
**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): June 26, 2025

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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
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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 June 26, 2025, HPS Corporate Lending Fund (the “**Fund**”) entered into a Commitment Increase Agreement (the “**Commitment Increase Agreement**”) among the Fund, Canadian Imperial Bank of Commerce, 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 \$1,975,000,000 to \$2,050,000,000 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 \$2,962,500,000.

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 June 26, 2025, by and among HPS Corporate Lending Fund, JPMorgan Chase Bank, N.A., as administrative agent, Canadian Imperial Bank of Commerce, as the assuming lender, and the issuing banks party thereto.](#)

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: June 26, 2025

By: /s/ Robert Busch

Name: Robert Busch

Title: Chief Financial Officer and Principal Accounting Officer

COMMITMENT INCREASE AGREEMENT

June 26, 2025

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, as further amended by that certain Amendment No. 3 dated as of April 29, 2025, 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 June 26, 2025 (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, Canadian Imperial Bank of Commerce (the "Assuming Lender"), hereby agrees to make a Multicurrency Commitment in the amount set forth in Schedule I hereto pursuant to the instruction of the Administrative Agent, such Multicurrency Commitment 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, dated the Increase Date, 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. Pursuant to Section 2.08(e)(i)(C) of the Credit Agreement, 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 and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise and whether at law or in equity) based upon or arising out of this Commitment Increase Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the laws 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

CANADIAN IMPERIAL BANK OF COMMERCE

By: /s/ Kathryn Lagroix

Name: Kathryn Lagroix

Title: Managing Director

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/ Kevin Faber
Name: Kevin Faber
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

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Issuing Bank

By: /s/ Ryan Noll
Name: Ryan Noll
Title: Vice President

SUMITOMO MITSUI BANKING CORPORATION,
as Issuing Bank

By: /s/ Shane Klein
Name: Shane Klein
Title: Managing Director

<u>Assuming Lender</u>	<u>Commitment Increase</u>
Canadian Imperial Bank of Commerce	\$ 75,000,000 (Multicurrency)