

**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): October 30, 2023

**Republic Services, Inc.**  
(Exact name of registrant as specified in its charter)

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

**1-14267**  
(Commission  
File Number)

**65-0716904**  
(I.R.S. Employer  
Identification No.)

**18500 North Allied Way**  
**Phoenix, Arizona**  
(Address of principal executive offices)

**85054**  
(Zip Code)

Registrant's telephone number, including area code: (480) 627-2700

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

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:

- 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))

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of exchange on which registered
Common Stock, par value \$0.01 per share	RSG	New York Stock Exchange

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.

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

*Amendment No. 2 to Amended and Restated Credit Agreement*

On October 30, 2023, Republic Services, Inc. (the “Company”) and its subsidiary USE Canada Holdings, Inc. (the “Canadian Borrower”) entered into Amendment No. 2 (the “Credit Agreement Amendment”) to the Amended and Restated Credit Agreement, dated as of August 17, 2021 and amended on February 23, 2023 (the “Credit Agreement”), with the other lenders party thereto and Bank of America, N.A., as administrative agent, swing line lender and L/C issuer.

The Credit Agreement Amendment increases the aggregate commitments under the Credit Agreement in an amount equal to \$500 million (the “Commitment Increase”), for an aggregate commitment under the Credit Agreement of \$3.5 billion. As part of the Commitment Increase, the amount of permitted (i) loans to the Canadian Borrower and (ii) loans denominated in Canadian dollars (the “Canadian Sublimit”) each were increased from \$500 million to \$1 billion. The Canadian Sublimit is a part of, and not in addition to, the aggregate commitments under the Credit Agreement.

The foregoing description of the Credit Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the Credit Agreement Amendment, a copy of which is filed as Exhibit 4.1 to this Current Report on Form 8-K. The Credit Agreement Amendment is not intended to be a source of factual, business or operational information about the Company or its subsidiaries. The representations and warranties contained in the Credit Agreement Amendment were made only for purposes of the Credit Agreement Amendment and as of specific dates, were solely for the benefit of the parties to the Credit Agreement Amendment, and may be subject to limitations agreed upon by the parties, including being qualified by disclosures for the purpose of allocating contractual risk between the parties instead of establishing matters as facts; and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors or security holders. Accordingly, investors and security holders should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the parties.

*Upsize to Commercial Paper Program*

On November 2, 2023, the Company amended its unsecured commercial paper program (the “Program”) to increase the maximum aggregate amount of unsecured commercial paper notes that may be issued from time to time under the Program from \$1.0 billion to \$1.5 billion.

From time to time, one or more commercial paper dealers acting as a dealer under the Program and certain of their respective affiliates have provided, and may in the future provide, lending, commercial banking, investment banking and other financial advisory services to the Company and its affiliates.

The Company may issue notes under the Program using the exemption from registration contained in Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”). The notes offered under the Program have not been and will not be registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. The information contained in this Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy the notes under the Program.

\* \* \* \*

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

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

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

Exhibit No.	Description
<a href="#">4.1</a>	<a href="#">Amendment No. 2 to Amended and Restated Credit Agreement, dated as of October 30, 2023, by and among Republic Services, Inc., USE Canada Holdings, Inc., Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and the other lenders party thereto.</a>
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document



## AMENDMENT NO. 2 TO AMENDED AND RESTATED CREDIT AGREEMENT

This **AMENDMENT NO. 2 TO AMENDED AND RESTATED CREDIT AGREEMENT** dated as of October 30, 2023 (this "Amendment") is made among **REPUBLIC SERVICES, INC.**, a Delaware corporation (the "Company"), **USE CANADA HOLDINGS, INC.**, a Canadian corporation (the "Canadian Borrower" and, together with the Company, the "Borrowers" and each a "Borrower"), **BANK OF AMERICA, N.A.**, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), and the Lenders party hereto. Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Credit Agreement described below.

## RECITALS:

A. The Company, the Administrative Agent and the Lenders have entered into that certain Amended and Restated Credit Agreement dated as of August 17, 2021 (as amended, restated, supplemented or otherwise modified prior to the date hereof immediately prior to the effectiveness of this Amendment, the "Existing Credit Agreement"; the Existing Credit Agreement as amended by this Amendment, the "Credit Agreement"), pursuant to which the Lenders have made available to the Company a revolving credit facility with a swing line sublimit and a letter of credit sublimit.

B. The Borrowers have advised the Administrative Agent and the Lenders that they desire to amend certain provisions of the Existing Credit Agreement, including to increase the Aggregate Commitments in an aggregate amount equal to \$500,000,000 pursuant to Section 2.14 of the Existing Credit Agreement (such increase, the "Amendment No. 2 Commitment Increase").

C. The Administrative Agent and the Lenders are willing to effect such amendments on the terms and conditions contained in this Amendment and, to the extent a Lender has agreed to increase its Commitment hereunder as set forth on Schedule 2.01 attached hereto as Annex A (each such Lender, an "Incremental Lender"), such Lender agrees to provide a portion of such Amendment No. 2 Commitment Increase as set forth herein.

In consideration of the premises and further valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to the Existing Credit Agreement. Subject to and in accordance with the terms and conditions set forth herein and in reliance upon the representations and warranties set forth herein, the parties hereto hereby agree that as of the Amendment No. 2 Effective Date (defined below):

(a) the Aggregate Commitments shall be increased by the amount of the Amendment No. 2 Commitment Increase reflected on Schedule 2.01 (Commitments and Applicable Percentages) attached hereto as Annex A;

(b) the Commitments and Applicable Percentages shall be as set forth on Schedule 2.01 (Commitments and Applicable Percentages) attached hereto as Annex A after giving effect to the Amendment No. 2 Commitment Increase and such Schedule shall be amended and restated as set forth on Annex A hereto;

(c) the definition of "Canadian Borrower Sublimit" in Section 1.01 of the Existing Credit Agreement is hereby amended by deleting the reference therein to "\$500,000,000" and replacing it with "\$1,000,000,000"; and

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(d) the definition of “Canadian Dollar Sublimit” in Section 1.01 of the Existing Credit Agreement is hereby amended by deleting the reference therein to “\$500,000,000” and replacing it with “\$1,000,000,000”.

Each of the parties hereto agrees that the Commitments provided pursuant to the Amendment No. 2 Commitment Increase shall be subject to the same terms and conditions as the existing Commitments under the Credit Agreement. The amendments to the Existing Credit Agreement are limited to the extent specifically described herein (including as set forth in the annexes hereto) and no other terms, covenants or provisions of the Existing Credit Agreement or any other Loan Document are intended to be affected hereby

2. Conditions Precedent to Amendment. The parties hereto agree that this Amendment shall become effective on the date when the following conditions shall have been satisfied (such date, the “Amendment No. 2 Effective Date”):

(a) the Administrative Agent’s receipt of the following, each properly executed by a Responsible Officer of each signing Borrower and each in form and substance reasonably satisfactory to the Administrative Agent:

(i) this Amendment, duly executed by each of the Borrowers, the Administrative Agent, the Required Lenders and each Incremental Lender;

(ii) (A) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of the Company and the Canadian Borrower as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which the Company and/or the Canadian Borrower is a party and (B) such documents and certifications as the Administrative Agent may reasonably require to evidence that each of the Company and the Canadian Borrower is duly organized or formed, and that such Person is validly existing, in good standing and qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and

(iii) favorable opinions of (A) Quarles & Brady LLP, counsel to the Company and the Canadian Borrower, and (B) Stikeman Elliott LLP, counsel to the Canadian Borrower, in each case, addressed to the Administrative Agent and each Lender in form and substance reasonably satisfactory to the Administrative Agent.

(b) a certificate of a Responsible Officer of the Company, delivered on behalf of the Borrowers, certifying that, immediately before and after giving effect to the Amendment No. 2 Commitment Increase, (i) the representations and warranties contained in Article V of the Credit Agreement are true and correct on and as of the Amendment No. 2 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that the representations and warranties contained in subsection (a) of Section 5.11 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clause (a) of Section 6.01 of the Credit Agreement and (ii) no Default exists;

(c) unless waived by the Administrative Agent, the payment of all fees and expenses of the Administrative Agent and the Lenders (including the reasonable fees and expenses of counsel to the Administrative Agent to the extent invoiced prior to the date hereof) in connection with this Amendment;

(d) (i) upon the reasonable request of any Lender, each Borrower shall have provided to such Lender the documentation and other information so requested in connection with applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act and the Canadian AML Acts, and (ii) if a Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, such Borrower shall have delivered a Beneficial Ownership Certification in relation to such Borrower; and

(e) the Borrowers shall have prepaid any Committed Loans outstanding on the Amendment No. 2 Effective Date (and pay any additional amounts required pursuant to Section 3.05) to the extent necessary to keep the outstanding Committed Loans ratable with any revised Applicable Percentages set forth on Schedule 2.01 attached hereto.

For purposes of determining compliance with the conditions specified in this Section 2, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the Amendment No. 2 Effective Date specifying its objection thereto.

3. Reallocation of Aggregate Commitments and Outstanding Amounts. The parties hereto agree that the Administrative Agent shall reallocate the Committed Loans, Applicable Percentages of the Outstanding Amount of all L/C Obligations and Applicable Percentages of the Outstanding Amount of all Swing Line Loans in accordance with the updated Applicable Percentages of the Lenders as of the Amendment No. 2 Effective Date and the Lenders agree to make all payments and adjustments necessary to effect such reallocation.

4. Representations and Warranties. In order to induce the Administrative Agent and the Lenders to enter into this Amendment, each Borrower represents and warrants to the Administrative Agent and the Lenders as follows:

- (a) The representations and warranties of each Borrower contained in Article V of the Credit Agreement and in the other Loan Documents are true and correct in all material respects (except, if a qualifier relating to materiality, Material Adverse Effect or a similar concept applies, such representation or warranty is true and correct in all respects) on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (except, if a qualifier relating to materiality, Material Adverse Effect or a similar concept applies, such representation or warranty is true and correct in all respects) as of such earlier date and except that the representations and warranties in Section 5.11(a) shall be deemed to refer to the most recent statements furnished pursuant to Section 6.01.
- (b) Since the date of the Audited Financial Statements, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.
- (c) This Amendment has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding obligation of, each Borrower, except as may be limited by general principles of equity or by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors’ rights generally.



(d) No Default or Event of Default has occurred and is continuing as of the date hereof or would result after giving effect to this Amendment and the transactions contemplated hereby.

5. Entire Agreement. This Amendment, together with the Loan Documents (collectively, the “Relevant Documents”), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to the other in relation to the subject matter hereof or thereof. None of the terms or conditions of this Amendment may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Section 10.01 of the Credit Agreement.

6. Full Force and Effect of Amendment. Except as hereby specifically amended, modified or supplemented, the Credit Agreement and all other Loan Documents are hereby confirmed and ratified in all respects and shall be and remain in full force and effect according to their respective terms. The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of any Lender under the Credit Agreement or any of the other Loan Documents. Each Borrower (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Loan Documents as amended hereby and (c) agrees that this Amendment, and all documents executed in connection herewith, do not operate to reduce or discharge any Borrower’s obligations under the Loan Documents.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, facsimile or other electronic transmission (including .PDF) shall be effective as delivery of a manually executed counterpart of this Amendment.

8. Governing Law; Jurisdiction, Etc. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, and shall be further subject to the provisions of Sections 10.14 and 10.15 of the Credit Agreement.

9. Enforceability. Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.

10. References. This Amendment shall constitute a Loan Document and all references in any of the other Loan Documents to the “Credit Agreement” shall mean the Credit Agreement, as amended hereby.

11. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Borrowers, the Administrative Agent, the Lenders and their respective successors and assignees to the extent such assignees are permitted assignees as provided in Section 10.06 of the Credit Agreement.

12. Severability. If any provision of this Amendment is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Documentation Agents. In connection with this Amendment and the Credit Agreement on and after the date hereof, and subject to Sections 9.07, 9.08 and 10.16 of the Credit Agreement, PNC Bank, National Association and Royal Bank of Canada shall serve as Documentation Agents.

[Remainder of page intentionally left blank; signature pages follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

**BORROWERS:**

**REPUBLIC SERVICES, INC.**

By: /s/ Calvin R. Boyd

Name: Calvin R. Boyd

Title: Vice President, Finance and Treasurer

**USE CANADA HOLDINGS, INC.**

By: /s/ Calvin R. Boyd

Name: Calvin R. Boyd

Title: Vice President, Finance and Treasurer

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**ADMINISTRATIVE AGENT:**

**BANK OF AMERICA, N.A.**, as  
Administrative Agent

By: /s/ Angela Larkin  
Name: Angela Larkin  
Title: Vice President

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**LENDERS:**

**BANK OF AMERICA, N.A.**, as a Lender, L/C Issuer and Swing Line Lender

By: /s/ Michael Contreras

Name: Michael Contreras

Title: Director

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**BANK OF AMERICA, N.A. (Canada Branch)**, as a Lender and Swing  
Line Lender

By: /s/ Medina Sales de Andrade  
Name: Medina Sales de Andrade  
Title: Vice President

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**JPMORGAN CHASE BANK, N.A.**, as a Lender and L/C Issuer

By: /s/ Will Price

Name: Will Price

Title: Vice President

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**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as a Lender and  
L/C Issuer

By: /s/ Steven Chen

Name: Steven Chen

Title: Vice President

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**BARCLAYS BANK PLC**, as a Lender

By: /s/ Charlene Saldanha

Name: Charlene Saldanha

Title: Vice President

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**BNP PARIBAS**, as a Lender and L/C Issuer

By: /s/ Rick Pace

Name: Rick Pace

Title: Managing Director

By: /s/ Michael Lefkowitz

Name: Michael Lefkowitz

Title: Director

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**MIZUHO BANK, LTD.**, as a Lender and L/C Issuer

By: /s/ Donna DeMagistris  
Name: Donna DeMagistris  
Title: Executive Director

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**MUFG BANK, LTD.,** as a Lender and L/C Issuer

By: /s/ Meng Zhang

Name: Meng Zhang

Title: Vice President

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**SUMITOMO MITSUI BANKING CORPORATION**, as a Lender and L/C  
Issuer

By: /s/ Rosa Pritsch  
Name: Rose Pritsch  
Title: Director

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**THE BANK OF NOVA SCOTIA**, as a Lender and L/C Issuer

By: /s/ Robert Gass

Name: Robert Gass

Title: Managing Director

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**TRUIST BANK**, as a Lender and L/C Issuer

By: /s/ William P. Rutkowski

Name: William P. Rutkowski

Title: Director

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**U.S. BANK NATIONAL ASSOCIATION**, as a Lender and L/C Issuer

By: /s/ Steven L. Sawyer

Name: Steven L. Sawyer

Title: Senior Vice President

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**INTESA SANPAOLO S.P.A., NEW YORK BRANCH**, as a Lender

By: /s/ Javier Richard Cook

Name: Javier Richard Cook

Title: Managing Director

By: /s/ Jennifer Feldman Facciola

Name: Jennifer Feldman Facciola

Title: Business Director

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**KEYBANK NATIONAL ASSOCIATION**, as a Lender

By: /s/ Tad L. Stainbrook

Name: Tad L. Stainbrook

Title: Senior Vice President

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**PNC BANK, NATIONAL ASSOCIATION**, as a Lender and L/C Issuer

By: /s/ Douglas Jorgensen

Name: Douglas Jorgensen

Title: Senior Vice President

**PNC BANK CANADA BRANCH**, as a Lender

By: /s/ Martin Peichl

Name: Martin Peichl

Title: Senior Vice President

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**ROYAL BANK OF CANADA**, as a Lender

By: /s/ Raja Khanna

Name: Raja Khanna

Title: Authorized Signatory

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Annex A

**Schedule 2.01 (Commitments and Applicable Percentages)**

See attached.

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**COMMITMENTS AND  
APPLICABLE PERCENTAGES**

<b>Lender</b>	<b>Commitment immediately prior to the Amendment No. 2 Effective Date</b>	<b>Amendment No. 2 Commitment Increase</b>	<b>Commitment immediately after Amendment No. 2 Effective Date</b>	<b>Applicable Percentage after Amendment No. 2 Effective Date</b>
Bank of America, N.A.	\$ 300,000,000.00	\$ 50,000,000.00	\$ 350,000,000.00	10.000000000%
JPMorgan Chase Bank, N.A.	\$ 300,000,000.00	\$ 50,000,000.00	\$ 350,000,000.00	10.000000000%
Wells Fargo Bank, National Association	\$ 300,000,000.00	\$ 50,000,000.00	\$ 350,000,000.00	10.000000000%
Barclays Bank, PLC	\$ 185,000,000.00	\$ 24,000,000.00	\$ 209,000,000.00	5.971428571%
BNP Paribas	\$ 185,000,000.00	\$ 24,000,000.00	\$ 209,000,000.00	5.971428571%
Mizuho Bank, Ltd.	\$ 185,000,000.00	\$ 24,000,000.00	\$ 209,000,000.00	5.971428571%
PNC Bank, National Association	\$ 115,000,000.00	\$ 94,000,000.00	\$ 209,000,000.00	5.971428571%
Royal Bank of Canada	\$ 115,000,000.00	\$ 94,000,000.00	\$ 209,000,000.00	5.971428571%
Sumitomo Mitsui Banking Corporation	\$ 185,000,000.00	\$ 24,000,000.00	\$ 209,000,000.00	5.971428571%
The Bank of Nova Scotia	\$ 185,000,000.00	\$ 24,000,000.00	\$ 209,000,000.00	5.971428571%
Truist Bank	\$ 185,000,000.00	\$ 24,000,000.00	\$ 209,000,000.00	5.971428571%
MUFG Bank Ltd.	\$ 185,000,000.00	---	\$ 185,000,000.00	5.285714287%
U.S. Bank National Association	\$ 185,000,000.00	---	\$ 185,000,000.00	5.285714287%
CoBank, ACB	\$ 160,000,000.00	---	\$ 160,000,000.00	4.571428572%
Intesa SanPaolo S.p.A., New York Branch	\$ 115,000,000.00	\$ 18,000,000.00	\$ 133,000,000.00	3.800000000%
KeyBank National Association	\$ 115,000,000.00	---	\$ 115,000,000.00	3.285714286%
<b>Total</b>	<b>\$ 3,000,000,000.00</b>	<b>\$ 500,000,000.00</b>	<b>\$ 3,500,000,000.00</b>	<b>100.000000000%</b>