
**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): June 3, 2021 (June 1, 2021)

Runway Growth Credit Fund Inc.

(Exact name of registrant as specified in its charter)

Maryland (State or Other Jurisdiction of Incorporation)	000-55544 (Commission File Number)	47-5049745 (IRS Employer Identification No.)
205 N. Michigan Ave., Suite 4200, Chicago, Illinois (Address of Principal Executive Offices)		60601 (Zip Code)

Registrant's telephone number, including area code: (312) 281-6270

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
None	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 June 1, 2021, Runway Growth Credit Fund Inc. (the “Company”) entered into an amendment (the “Credit Facility Amendment”) to the Credit Agreement dated as of May 31, 2019, as subsequently amended (the “Credit Agreement”), among the Company, as borrower; the financial institutions party thereto as lenders (the “Lenders”); KeyBank National Association, as administrative agent for the Lenders (“Administrative Agent”) and a Lender; CIBC Bank USA, as documentation agent and a Lender; MUFG Union Bank, N.A., as co-documentation agent and a Lender; and U.S. Bank National Association, as paying agent (the “Credit Facility”). The Credit Facility Amendment is effective as of June 1, 2021.

The Credit Facility Amendment amended the Credit Agreement to: (i) allow the Company to incur Permitted Indebtedness without the prior written consent of the Administrative Agent, subject to the limitations described in the Credit Facility Amendment; (ii) increase the accordion amount under the Credit Facility from a \$300 million maximum aggregate commitment amount to a \$350 million maximum aggregate commitment amount; and (iii) amend certain other terms of the Credit Agreement.

Capitalized terms under this Item 1.01, unless otherwise defined herein, have the meaning ascribed to them under the Credit Agreement. The description above is only a summary of the material provisions of the Credit Facility Amendment and is qualified in its entirety by reference to a copy of the Credit Facility Amendment, which is filed as Exhibit 10.1 to this current report on Form 8-K.

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 in Item 1.01 is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits:

Exhibit No.	Description
10.1	<u>Third Amendment to Credit Agreement, dated as of June 1, 2021, among Runway Growth Credit Fund Inc., as borrower; the financial institutions party thereto as lenders; KeyBank National Association, as administrative agent and lender; CIBC Bank USA, as documentation agent and lender; MUFG Union Bank, N.A. as co-documentation agent and lender; and U.S. Bank National Association, as paying agent</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.

Runway Growth Credit Fund Inc.

Date: June 3, 2021

By: /s/ Thomas B. Raterman

Thomas B. Raterman

Chief Financial Officer, Treasurer and Secretary

THIRD AMENDMENT TO CREDIT AGREEMENT

THIS THIRD AMENDMENT TO CREDIT AGREEMENT, dated as of June 1, 2021 (the “*Amendment*”), is made pursuant to that certain Credit Agreement dated as of May 31, 2019 (as amended, restated, modified or supplemented from time to time, the “*Credit Agreement*”), among RUNWAY GROWTH CREDIT FUND INC., a Maryland corporation, as borrower (the “*Borrower*”); each Guarantor party thereto; the financial institutions currently party thereto as lenders (the “*Lenders*”); KEYBANK NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, the “*Administrative Agent*”); CIBC Bank USA, as documentation agent (together with its successors and assigns, the “*Documentation Agent*”); MUFG Union Bank, N.A., as co-documentation agent (together with its successors and assigns, the “*Co-Documentation Agent*”); and U.S. Bank National Association, not in its individual capacity but as the paying agent (together with its successors and assigns, the “*Paying Agent*”).

WITNESSETH:

WHEREAS, the Borrower, the Lenders, the Guarantors, the Documentation Agent, the Co-Documentation Agent, the Paying Agent and the Administrative Agent have previously entered into and are currently party to the Credit Agreement; and

WHEREAS, the Borrower has requested that the Lenders make certain amendments to the Credit Agreement, and the Administrative Agent and the Lenders are willing to do so under the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Defined Terms. Unless otherwise amended by the terms of this Amendment, terms used in this Amendment shall have the meanings assigned in the Credit Agreement.

Section 2. Amendments to Credit Agreement. Upon satisfaction of the conditions precedent set forth in Section 3 below, as of the Effective Date (as defined below), the parties hereto agree that the Credit Agreement shall be amended as set forth in Exhibit A to this Amendment with text marked in underline indicating additions to the Credit Agreement and with text marked in ~~strikethrough~~ indicating deletions to the Credit Agreement.

Section 3. Conditions Precedent. This Amendment shall become effective as of the date (the “*Effective Date*”) of the satisfaction of all of the following conditions precedent:

3.1. The Administrative Agent, the Borrower, and the Lenders shall have executed and delivered this Amendment.

3.2. The Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower certifying as to (i) its articles of incorporation, (ii) its operating agreement, (iii) the resolutions or other action of the board of directors of the Company, (iii) the incumbency and specimen signature of each of its Responsible Officers authorized to execute the Amendment and the other Transaction Documents to which it is a party, and (iv) certificate of good standing in the applicable jurisdiction of organization.

3.3. The Administrative Agent shall have received legal opinions from counsel to the Borrower covering such matters as the Administrative Agent and its counsel shall reasonably request including corporate and enforceability.

3.4. Legal matters incident to the execution and delivery of this Amendment shall be satisfactory to the Administrative Agent and its counsel.

Section 4. Representations of the Borrower. The Borrower hereby represents and warrants to the parties hereto that as of the date hereof its representations and warranties contained in Article IV of the Credit Agreement and any other Transaction Documents to which it is a party are true and correct in all material respects as of the date hereof and after giving effect to this Amendment (except to the extent that such representations and warranties relate solely to an earlier date, and then are true and correct as of such earlier date).

Section 5. Credit Agreement in Full Force and Effect. Except as specifically amended herein, the Credit Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in the Credit Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Credit Agreement, any reference in any of such items to the Credit Agreement being sufficient to refer to the Credit Agreement as amended hereby.

Section 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Amendment by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe Portable Document Format File (also known as an “PDF” file) shall be effective as delivery of a manually executed counterpart hereof.

Section 7. Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Credit Agreement to be executed and delivered by their duly authorized officers as of the date hereof.

BORROWER:

RUNWAY GROWTH CREDIT FUND INC.

By: /s/ Thomas B. Raterman

Name: Thomas B. Raterman

Title: Chief Financial Officer

[Signature Page to Third Amendment to Credit Agreement]

MANAGING AGENT for the KeyBank Lender
Group:

KEYBANK NATIONAL ASSOCIATION

By: /s/ Richard Andersen

Name: Richard Andersen

Title: Senior Vice President

LENDER for the KeyBank Lender Group:

KEYBANK NATIONAL ASSOCIATION

By: /s/ Richard Andersen

Name: Richard Andersen

Title: Senior Vice President

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ADMINISTRATIVE AGENT:

KEYBANK NATIONAL ASSOCIATION

By: /s/ Richard Andersen

Name: Richard Andersen

Title: Senior Vice President

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MANAGING AGENT for the CIBC Bank USA

Lender Group:

CIBC BANK USA

By:/s/ Rob Dmowski

Name: Rob Dmowski

Title: Managing Director

LENDER for the CIBC BANK USA Lender
Group:

CIBC BANK USA

By:/s/ Rob Dmowski

Name: Rob Dmowski

Title: Managing Director

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MANAGING AGENT for the MUFG Union Bank,
N.A. Lender Group:

MUFG UNION BANK, N.A.

By: /s/ J. William Bloore

Name: J. William Bloore

Title: Managing Director

LENDER for the MUFG Union Bank, N.A.
Lender Group:

MUFG UNION BANK, N.A.

By: /s/ J. William Bloore

Name: J. William Bloore

Title: Managing Director

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MANAGING AGENT for the Bank of Hope Lender Group:

BANK OF HOPE

By: /s/ Peter Hennessy

Name: Peter Hennessy

Title: Senior Vice President

LENDER for the Bank of Hope Lender Group:

BANK OF HOPE

By: /s/ Peter Hennessy

Name: Peter Hennessy

Title: Senior Vice President

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MANAGING AGENT for the First Foundation
Bank Lender Group:

FIRST FOUNDATION BANK

By: /s/ Michael Berry

Name: Michael Berry

Title: Senior Vice President

LENDER for the First Foundation Bank Lender
Group:

FIRST FOUNDATION BANK

By: /s/ Michael Berry

Name: Michael Berry

Title: Senior Vice President

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