

**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 27, 2026

**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.)

222 W. Adams Street, Suite 1850  
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
7.50% Notes due 2028	OFSSO	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 Material Definitive Agreement.**

***Amendment to Senior Secured Revolving Credit Facility***

On March 27, 2026, 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, among other things: (i) reduces the minimum tangible net asset value covenant from \$100.0 million to \$75.0 million; (ii) reduces the covenant requiring minimum quarterly net investment income after management/incentive fees from \$2.0 million to \$1.0 million for each of the quarters ending March 31, 2026, June 30, 2026 and September 30, 2026, after which the minimum quarterly net investment income after management/incentive fees covenant shall return to \$2.0 million; and (iii) decreases the Company’s maximum commitment amount from \$25.0 million to \$15.0 million. 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.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Amendment Nine to the Business Loan Agreement between OFS Capital Corporation and Banc of California (formerly known as Pacific Western Bank) dated March 27, 2026</a>

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**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: March 27, 2026

By: /s/ Bilal Rashid

\_\_\_\_\_  
Chief Executive Officer

**AMENDMENT NUMBER NINE TO BUSINESS LOAN AGREEMENT AND OTHER RELATED DOCUMENTS**

**THIS AMENDMENT NUMBER NINE TO BUSINESS LOAN AGREEMENT AND OTHER RELATED DOCUMENTS** (this "Amendment"), dated as of March 27, 2026, 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) The Financial Ratio/Covenant titled "Minimum Tangible Net Asset Value" under subsection (ii) titled "Financial Ratios/Covenants" on page 3 of the Loan Agreement, under the Financial Statements subsection of the Section titled "AFFIRMATIVE COVENANTS", is hereby amended and restated in its entirety to read as follows:

**"Minimum Tangible Net Asset Value.** Borrower shall maintain a minimum Net Asset Value in the amount of \$75,000,000.00. The term "Net Asset Value" is defined as the total assets less goodwill/other intangibles and less the total liabilities, on a consolidated basis. This required value must be maintained at all times and may be evaluated quarterly."

(b) The Financial Ratio/Covenant titled "Minimum Quarterly Net Investment Income" under subsection (ii) titled "Financial Ratios/Covenants" on page 3 of the Loan Agreement, under the Financial Statements subsection of the Section titled "AFFIRMATIVE COVENANTS", is hereby amended and restated in its entirety to read as follows:

**"Minimum Quarterly Net Investment Income.** Borrower shall maintain a minimum Quarterly Net Investment Income, after the management/incentive fees, in the amount of (i) for the quarters ending March 31, 2026, June 30, 2026, and September 30, 2026, \$1,000,000, and (ii) for each quarter thereafter, \$2,000,000.00. The term "Net Investment Income" is defined as the total investment income less total expenses, as presented in Borrower's consolidated financial statements. This required minimum income must be maintained at all times and may be evaluated quarterly."

(c) All references in the Loan Agreement, Note and other Related Documents to the \$25,000,000 maximum principal cap on the revolving line of credit provided thereunder is hereby changed to and shall be \$15,000,000, which shall continue to be subject to the other limitations and terms and conditions set forth therein.

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 documentation fee of \$500.00; and

(c) 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. COUNTERPARTS; ELECTRONIC EXECUTION. This Amendment may be executed in counterparts, each of which will be deemed to be an original, but all of which together will be deemed to be one and the same instrument. The exchange of copies of this Amendment and of executed signature pages by facsimile transmission or by electronic mail in “portable document format” (“.pdf”), or by a combination of such means, will constitute effective execution and delivery of this Amendment as to the parties and may be used in lieu of an original Amendment for all purposes. Lender may also execute this Amendment by electronic signature, whether digital or encrypted, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include DocuSign signature, faxed or emailed versions of an original signature or electronically scanned and transmitted versions of an original signature, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transaction Act any other similar state laws based on the Uniform Electronic Transactions Act or the Uniform Commercial Code, and the parties hereto hereby waive any objection to the contrary.

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

*[SIGNATURE PAGES FOLLOW]*

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/ Tod K. Reichert  
Tod K. Reichert, Corporate Secretary

**BANC OF CALIFORNIA**

By: /s/ Hans Sylvester  
Hans Sylvester, Executive Director

Amendment Number Nine to Business Loan Agreement and Other Related Documents

## **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 March 27, 2026

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

By: /s/ Tod K. Reichert  
Tod K. Reichert, Chief Executive Officer and President

Guarantor's Reaffirmation  
Amendment Number Nine to Business Loan Agreement and Other Related Documents