
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): October 24, 2024

HPS CORPORATE LENDING FUND

(Exact name of Registrant as Specified in Its Charter)

DELAWARE
(State or Other Jurisdiction
of Incorporation)

814-01431
(Commission
File Number)

87-6391045
(IRS Employer
Identification No.)

**40 West 57th Street, 33rd Floor
New York, NY**
(Address of Principal Executive Offices)

10019
(Zip Code)

Registrant's telephone number, including area code: 212-287-6767

N/A
(Former Name or Former Address, if Changed Since Last Report)

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

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

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

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement

On October 24, 2024, HPS Corporate Lending Fund (the “**Fund**”) entered into a Commitment Increase Agreement (the “**Commitment Increase Agreement**”) among the Fund, Wells Fargo Bank, N.A., as the assuming lender (the “**Assuming Lender**”), JPMorgan Chase Bank, N.A., as administrative agent, and the issuing banks, pursuant to the Fund’s Senior Secured Revolving Credit Agreement, dated as of June 23, 2022, among the Fund, as borrower, the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (as amended and supplemented, the “**Revolving Credit Facility**”).

The Commitment Increase Agreement provides for the Assuming Lender’s multicurrency commitment, thereby bringing aggregate commitments of the lenders under the Revolving Credit Facility from \$1,375,000,000 to \$1,525,000,000 through the accordion feature in the Revolving Credit Facility. The accordion feature in the Revolving Credit Facility allows the Fund, under certain circumstances, to increase the total size of the facility to a maximum aggregate commitment of \$1,912,500,000.

The description above is only a summary of the material provisions of the Commitment Increase Agreement and is qualified in its entirety by reference to a copy of the Commitment Increase Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

Item 2.03. Creation of Direct Financial Obligation

The information included under Item 1.01 above regarding the Commitment Increase Agreement and the Revolving Credit Facility is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 [Commitment Increase Agreement, dated as of October 24, 2024, by and among HPS Corporate Lending Fund, JPMorgan Chase Bank, N.A., as administrative agent, Wells Fargo Bank, N.A., as the assuming lender and the issuing banks.](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

HPS CORPORATE LENDING FUND

Date: October 28, 2024

By: /s/ Robert Busch

Name: Robert Busch

Title: Chief Financial Officer and Principal Accounting Officer

COMMITMENT INCREASE AGREEMENT

October 24, 2024

JPMorgan Chase Bank, N.A., as
Administrative Agent
500 Stanton Christiana Road
NCC 5, Floor 1
Newark, DE 19713-2107
Attention: Loan & Agency Services Group

Ladies and Gentlemen:

We refer to the Senior Secured Revolving Credit Agreement dated as of June 23, 2022 (as amended by that certain Amendment No. 1 dated as of October 30, 2023, as further amended by that certain Amendment No. 2 dated as of June 11, 2024 and as further amended, modified or supplemented from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined) among HPS Corporate Lending Fund (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for said Lenders. You have advised us that the Borrower has requested in a letter dated October 24, 2024 (the "Increase Request") from the Borrower to the Administrative Agent that the aggregate amount of the Commitments be increased on the terms and subject to the conditions set forth herein.

A. Commitment Increase. Pursuant to Section 2.08(e) of the Credit Agreement, Wells Fargo Bank, N.A. (the "Assuming Lender"), hereby agrees to make the Multicurrency Commitments in the amount set forth opposite the name of the Assuming Lender listed in Schedule I hereto, such Multicurrency Commitments to be effective as of the Increase Date (as defined in the Increase Request); provided, that the Administrative Agent shall have received a duly executed officer's certificate from the Borrower which shall be dated as of the Increase Date and in substantially the form of Exhibit I hereto.

B. Confirmation of Assuming Lender. The Assuming Lender (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement, (ii) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender or Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, and (iii) acknowledges and agrees that, from and after the Increase Date, the making of the associated Multicurrency Commitments shall be governed for all purposes by the Credit Agreement and the other Loan Documents.

C. Counterparts. This Commitment Increase Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Commitment Increase Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures (including, for the avoidance of doubt, electronic signatures utilizing the DocuSign platform) or the keeping of

records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

D. Consent of Administrative Agent and Issuing Banks. The Administrative Agent and each of the undersigned Issuing Banks consent to the Commitment Increase and the execution of this Commitment Increase Agreement by the Assuming Lenders.

E. Governing Law. This Commitment Increase Agreement shall be construed in accordance with and governed by the law of the State of New York. Sections 9.09 and 9.10 of the Credit Agreement are incorporated herein by reference *mutatis mutandis*.

F. Miscellaneous. This Commitment Increase Agreement shall be deemed a “Loan Document” as such term is defined in Section 1.01 of the Credit Agreement.

Very truly yours,

ASSUMING LENDER

WELLS FARGO BANK, N.A.

By: /s/ Ryan Noll

Name: Ryan Noll

Title: Vice President

Accepted and agreed:

HPS CORPORATE LENDING FUND

By: /s/ Robert Busch

Name: Robert Busch

Title: Chief Financial Officer

Acknowledged and agreed:

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent and Issuing Bank

By: /s/ Tom Gillespie

Name: Tom Gillespie

Title: Executive Director

BANK OF AMERICA, N.A.,

as Issuing Bank

By: /s/ Sidhima Daruka

Name: Sidhima Daruka

Title: Director

GOLDMAN SACHS BANK USA,

as Issuing Bank

By: /s/ Priyankush Goswami

Name: Priyankush Goswami

Title: Authorized Signatory

SUMITOMO MITSUI BANKING CORPORATION,

as Issuing Bank

By: /s/ Shane Klein

Name: Shane Klein

Title: Managing Director

Assuming Lender

Wells Fargo Bank, N.A.

Commitment Increase

\$150,000,000 (Multicurrency)

OFFICER'S CERTIFICATE

October 24, 2024

JPMorgan Chase Bank, N.A., as
Administrative Agent
500 Stanton Christiana Road
NCC 5, Floor 1
Newark, DE 19713-2107
Attention: Loan & Agency Services Group

Ladies and Gentlemen:

On behalf of HPS Corporate Lending Fund (the "Borrower"), I, Robert Busch as Chief Financial Officer of the Borrower, refer to the Senior Secured Revolving Credit Agreement dated as of June 23, 2022 (as amended by that certain Amendment No.1 dated as of October 30, 2023, as further amended by that certain Amendment No. 2 dated as of June 11, 2024 and as further amended, modified or supplemented from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined) among the Borrower, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for said Lenders. I also refer to the letter dated October 24, 2024 (the "Increase Request") from the Borrower to the Administrative Agent, requesting that the aggregate amount of the Commitments be increased as set forth therein on the Increase Date (as defined in the Increase Request).

With respect to the Increase Request, I hereby certify in my capacity as an authorized officer of the Borrower and not in any individual capacity that each of the conditions to the related Commitment Increase (as defined in each applicable Increase Request) set forth in Sections 2.08(e)(i) (B), (E) and (F) of the Credit Agreement have been satisfied as of the date hereof.

Very truly yours,

HPS CORPORATE LENDING FUND

By: _____

Name: Robert Busch

Title: Chief Financial Officer