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

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**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): August 30, 2013**

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**DIAMONDBACK ENERGY, INC.**

(Exact Name of Registrant as Specified in Charter)

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

**001-35700**  
(Commission File Number)

**45-4502447**  
(I.R.S. Employer  
Identification Number)

**500 West Texas  
Suite 1225  
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)

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

On August 30, 2013, we entered into a Third Amendment (the “Third Amendment”) to the Amended and Restated Credit Agreement, originally dated as of July 24, 2012, as subsequently amended (the “Credit Agreement”), by and among us, as parent guarantor, our wholly-owned subsidiary Diamondback O&G LLC (f/k/a Windsor Permian LLC), as borrower, each of the guarantors party thereto, each of the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent for the lenders. The Third Amendment modifies certain provisions of the Credit Agreement restricting our ability to enter into commodities and interest rate swap agreements.

Wells Fargo Bank, N.A. and certain other lenders under the Credit Agreement or their affiliates have provided and/or may in the future provide financial advisory, investment banking and commercial banking services in the ordinary course of business to us and certain of our affiliates, for which they have received, and may in the future receive, customary fees and expense reimbursement. In addition, Wells Fargo Bank, N.A. is the counterparty to certain price swap derivatives that we use to reduce price volatility associated with certain of our oil sales.

The preceding summary of the Third Amendment is qualified in its entirety by reference to the full text of such agreement, a copy of which is attached as Exhibit 10.1 hereto and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits***(d) Exhibits*

<b>Number</b>	<b>Exhibit</b>
10.1	Third Amendment to Amended and Restated Credit Agreement, dated as of August 30, 2013, among Diamondback Energy, Inc., as parent guarantor, Diamondback O&G LLC (f/k/a Windsor Permian LLC), as borrower, each of the guarantors party thereto, each of the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent for the lenders.
10.2	Second Amendment to Amended and Restated Credit Agreement, dated as of September 28, 2012, among Diamondback Energy, Inc., as parent guarantor, Windsor Permian LLC, as borrower, each of the guarantors party thereto, each of the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent for the lenders.

**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: September 6, 2013

By: /s/ Teresa L. Dick

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Teresa L. Dick

Senior Vice President and Chief Financial Officer

## Exhibit Index

Number	Exhibit
10.1	Third Amendment to Amended and Restated Credit Agreement, dated as of August 30, 2013, among Diamondback Energy, Inc., as parent guarantor, Diamondback O&G LLC (f/k/a Windsor Permian LLC), as borrower, each of the guarantors party thereto, each of the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent for the lenders.
10.2	Second Amendment to Amended and Restated Credit Agreement, dated as of September 28, 2012, among Diamondback Energy, Inc., as parent guarantor, Windsor Permian LLC, as borrower, each of the guarantors party thereto, each of the lenders party thereto, and Wells Fargo Bank, National Association, as administrative agent for the lenders.

THIRD AMENDMENT

TO

AMENDED AND RESTATED

CREDIT AGREEMENT

DATED AS OF AUGUST 30, 2013

AMONG

DIAMONDBACK ENERGY, INC.,  
AS PARENT GUARANTOR

DIAMONDBACK O&G LLC (F/K/A WINDSOR PERMIAN LLC),  
AS BORROWER,

THE GUARANTORS,

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
AS ADMINISTRATIVE AGENT,

AND

THE LENDERS PARTY HERETO

SOLE BOOK RUNNER AND SOLE LEAD ARRANGER

WELLS FARGO SECURITIES, LLC

### THIRD AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

**THIS THIRD AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT** (this "Third Amendment") dated as of August 30, 2013, is among: DIAMONDBACK ENERGY, INC., a Delaware corporation, as the Parent Guarantor (the "Parent Guarantor"); DIAMONDBACK O&G LLC, a Delaware limited liability company (f/k/a Windsor Permian LLC, the "Borrower"); each of the undersigned guarantors (together with the Parent Guarantor, the "Guarantors"); each of the lenders party to the Credit Agreement referred to below (collectively, the "Lenders"); and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells"), 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 Amended and Restated Credit Agreement dated as of July 24, 2012, as amended by that certain First Amendment dated as of July 31, 2012 and that certain Second Amendment dated as of September 28, 2012 (as amended, modified or supplemented, 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 and the Majority Lenders have agreed to amend certain provisions of the Credit Agreement as set forth herein.

C. Now, therefore, to induce the Administrative Agent and the Lenders to enter into this Third 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 Third Amendment. Unless otherwise indicated, all section references in this Third Amendment refer to sections of the Credit Agreement.

Section 2. Amendments to Credit Agreement.

2.1 Amendments to Section 1.02. Section 1.02 is hereby amended by deleting the definitions of "Agreement" in its entirety and replacing it with the following:

“Agreement” means this Amended and Restated Credit Agreement, as amended by the First Amendment dated as of July 31, 2012, the Second Amendment dated as of September 28, 2012 and the Third Amendment dated as of August 30, 2013, as the same may be amended, modified or supplemented from time to time.”

2.2 Amendment to Section 9.18(a). Section 9.18(a) is hereby amended by deleting such Section in its entirety and replacing it with the following:

“(a) The Parent Guarantor and the Borrower will not, and will not permit any of their Subsidiaries to, enter into any Swap Agreements with any Person other than (i) Swap Agreements in respect of commodities (A) with an Approved Counterparty, (B) the notional volumes for which (when aggregated with other commodity Swap Agreements then in effect other than basis differential swaps on volumes already hedged pursuant to other Swap Agreements) do not exceed, as of the date such Swap Agreement is executed, (I) for the period of 24 months after such Swap Agreement is executed, 85% of the reasonably anticipated projected production from their Oil and Gas Properties which are classified as proved as of the date such Swap Agreement is entered into for each month during such 24 month period for each of crude oil and natural gas, calculated separately and determined by reference to the most recently delivered Reserve Report and (II) for the period of 25 to 60 months after such Swap Agreement is executed, 75% of the reasonably anticipated projected production from their Oil and Gas Properties which are classified as proved as of the date such Swap Agreement is entered into for each month during such 25 to 60 month period for each of crude oil and natural gas, calculated separately and determined by reference to the most recently delivered Reserve Report, and provided that in each instance, no such Swap Agreement shall have a tenor of more than 60 months after such Swap Agreement is entered into, and (ii) Swap Agreements in respect of interest rates with an Approved Counterparty effectively converting interest rates from floating to fixed, the notional amounts of which (when aggregated with all other Swap Agreements of the Borrower and its Subsidiaries then in effect effectively converting interest rates from floating to fixed) do not exceed 75% of the then outstanding principal amount of the Borrower’s Debt for borrowed money which bears interest at a floating rate. In no event shall any Swap Agreement contain any requirement, agreement or covenant for the Borrower or any of its Subsidiaries to post collateral or margin to secure their obligations under such Swap Agreement or to cover market exposures.”

Section 3. Conditions Precedent. This Third Amendment shall become effective on the date (such date, the “Third Amendment Effective Date”), when each of the following conditions is satisfied (or waived in accordance with Section 12.02):

3.1 The Administrative Agent shall have received from the Majority Lenders, the Guarantors and the Borrower, counterparts (in such number as may be requested by the Administrative Agent) of this Third Amendment signed on behalf of such Person.

3.2 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.

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

The Administrative Agent is hereby authorized and directed to declare this Third 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 3 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 4. Miscellaneous.

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

4.2 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 Third Amendment:

(i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct 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.

4.3 Counterparts. This Third 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 Third Amendment by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

4.4 **NO ORAL AGREEMENT. THIS THIRD 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.**



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

4.6 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 Third 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.

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

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

4.9 Loan Document. This Third Amendment is a Loan Document.

[SIGNATURES BEGIN NEXT PAGE]

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

DIAMOND BACK O&G LLC (f/k/a Windsor Permian LLC), as  
Borrower

By: /s/ Teresa L. Dick

Name: Teresa L. Dick

Title: CFO

DIAMONDBACK ENERGY, INC.,  
as the Parent Guarantor

By: /s/ Teresa L. Dick

Name: Teresa L. Dick

Title: CFO

DIAMONDBACK E&P LLC,  
as a Guarantor

By: /s/ Teresa L. Dick

Name: Teresa L. Dick

Title: CFO

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

By: /s/ Patrick J. Fults  
Name: Patrick J. Fults  
Title: Vice President

SIGNATURE PAGE  
THIRD AMENDMENT TO CREDIT AGREEMENT

AMEGY BANK NATIONAL ASSOCIATION,  
as a Lender

By: /s/ JB Askew  
Name: JB Askew  
Title: Assistant Vice President

SIGNATURE PAGE  
THIRD AMENDMENT TO CREDIT AGREEMENT

U.S. BANK NATIONAL ASSOCIATION,  
as a Lender

By: /s/ Tara McLean  
Name: Tara McLean  
Title: Vice President

SIGNATURE PAGE  
THIRD AMENDMENT TO CREDIT AGREEMENT

WEST TEXAS NATIONAL BANK,  
as a Lender

By: /s/ Chris L. Whigham  
Name: Chris L. Whigham  
Title: Senior Vice President  
Manager of Energy Lending

SIGNATURE PAGE  
THIRD AMENDMENT TO CREDIT AGREEMENT

SECOND AMENDMENT  
TO  
AMENDED AND RESTATED  
CREDIT AGREEMENT  
DATED AS OF SEPTEMBER 28, 2012  
AMONG  
DIAMONDBACK ENERGY LLC,  
AS PARENT GUARANTOR  
WINDSOR PERMIAN LLC,  
AS BORROWER,  
THE GUARANTORS,  
WELLS FARGO BANK, NATIONAL ASSOCIATION,  
AS ADMINISTRATIVE AGENT,  
AND  
THE LENDERS PARTY HERETO  
SOLE BOOK RUNNER AND SOLE LEAD ARRANGER  
WELLS FARGO SECURITIES, LLC

## SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

**THIS SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT** (this “Second Amendment”) dated as of September 28, 2012, is among: Diamondback Energy LLC, a Delaware limited liability company, as the initial Parent Guarantor (“Diamondback”); WINDSOR PERMIAN LLC, a Delaware limited liability company (the “Borrower”); each of the undersigned guarantors (together with Diamondback, the “Guarantors”); each of the lenders party to the Credit Agreement referred to below (collectively, the “Lenders”); and WELLS FARGO BANK, National Association (“Wells”), 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 Amended and Restated Credit Agreement dated as of July 24, 2012, as amended by that certain First Amendment dated as of July 31, 2012 (as amended, amended and restated, modified or supplemented, the “Credit Agreement”), pursuant to which the Lenders have made certain credit available to and on behalf of the Borrower.

B. The Borrower has informed the Administrative Agent that it will not be able to comply with the requirements of Section 9.01(d) for the fiscal quarter ending September 30, 2012 and that it has exceeded the limit on lease payments set forth in Section 9.07, and has requested that the Majority Lenders waive such compliance for such period and the excess in the lease payments, each as set forth herein.

C. The Borrower has requested and the Majority Lenders have agreed to amend and waive certain other provisions of the Credit Agreement as set forth herein.

D. Now, therefore, to induce the Administrative Agent and the Lenders to enter into this Second 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 Second Amendment. Unless otherwise indicated, all section references in this Second Amendment refer to sections of the Credit Agreement.

Section 2. Amendments to Credit Agreement.

2.1 Amendments to Section 1.02. Section 1.02 is hereby amended by deleting the definitions of “Agreement” and “Subordinated Debt” in their entirety and replacing them with the following:



“Agreement” means this Amended and Restated Credit Agreement, as amended by the First Amendment dated as of July 31, 2012 and the Second Amendment dated as of September 28, 2012, as the same may be amended or supplemented from time to time.

“Subordinated Debt” means, except as permitted in Section 9.04(b), Debt (i) in a maximum principal amount not to exceed \$45,000,000, (ii) with interest no greater than 8% per annum and payable only in kind, (iii) with a maturity date no earlier than 91 days after the Maturity Date, (iv) subordinate in all respects to the Indebtedness and (v) unsecured.

2.2 Amendment to Section 9.07. Section 9.07 is hereby amended by deleting the number “\$250,000” therein and replacing it with “\$550,000”.

Section 3. Waivers. Subject to the conditions precedent contained in Section 4 of this Second Amendment and the ratification contained in Section 5.2 of this Second Amendment, the Majority Lenders hereby waive (a) compliance with Section 9.01(d) for the fiscal quarter ending September 30, 2012, (b) the provisions of Section 9.04(b) to the extent necessary to permit the amendment of the documentation governing the Subordinated Debt to reflect an increase in the maximum principal amount thereof to \$45,000,000 and (c) the amount of lease payments in excess of the basket set forth in Section 9.07 for the period ending on the Second Amendment Effective Date.

Section 4. Conditions Precedent. This Second Amendment shall become effective on the date (such date, the “Second 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 Majority Lenders, the Parent Guarantor and the Borrower, counterparts (in such number as may be requested by the Administrative Agent) of this Second Amendment signed on behalf of such Person.

4.2 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.

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

The Administrative Agent is hereby authorized and directed to declare this Second 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 and waived by this Second Amendment, shall remain in full force and effect following the effectiveness of this Second Amendment.

5.2 Ratification and Affirmation; Representations and Warranties. Each of the Parent Guarantor 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 or waived hereby and (b) represents and warrants to the Lenders that as of the date hereof, after giving effect to the terms of this Second Amendment:

(i) all of the representations and warranties contained in each Loan Document to which it is a party are true and correct, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case, such representations and warranties shall continue to be true and correct 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 Limitation of Waiver. Neither the execution by the Administrative Agent or the Lenders of this Second Amendment, nor any other act or omission by the Administrative Agent or the Lenders or their officers in connection herewith, shall be deemed a waiver by the Administrative Agent or the Lenders of any other defaults which may exist or which may occur in the future under the Credit Agreement and/or the other Loan Documents, or any future defaults of the same provision waived hereunder (collectively "Other Violations"). Similarly, nothing contained in this Second Amendment shall directly or indirectly in any way whatsoever either: (i) impair, prejudice or otherwise adversely affect the Administrative Agent's or the Lenders' right at any time to exercise any right, privilege or remedy in connection with the Loan Documents with respect to any Other Violations, (ii) amend or alter any provision of the Credit Agreement, the other Loan Documents, or any other contract or instrument (except for the amendments and waivers herein), or (iii) constitute any course of dealing or other basis (except for the amendments and waivers herein) for altering any obligation of the Borrower or any right, privilege or remedy of the Administrative Agent or the Lenders under the Credit Agreement, the other Loan Documents, or any other contract or instrument. Nothing in this Second Amendment shall be construed to be a consent by the Administrative Agent or the Lenders to any Other Violations.

5.4 Counterparts. This Second 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 Second Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

5.5 **NO ORAL AGREEMENT.** THIS SECOND 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.

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

5.7 **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 Second 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.

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

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

5.10 **Loan Document.** This Second Amendment is a Loan Document.

[SIGNATURES BEGIN NEXT PAGE]

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

WINDSOR PERMIAN LLC,  
as Borrower

By: /s/ Teresa L. Dick  
Name: Teresa L. Dick  
Title: CFO

DIAMONDBACK ENERGY LLC,  
as the initial Parent Guarantor

By: /s/ Teresa L. Dick  
Name: Teresa L. Dick  
Title: CFO

DIAMONDBACK E&P LLC,  
as a Guarantor

By: /s/ Teresa L. Dick  
Name: Teresa L. Dick  
Title: CFO

DIAMONDBACK ENERGY, INC.,  
as a Guarantor

By: /s/ Teresa L. Dick  
Name: Teresa L. Dick  
Title: CFO

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

By: /s/ Patrick J. Fults  
Name: Patrick J. Fults  
Title: Vice President

SIGNATURE PAGE  
SECOND AMENDMENT TO CREDIT AGREEMENT

AMEGY BANK NATIONAL ASSOCIATION,  
as a Lender

By: /s/ JB Askew  
Name: JB Askew  
Title: Assistant Vice President

SIGNATURE PAGE  
SECOND AMENDMENT TO CREDIT AGREEMENT

U.S. BANK NATIONAL ASSOCIATION,  
as a Lender

By: /s/ Bruce E. Hernandez  
Name: Bruce E. Hernandez  
Title: Vice President

SIGNATURE PAGE  
SECOND AMENDMENT TO CREDIT AGREEMENT

WEST TEXAS NATIONAL BANK,  
as a Lender

By: /s/ Chris L. Whigham  
Name: Chris L. Whigham  
Title: Senior Vice President

SIGNATURE PAGE  
SECOND AMENDMENT TO CREDIT AGREEMENT