
Section 1: 8-K (8-K)

**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): April 3, 2018

BlackRock, Inc.

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction
of incorporation)

001-33099
(Commission
File Number)

32-0174431
(IRS Employer
Identification No.)

55 East 52nd Street, New York, New York
(Address of principal executive offices)

10055
(Zip Code)

Registrant's telephone number, including area code: (212) 810-5300

(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))

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 April 3, 2018, BlackRock, Inc. (“BlackRock”) and certain of its subsidiaries entered into Amendment No. 7 (“Amendment No. 7”) to its Five-Year Revolving Credit Agreement, dated as of March 10, 2011, as amended by Amendment No. 1 thereto, dated as of March 30, 2012, Amendment No. 2 thereto, dated as of March 28, 2013, Amendment No. 3 thereto, dated as of March 28, 2014, Amendment No. 4 thereto, dated as of April 2, 2015, Amendment No. 5 thereto, dated as of April 8, 2016 and Amendment No. 6 thereto, dated as of April 6, 2017 (the “Existing Credit Agreement”), with Wells Fargo Bank, National Association, as administrative agent, a swingline lender, an issuing lender, L/C agent and a lender, and the banks and other financial institutions referred to therein.

Among other things, Amendment No. 7 extends the maturity date (the “Maturity Date”) of the revolving facility to March 31, 2023 without utilizing BlackRock’s option to request extensions of the Maturity Date available under the Existing Credit Agreement. Except as modified by Amendment No. 7, the terms of the Existing Credit Agreement remain the same.

Certain of the financial institutions party to Amendment No. 7 and their affiliates have provided, and may in the future provide, investment banking, commercial lending, financial advisory and other services for BlackRock, and have received customary fees and expenses for these services.

The foregoing description of the terms and conditions of Amendment No. 7 is not complete and is in all respects subject to the actual provisions of Amendment No. 7, a copy of which has been filed as Exhibit 10.1 to this Current Report on Form 8-K and which is incorporated by reference herein.

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 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Amendment No. 7, dated as of April 3, 2018, by and among BlackRock, Inc., certain of its subsidiaries, Wells Fargo Bank, National Association, as administrative agent, a swingline lender, an issuing lender, L/C agent and a lender, and the banks and other financial institutions referred to therein.</u>

SIGNATURES

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 hereunto duly authorized.

BlackRock, Inc.

(Registrant)

By: /s/ Daniel R. Waltcher

Name: Daniel R. Waltcher

Title: Managing Director, Deputy General Counsel and Assistant Secretary

Date: April 6, 2018

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Section 2: EX-10.1 (EX-10.1)

Exhibit 10.1

AMENDMENT NO. 7 TO FIVE-YEAR REVOLVING CREDIT AGREEMENT

THIS AMENDMENT NO. 7 TO FIVE-YEAR REVOLVING CREDIT AGREEMENT (this "Amendment") is dated as of April 3, 2018, by and among BLACKROCK, INC., a Delaware corporation (the "Company"), the Designated Borrowers party hereto (each a "Designated Borrower" and, together with the Company, the "Borrowers" and, each a "Borrower"), the banks and other financial institutions or entities party hereto (the "Lenders") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

Statement of Purpose

The Borrowers, the Lenders and the Administrative Agent are parties to that certain Credit Agreement dated as of March 10, 2011 (as amended by that certain Amendment No. 1 to Five-Year Revolving Credit Agreement dated as of March 30, 2012, that certain Amendment No. 2 to Five-Year Revolving Credit Agreement dated as of March 28, 2013, that certain Amendment No. 3 to Five-Year Revolving Credit Agreement dated as of March 28, 2014, that certain Amendment No. 4 to Five-Year Revolving Credit Agreement dated as of April 2, 2015, that certain Amendment No. 5 to Five-Year Revolving Credit Agreement dated as of April 8, 2016, and that certain Amendment No. 6 to Five-Year Revolving Credit Agreement dated as of April 6, 2017, the "Credit Agreement"), pursuant to which the Lenders have extended certain credit facilities to the Borrowers.

The Borrowers have requested, and the Lenders and the Administrative Agent have agreed, subject to the terms and conditions set forth herein, to amend the Credit Agreement as specifically set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized Terms. All capitalized undefined terms used in this Amendment (including, without limitation, in the introductory paragraph and the Statement of Purpose hereto) shall have the meanings assigned thereto in the Credit Agreement.

2. Amendments. Subject to and in accordance with the terms and conditions set forth herein, the parties hereto hereby agree that the Credit Agreement is amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended by deleting the definitions of "Company Sublimit," "Designated Borrower Sublimit," "Japanese Yen Commitment" and "Maturity Date" in their entirety and replacing them with the following, respectively:

"Company Sublimit" means \$3,200,000,000, or such other amount as the Company has notified the Administrative Agent of by delivery to the Administrative Agent of a Company Sublimit Notice; provided that, in the event there is a Defaulting Lender, the Company Sublimit shall be reduced by such Defaulting Lender's Commitment Percentage for so long as such Lender is a Defaulting Lender. For the avoidance of doubt, upon any such Defaulting Lender being deemed cured in accordance with Section 4.16(h), by replacement of such Defaulting Lender pursuant to Section 4.14(b) or otherwise, the reduction of the Company Sublimit shall be of no further effect."

"Designated Borrower Sublimit" means (a) with respect to BlackRock Group Limited, \$1,500,000,000 and (b) with respect to any additional Designated Borrower, the amount reasonably determined by the Administrative Agent in consultation with the Company at the time such Subsidiary is added as a Designated Borrower pursuant to Section 2.9; provided that, in the event there is a Defaulting Lender, the

Designated Borrower Sublimit shall be reduced by such Defaulting Lender's Commitment Percentage for so long as such Lender is a Defaulting Lender.

For the avoidance of doubt, upon any such Defaulting Lender being deemed cured in accordance with Section 4.16(h), by replacement of such Defaulting Lender pursuant to Section 4.14(b) or otherwise, the reduction of the Designated Borrower Sublimit shall be of no further effect.”

“Japanese Yen Commitment’ means the lesser of (a) Forty Five Million Dollars (\$45,000,000) and (b) the Aggregate Revolving Commitments.”

“Maturity Date’ means the earliest to occur of (a) March 31, 2023 (as such date may be extended with respect to consenting Lenders pursuant to Section 2.10), (b) the date of termination by the Company pursuant to Section 2.6, or (c) the date of termination pursuant to Section 11.2(a).”

For the avoidance of doubt, the amendment of the definition of “Maturity Date” set forth above shall not constitute a utilization of the Company’s option to request extensions of the Maturity Date in respect of the Revolving Credit Facility pursuant to Section 2.10 of the Credit Agreement.

(b) Schedule 1.1(b) to the Credit Agreement is replaced with a revised Schedule 1.1(b) attached hereto as Exhibit A to this Amendment, which such Schedule 1.1(b) reflects the Commitments of all the Lenders and the L/C Fronting Commitments of all the Issuing Lenders upon the effectiveness of this Amendment.

(c) The cover page of the Credit Agreement is hereby amended such that Industrial and Commercial Bank of China Limited, New York Branch is designated as an additional Joint Lead Arranger, Joint Bookrunner and Documentation Agent thereunder.

3. Commitment Adjustments. Notwithstanding anything to the contrary in the Credit Agreement, each party hereto agrees (i) that solely with respect to any assignments required or desired to effectuate the purposes set forth in this Amendment, such assignments shall be deemed to be made in requisite amounts among the Lenders and from each Lender to each other Lender, with the same force and effect as if such assignments were evidenced by any applicable Assignment and Assumptions under the Credit Agreement and (ii) to any adjustments to be made to the Register to effectuate such reallocations and assignments. In connection therewith, any reallocation of Commitments among the applicable Lenders resulting from such adjustments, and any reallocation among the applicable Lenders of outstanding Loans resulting from such adjustments, shall, in each case, occur on the effective date of this Amendment in connection with this Amendment, and the Administrative Agent may make such adjustments between and among the Lenders in consultation with the Borrowers as are reasonably necessary to effectuate such adjustments, so that the Commitments are as set forth on the revised Schedule 1.1(b) attached hereto as Exhibit A as of the effectiveness of this Amendment. Notwithstanding anything to the contrary in Section 13.10(b) of the Credit Agreement or this Amendment, (i) no other documents or instruments, including any Assignment and Assumption, shall be executed in connection with these assignments (all of which requirements are hereby waived), (ii) no fees shall be required to be paid to the Administrative Agent in connection with such assignments, and (iii) such assignments shall be deemed to be made with all applicable representations, warranties and covenants as if evidenced by an Assignment and Assumption; in each case, without limiting the requirement that each Lender shall be an Eligible Assignee.

4. Effectiveness. This Amendment shall become effective on the date when the Administrative Agent or Wells Fargo Securities, LLC (“Wells Fargo Securities”), as applicable, shall have received (a) counterparts of this Amendment executed by the Borrowers, the Guarantor and all of the Lenders and (b) payment of all fees, costs and expenses set forth in Sections 8(a) and (b) of this Amendment.

5. Limited Effect. Except as expressly provided herein, the Credit Agreement and the other Loan Documents shall remain unmodified and in full force and effect. This Amendment shall not be deemed (a) to be a waiver of, or consent to, or a modification or amendment of, any other term or condition of the Credit Agreement or any other Loan Document other than as expressly set forth herein, (b) to prejudice any right or rights which the Administrative Agent or the Lenders may now have or may have in the future under or in connection with the Credit Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or modified from time to time, or (c) to be a commitment or any other undertaking or expression of any willingness to engage in any further discussion with the Borrower, any of its

Subsidiaries or any other Person with respect to any other waiver, amendment, modification or any other change to the Credit Agreement or the Loan Documents or any rights or remedies arising in favor of the Lenders or the Administrative Agent, or any of them, under or with respect to any such documents. References in the Credit Agreement to “this Agreement” (and indirect references such as “hereunder”, “hereby”, “herein”, “hereof” or other words of like import) and in any Loan Document to the “Credit Agreement” shall be deemed to be references to the Credit Agreement as modified hereby.

6. Representations and Warranties. Each Borrower and Guarantor represents and warrants that (a) it has the corporate power and authority to make, deliver and perform this Amendment, (b) it has taken all necessary corporate or other action to authorize the execution, delivery and performance of this Amendment, (c) this Amendment has been duly executed and delivered on behalf of such Person, (d) this Amendment constitutes a legal, valid and binding obligation of such Person, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law), (e) each of the representations and warranties contained in Article VI of the Credit Agreement are true and correct in all material respects on and as of the date hereof with the same effect as if made on and as of the date hereof, except for any representation and warranty made as of an earlier date, which representation and warranty shall remain true and correct in all material respects as of such earlier date and (f) no Default or Event of Default has occurred and is continuing as of the date hereof or after giving effect hereto.

7. Acknowledgement and Reaffirmation. By their execution hereof, each Borrower and the Guarantor hereby expressly (a) consents to this Amendment and to the amendments to the Credit Agreement set forth herein, (b) acknowledges that the covenants, representations, warranties and other obligations set forth in the Credit Agreement, the Notes and the other Loan Documents to which such Borrower or the Guarantor is a party remain in full force and effect (it being understood and agreed that to the extent any such covenants, representations, warranties or other obligations are expressly modified herein, such covenants, representations, warranties or obligations shall continue in full force and effect as expressly modified herein) and (c) acknowledges and agrees that this Amendment shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

8. Costs, Expenses and Taxes. The Company agrees to pay:

(a) in accordance with Section 13.3 of the Credit Agreement, but subject to the provisions set forth in Section 5 of that certain commitment letter dated as of March 9, 2018 from Wells Fargo and the other commitment parties thereto to the Company, all reasonable and invoiced out-of-pocket costs and expenses of the Administrative Agent and Wells Fargo Securities in connection with the preparation, execution, delivery, administration of this Amendment and the other instruments and documents to be delivered hereunder, including, without limitation, the reasonable and invoiced fees and out-of-pocket expenses of counsel for the Administrative Agent and Wells Fargo Securities; and

(b) all fees payable pursuant to that certain letter agreement by and among the Company, Wells Fargo, Wells Fargo Securities and Citigroup Global Markets Inc., dated as of March 9, 2018.

9. Execution in Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile or electronic (pdf) transmission shall be effective as delivery of a manually executed counterpart hereof.

10. Governing Law. This Amendment and the rights and obligations of the parties under this Amendment shall be governed by, and construed and interpreted in accordance with, the law of the state of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), without reference to any other conflicts or choice of law principles thereof.

11. Entire Agreement. This Amendment is the entire agreement, and supersedes any prior agreements and contemporaneous oral agreements, of the parties concerning its subject matter.

12. Successors and Assigns. This Amendment shall be binding on and inure to the benefit of the parties hereto and their heirs, beneficiaries, successors and permitted assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives, all as of the day and year first written above.

BORROWERS:

BLACKROCK, INC.,
as Borrower and Guarantor

By: /s/ Philippe Matsumoto
Name: Philippe Matsumoto
Title: Managing Director and Treasurer

BLACKROCK GROUP LIMITED,
as Designated Borrower

By: /s/ Colin Thomson
Name: Colin Thomson
Title: Managing Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
Signature Pages

AGENT AND LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Administrative Agent, Swingline Lender, Issuing Lender,
L/C Agent and Lender

By: /s/ Megan Griffin

Name: Megan Griffin

Title: Vice President

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
Signature Pages

CITIBANK, N.A., as Lender, Swingline Lender and
Issuing Lender

By: /s/ Erik Andersen

Name: Erik Andersen

Title: Vice President

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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BANK OF AMERICA, N.A., as Lender

By /s/ Ankit Mehta

Name: Ankit Mehta

Title: Associate

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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BANK OF CHINA, NEW YORK BRANCH, as Lender

By: /s/ Chen Xu

Name: Chen Xu

Title: President & CEO, U.S.A.

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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BARCLAYS BANK PLC, as Lender

By: /s/ Jake Lam

Name: Jake Lam

Title: Assistant Vice President

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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CREDIT SUISSE AG, Cayman Islands Branch, as Lender

By: /s/ Doreen Barr

Name: Doreen Barr

Title: Authorized Signatory

By: /s/ Sophie Bulliard

Name: Sophie Bulliard

Title: Authorized Signatory

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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DEUTSCHE BANK AG NEW YORK BRANCH, as Lender

By: /s/ Ming K. Chu

Name: Ming K. Chu

Title: Director

By: /s/ Douglas Darman

Name: Douglas Darman

Title: Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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GOLDMAN SACHS BANK USA, as Lender

By: /s/ Rebecca Kratz

Name: Rebecca Kratz

Title: Authorized Signatory

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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HSBC BANK USA, NATIONAL ASSOCIATION, as
Lender

By: /s/ Kieran Patel
Name: Kieran Patel
Title: Managing Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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**INDUSTRIAL AND COMMERCIAL BANK OF CHINA
LIMITED, NEW YORK BRANCH, as Lender**

By: /s/ Jeffrey Roth

Name: Jeffrey Roth

Title: Director

By: /s/ Shulin Peng

Name: Shulin Peng

Title: Managing Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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JPMORGAN CHASE BANK, N.A., as Lender

By: /s/ Jay Cyr

Name: Jay Cyr

Title: Executive Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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MORGAN STANLEY BANK, N.A., as Lender

By: /s/ Michael King

Name: Michael King

Title: Authorized Signatory

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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BNP PARIBAS, as Lender

By: /s/ Marguerite L. Lebon

Name: Marguerite L. Lebon

Title: Vice President

By: /s/ Jessica Broughton

Name: Jessica Broughton

Title: Vice President

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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MIZUHO BANK, LTD., as Lender

By: /s/ David Lim

Name: David Lim

Title: Authorized Signatory

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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ROYAL BANK OF CANADA, as Lender

By: /s/ Alex Figueroa

Name: Alex Figueroa

Title: Authorized Signatory

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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**STATE STREET BANK AND TRUST COMPANY, as
Lender**

By: /s/ Karen A. Gallagher

Name: Karen A. Gallagher

Title: Managing Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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THE BANK OF NEW YORK MELLON, as Lender

By: /s/ Joanne Carey

Name: Joanne Carey

Title: Vice President

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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NOMURA CORPORATE FUNDING AMERICAS, LLC,
as Lender

By: /s/ Sean P. Kelly
Name: Sean P. Kelly
Title: Managing Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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BANCO SANTANDER, S.A., as Lender

By: /s/ Ignacio Martin - Aragon

Name: Ignacio Martin - Aragon

Title: VP

By: /s/ Paloma Garcia Castro

Name: Isabel Pastor

Title: VP

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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**CREDIT AGRICOLE CORPORATE & INVESTMENT
BANK, as Lender**

By: /s/ Gordon Yip

Name: Gordon Yip

Title: Director

By: /s/ Kevin Haskell

Name: Kevin Haskell

Title: Managing Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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SOCIETE GENERALE, as Lender

By: /s/ Edith Hornick

Name: Edith Hornick

Title: Managing Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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**THE ROYAL BANK OF SCOTLAND PLC (TRADING
AS NATWEST MARKETS), as Lender**

By: /s/ Sinead Collister

Name: Sinead Collister

Title: Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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MUFG Bank, Ltd., as Lender

By: /s/ Suzanne Ley

Name: Suzanne Ley

Title: Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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**AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED, as Lender**

By: /s/ Robert Grillo

Name: Robert Grillo

Title: Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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**BANCO BILBAO VIZCAYA ARGENTARIA, S.A. NEW
YORK BRANCH, as Lender**

By: /s/ Robert Krevolin

Name: Robert Krevolin

Title: Managing Director

By: /s/ Cara Younger

Name: Cara Younger

Title: Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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ING BANK N.V., as Lender

By: /s/ L.G. Humme

Name: L.G. Humme

Title: Director

By: /s/ GA Mollide

Name: GA Mollide

Title: Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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**JEFFERIES LEVERAGED CREDIT PRODUCTS, LLC, as
Lender**

By: /s/ John Stacconi

Name: John Stacconi

Title: Managing Director and Treasurer

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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NATIXIS LONDON BRANCH, as Lender

By: /s/ Eric Le Brusq

Name: Eric Le Brusq

Title: Global head of Equity Derivatives

By: /s/ Boris Bettini

Name: Boris Bettini

Title: Chief Risk Officer

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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STANDARD CHARTERED BANK, as Lender

By: /s/ Daniel Mattern

Name: Daniel Mattern

Title: Associate Director

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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SUMITOMO MITSUI BANKING CORPORATION, as a
Lender and as the Japanese Yen Lender

By: /s/ Keith J. Connolly

Name: Keith J. Connolly

Title: General Manager

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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**THE TORONTO-DOMINION BANK NEW YORK
BRANCH, as Lender**

By: /s/ Annie Dorval

Name: Annie Dorval

Title: Authorized Signatory

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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U.S. BANK NATIONAL ASSOCIATION, as Lender

By: /s/ Michael F. Ugliarolo

Name: Michael F. Ugliarolo

Title: Vice President

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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STIFEL BANK & TRUST, as Lender

By: /s/ Matthew L. Diehl

Name: Matthew L. Diehl

Title: Senior Vice President

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
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BROWN BROTHERS HARRIMAN & CO., as Lender

By: /s/ Ann Hobart

Name: Ann Hobart

Title: Senior Vice President

BlackRock, Inc.
Amendment No. 7 to Five-Year Revolving Credit Agreement (2018)
Signature Pages

Exhibit A
(to Amendment No. 7 to Five-Year Revolving Credit Agreement)

Schedule 1.1(b)
(to Five-Year Revolving Credit Agreement)

Commitments

	Revolving Credit Commitment	Revolving Commitment Percentage	USD Revolving Credit Commitment	USD Revolving Commitment Percentage	L/C Fronting Commitment	Swingline Commitment
Wells Fargo Bank, National Association	\$ 200,000,000.00	5.4570%	—	—	\$66,666,667.00	\$200,000,000.00
Citibank, N.A.	\$ 200,000,000.00	5.4570%	—	—	\$66,666,667.00	\$200,000,000.00
Bank of America, N.A.	\$ 200,000,000.00	5.4570%	—	—		
Bank of China, New York Branch	—	—	\$200,000,000.00	59.7015%		
Barclays Bank PLC	\$ 200,000,000.00	5.4570%	—	—		
Credit Suisse AG, Cayman Islands Branch	\$ 200,000,000.00	5.4570%	—	—		
Deutsche Bank AG New York Branch	\$ 200,000,000.00	5.4570%	—	—		
Goldman Sachs Bank USA	\$ 200,000,000.00	5.4570%	—	—		
HSBC Bank USA, National Association	\$ 200,000,000.00	5.4570%	—	—		
Industrial and Commercial Bank of China Limited, New York Branch	\$ 200,000,000.00	5.4570%	—	—		
JPMorgan Chase Bank, N.A.	\$ 200,000,000.00	5.4570%	—	—		\$200,000,000.00
Morgan Stanley Bank, N.A.	\$ 200,000,000.00	5.4570%	—	—		
BNP Paribas	\$ 131,000,000.00	3.5744%	—	—		
Mizuho Bank, Ltd.	\$ 131,000,000.00	3.5744%	—	—		
Royal Bank of Canada	\$ 131,000,000.00	3.5744%	—	—		
State Street Bank and Trust Company	\$ 131,000,000.00	3.5744%	—	—		
The Bank of New York Mellon	\$ 131,000,000.00	3.5744%	—	—		
Nomura Corporate Funding Americas, LLC	—	—	\$110,000,000.00	32.8358%		
Banco Santander, S.A.	\$ 80,000,000.00	2.1828%	—	—		
Credit Agricole Corporate & Investment Bank	\$ 80,000,000.00	2.1828%	—	—		
Societe Generale	\$ 80,000,000.00	2.1828%	—	—		
The Royal Bank of Scotland plc (trading as NatWest Markets)	\$ 80,000,000.00	2.1828%	—	—		
MUFG Bank, Ltd.	\$ 65,000,000.00	1.7735%	—	—		

Australia and New Zealand Banking Group Limited	\$	45,000,000.00	1.2278%	—	—		
Banco Bilbao Vizcaya Argentaria, S.A., New York Branch	\$	45,000,000.00	1.2278%	—	—		
ING Bank N.V.	\$	45,000,000.00	1.2278%	—	—		
Jefferies Leveraged Credit Products, LLC	\$	45,000,000.00	1.2278%	—	—		
Natixis London Branch	\$	45,000,000.00	1.2278%	—	—		
Standard Chartered Bank	\$	45,000,000.00	1.2278%	—	—		
Sumitomo Mitsui Banking Corporation	\$	45,000,000.00	1.2278%	—	—		
The Toronto-Dominion Bank New York Branch	\$	45,000,000.00	1.2278%	—	—		
U.S. Bank National Association	\$	45,000,000.00	1.2278%	—	—		
Stifel Bank & Trust		—	—	\$	25,000,000.00	7.4627%	
Brown Brothers Harriman & Co.	\$	20,000,000.00	0.5457%	—	—		
Total		\$3,665,000,000.00	100.0000%	\$335,000,000.00	100.0000%	\$133,333,334.00	\$600,000,000.00
Total of Revolving Credit Commitment plus USD Revolving Credit Commitment:		\$4,000,000,000.00					

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