

**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): December 15, 2023

OFS Capital Corporation

(Exact name of Registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	814-00813 (Commission File Number)	46-1339639 (I.R.S. Employer Identification No.)
10 S. Wacker Drive, Suite 2500 Chicago, Illinois (Address of principal executive offices)		60606 (Zip Code)

Registrant's telephone number, including area code: (847) 734-2000

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(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	OFS	The Nasdaq Global Select Market
4.95% Notes due 2028	OFSSH	The Nasdaq Global Select Market

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

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 Definitive Material Agreement.

Amendment to Senior Secured Revolving Credit Facility

On December 15, 2023, OFS Capital Corporation, a Delaware corporation (the “Company”), executed an amendment (the “Secured Revolver Amendment”) to its Business Loan Agreement with Banc of California (formerly known as Pacific Western Bank), as lender (“Banc of California”), pursuant to which Banc of California provides the Company with a senior secured revolving credit facility for general corporate purposes including investment funding.

The Secured Revolver Amendment: (i) extends the maturity date from February 28, 2024 to February 28, 2026; (ii) increases the interest rate floor from 4.00% to 5.00%; and (iii) eliminates the 0.50% unused line fee and replaces it with an annual commitment fee of 0.50%. The Company incurred certain customary fees, costs and expenses in connection with the closing of the Secured Revolver Amendment.

The foregoing description of the Secured Revolver Amendment is not complete and is qualified in its entirety by the full text of such amendment, which is filed as an exhibit to this Current Report on Form 8-K as Exhibit 10.1 and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibit.

Exhibit No.	Description
<u>10.1</u>	<u>Amendment Seven to the Business Loan Agreement between OFS Capital Corporation and Banc of California (formerly known as Pacific Western Bank) dated December 15, 2023</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

OFS CAPITAL CORPORATION

Date: December 15, 2023

By: /s/ Bilal Rashid

Chief Executive Officer

AMENDMENT NUMBER SEVEN TO BUSINESS LOAN AGREEMENT AND OTHER RELATED DOCUMENTS

THIS AMENDMENT NUMBER SEVEN TO BUSINESS LOAN AGREEMENT AND OTHER RELATED DOCUMENTS (this "Amendment"), dated as of December 15, 2023, is entered into among **BANC OF CALIFORNIA**, formerly known as Pacific Western Bank ("Lender"), and **OFS CAPITAL CORPORATION**, a Delaware corporation ("Borrower"), in light of the following facts:

RECITALS

WHEREAS, Borrower and Lender have previously entered into that certain Business Loan Agreement, dated April 10, 2019 (as amended to the date hereof, the "Loan Agreement"); and

WHEREAS, Lender and Borrower have agreed to amend the Loan Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS. All terms which are defined in the Loan Agreement shall have the same definition when used herein unless a different definition is ascribed to such term under this Amendment, in which case, the definition contained herein shall govern.

2. AMENDMENT TO LOAN AGREEMENT AND RELATED DOCUMENTS. The Loan Agreement and certain other Related Documents are hereby amended as follows:

(a) All references in the Loan Agreement, Note and other Related Documents to Maturity or the Maturity Date is hereby changed from 02-28-2024 to 02-28-2026.

(b) Notwithstanding anything to the contrary in any Related Documents, the interest rate floor referenced in the Note is 5.00% per annum. Under no circumstances will the interest rate on the Advances and the Loan be less than 5.00% per annum or more than the maximum rate allowed by applicable law.

(c) The paragraph titled "Unused Commitment Fee" on page 1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"Commitment Fee. Borrower shall pay an annual fee equal to 0.50% of the maximum principal amount of the revolving line of credit being provided under this Agreement, payable on the effective date of Amendment Number Seven to Business Loan Agreement and Other Related Documents and on each anniversary thereof, during the term of this Agreement, prorated for any period that is less than a full year."

3. CONDITIONS PRECEDENT. Each of the following is a condition precedent to the effectiveness of this Amendment:

(a) Lender shall have received a fully executed original of this Amendment, together with the Guarantor Reaffirmation attached;

(b) Lender shall have received a fully executed Change in Terms Agreement, Disbursement Request and Authorization and Notice of Final Agreement;

(c) Lender shall have received a documentation fee of \$500 and a commitment fee equal to \$125,000; and

(d) Lender shall have received all legal fees incurred by it in connection with this Amendment and all other agreements being executed in connection herewith.

4. REPRESENTATIONS AND WARRANTIES. Borrower hereby affirms to Lender that all representations and warranties of Borrower set forth in the Loan Agreement are true, complete and accurate as of the date hereof.

5. LIMITED EFFECT. Except for the specific amendment contained in this Amendment, the Loan Agreement shall remain unchanged and in full force and effect.

6. COUNTERPARTS; EFFECTIVENESS. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed and delivered shall be deemed to be an original. All such counterparts, taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Amendment. This Amendment shall become effective upon the execution of this Amendment by each of the parties hereto.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the date first written above.

OFS CAPITAL CORPORATION, a Delaware corporation, as Borrower

By: /s/ Jeffrey A. Cerny
Jeffrey A. Cerny, CFO

BANC OF CALIFORNIA

By: /s/ Todd Savitz
Todd Savitz, Senior Vice President

GUARANTOR'S REAFFIRMATION

The undersigned has executed a Commercial Guaranty dated April 10, 2019 in favor of BANC OF CALIFORNIA, formerly known as Pacific Western Bank ("Lender"), respecting the obligations of OFS CAPITAL CORPORATION ("Borrower"), owing to Lender ("Guaranty"). The undersigned acknowledges the terms of the above Amendment and reaffirms and agrees that: its Guaranty remains in full force and effect; nothing in such Guaranty obligates Lender to notify the undersigned of any changes in the financial accommodations made available to Borrower or to seek reaffirmations of such Guaranty; and no requirement to so notify the undersigned or to seek reaffirmations in the future shall be implied by the execution of this reaffirmation; references to the "Loan Agreement" in such Guaranty include amendments and restatements from time to time to and of such agreement, including the amendments being made concurrently herewith.

Dated as of December 15, 2023

OFSCC-MB, INC, a Delaware corporation, as Guarantor

By: /s/ Jeffrey A. Cerny
Jeffrey A. Cerny, CEO and President