

---

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

---

Form S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

---

CAPITAL SOUTHWEST CORPORATION  
(Exact name of registrant as specified in its charter)

---

Texas (State or other jurisdiction of incorporation or organization)	75-1072796 (I.R.S. Employer Identification No.)
8333 Douglas Avenue, Suite 1100 Dallas, Texas (Address of Principal Executive Offices)	75225 (Zip code)

Capital Southwest Corporation 2021 Non-Employee Director Restricted Stock Award Plan  
(Full title of the plan)

---

Bowen S. Diehl  
President and Chief Executive Officer  
Capital Southwest Corporation  
8333 Douglas Avenue, Suite 1100  
Dallas, Texas 75225  
(Name and address of agent for service)

(214) 238-5700  
(Telephone number, including area code, of agent for service)

---

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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.

## **PART I**

### **INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

The documents containing the information required in Part I of Form S-8 will be sent or given to participants in the Capital Southwest Corporation 2021 Non-Employee Director Restricted Stock Award Plan as specified by Rule 428(b)(1) under the Securities Act of 1933, as amended (the “Securities Act”). In accordance with Rule 428 under the Securities Act and the requirements of Part I of Form S-8, such documents are not being filed with the Securities and Exchange Commission (“SEC”) either as part of this registration statement on Form S-8 (this “Registration Statement”) or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. Capital Southwest Corporation (the “Company,” “us” or “we”) will maintain a file of such documents in accordance with the provisions of Rule 428 under the Securities Act. Upon request, the Company will furnish to the SEC or its staff a copy or copies of all of the documents included in that file. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

## **PART II**

### **INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

#### **Item 3. Incorporation of Documents by Reference.**

The following documents previously filed by the Company with the SEC are incorporated herein by reference and made a part hereof:

- (a) the Company’s Annual Report on Form 10-K for the year ended fiscal year ended March 31, 2022, filed with the SEC on May 24, 2022;
- (b) the Company’s Definitive Proxy Statement, filed with the SEC on June 3, 2022 (but only with respect to information required by Part III of the Company’s Annual Report on Form 10-K for the fiscal year ended March 31, 2022);
- (c) the Company’s Quarterly Report on Form 10-Q for the quarter ended June 30, 2022, filed with the SEC on August 2, 2022;
- (d) the Company’s Current Reports on Form 8-K (other than information furnished rather than filed in accordance with SEC rules) filed with the SEC on April 27, 2022, May 12, 2022, July 28, 2022 and August 2, 2022; and
- (e) the description of the Common Stock, contained in the Company’s Registration Statement on Form 8-A filed with the SEC on April 28, 1961 to register the Company’s common stock under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including any amendment or report filed for the purpose of updating such description.

All documents filed with the SEC by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (excluding any information furnished pursuant to Item 2.02 or Item 7.01 on any current report on Form 8-K) subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered hereby have been sold, or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Any statement contained in this Registration Statement or in a document incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document that also is, or is deemed to be, incorporated herein by reference, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

The Company's Articles of Incorporation, as amended (the "Articles of Incorporation"), provides for indemnification for persons who are or were a director, officer or employee of the Company against any and all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by such person in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such action, suit or proceeding, and any inquiry or investigation that could lead to such action, suit or proceeding, on account of such person's service as a director officer or employee of Company, or service at the request of Company as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise all to the fullest extent permitted by Texas law. The Articles of Incorporation provides that we must not provide indemnification to the extent not prohibited by the Investment Company Act of 1940, as amended (the "1940 Act"). In accordance with the 1940 Act, the Company will not indemnify any person for any liability to which such person would be subject by reason of such person's willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his or her office.

Texas law requires a corporation to indemnify a director or officer against reasonable expenses actually incurred by him or her in connection with a threatened, pending, or completed action or other proceeding in which he or she is a named defendant or respondent because he or she is or was a director or officer if he or she has been wholly successful, on the merits or otherwise, in the defense of the action or proceeding. Texas law permits a corporation to indemnify a director or former director against judgments and expenses reasonably and actually incurred by the person in connection with a proceeding if the person (i) acted in good faith, (ii) reasonably believed, in the case of conduct in the person's official capacity, that the person's conduct was in the corporation's best interests, and otherwise, that the person's conduct was not opposed to the corporation's best interests, and (iii) in the case of a criminal proceeding, did not have a reasonable cause to believe the person's conduct was unlawful. If, however, the person is found liable to the corporation, or is found liable on the basis that such person received an improper personal benefit, then indemnification under Texas law is limited to the reimbursement of reasonable expenses actually incurred, and no indemnification will be available if the person is found liable for (i) willful or intentional misconduct in the performance of the person's duty to the corporation, (ii) breach of the person's duty of loyalty owed to the corporation, or (iii) an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the corporation. In addition, Texas law permits a corporation to advance reasonable expenses to a director or officer upon the corporation's receipt of (a) a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation and (b) a written undertaking by him or her or on his or her behalf to repay the amount paid or reimbursed by the corporation if it is ultimately determined that the standard of conduct was not met.

The Articles of Incorporation authorizes the Company to purchase or maintain insurance against any liability asserted against a director, officer or employee of the Company. The Company has obtained primary and excess insurance policies insuring its directors and officers against certain liabilities they may incur in their capacity as directors and officers. Under such policies, the insurer, on our behalf, may also pay amounts for which the Company has granted indemnification to the directors or officers.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

## Item 8. Exhibits.

Exhibit No.	Description
<a href="#">4.1</a>	<a href="#">Articles of Incorporation, dated April 19, 1961, including amendments dated June 30, 1969, July 20, 1987, April 23, 2007 and July 15, 2013 (incorporated by reference to Exhibit (a) to Registration Statement on Form N-2 (Reg. No. 333-220385) filed on September 8, 2017).</a>
<a href="#">4.2</a>	<a href="#">Certificate of Amendment to the Articles of Incorporation, dated August 1, 2019 (incorporated by reference to Exhibit 3.1 to Form 8-K (File No. 814-00061) filed on August 1, 2019).</a>
<a href="#">4.3</a>	<a href="#">Second Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 to Form 10-Q (File No. 814-00061) filed on November 7, 2017).</a>
<a href="#">4.4</a>	<a href="#">Amendment to Second Amended and Restated Bylaws of Capital Southwest Corporation (incorporated by reference to Exhibit 3.1 to Form 8-K (File No. 814-00061) filed April 25, 2019).</a>
<a href="#">4.5</a>	<a href="#">Capital Southwest Corporation 2021 Non-Employee Director Restricted Stock Award Plan*</a>
<a href="#">4.6</a>	<a href="#">Form of Capital Southwest Corporation Non-Employee Restricted Stock Award Agreement*</a>
<a href="#">5.1</a>	<a href="#">Opinion of Eversheds Sutherland (US) LLP*</a>
<a href="#">23.1</a>	<a href="#">Consent of Eversheds Sutherland (US) LLP (included in Exhibit 5.1 hereto)*</a>
<a href="#">23.2</a>	<a href="#">Consent of RSM US LLP relating to Capital Southwest Corporation*</a>
<a href="#">23.3</a>	<a href="#">Consent of RSM US LLP relating to I-45 SLF LLC*</a>
<a href="#">24.1</a>	<a href="#">Power of Attorney (included on signature page)*</a>
<a href="#">107</a>	<a href="#">Filing Fee Exhibit*</a>

\* Filed herewith.

## Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
  - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dallas, State of Texas, on August 4, 2022.

CAPITAL SOUTHWEST  
CORPORATION

By: /s/ Bowen S. Diehl  
Name: Bowen S. Diehl  
Title: President and Chief  
Executive Officer

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Bowen S. Diehl and Michael S. Sarner, and each of them, with the full power to act without the other, such person's true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign, execute and file this Registration Statement, and any or all amendments thereto (including, without limitation, post-effective amendments), with all exhibits and schedules thereto, and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing necessary or desirable to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their substitute or substitutes, may lawfully do or cause to be done.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

	<u>Signature</u>	<u>Title</u>	<u>Date</u>
By:	<u>/s/ Bowen S. Diehl</u> Bowen S. Diehl	Chief Executive Officer, President and Director	August 4, 2022
By:	<u>/s/ Michael S. Sarner</u> Michael S. Sarner	Chief Financial Officer, Chief Compliance Officer, Secretary and Treasurer	August 4, 2022
By:	<u>/s/ David R. Brooks</u> David R. Brooks	Chairman of the Board	August 4, 2022
By:	<u>/s/ Christine S. Battist</u> Christine S. Battist	Director	August 4, 2022
By:	<u>/s/ Jack D. Furst</u> Jack D. Furst	Director	August 4, 2022
By:	<u>/s/ Ramona L. Rogers-Windsor</u> Ramona L. Rogers-Windsor	Director	August 4, 2022
By:	<u>/s/ William R. Thomas</u> William R. Thomas	Director	August 4, 2022

Form S-8  
(Form Type)

Capital Southwest Corporation  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount to be Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Share <sup>(2)</sup>	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, par value \$0.25	Other	120,000	\$20.04	\$2,404,800	0.0000927	\$222.92
<b>Total Offering Amounts</b>					\$2,404,800		\$222.92
<b>Total Fee Offsets</b>					—		—
<b>Net Fee Due</b>							\$222.92

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended, (the “Securities Act”), the Registration Statement of Form S-8 (this “Registration Statement”) also covers additional common stock as may be offered or issued as a result of adjustment by reason of share dividend, share split, recapitalization or other similar transaction effected without receipt of consideration that increases the number of outstanding shares of Capital Southwest Corporation’s (the “Registrant”) common stock.
- (2) Estimated in accordance with Rule 457(c) and (h) solely for purposes of calculating the registration fee. The maximum price per share and the maximum aggregate offering price are based on the average of the \$20.35 (high) and \$19.72 (low) sale price of the Registrant’s common stock as reported on The Nasdaq Global Select Market on August 2, 2022, which is within five business days prior to filing this Registration Statement.

## CAPITAL SOUTHWEST CORPORATION

## 2021 NON-EMPLOYEE DIRECTOR RESTRICTED STOCK AWARD PLAN

**1. PURPOSE OF THE PLAN**

The purpose of this Restricted Stock Plan (this “Plan”) is to advance the interests of Capital Southwest Corporation (the “Company”) by providing to members of the Company’s Board of Directors who are not employees of the Company (“Non-Employee Directors”) additional incentives, to the extent permitted by law, to exert their best efforts on behalf of the Company, and to provide a means to attract and retain persons of outstanding ability to the service of the Company. It is recognized that the Company’s efforts to attract or retain these individuals will be facilitated with this additional form of compensation.

**2. ADMINISTRATION**

This Plan shall be administered by the Compensation Committee (the “Committee”) of the Company’s Board of Directors (the “Board”), which is comprised solely of directors who are not interested persons of the Company within the meaning of Section 2(a)(19) of the Investment Company Act of 1940, as amended (the “Act”). The Committee shall interpret this Plan and, to the extent and in the manner contemplated herein, shall exercise the discretion reserved to it hereunder. The Committee may prescribe, amend and rescind rules and procedures relating to this Plan and make all other determinations necessary for its administration. The decision of the Committee on any interpretation of this Plan or administration hereof, if in compliance with the provisions of the Act and regulations promulgated thereunder, shall be final and binding with respect to the Company and the Non-Employee Directors.

**3. SHARES SUBJECT TO THE PLAN**

The shares subject to this Plan shall be shares of the Company’s common stock, par value \$0.25 per share (“Shares”). Subject to the provisions hereof concerning adjustment, the total number of shares that may be awarded as restricted shares under this Plan shall not exceed 120,000 Shares. Any Shares that were granted pursuant to an award of restricted stock under this Plan but that are forfeited pursuant to the terms of the Plan or an award agreement shall again be available under this Plan. Shares used for tax withholding shall not again be available under this Plan. Shares may be made available from authorized, un-issued or reacquired stock or partly from each.

**4. AWARDS**

(A) Non-Employee Directors. Non-Employee Directors will each receive a grant of shares of restricted stock at or about the beginning of each one-year term of service on the Board, for which forfeiture restrictions will lapse at the end of that term; *provided* that the Board may provide in any award agreement, or may determine in any individual case, that restrictions or forfeiture conditions relating to restricted stock will be waived in whole or in part in the event of terminations resulting from any cause, and the Board may in other cases waive in whole or in part the forfeiture of restricted stock. The number of shares of restricted stock granted to each Non-Employee Director each year will be the equivalent of \$50,000 worth of Shares based on the market value at the close of the Nasdaq Global Select Market on the date of grant.

(B) Award Agreements. All restricted stock granted under this Plan will be evidenced by an agreement. The agreement documenting the award of any restricted stock granted pursuant to this Plan shall contain such terms and conditions as the Committee shall deem advisable, including but not limited to the lapsing of forfeiture restrictions. Agreements evidencing awards made to different participants or at different times need not contain similar provisions. In the case of any discrepancy between the terms of this Plan and the terms of any award agreement, the Plan provisions shall control.

(C) Stockholder Rights. Holders of restricted stock shall have all the rights of a holder upon issuance of the restricted stock award including, without limitation, voting rights and the right to receive dividends.

**5. LIMITATIONS ON RESTRICTED STOCK AWARDS**

Grants of restricted stock awards shall be subject to the following limitations:

(A) The total number of shares that may be outstanding as restricted shares under all of the Company’s compensation plans shall not exceed ten (10) percent of the total number of Shares outstanding on the effective date of the Plan and the Company’s 2021 Employee Restricted Stock Award Plan (together, the “Plans”) plus ten (10) percent of the number of shares of Stock issued or delivered by the Company (other than pursuant to compensation plans) during the term of the Plans.



(B) The amount of voting securities that would result from the exercise of all of the Company's outstanding warrants, options, and rights, together with any restricted stock issued pursuant to this Plan and any other compensation plan of the Company, at the time of issuance shall not exceed twenty-five (25) percent of the outstanding voting securities of the Company, *provided, however*, that if the amount of voting securities that would result from the exercise of all of the Company's outstanding warrants, options, and rights issued to the Company's directors, officers, and employees, together with any restricted stock issued pursuant to this Plan and any other compensation plan of the Company, would exceed fifteen (15) percent of the outstanding voting securities of the Company, then the total amount of voting securities that would result from the exercise of all outstanding warrants, options, and rights, together with any restricted stock issued pursuant to this Plan and any other compensation plan of the Company, at the time of issuance shall not exceed twenty (20) percent of the outstanding voting securities of the Company.

## 6. TRANSFERABILITY OF RESTRICTED STOCK

While subject to forfeiture provisions, restricted stock shall not be transferable other than to the spouse or lineal descendants (including adopted children) of the participant, any trust for the benefit of the participant or the benefit of the spouse or lineal descendants (including adopted children) of the participant, or the guardian or conservator of the participant ("Permitted Transferees").

## 7. EFFECT OF CHANGE IN STOCK SUBJECT TO THE PLAN

(A) Capitalization Adjustments. In the event of a stock dividend, stock split or combination of shares (including a reverse stock split), recapitalization or other change in the Company's capital structure, the Board will make appropriate adjustments to the maximum number of shares that may be delivered under this Plan, to the maximum per-participant share limit, and will also make appropriate adjustments to the number and kind of shares of stock or securities subject to awards then outstanding or subsequently granted and any other provision of awards affected by such change. To the extent consistent with continued exclusion from or compliance with Section 409A of the Internal Revenue Code of 1986, as amended and in effect, or any successor statute as from time to time in effect, and other applicable law, the Board may also make adjustments of the type described in the preceding sentence to take into account distributions to stockholders other than those provided for in such sentence, or any other event, if the Board determines that adjustments are appropriate to avoid distortion in the operation of the Plan and to preserve the value of awards granted hereunder.

(B) Change in Control. Except as otherwise provided in an award, in the event of a Change in Control (as defined below) in which there is an acquiring or surviving entity, the Board may provide for the assumption of some or all outstanding awards, or for the grant of new awards in substitution therefor, by the acquirer or survivor or an affiliate of the acquirer or survivor, in each case on such terms and subject to such conditions as the Board determines. In the absence of such an assumption or if there is no substitution, except as otherwise provided in the award, each award will become fully vested or exercisable prior to the Change in Control on a basis that gives the holder of the award a reasonable opportunity, as determined by the Board, to participate as a stockholder in the Change in Control following vesting or exercise, and the award will terminate upon consummation of the Change in Control.

A "Change in Control" means an event set forth in any one of the following paragraphs:

(i) any "person" or group (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934 (as amended, and including the rules and regulations promulgated thereunder, the "Exchange Act"), and as modified in Section 13(d) and 14(d) of the Exchange Act), together with their affiliates and associates (both as defined in Rule 12b-2 under the Exchange Act) *other than* (i) the Company or any of its subsidiaries, (ii) any employee benefit plan of the Company or any of its subsidiaries, or the trustee or other fiduciary holding securities under any such employee benefit plan, (iii) a company owned, directly or indirectly, by stockholders of the Company in substantially the same proportions as their ownership of the Company or (iv) an underwriter temporarily holding securities pursuant to an offering of such securities by the Company, becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of more than thirty (30) percent of combined voting power of the voting securities of the Company then outstanding; or

(ii) individuals who, as of the effective date of the Plan, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; *provided, however*, that for purposes of this definition of Change in Control, any individual becoming a director subsequent to the effective date of the Plan whose appointment or nomination for election to the Board was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an election contest with respect

to the election or removal of directors or other solicitation of proxies or consents by or on behalf of a person *other than* the Board; or

(iii) the consummation of any merger, reorganization, business combination or consolidation of the Company or one of its subsidiaries (a "Business Combination") with or into any other entity, *other than* a merger, reorganization, business combination or consolidation a result of which (or immediately after which) the holders of the voting securities of the Company outstanding immediately prior thereto holding securities would represent immediately after such merger, reorganization, business combination or consolidation more than a majority of the combined voting power of the voting securities of the Company or the surviving entity or the parent of such surviving entity; or

(iv) the consummation of a sale or disposition by the Company of all or substantially all of the Company's assets, *other than* a sale or disposition if the holders of the voting securities of the Company outstanding immediately prior thereto hold securities immediately thereafter which represent more than a majority of the combined voting power of the voting securities of the acquirer, or parent of the acquirer, of such assets; or

(v) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company.

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

## **8. MISCELLANEOUS PROVISIONS**

(A) The Committee is authorized to take appropriate steps to ensure that neither the grant of nor the lapsing of the forfeiture restrictions on awards under this Plan would have an effect contrary to the interests of the Company's stockholders. This authority includes the authority to prevent or limit the granting of additional awards under this Plan.

(B) The granting of any award under the Plan shall not impose upon the Company any obligation to appoint or to continue to appoint as a director or employee any participant, and the right of the Company and its subsidiaries to terminate the employment of any employee, or service of any director, shall not be diminished or affected by reason of the fact that an award has been made under the Plan to such participant.

(C) The Company may make such provisions as it deems appropriate to withhold any taxes the Company determines it is required to withhold with respect to any award.

(D) The Plan and all awards and actions taken hereunder shall be governed by the laws of the state of Texas, without regard to the choice of law principles of any jurisdiction.

## **9. AMENDMENT AND TERMINATION**

(A) The Board may modify, revise or terminate this Plan at any time and from time to time, subject to applicable requirements in (a) the Company's articles of incorporation, as amended from time to time (the "Articles of Incorporation"), or the Company's second amended and restated bylaws, as amended from time to time (the "Bylaws"), and (b) applicable law and orders. The Board shall seek stockholder approval of any action modifying a provision of the Plan where it is determined that such stockholder approval is appropriate under the provisions of (a) applicable law or orders, or (b) the Articles of Incorporation or the Bylaws.

(B) Unless sooner terminated, the Plan shall terminate on the day before the tenth (10th) anniversary of the date the Plan is approved by the stockholders of the Company. Notwithstanding the termination of the Plan, awards granted prior to termination of the Plan shall continue to be effective and shall be governed by the Plan.

## **10. EFFECTIVE DATE OF THE PLAN**

The Plan shall become effective upon the approval of this Plan by the shareholders of the Company.

**CAPITAL SOUTHWEST CORPORATION  
2021 NON-EMPLOYEE DIRECTOR RESTRICTED STOCK AWARD PLAN**

**RESTRICTED STOCK AGREEMENT**

This Restricted Stock Agreement (this "Agreement") between Capital Southwest Corporation (the "Company") and \_\_\_\_\_ (the "Grantee"), a member of the Board of Directors of the Company (the "Board") who is not an employee of the Company, regarding an award ("Award") of shares of common stock, par value \$0.25 per share (the "Common Stock" and, such Common Stock comprising this Award, the "Restricted Stock"), awarded to the Grantee on \_\_\_\_\_ (the "Award Date"), pursuant to the Capital Southwest Corporation 2021 Non-Employee Director Restricted Stock Award Plan (the "Plan"), such number of shares of Restricted Stock subject to adjustment as provided in the Plan, and further subject to the following terms and conditions:

**1. Relationship to Plan.**

This Award is subject to all of the terms, conditions and provisions of the Plan and administrative interpretations thereunder or amendments, if any, which are adopted by the Committee. Except as defined herein, capitalized terms used herein shall have the same meanings ascribed to them under the Plan.

**2. Vesting Schedule.**

(a) All shares of Restricted Stock subject to this Award shall vest on the day immediately preceding the first annual meeting at which shareholders elect directors that occurs after the Award Date, *provided* that the Grantee has been in continuous service as a member of the Board through such date (the "Vesting Date"), *provided* that if such date falls on a day that is not a business day, the Vesting Date shall be the next following business day. The Board may amend the Plan, in accordance with the terms of the Plan, to accelerate the time at which the shares of Restricted Stock subject to this Award shall vest.

(b) All shares of Restricted Stock subject to this Award shall vest, irrespective of the limitations set forth in subparagraph (a) above, upon the occurrence of a Change in Control.

**3. Forfeiture of Award.**

Except as specifically provided in Section 2 above, upon the Grantee's termination of service as a member of the Board, all unvested shares of Restricted Stock as of the termination date shall be forfeited back to the Company without payment.

**4. Escrow of Shares.**

During the period of time between the Award Date and the earlier of the date the shares of Restricted Stock vest or are forfeited (the "Restriction Period"), the shares of Restricted Stock shall be registered in the name of the Grantee and held in escrow by the Company or in a book-entry account with the Company's transfer agent, and the Grantee agrees, upon the Company's written request, to provide a stock power endorsed by the Grantee in blank. Any certificate or book-entry account shall bear a legend or notation as provided by the Company, conspicuously referring to the terms, conditions and restrictions described in this Agreement. Upon termination of the Restriction Period, if the shares of Restricted Stock are held in certificated form, a certificate representing such shares without any legend referring to the terms, conditions and restrictions described in this Agreement shall be delivered to the Grantee, and if the shares of Restricted Stock are held in book-entry form, the Company shall instruct the transfer agent to remove any notation referring to the terms, conditions and restrictions described in this Agreement, in each case, as promptly as is reasonably practicable following such termination. Fractional shares will not be issued.

**5. Code Section 83(b) Election.**

The Grantee shall be permitted to make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "Code Section 83(b)"), to include an amount in income in respect of the Award of Restricted Stock in accordance with the requirements of Code Section 83(b). Grantee acknowledges that such election must be filed with the Internal Revenue Service within 30 days of the grant of the Award for which such election is made. Grantee is solely responsible for making such election.

## **6. Dividends and Voting Rights.**

During the Restricted Period, the Grantee shall have the right to vote or execute proxies with respect to the shares of Restricted Stock subject to this Award and to receive any cash or stock dividends paid or distributed with respect thereto, unless and until the Restricted Stock is forfeited. Cash or stock dividends paid or distributed with respect to outstanding Restricted Stock shall be fully vested and nonforfeitable upon receipt. Notwithstanding the foregoing, in the case of a stock split affected by the Company by means of a stock dividend or any stock dividends affected as part of a recapitalization of the Company or similar event, any stock dividends distributed with respect to the underlying Restricted Stock shall be subject to the same restrictions provided for herein with respect to such Restricted Stock, and the dividend shares so paid or distributed shall be deemed Restricted Stock subject to all terms and conditions herein.

## **7. Delivery of Shares.**

The Company shall not be obligated to deliver any shares of Common Stock if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulation of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Common Stock is listed or quoted. The Company shall in no event be obligated to take any affirmative action in order to cause the delivery of shares of Common Stock to comply with any such law, rule, regulation or agreement.

## **8. Assignment of Award.**

Except as otherwise permitted by the Committee, the Grantee's rights under the Plan and this Agreement are personal; no assignment or transfer of the Grantee's rights under and interest in this Award may be made by the Grantee other than by will or by the laws of descent and distribution.

## **9. Restrictions on Common Stock.**

In consideration of the Award being made hereunder, the Grantee agrees that the Company (or a representative of any underwriters, initial purchasers or placement agents the Company may designate) may, in connection with any offering of any securities of the Company require that the Grantee not sell or otherwise transfer or dispose of any shares of Common Stock or other securities of the Company during such period (not to exceed 180 days) following such offering or such other date as may be requested by the Company or such representative of the underwriters, initial purchasers or placement agents. For purposes of this restriction, the Grantee will be deemed to own shares of Common Stock which: (a) are owned directly or indirectly by the Grantee, including securities held for the Grantee's benefit by nominees, custodians, brokers, or pledgees; (b) may be acquired by the Grantee under this Award at any time, or otherwise be acquired by the Grantee within 60 days of the offering or other date set by the Company or the representative of the underwriters; (c) are owned directly or indirectly, by or for the Grantee's spouse and any of his children who reside at his principal residence and over which Grantee can exercise dispositive authority; or (d) are owned, directly or indirectly, by or for a corporation, partnership, estate, or trust of which the Grantee is a shareholder, partner, beneficiary, or trustee and over which Grantee can exercise dispositive authority, but in the event the Grantee is a shareholder, partner, or beneficiary, only to the extent of the Grantee's proportionate interest therein as a shareholder, partner, or beneficiary thereof. The Grantee further agrees that the Company may impose "stop transfer" instructions with respect to securities subject to the foregoing restrictions until the end of such period.

## **10. Restrictive Legend or Notation.**

Certificates or book-entry account representing the Common Stock issued pursuant to the Award will bear all legends or notations required by law or determined by the Company or its counsel as necessary or advisable to effectuate the provisions of the Plan and this Award. The Company may place a "stop transfer" order against shares of the Common Stock issued pursuant to this Award until all restrictions and conditions set forth in the Plan or this Agreement and in the legends or notations referred to in this Section 10 have been complied with. The stock transfer records of the Company will reflect stock transfer instructions with respect to such shares.

## **11. Successors and Assigns.**

This Agreement shall bind and inure to the benefit of and be enforceable by the Grantee, the Company and their respective permitted successors and assigns (including personal representatives, heirs and legatees), except that the Grantee may not assign any rights or obligations under this Agreement except to the extent and in the manner expressly permitted herein.

**12. Tax Matters.**

Grantee acknowledges that the tax consequences associated with the Award are complex and that the Company has urged Grantee to review with the Grantee's own tax advisors the federal, state and local tax consequences of this Award. Grantee is relying solely on such advisors and not on the statements or representations of the Company or its agents. Grantee understands that Grantee (and not the Company) will be responsible for Grantee's own tax liability that may arise as a result of the Award.

**13. Governing Law.**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to any jurisdiction's choice of law principles.

**14. Amendment.**

This Agreement cannot be modified, altered or amended except by an agreement, in writing, signed by both the Company and the Grantee.

**15. Dispute Resolution.**

The provisions of this Section 15 shall be the exclusive means of resolving disputes of between the Grantee and the Company arising from the Plan or this Agreement. The parties shall attempt in good faith to resolve any disputes arising out of or relating to the Plan or this Agreement by negotiation between individuals who have authority to settle the controversy. Within 30 days of written notification regarding a dispute, the parties shall meet at such times and places as may be required to attempt to resolve the dispute. If the dispute has not been resolved within 90 days of the written notification, either party may file suit and all parties agree that any suit, action or proceeding arising in connection with the Plan or this Agreement shall be brought in the United States District Court of the Southern District of Texas (or should such Court lack jurisdiction to hear such action, suit or proceeding, in a Texas state court in Harris County, Texas) and that the parties shall submit to the jurisdiction of such court. The parties to this Agreement irrevocably waive, to the fullest extent permitted by law, any objection a party may have to the laying of venue for any such suit, action or proceeding brought in such court. **THE PARTIES ALSO WAIVE ANY RIGHT THEY HAVE OR MAY HAVE TO A JURY TRIAL OF ANY SUCH SUIT, ACTION OR PROCEEDING.** If any one or more provisions of this Section 15 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

**16. No Continued Service Guaranteed.**

No provision of this Agreement, and no action of the Company with respect hereto, shall confer or be construed to confer any right upon the Grantee to continue as a member of the Board.

*[Signature page follows]*

**CAPITAL SOUTHWEST CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_

Name:

Title:

The Grantee hereby accepts the foregoing Restricted Stock Agreement, subject to the terms and provisions of the Plan and administrative interpretations or amendments thereof referred to above.

**GRANTEE:**

Date: \_\_\_\_\_  
[Name]

By: \_\_\_

[Signature Page to Restricted Stock Agreement]

[Letterhead of Eversheds Sutherland (US) LLP]

August 4, 2022

Capital Southwest Corporation  
8333 Douglas Avenue  
Suite 1100  
Dallas, Texas 75225

Re: Capital Southwest Corporation  
Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Capital Southwest Corporation, a Texas corporation (the "**Company**"), in connection with the preparation and filing by the Company with the Securities and Exchange Commission of a registration statement on Form S-8 (the "**Registration Statement**") under the Securities Act of 1933, as amended (the "**Securities Act**"), with respect to the offer and sale of up to 120,000 shares of the Company's common stock, par value \$0.25 per share (the "**Shares**"), pursuant to the Capital Southwest Corporation 2021 Non-Employee Director Restricted Stock Award Plan (the "**Plan**").

As counsel to the Company, we have participated in the preparation of the Registration Statement and have examined originals or copies of the following:

- (i) the Articles of Incorporation of the Company, as amended, certified as of the date hereof by an officer of the Company;
- (ii) the Second Amended and Restated Bylaws of the Company, as amended, certified as of the date hereof by an officer of the Company;
- (iii) a Certificate of Fact issued by the Office of the Secretary of State of Texas as to the existence of the Company, as of a recent date; and
- (iv) the resolutions of the board of directors of the Company relating to, among other things, (a) the authorization and approval of the preparation and filing of the Registration Statement and (b) the authorization, issuance, offer and sale of the Shares pursuant to the Registration Statement and the Plan.

With respect to such examination and our opinion expressed in this opinion letter, we have assumed, without any independent investigation or verification (i) the genuineness of all signatures on all documents submitted to us for examination, (ii) the legal capacity of all natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to original documents of all documents submitted to us as conformed or reproduced copies and the authenticity of the originals of such copied documents, and (v) that all certificates issued by public officials have been properly issued. We also have assumed without independent investigation or verification the accuracy and completeness of all corporate records made available to us by the Company.

As to certain matters of fact relevant to the opinions in this opinion letter, we have relied upon certificates and/or representations of officers of the Company. We have also relied on certificates and confirmations of public officials (which we have assumed remain accurate as of the date of this opinion letter). We have not independently established the facts, or in the case of certificates or confirmations of public officials, the other statements, so relied upon.

The opinions set forth below are limited to the effect of the Texas Business Organizations Code, as in effect on the date of this opinion letter, and we express no opinion as to the applicability or effect of any other laws of the State of Texas or the laws of any other jurisdictions. Without limiting the preceding sentence, we express no opinion as to any state securities or broker-dealer laws or regulations thereunder relating to the offer, issuance and sale of the Shares pursuant to the Registration Statement and the Plan. This opinion letter has been prepared, and should be interpreted, in accordance with customary practice followed in the preparation of opinion letters by lawyers who regularly give, and such customary practice followed by lawyers who on behalf of their clients regularly advise opinion recipients regarding, opinion letters of this kind.

Based upon and subject to the limitations, exceptions, qualifications and assumptions set forth in this opinion letter, we are of the opinion that the Shares issuable pursuant to the Registration Statement and the Plan have been duly authorized and, when issued and paid for in accordance with the terms of the Plan, the Shares will be validly issued, fully paid and nonassessable.

The opinions expressed in this opinion letter (a) are strictly limited to the matters stated in this opinion letter, and without limiting the foregoing, no other opinions are to be inferred and (b) are only as of the date of this opinion letter, and we are under no obligation, and do not undertake, to advise the Company or any other person or entity either of any change of law or fact that occurs, or of any fact that comes to our attention, after the date of this opinion letter, even though such change or such fact may affect the legal analysis or a legal conclusion in this opinion letter.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. We do not admit by giving this consent that we are in the category of persons whose consent is required under Section 7 of the Securities Act and the rules and regulations thereunder.

Respectfully submitted,

/s/ Eversheds Sutherland (US) LLP



**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Capital Southwest Corporation of our report dated May 24, 2022, relating to the consolidated financial statements and the Schedule of Investments in and Advances to Affiliates listed in Schedule 12-14 of Capital Southwest Corporation and Subsidiaries, appearing in the Annual Report on Form 10-K of Capital Southwest Corporation for the year ended March 31, 2022 (the Form 10-K).

/s/ RSM US LLP

Chicago, Illinois  
August 4, 2022

**Consent of Independent Auditor**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Capital Southwest Corporation of our report dated May 16, 2022, relating the financial statements of I-45 SLF and its subsidiary, included as an exhibit to the Annual Report on Form 10-K of Capital Southwest Corporation for the year ended March 31, 2022.

/s/ RSM US LLP

Chicago, Illinois  
August 4, 2022