented out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement.

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

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

Section 5. Miscellaneous.

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

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

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

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

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

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

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

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

5.6 Payment of Expenses. In accordance with Section 12.03, the Borrower agrees to pay or reimburse the Administrative Agent for all of its reasonable out-of-pocket expenses incurred in connection with this Amendment, any other documents prepared in connection

herewith and the transactions contemplated hereby, including, without limitation, the reasonable fees, charges and disbursements of counsel to the Administrative Agent.

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

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

5.9 Loan Document. This Amendment is a Loan Document.

[SIGNATURES BEGIN NEXT PAGE]

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

DIAMONDBACK O&G LLC, as
Borrower

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

DIAMONDBACK ENERGY, INC.,
as the Parent Guarantor

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

DIAMONDBACK E&P LLC,
as a Guarantor

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

ENERGEN CORPORATION,
as a Guarantor

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

**ENERGEN RESOURCES
CORPORATION,**
as a Guarantor

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

EGN SERVICES, INC.,
as a Guarantor

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

**RATTLER MIDSTREAM
OPERATING LLC,**
as a Guarantor

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

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

By: /s/ Todd Fogle
Name: Todd Fogle
Title: Director

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**CAPITAL ONE, NATIONAL
ASSOCIATION,**
as a Lender

By: /s/ Lyle Levy Jr.
Name: Lyle Levy Jr.
Title: Vice President

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CREDIT SUISSE AG, CAYMAN ISLANDS

BRANCH, as a Lender

By: /s/ Nupur Kumar

Name: Nupur Kumar

Title: Authorized Signatory

By: /s/ Marc Zihlmann

Name: Marc Zihlmann

Title: Authorized Signatory

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

THE BANK OF NOVA SCOTIA
as a Lender

By: /s/ Marc Graham
Name: Marc Graham
Title: Managing Director

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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

By: /s/ Tara R. McLean

Name: Tara R. McLean

Title: Vice President

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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

By: /s/ David Morris

Name: David Morris

Title: Authorized Officer

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

GOLDMAN SACHS BANK USA,
as a Lender

By: /s/ Rebecca Kratz
Name: Rebecca Kratz
Title: Authorized Signatory

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CITIBANK, N.A.,
as a Lender

By: /s/ Jeff Ard
Name: Jeff Ard
Title: Vice President

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

By: /s/ Ronald E. McKaig
Name: Ronald E. McKaig
Title: Managing Director

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

SUNTRUST BANK,
as a Lender

By: /s/ Arize Agumadu
Name: Arize Agumadu
Title: Vice President

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ZIONS BANCORPORATION, N.A.
dba

AMEGY BANK, as a Lender

By: /s/ JB Askew

Name: JB Askew

Title: Senior Vice President

Amegy Bank Division

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

ING CAPITAL LLC,
as a Lender

By: /s/ Scott Lamoreaux
Name: Scott Lamoreaux
Title: Director

By: /s/ Juli Bieser
Name: Juli Bieser
Title: Managing Director

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**COMMONWEALTH BANK OF
AUSTRALIA,**

as a Lender

By: /s/ Emma Raine

Name: Emma Raine

Title: Senior Associate

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**BOKF, N.A. DBA BANK OF
OKLAHOMA,**
as a Lender

By: /s/ John Krenger

Name: John Krenger

Title: Vice President

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**BRANCH BANKING AND TRUST
COMPANY,**

as a Lender

By: /s/ Kelly Graham

Name: Kelly Graham

Title: Vice President

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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

By: /s/ Donovan C. Broussard
Name: Donovan C. Broussard
Title: Authorized Signatory

By: /s/ Megan Larson
Name: Megan Larson
Title: Authorized Signatory

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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

By: /s/ Sandra Salazar
Name: Sandra Salazar
Title: Managing Director

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IBERIABANK,

as a Lender

By: /s/ Moni Collins

Name: Moni Collins

Title: Senior Vice President

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

WEST TEXAS NATIONAL BANK,
as a Lender

By: /s/ Steve W. Young

Name: Steve W. Young

Title: Senior Vice President

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**FROST BANK, A TEXAS STATE
BANK,**
as a Lender

By: /s/ Jack Herndon

Name: Jack Herndon

Title: Senior Vice President

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

COMPASS BANK

as a Lender

By: /s/ Gabriela Azcarate

Name: Gabriela Azcarate

Title: Senior Vice President

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**THE TORONTO-DOMINION BANK,
NEW
YORK BRANCH**, as a Lender

By: /s/ Brian Macfarlane
Name: Brian Macfarlane
Title: Authorized Signatory

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

REGIONS BANK,
as a Lender

By: /s/ Stuart Murray.
Name: Stuart Murray
Title: Director

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MIZUHO BANK, LTD,
as a Lender

By: /s/ Donna DeMagistris
Name: Donna Demagistris
Title: Authorized Signatory

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**THE HUNTINGTON NATIONAL
BANK**

as a Lender

By: /s/ Gregory R. Ryan

Name: Gregory R. Ryan

Title: Director, Energy Banking

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**SUMITOMO MITSUI BANKING
CORPORATION**, as a Lender

By: /s/ Katsuyuki Kubo

Name: Katsuyuki Kobo

Title: Managing Director

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

COMERICA BANK

as a Lender

By: /s/ V. Mark Fuqua

Name: V. Mark Fuqua

Title: Executive Vice President

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TENTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

ANNEX I

LIST OF MAXIMUM CREDIT AMOUNTS

| Name of Lender | Applicable Percentage | Maximum Credit Amount |
|---|------------------------------|------------------------------|
| Wells Fargo Bank, National Association | 6.120000000% | \$306,000,000.00 |
| Citibank, N.A. | 5.120000000% | \$256,000,000.00 |
| Bank of America, N.A. | 5.120000000% | \$256,000,000.00 |
| Capital One, National Association | 5.120000000% | \$256,000,000.00 |
| The Bank of Nova Scotia | 5.120000000% | \$256,000,000.00 |
| U.S. Bank National Association | 5.120000000% | \$256,000,000.00 |
| Credit Suisse AG, Cayman Islands Branch | 5.120000000% | \$256,000,000.00 |
| Goldman Sachs Bank USA | 5.120000000% | \$256,000,000.00 |
| JPMorgan Chase Bank, N.A. | 5.120000000% | \$256,000,000.00 |
| ING Capital LLC | 3.640000000% | \$182,000,000.00 |
| SunTrust Bank | 3.640000000% | \$182,000,000.00 |
| Commonwealth Bank Of Australia | 3.640000000% | \$182,000,000.00 |
| Branch Banking and Trust Company | 3.640000000% | \$182,000,000.00 |
| PNC Bank, National Association | 3.640000000% | \$182,000,000.00 |
| Canadian Imperial Bank of Commerce, New York Branch | 3.640000000% | \$182,000,000.00 |
| Compass Bank | 3.640000000% | \$182,000,000.00 |
| The Toronto-Dominion Bank, New York Branch | 3.640000000% | \$182,000,000.00 |
| Regions Bank | 3.640000000% | \$182,000,000.00 |
| Mizuho Bank, Ltd. | 3.640000000% | \$182,000,000.00 |
| Zions Bancorporation, N.A. dba Amegy Bank | 2.320000000% | \$116,000,000.00 |
| BOKF, N.A., dba Bank of Oklahoma | 2.320000000% | \$116,000,000.00 |
| Iberiabank | 2.320000000% | \$116,000,000.00 |
| The Huntington National Bank | 2.320000000% | \$116,000,000.00 |
| Sumitomo Mitsui Banking Corporation | 2.320000000% | \$116,000,000.00 |
| Comerica Bank | 2.320000000% | \$116,000,000.00 |
| Frost Bank, a Texas State Bank | 1.600000000% | \$80,000,000.00 |
| West Texas National Bank | 1.000000000% | \$50,000,000.00 |
| Total | 100.000000000% | \$5,000,000,000.00 |