

**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): November 22, 2013

OFS Capital Corporation

(Exact name of Registrant as specified in its charter)

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

**001-35728
(Commission
File Number)**

**46-1339639
(I.R.S. Employer
Identification No.)**

**2850 West Golf Road, 5th Floor
Rolling Meadows, Illinois
(Address of principal executive offices)**

**60008
(Zip Code)**

Registrant's telephone number, including area code: (847) 734-2060

**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))
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Item 1.01. Entry into a Material Definitive Agreement.

On November 22, 2013, OFS Capital WM, LLC (“OFS Capital WM”), a wholly-owned subsidiary of OFS Capital Corporation (the “Company”), amended its \$135 million secured revolving credit facility (the “WM Credit Facility”) with Wells Fargo Bank, N.A. (“Wells Fargo”) to extend the reinvestment period from December 31, 2013 to December 31, 2015 and the final maturity date from December 31, 2016 to December 31, 2018. The WM Credit Facility continues to be secured by a pool of first lien senior secured loans and the new terms include an increase in the advance rate from 65% to 70%. In addition, the annual interest rate on the WM Credit Facility was reduced by 25 basis points, from LIBOR plus 2.75% to LIBOR plus 2.50%, with no floor.

The foregoing description of the WM Credit Facility does not purport to be complete and is qualified in its entirety by reference to the Sixth Amendment to the Loan and Security Agreement, as amended by the First Amendment to the Loan and Security Agreement dated as of November 27, 2010, the Second Amendment to the Loan and Security Agreement dated as of January 26, 2011, the Third Amendment to the Loan and Security Agreement dated as of September 28, 2012, the Fourth Amendment to the Loan and Security Agreement dated as of January 22, 2013, the Fifth Amendment to the Loan and Security Agreement dated as of April 3, 2013 and the Sixth Amendment, incorporated herein by reference. The full text of the Sixth Amendment is attached hereto as Exhibit 10.1. A press release announcing the Sixth Amendment is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Exhibits.

Exhibit No.	Description
10.1	Sixth Amendment to Loan and Security Agreement, dated as of November 22, 2013, among OFS Capital WM, LLC, MCF Capital Management LLC, as loan manager, Wells Fargo Bank, National Association, as Class A Lender, Wells Fargo Securities, LLC, as administrative agent and Wells Fargo Delaware Trust Company, N.A., as trustee.
99.1	Press Release, dated November 26, 2013

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: November 26, 2013

By: /s/ Robert S. Palmer
Chief Financial Officer

SIXTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (this "Amendment"), dated as of November 22, 2013, among OFS Capital WM, LLC (the "Borrower"), MCF Capital Management LLC, as loan manager (in such capacity, the "Loan Manager"), Wells Fargo Bank, National Association, as a Class A Lender (the "Class A Lender"), Wells Fargo Securities, LLC, as administrative agent (in such capacity, the "Administrative Agent"), and Wells Fargo Delaware Trust Company, N.A., as trustee (in such capacity, the "Trustee").

WHEREAS, the Borrower, the Loan Manager, the Administrative Agent, the Class A Lender, the other lenders party from time to time thereto and the Trustee are party to the Loan and Security Agreement, dated as of September 28, 2010 (as amended from time to time prior to the date hereof and as may be further amended, supplemented or otherwise modified, the "Loan and Security Agreement"), providing, among other things, for the making and the administration of the Advances by the lenders to the Borrower; and

WHEREAS, the Borrower, the Loan Manager, the Administrative Agent, the Trustee and the Class A Lender desire to amend the Loan and Security Agreement, in accordance with Section 13.1 of the Loan and Security Agreement and subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.1. Defined Terms. Terms used but not defined herein have the respective meanings given to such terms in the Loan and Security Agreement.

ARTICLE II

Amendments to Loan and Security Agreement

SECTION 2.1. Section 1.1 of the Loan and Security Agreement shall be amended by:

- (a) deleting "65%" in the definition of "Class A Advance Rate" and replacing it with "70%";
 - (b) deleting "December 31, 2016" in the definition of "Class A Facility Maturity Date" and replacing it with "December 31, 2018";
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(c) deleting “March 31, 2013” in clause (a)(i) of the definition of “Commitment Reduction Percentage” and replacing it with “December 31, 2014”;

(d) deleting “\$15,000,000” in clause (bb) of the definition of “Eligible Loan” and replacing it with “\$7,500,000, unless otherwise agreed to by the Controlling Lender”;

(e) deleting clause (d) of the definition of “Reinvestment Period End Date” and replacing it with “the Scheduled Reinvestment Period End Date”; and

(f) deleting the definition of “Scheduled Reinvestment Period End Date” and replacing it with:

“Scheduled Reinvestment Period End Date”: December 31, 2015.

SECTION 2.2. Section 6.2 of the Loan and Security Agreement shall be amended by replacing each instance of the phrase “Collateral Manager” in clause (m) thereof with “Loan Manager”.

ARTICLE III

Representations and Warranties

SECTION 3.1. The Borrower hereby represents and warrants to the Administrative Agent, the Trustee and the Class A Lender that, as of the date first written above, (i) with respect to the Borrower and the OFS Seller, no event has occurred and is continuing that constitutes either a Default or an Event of Default and (ii) the representations and warranties of the Borrower contained in the Loan and Security Agreement are true and correct in all material respects on and as of such day (other than any representation or warranty that is made as of a specific date).

SECTION 3.2. The Loan Manager hereby represents and warrants to the Administrative Agent, the Trustee and the Class A Lender that, as of the date first written above, (i) with respect to the Loan Manager and the Madison Seller, no event has occurred that constitutes either a Default, an Event of Default or a Loan Manager Termination Event and (ii) the representations and warranties of the Loan Manager contained in the Loan and Security Agreement are true and correct in all material respects on and as of such day (other than any representation or warranty that is made as of a specific date).

ARTICLE IV

Conditions Precedent

SECTION 4.1. This Amendment shall become effective upon the satisfaction of the following conditions (or until such conditions are waived in writing by the Administrative Agent in its sole discretion):

(a) the execution and delivery of this Amendment by the Borrower, the Loan Manager, the Administrative Agent, the Trustee and the Class A Lender;

(b) the execution and delivery of the Second Amendment to Fee Letter, dated as of the date hereof, by the parties thereto;

(c) the Borrower shall have paid, or caused to be paid, to the Administrative Agent for the ratable benefit of the Class A Lenders all fees then due and payable;

(d) the Administrative Agent shall have received satisfactory evidence that the Borrower has obtained all required consents and approvals of all Persons to the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby; and

(e) the Administrative Agent shall have received the executed legal opinion or opinions of Dechert LLP, counsel to the Borrower, covering authorization and enforceability of this Amendment in form and substance acceptable to the Administrative Agent in its reasonable discretion.

ARTICLE V

Miscellaneous

SECTION 5.1. 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.

SECTION 5.2. Severability Clause. In case any provision in this Amendment shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 5.3. Ratification. Except as expressly amended hereby, the Loan and Security Agreement is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall form a part of the Loan and Security Agreement for all purposes.

SECTION 5.4. Counterparts. The parties hereto may sign one or more copies of this Amendment in counterparts, all of which together shall constitute one and the same agreement. Delivery of an executed signature page of this Amendment by facsimile or email transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 5.5. Headings. The headings of the Articles and Sections in this Amendment are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

BORROWER:

OFS CAPITAL WM, LLC

By: OFS Capital Corporation, its Administrative Manager

By: /s/ Robert S. Palmer

Name: Robert S. Palmer

Title: CFO

[Signature Page to Sixth Amendment to LSA]

LOAN MANAGER:

MCF CAPITAL MANAGEMENT LLC

By: /s/ Joshua Niedner

Name: Joshua Niedner

Title Managing Director

[Signature Page to Sixth Amendment to LSA]

THE ADMINISTRATIVE AGENT:

WELLS FARGO SECURITIES, LLC, in its capacity as Administrative Agent

By: /s/ Kevin Sunday

Name: Kevin Sunday

Title: Director

CLASS A LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

representing 100% of the aggregate Class A Commitments in effect as of the date hereof

By: /s/ Mike Romanzo

Name: Mike Romanzo

Title: Director

[Signature Page to Sixth Amendment to LSA]

THE TRUSTEE:

WELLS FARGO DELAWARE TRUST COMPANY, N.A.
not in its individual capacity, but solely as Trustee

By: /s/ Reid Denny

Name: Reid Denny

Title: Vice President

[Signature Page to Sixth Amendment to LSA]



OFS CAPITAL CORPORATION

FOR IMMEDIATE RELEASE

Mary Jensen, Vice President – Investor Relations
323.860.7485 or mjensen@ofsmanagement.com

OFS CAPITAL CORPORATION EXTENDS SENIOR SECURED REVOLVING CREDIT FACILITY

ANNUAL INTEREST RATE REDUCED BY 25 BASIS POINTS

ROLLING MEADOWS, Illinois—November 26, 2013—OFS Capital Corporation (NASDAQ:OFS), a business development company (BDC), announced today that its wholly owned subsidiary, OFS Capital WM, LLC, has entered into an amendment that extends the terms of its senior secured revolving credit facility with Wells Fargo Bank, National Association. This amendment was made effective as of November 22, 2013.

The reinvestment period on the OFS Capital WM credit facility was extended from December 31, 2013 to December 31, 2015, and the final maturity date was extended from December 31, 2016 to December 31, 2018. The facility continues to be secured by a pool of first lien senior secured loans, and the new terms include an increase in the advance rate from 65% to 70%. Additionally, the annual interest rate on the credit facility was reduced by 25 basis points, from LIBOR plus 2.75% to LIBOR plus 2.50% (with no floor).

“We are pleased with the extension and the improved terms of our senior secured revolving credit facility,” said Glenn Pittson, Chairman and Chief Executive Officer for OFS Capital. “We appreciate Wells Fargo’s continuing to provide us with a flexible financing commitment that supports our company’s growth.”

Additional information on the OFS Capital WM Facility can be found in the Company’s public filings with the Securities and Exchange Commission (SEC). Copies of these SEC filings are available in the Investor Relations section of the Company’s website at www.ofscapital.com.



OFS CAPITAL CORPORATION

ABOUT OFS CAPITAL

OFS Capital Corporation (NASDAQ: OFS) is an externally managed, closed-end, non-diversified management investment company that has elected to be regulated as a business development company. OFS Capital's investment objective is to provide shareholders with both current income and capital appreciation primarily through debt investments and, to a lesser extent, equity investments. OFS Capital invests primarily in middle-market companies in the United States, generally focusing its investment activities on private companies that are owned by private equity sponsors or owner/operators and have annual EBITDA between \$5 million and \$50 million. OFS Capital offers flexible solutions through a variety of asset classes, including senior secured, unitranche, second-lien and mezzanine loans, and to a lesser extent, equity securities. OFS Capital's investment activities are managed by OFS Capital Management, LLC, an investment adviser registered under the Investment Advisers Act of 1940 and headquartered in Rolling Meadows, Illinois, with additional offices in New York and Los Angeles.

FORWARD-LOOKING STATEMENTS

Statements made in this press release may contain forward-looking statements that involve substantial risks and uncertainties, some of which are beyond the control of OFS Capital's management, and are difficult to predict. Such forward-looking statements are not historical facts but, rather, reflect assumptions, estimates, and projections by OFS Capital concerning anticipated results and provide no guarantee of future performance. All forward-looking statements speak only as of the date of this press release, and OFS Capital undertakes no duty to update any forward-looking statements herein made.

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