

**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): March 13, 2020**

**THL Credit, Inc.**

(Exact name of registrant as specified in its charter)

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

**814-00789**  
(Commission  
File Number)

**27-0344947**  
(IRS Employer  
Identification Number)

**100 Federal Street, 31st Floor, Boston, MA 02110**  
(Address of principal executive offices)

**Registrant's telephone number, including area code (800) 450-4424**

**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:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
<b>Common Stock, par value \$0.001 per share</b>	<b>TCRD</b>	<b>NASDAQ Global Select Market</b>
<b>6.75% Senior Notes due 2022</b>	<b>TCRZ</b>	<b>The New York Stock Exchange</b>
<b>6.125% Senior Notes due 2023</b>	<b>TCRW</b>	<b>The New York Stock Exchange</b>

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**

### **Amendment of the Credit Facility**

On March 13, 2020 (the “Closing Date”), THL Credit, Inc. (the “Company”) entered into Amendment No. 4 to Second Amended and Restated Senior Secured Revolving Credit Agreement (“Amendment No. 4”), with certain lenders party thereto and ING Capital LLC, as administrative agent (the “Administrative Agent”). Amendment No. 4 amends the Company’s Second Amended and Restated Senior Secured Revolving Credit Agreement (as amended prior to the Closing Date, the “Prior Facility” and, as amended by Amendment No. 4, the “Facility”).

The Prior Facility was amended to (i) reduce the size of the commitments thereunder and (ii) lower the testing levels of certain financial covenants.

As of March 13, 2020, total commitments under the Facility are \$150.0 million.

Certain of the participants in the Facility and their respective affiliates have engaged in, and may in the future engage in, investment banking, advisory roles and other commercial dealings in the ordinary course of business with the Company and/or its affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

The foregoing description of Amendment No. 4 does not purport to be complete and is qualified in its entirety by reference to the full text of Amendment No. 4 attached hereto as Exhibit 10.1.

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

The information set forth under Item 1.01 of this current report on Form 8-K is hereby incorporated in this Item 2.03 by reference.

## **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

**Exhibit  
No.**

**Description**

10.1 [Amendment No. 4 to Second Amended and Restated Senior Secured Revolving Credit Agreement, dated as of March 13, 2020, by and among the Company as borrower, the Lenders party thereto and ING Capital LLC, as Administrative Agent.](#)

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

THL CREDIT, INC.

Date: March 13, 2020

By: /S/ TERRENCE W. OLSON

Name: **Terrence W. Olson**

Title: **Chief Financial Officer,  
Chief Operating Officer & Treasurer**

**AMENDMENT NO. 4 TO SECOND AMENDED AND RESTATED  
SENIOR SECURED REVOLVING CREDIT AGREEMENT**

This AMENDMENT NO. 4 (this "Amendment") dated as of March 13, 2020, is made with respect to the Second Amended and Restated Senior Secured Revolving Credit Agreement, dated as of December 15, 2017 (as amended by that certain Amendment No. 1 to Second Amended and Restated Senior Secured Revolving Credit Agreement and Third Amended and Restated Guarantee, Pledge and Security Agreement, dated as of March 26, 2019, that certain Amendment No. 2 to Second Amended and Restated Senior Secured Revolving Credit Agreement, dated as of July 24, 2019, that certain Amendment No. 3 to Second Amended and Restated Senior Secured Revolving Credit Agreement, dated as of January 14, 2020, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among THL Credit, Inc., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto and ING Capital LLC, as administrative agent (in such capacity, together with its successors in such capacity, the "Administrative Agent"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement (as amended hereby).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have made certain loans and other extensions of credit to the Borrower;

WHEREAS, the Borrower has requested that the Lenders and the Administrative Agent amend certain provisions of the Credit Agreement in connection with the Merger;

WHEREAS, the Lenders signatory hereto and the Administrative Agent have agreed to do so on the terms and subject to the conditions contained in this Amendment.

NOW THEREFORE, in consideration of the promises 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 hereby agree as follows:

SECTION I AMENDMENTS TO CREDIT AGREEMENT

Effective as of the Amendment No. 4 Effective Date (as defined below), and subject to the terms and conditions set forth below, the Credit Agreement is hereby amended as follows:

(a) Section 6.07(a) is hereby amended by deleting the dollar amount "\$215,000,000" therefrom and replacing it with the dollar amount "\$175,000,000".

(b) Section 6.07(a) is hereby amended by deleting the reference to "the Amendment No. 1 Effective Date" therein and replacing it with a reference to "the Amendment No. 4 Effective Date".

(c) Section 6.07(e) is hereby amended by deleting the dollar amount "\$215,000,000" therefrom and replacing it with the dollar amount "\$175,000,000".

## SECTION II MISCELLANEOUS

### 2.1. Conditions to Effectiveness of Amendment.

This Amendment shall become effective as of the date (the "Amendment No. 4 Effective Date") on which the Borrower and each Subsidiary Guarantor party hereto have satisfied each of the following conditions precedent (unless a condition shall have been waived in accordance with Section 9.02 of the Credit Agreement):

(a) Executed Counterparts. The Administrative Agent shall have received from each party hereto either (1) a counterpart of this Amendment signed on behalf of such party or (2) written evidence satisfactory to the Administrative Agent (which may include telecopy transmission or electronic mail of a signed signature page to this Amendment) that such party has signed a counterpart of this Amendment.

(b) Fees and Expenses. The Borrower shall have paid in full to the Administrative Agent and the Lenders all fees and expenses owing related to this Amendment and the Credit Agreement owing, incurred and invoiced on or prior to the Amendment No. 4 Effective Date due to any Lender on the Amendment No. 4 Effective Date.

(c) Commitment Reduction. The Administrative Agent shall have received an election from the Borrower to reduce the Commitments under the Credit Agreement to \$150,000,000 on or prior to March 12, 2020 in accordance with Section 2.07 of the Credit Agreement (as in effect immediately prior to the Amendment No. 4 Effective Date). The Administrative Agent hereby acknowledges that it has received notice pursuant to such Section 2.07 within the time period required thereunder and that the Commitments are so reduced.

(d) Other Documents. The Administrative Agent shall have received such other documents as the Administrative Agent may reasonably request in form and substance reasonably satisfactory to the Administrative Agent.

The contemporaneous exchange and release of executed signature pages by each of the Persons contemplated to be a party hereto shall render this Amendment effective and any such exchange and release of such executed signature pages by all such persons shall constitute satisfaction or waiver (as applicable) of any condition precedent to such effectiveness set forth above.

2.2. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, the Borrower represents and warrants to the Administrative Agent and each of the Lenders that, as of the Amendment No. 4 Effective Date and after giving effect to this Amendment:

(a) This Amendment has been duly authorized, executed and delivered by the Borrower and the Subsidiary Guarantors, and constitutes a legal, valid and binding obligation of the Borrower and the Subsidiary Guarantors enforceable in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is

considered in a proceeding in equity or at law). The Credit Agreement, as amended by this Amendment, constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) The representations and warranties set forth in Article III of the Credit Agreement as amended by this Amendment and the representations and warranties in each other Loan Document are true and correct in all material respects (other than any representation or warranty already qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects) on and as of the Amendment No. 4 Effective Date or as to any such representations and warranties that refer to a specific date, as of such specific date.

(c) No Default or Event of Default has occurred or is continuing under the Credit Agreement.

2.3. Counterparts. This Amendment 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. This Amendment constitutes the entire contract between and among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of this Amendment by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment.

2.4. Payment of Expenses. The Borrower agrees to pay and reimburse, pursuant to Section 9.03 of the Credit Agreement, the Administrative Agent for all of its reasonable and documented out-of-pocket costs and expenses incurred in connection with this Amendment.

2.5. GOVERNING LAW. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

2.6. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

2.7. Incorporation of Certain Provisions. The provisions of Sections 9.01, 9.07, 9.09 and 9.12 of the Credit Agreement are hereby incorporated by reference *mutatis mutandis* as if fully set forth herein.

2.8. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders, the Administrative Agent, the Collateral Agent, the Borrower or the Subsidiary Guarantors under the Credit Agreement or any other Loan Document, and, except as expressly set forth herein, shall not alter, modify, amend or in any way affect any of the other terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Person to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Amendment shall apply and be effective only with respect to the provisions amended herein of the Credit Agreement. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of similar import shall mean and be a reference to the Credit Agreement as amended by this Amendment and each reference in any other Loan Document shall mean the Credit Agreement as amended hereby. This Amendment shall constitute a Loan Document.

2.9. Consent and Affirmation. Without limiting the generality of the foregoing, by its execution hereof, (i) each of the Borrower and the Subsidiary Guarantors hereby to the extent applicable as of the Amendment No. 4 Effective Date consents to this Amendment and the transactions contemplated hereby and (ii) each of the Borrower and the Subsidiary Guarantors hereby to the extent applicable as of the Amendment No. 4 Effective Date (x) agrees that the Guarantee and Security Agreement and each of the other Security Documents is in full force and effect, (y) confirms its guarantee (solely in the case of the Subsidiary Guarantors) and affirms its obligations under the Guarantee and Security Agreement and confirms its grant of a security interest in its assets as Collateral for the Secured Obligations (as defined in the Guarantee and Security Agreement), and (z) acknowledges and affirms that such guarantee and/or grant, as applicable, is in full force and effect in respect of, and to secure, the Secured Obligations (as defined in the Guarantee and Security Agreement).

[Signature pages follow]

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

THL CREDIT, INC., as Borrower

By: /s/ Terrence W. Olson

Name: Terrence W. Olson

Title: Chief Financial Officer

[Amendment No. 4 to Second Amended and Restated Revolving Credit Agreement]

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THL CREDIT HOLDINGS, INC., as Subsidiary Guarantor

By: /s/ Terrence W. Olson

Name: Terrence W. Olson

Title: Chief Financial Officer

[Amendment No. 4 to Second Amended and Restated Revolving Credit Agreement]

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ING CAPITAL LLC, as Administrative Agent, Collateral Agent, Issuing Bank and a Lender

By: /s/ Patrick Frisch

Name: Patrick Frisch

Title: Managing Director

By: /s/ Dina Kook

Name: Dina Kook

Title: Vice President

[Amendment No. 4 to Second Amended and Restated Revolving Credit Agreement]

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BANK OF AMERICA, N.A., as a Lender

By: /s/ Robin Noret

Name: Robin Noret

Title: Vice President

[Amendment No. 4 to Second Amended and Restated Revolving Credit Agreement]

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CIT BANK, N.A., as a Lender

By: /s/ Robert L. Klein

Name: Robert L. Klein

Title: Director

[Amendment No. 4 to Second Amended and Restated Revolving Credit Agreement]

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CITIBANK, N.A., as a Lender

By: /s/ Robert Chesley

Name: Robert Chesley

Title: Vice President

[Amendment No. 4 to Second Amended and Restated Revolving Credit Agreement]

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CITY NATIONAL BANK, as a Lender

By: /s/ Brandon L. Feitelson

Name: Brandon L. Feitelson

Title: Senior Vice President

[Amendment No. 4 to Second Amended and Restated Revolving Credit Agreement]

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STATE STREET BANK AND TRUST COMPANY, as a  
Lender

By: /s/ John Doherty

Name: John Doherty

Title: Vice President

Amendment No. 4 to Second Amended and Restated Revolving Credit Agreement

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TIAA, FSB, AS SUCCESSOR IN INTEREST TO  
CERTAIN ASSETS OF EVERBANK COMMERCIAL  
FINANCE, INC., as a Lender

By: /s/ Joshua Kinsey

Name: Joshua Kinsey

Title: Director

Amendment No. 4 to Second Amended and Restated Revolving Credit Agreement