
**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) **October 5, 2023**

Main Street Capital Corporation

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

001-33723
(Commission File Number)

41-2230745
(IRS Employer Identification No.)

1300 Post Oak Boulevard, 8th Floor, Houston, Texas
(Address of principal executive offices)

77056
(Zip Code)

Registrant's telephone number, including area code: **713-350-6000**

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:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.01 per share	MAIN	New York Stock Exchange

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.**

On October 5, 2023, Main Street Capital Corporation (the “Company”), through its wholly owned subsidiary MSCC Funding I, LLC (“MSCC Funding”), entered into a lender joinder agreement (the “Western Alliance Joinder Agreement”) to the Revolving Credit and Security Agreement by and among MSCC Funding, as borrower, the lenders from time to time party thereto, the Company, as collateral manager, Truist Bank (“Truist”), acting as administrative agent and swingline lender, CitiBank, N.A., acting as collateral agent, document custodian and custodian and Virtus Group, L.P., as collateral administrator (the “SPV Credit Agreement”), to add Western Alliance Bank as Syndication Agent and as a lender and increase total commitments under the SPV Credit Agreement from \$255 million to \$355 million.

The description above is not complete and is qualified in its entirety by reference to the Western Alliance Joinder Agreement, 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 disclosure set forth above under Item 1.01 is incorporated by reference herein.

Item 9.01**Financial Statements and Exhibits.**

(d) Exhibits

10.1	Western Alliance Joinder Agreement, dated October 5, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Certain portions of this document have been omitted pursuant to Items 601(b)(10)(vi) of Regulation S-K and, where applicable, have been marked with “[***]” to indicate where omissions have been made. A copy of any omitted portion will be furnished supplementally to the Securities and Exchange Commission upon request; provided, however, that the registrant may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act for any document so furnished.

Lender Joinder Agreement
October 5, 2023

This Lender Joinder Agreement (this “*Joinder*”) is delivered pursuant to Section 2.18 of that certain Revolving Credit and Security Agreement dated as of November 22, 2022 (as the same may from time to time be amended, restated, supplemented, waived or modified, the “*Credit Agreement*”) among MSCC Funding I, LLC, a Delaware limited liability company, as borrower (the “*Borrower*”); Main Street Capital Corporation, a Maryland corporation, as the collateral manager (the “*Collateral Manager*”); the Lenders from time to time party thereto; Truist Bank (“*Truist*”), as administrative agent for the Secured Parties (the “*Administrative Agent*”) and as Swingline Lender (in such capacity, the “*Swingline Lender*”); Citibank, N.A., as collateral agent for the Secured Parties (the “*Collateral Agent*”), as custodian (in such capacity, together with its successors and assigns, the “*Custodian*”) and as document custodian (in such capacity, together with its successors and assigns, the “*Document Custodian*”); and Virtus Group, LP, as collateral administrator (the “*Collateral Administrator*”). Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement.

The Lender party hereto (the “*Additional Lender*”) agrees as follows:

1. The Additional Lender agrees to become a Lender and to be bound by the terms of the Credit Agreement as a “Lender”.

2. The Additional Lender: (a) confirms that it has received a copy of the Credit Agreement and the other Facility Documents, together with copies of any financial statements delivered pursuant to Section 5.01(d) of the Credit Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder and the Credit Agreement; (b) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under or in connection with any of the Facility Documents; (c) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Facility Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; (d) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Facility Documents are required to be performed by it as a Lender; (e) acknowledges that it is required to be a Qualified Purchaser for purposes of the Investment Company Act and a QIB for purposes of the Securities Act at the time it becomes a Lender and on each date on which an Advance is made under the Credit Agreement; and (f) represents and warrants to the Borrower and the Agents that it is a Qualified Purchaser and a QIB.

3. Following the execution of this Joinder, this Joinder will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The effective date for this Joinder (the “*Effective Date*”) shall be the date recited above, unless otherwise specified on Schedule I.

4. Upon such execution and delivery, as of the Effective Date, the Additional Lender shall (a) be a party to the Credit Agreement and the other Facility Documents and have the rights and obligations of a Lender thereunder; (b) have a Commitment as specified on Schedule I; and (c) be awarded the title of "Syndication Agent".

5. Each of the parties to this Joinder agrees and acknowledges that upon delivery of this Joinder, the Borrower shall be deemed to have requested a borrowing from the Additional Lender on such date (the "*Joinder Advance*") in an amount such that, after giving effect thereto, the Advances outstanding shall be funded by the Lenders pro rata in accordance with their Commitments as a percentage of all Commitments with the proceeds of such Joinder Advance to be paid by the Additional Lender (i) to the Administrative Agent (for the benefit of the Lenders) at such address as specified to the Additional Lender to the extent necessary to reallocate Advances outstanding and (ii) otherwise as the Borrower shall direct.

6. This Joinder shall be governed by, and construed in accordance with, the laws of the State of New York.

7. This Joinder may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Joinder by facsimile or email (with a PDF copy attached) shall be effective as delivery of a manually executed counterpart of this Joinder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS my hand on this 5th day of October 2023.

WESTERN ALLIANCE BANK, as
Additional Lender and a Syndication Agent

By: /s/ Grant Pritchard
Name: Grant Pritchard
Title: Managing Director

ACCEPTED AND APPROVED:

TRUIST BANK, as the Administrative Agent

By: /s/ Jason Meyer
Name: Jason Meyer
Title: Managing Director

CONSENTED TO:

MSCC FUNDING I, LLC, as Borrower
By: Main Street Capital Corporation, its sole member

By: /s/ Jesse E. Morris
Name: Jesse E. Morris
Title: Chief Financial Officer and Chief Operating Officer

SCHEDULE I
to
JOINDER

ADDITIONAL LENDER

Lender:	Western Alliance Bank
Additional Lender's Commitment:	\$100,000,000
Notice Information:	1 E Washington St, STE 1400 Phoenix AZ 85004 Attention: [***] Telephone: [***] Email: [***]