

**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): **December 10, 2020**

**CAPITAL SOUTHWEST CORPORATION**

(Exact Name Of Registrant As Specified In Charter)

**Texas**  
(State or Other Jurisdiction of Incorporation)

**814-00061**  
(Commission File Number)

**75-1072796**  
(IRS Employer Identification No.)

**5400 Lyndon B. Johnson Freeway, Suite 1300  
Dallas, Texas 75240**  
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: **(214) 238-5700**

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 (see General Instruction A.2. below):

- 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
<b>Common Stock, \$0.25 par value per share</b>	<b>CSWC</b>	<b>The Nasdaq Global Select Market</b>
<b>5.95% Notes due 2022</b>	<b>CSWCL</b>	<b>The Nasdaq Global Select Market</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.**

On December 10, 2020, Capital Southwest Corporation (the “Company”) entered into Amendment No. 1 (the “Amendment”) to the Amended and Restated Senior Secured Revolving Credit Agreement (the “Credit Agreement”) by and among the Company, as borrower, ING Capital LLC as administrative agent, the several banks and other financial institutions or entities from time to time party to the Credit Agreement as lenders, and Texas Capital Bank, N.A., as documentation agent. The Amendment expands the accordion feature, which allows for an increase in total commitments under the Credit Agreement from new and existing lenders on the same terms and conditions as the existing commitments, from \$350 million to \$400 million. In addition, on December 10, 2020, the Company entered into an Incremental Commitment Agreement (the “Incremental Commitment Agreement”) that increases the total commitments under the Credit Agreement from \$325 million to \$340 million.

The descriptions of the Amendment and the Incremental Commitment Agreement contained herein are not intended to be complete and are qualified in its entirety by reference to the full text of the Amendment and the Incremental Commitment Agreement, copies of which are attached as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K, respectively, and are incorporated herein by reference.

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

The information provided in Item 1.01 of this Current Report on Form 8-K is incorporated in this item 2.03 by reference.

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

(d) Exhibits

Exhibit No.	Description
<a href="#"><u>10.1</u></a>	<a href="#"><u>Amendment No. 1 to the Amended and Restated Senior Secured Revolving Credit Agreement, dated as of December 10, 2020, by and among Capital Southwest Corporation, as Borrower, the lenders from time to time party thereto and ING Capital LLC, as Administrative Agent, and Texas Capital Bank, N.A., as Documentation Agent</u></a>
<a href="#"><u>10.2</u></a>	<a href="#"><u>Incremental Commitment Agreement, dated as of December 10, 2020, by and among Capital Southwest Corporation, ING Capital LLC, and Texas Capital Bank.</u></a>

## 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.

Dated: December 10, 2020

By: /s/ Michael S. Sarnier

Name: Michael S. Sarnier

Title: Chief Financial Officer

**AMENDMENT NO. 1 TO  
AMENDED AND RESTATED SENIOR SECURED REVOLVING CREDIT AGREEMENT**

This AMENDMENT NO. 1 TO AMENDED AND RESTATED SENIOR SECURED REVOLVING CREDIT AGREEMENT (this "Amendment"), dated as of December 10, 2020, is made with respect to the Amended and Restated Senior Secured Revolving Credit Agreement, dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CAPITAL SOUTHWEST CORPORATION, a Texas corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time party to the Credit Agreement as lenders (the "Lenders"), and ING CAPITAL LLC, as administrative agent for the Lenders under the Credit Agreement (in such capacity, together with its successors in such capacity, the "Administrative Agent") and TEXAS CAPITAL BANK, N.A., as documentation agent. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement (as amended hereby).

WITNESSETH:

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

WHEREAS, the Borrower has requested that the Lenders and the Administrative Agent amend certain provisions of the Credit Agreement and 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. 1 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 2.07(f)(i)(B) of the Credit Agreement is hereby amended by deleting the text thereof in its entirety and replacing it with the following:

“(B) immediately after giving effect to such Commitment Increase, the total Commitments of all of the Lenders hereunder shall not exceed \$400,000,000;”

SECTION II MISCELLANEOUS

2.1. Conditions to Effectiveness of Amendment. This Amendment shall become effective as of the date (such date, the "Amendment No. 1 Effective Date") on which the Borrower shall 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 or e-mail transmission of a signed signature page to this Amendment) that such party has signed a counterpart of this Amendment.

(b) Corporate Documents. The Administrative Agent shall have received (x) signature and incumbency certificates of the officers of such Person executing this Amendment and the other Loan Documents to which it is a party and (y) true and complete resolutions of the Board of Directors or similar governing body of the Borrower approving and authorizing the execution, delivery and performance of this Amendment and the other Loan Documents to which it is a party or by which it or its assets may be bound as of the date hereof, certified as of the date hereof by an officer of the Borrower as being in full force and effect without modification or amendment.

(c) Consents. The Borrower shall have obtained and delivered to the Administrative Agent certified copies of all consents, approvals, authorizations, registrations, or filings (other than any filing required under the Exchange Act or the rules or regulations promulgated thereunder, including any filing required on Form 8-K) required to be made or obtained by the Borrower and all guarantors in connection with this Amendment and any other evidence reasonably requested by, and reasonably satisfactory to, the Administrative Agent as to compliance with all material legal and regulatory requirements applicable to the Obligors, and such consents, approvals, authorizations, registrations, filings and orders shall be in full force and effect and all applicable waiting periods shall have expired and no investigation or inquiry by any Governmental Authority regarding this Amendment or any transaction being financed with the proceeds of the Loans shall be ongoing.

(d) No Litigation. There shall not exist any action, suit, investigation, litigation or proceeding or other legal or regulatory developments pending or, to the knowledge of the Borrower, threatened in any court or before any arbitrator or Governmental Authority that relates to this Amendment or that could reasonably be expected to have a Material Adverse Effect.

(e) Fees and Expenses. The Borrower shall have paid in full, to the extent not paid pursuant to Section 2.4, to the Administrative Agent and the Lenders all fees and expenses (including reasonable legal fees to the extent invoiced) related to this Amendment owing on or prior to the Amendment No. 1 Effective Date.

(f) Default. No Default or Event of Default, nor any default or event of default that permits (or which upon notice, lapse of time or both, would permit) the acceleration of any Material Indebtedness, shall have occurred and be continuing immediately before and after giving effect to this Amendment.

(g) Other Documents. The Administrative Agent shall have received such other documents, instruments, certificates, opinions and information as the Administrative Agent may reasonably request in form and substance reasonably satisfactory to the Administrative Agent.

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 date hereof 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 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 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 date hereof as if made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

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 and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract between and among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page to 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 Issuing Bank, 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, the Borrower and each Subsidiary Guarantor, to the extent applicable, hereby, as of the date hereof, (i) consents to this Amendment and the transactions contemplated hereby, (ii) agrees that the Guarantee and Security Agreement and each of the other Security Documents is in full force and effect, (iii) affirms its obligations under the Guarantee and Security Agreement, confirms its guarantee (solely in the case of the Subsidiary Guarantors) 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 (iv) 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).

2.10. Release. The Borrower hereby acknowledges and agrees that: (a) neither it nor any of its Affiliates has any claim or cause of action against the Administrative Agent, the Collateral Agent, the Issuing Bank or any Lender (or any of their respective Affiliates, officers, directors, employees, attorneys, consultants or agents) under the Credit Agreement and the other Loan Documents (and each other document entered into in connection therewith), and (b) the Administrative Agent, the Collateral Agent, the Issuing Bank and each Lender has heretofore properly performed and satisfied in a timely manner all of its obligations to the Obligors and their Affiliates under the Credit Agreement and the other Loan Documents (and each other document entered into in connection therewith) that are required to have been performed on or prior to the date hereof. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, the Borrower (for itself and its Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the “Releasors”) does hereby fully, finally, unconditionally and irrevocably release and forever discharge the Administrative Agent, the Collateral Agent, each Lender and each of their respective Affiliates, officers, directors, employees, attorneys, consultants and agents (collectively, the “Released Parties”) from any and all debts, claims, obligations, damages, costs, attorneys’ fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done on or prior to the date hereof directly arising out of, connected with or related to this Amendment, the Credit Agreement or any other Loan Document (or any other document entered into in connection therewith).

[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.

CAPITAL SOUTHWEST CORPORATION,  
as Borrower

By: /s/ Michael S. Sarner  
Name: Michael S. Sarner  
Title: Chief Financial Officer

CAPITAL SOUTHWEST EQUITY INVESTMENTS, INC., as Subsidiary  
Guarantor

By: /s/ Michael S. Sarner  
Name: Michael S. Sarner  
Title: President

CAPITAL SOUTHWEST MANAGEMENT CORPORATION, as  
Subsidiary Guarantor

By: /s/ Michael S. Sarner  
Name: Michael S. Sarner  
Title: Chief Financial Officer

[Signature Page to Amendment No. 1 to A&R Senior Secured Revolving Credit Agreement]

ING CAPITAL LLC, as Administrative Agent and as a Lender

By: /s/ Patrick Frisch  
Name: Patrick Frisch  
Title: Managing Director

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By: /s/ Richard Troxel  
Name: Richard Troxel  
Title: Vice President

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[Signature Page to Amendment No. 1 to A&R Senior Secured Revolving Credit Agreement]

TIAA, FSB, as a Lender

By: /s/ Martin O'Brien  
Name: Martin O'Brien  
Title: Director

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[Signature Page to Amendment No. 1 to A&R Senior Secured Revolving Credit Agreement]

Customers Bank, as a Lender

By: /s/ Lyle P. Cunningham  
Name: Lyle P. Cunningham  
Title: Executive Vice President

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[Signature Page to Amendment No. 1 to A&R Senior Secured Revolving Credit Agreement]

Texas Capital Bank, N.A., as a Lender

By: /s/ Matt Love

Name: Matt Love

Title: Senior Vice President

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[Signature Page to Amendment No. 1 to A&R Senior Secured Revolving Credit Agreement]

Cadence Bank, N.A., as a Lender

By: /s/ Hannah Dempsey  
Name: Hannah Dempsey  
Title: VP

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[Signature Page to Amendment No. 1 to A&R Senior Secured Revolving Credit Agreement]

Zions Bancorporation, N.A. dba Amegy Bank, as a Lender

By: /s/ Kathy Magee  
Name: Kathy Magee  
Title: Senior Vice President

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[Signature Page to Amendment No. 1 to A&R Senior Secured Revolving Credit Agreement]

Hancock Whitney Bank, as a Lender

By: /s/ Ian McKie  
Name: Ian McKie  
Title: Vice President

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[Signature Page to Amendment No. 1 to A&R Senior Secured Revolving Credit Agreement]



Prosperity Bank, successor by merger to LegacyTexas Bank, as a Lender

By: /s/ Michael Murray  
Name: Michael Murray  
Title: SVP

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[Signature Page to Amendment No. 1 to A&R Senior Secured Revolving Credit Agreement]

Dallas Capital Bank, as a Lender

By: /s/ Garrett Hill  
Name: Garrett Hill  
Title: SVP

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[Signature Page to Amendment No. 1 to A&R Senior Secured Revolving Credit Agreement]

CIT Bank, N.A. (as successor by merger to Mutual of Omaha Bank), as a  
Lender

By: /s/ Robert L. Klein  
Name: Robert L. Klein  
Title: Director

[Signature Page to Amendment No. 1 to A&R Senior Secured Revolving Credit Agreement]

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INCREMENTAL COMMITMENT AGREEMENT

dated as of December 10, 2020,

made by

TEXAS CAPITAL BANK, N.A.  
as Increasing Lender,

relating to the

AMENDED AND RESTATED  
SENIOR SECURED REVOLVING CREDIT AGREEMENT

dated as of December 21, 2018,

among

CAPITAL SOUTHWEST CORPORATION,  
as Borrower,

the Lenders from time to time party thereto,

ING CAPITAL LLC,

as Administrative Agent,  
Arranger and Bookrunner  
and

TEXAS CAPITAL BANK, N.A.,

as Documentation Agent,

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INCREMENTAL COMMITMENT AGREEMENT, dated as of December 10, 2020 (this “Assumption Agreement”), by and among CAPITAL SOUTHWEST CORPORATION, a Texas corporation (the “Borrower”), CAPITAL SOUTHWEST EQUITY INVESTMENTS, INC., a Delaware corporation (“CSWE”), and CAPITAL SOUTHWEST MANAGEMENT CORPORATION, a Nevada corporation (“CSWM”, and together with CSWE, each a “Subsidiary Guarantor”, and, collectively, the “Subsidiary Guarantors”), ING CAPITAL LLC (“ING”), in its capacity as Administrative Agent (in such capacity, the “Administrative Agent”) and as Issuing Bank (in such capacity, the “Issuing Bank”), and TEXAS CAPITAL BANK, N.A. (the “Increasing Lender”), relating to the AMENDED AND RESTATED SENIOR SECURED REVOLVING CREDIT AGREEMENT, dated as of December 21, 2018 (as amended by Amendment No. 1 to Amended and Restated Senior Secured Revolving Credit Agreement, dated as of December 10, 2020, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Administrative Agent, the several lenders from time to time party to the Credit Agreement (the “Lenders”) and TEXAS CAPITAL BANK, N.A., as documentation agent.

A. The Borrower has requested that the Increasing Lender provide an additional Commitment in an aggregate principal amount equal to the amount set forth opposite the Increasing Lender’s name on Schedule 1 hereto under the heading “Incremental Commitment Amount” (with respect to the Increasing Lender its “Incremental Commitment”), pursuant to Section 2.07(f) of the Credit Agreement.

B. The Increasing Lender is willing to make its Incremental Commitment to the Borrower on the terms and subject to the conditions set forth herein and in the Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms; Interpretation; Etc. Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Credit Agreement. The rules of construction set forth in Section 1.03 of the Credit Agreement shall apply equally to this Assumption Agreement. This Assumption Agreement shall be a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 2. Incremental Commitment. (a) Pursuant to Section 2.07(f) of the Credit Agreement and subject to the terms and conditions hereof, the Increasing Lender hereby agrees to make its Incremental Commitment to the Borrower effective on and as of the Increase Effective Date (as defined below). The Incremental Commitment shall constitute an additional “Commitment” and a “Commitment Increase” for all purposes of the Credit Agreement and the other Loan Documents, and the Increase Effective Date

shall be the “Commitment Increase Date” of the Incremental Commitment for purposes of Section 2.07(f) of the Credit Agreement.

(b) The terms and provisions of any new Loans issued by the Increasing Lender, and the Incremental Commitment of the Increasing Lender, shall be identical to the Loans issued by, and the Commitments of, the Lenders immediately prior to the Increase Effective Date.

(c) On the Increase Effective Date, in connection with the adjustments to any outstanding Loans and participation interests contemplated by Section 2.07(f)(iv) of the Credit Agreement, the Increasing Lender shall make a payment to the Administrative Agent, for the account of the other Lenders, in an amount calculated by the Administrative Agent in accordance with such section, so that after giving effect to such payment and to the distribution thereof to the other Lenders in accordance with such section, the Loans are held ratably by the Lenders in accordance with the respective Commitments of such Lenders (after giving effect to the Incremental Commitment and any other Commitment Increases, if any, occurring on the date hereof).

SECTION 3. Conditions Precedent to Incremental Commitment. This Assumption Agreement, and the obligations of the Increasing Lender to make its Incremental Commitment, shall become effective on and as of the Business Day (the “Increase Effective Date”) occurring on or before December 10, 2020, on which the following conditions precedent have been satisfied:

(a) the Administrative Agent shall have received counterparts of this Assumption Agreement that, when taken together, bear the signatures of the Borrower, the Subsidiary Guarantors, the Administrative Agent, the Issuing Bank and the Increasing Lender;

(b) on the date hereof, unless otherwise waived pursuant to Section 9.02 of the Credit Agreement, each of the conditions set forth or referred to in Section 2.07(f)(i) of the Credit Agreement shall be satisfied, and pursuant to Section 2.07(f)(ii)(x) of the Credit Agreement the Administrative Agent shall have received a certificate of a duly authorized officer of the Borrower dated the date hereof certifying as to the foregoing;

(c) (i) the Increasing Lender shall have received all fees due to the Increasing Lender on or prior to the date hereof pursuant to any outstanding fee letters or commitment letters by and between the Borrower and the Increasing Lender, and (ii) ING, in its capacity as the Lead Arranger, shall have received all fees due to it on or prior to the date hereof pursuant to any outstanding fee letters by and between the Borrower and ING;

(d) the Administrative Agent shall have received for the account of the Lenders the amounts, if any, payable under Section 2.14 of the Credit Agreement as a

result of the adjustments of Borrowings pursuant to Section 2(c) of this Assumption Agreement;

(e) the Borrower shall have paid, or substantially concurrently with the Increase Effective Date is paying, Dechert LLP, counsel for the Administrative Agent, for its reasonable and documented fees, charges and disbursements; and

(f) pursuant to Section 9.03 of the Credit Agreement, the Administrative Agent shall have received all other reasonable and documented out-of-pocket fees, costs and expenses related to this Assumption Agreement owing on or prior to the date hereof.

SECTION 4. Representations and Warranties of the Borrower and the Subsidiary Guarantors. To induce the other parties hereto to enter into this Assumption Agreement, each of the Borrower and the Subsidiary Guarantors represents and warrants to the Administrative Agent, the Issuing Bank and the Increasing Lender that, as of the date hereof:

(a) This Assumption Agreement 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 in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). The Credit Agreement, as modified by this Assumption Agreement, constitutes a legal, valid and binding obligation of the Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(b) Each of the representations and warranties made by the Borrower and the Subsidiary Guarantors in or pursuant to the Loan Documents are true and correct in all material respects as if made on the date hereof (except to the extent they relate specifically to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and unless a representation or warranty is already qualified by materiality or by Material Adverse Effect, in which case it is true and correct in all respects).

(c) No Default or Event of Default has occurred and is continuing on the date hereof or shall result from the Incremental Commitment.

SECTION 5. Representations, Warranties and Covenants of the Increasing Lender. The Increasing Lender represents and warrants that on the date hereof that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assumption Agreement and to consummate the transactions contemplated hereby,

(ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to make its Incremental Commitment, and (iii) it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender.

SECTION 6. Consent and Reaffirmation. (a) The Subsidiary Guarantors hereby consent to this Agreement and the transactions contemplated hereby, (b) the Borrower and the Subsidiary Guarantors agree that, notwithstanding the effectiveness of this Assumption Agreement, the Guarantee and Security Agreement and each of the other Security Documents continue to be in full force and effect, (c) the Borrower and the Subsidiary Guarantors acknowledge that the terms “Revolving Credit Agreement Obligations,” “Guaranteed Obligations” and “Secured Obligations” (each as defined in the Guarantee and Security Agreement) include any and all Loans made now or in the future by the Increasing Lender in respect of the Increasing Lender’s Incremental Commitment and all interest and other amounts owing in respect thereof under the Loan Documents (including all interest and expenses accrued or incurred subsequent to the commencement of any bankruptcy or insolvency proceeding with respect to the Borrower, whether or not such interest or expenses are allowed as a claim in such proceeding), and (d) each Subsidiary Guarantor confirms its guarantee of the Guaranteed Obligations and the Borrower and the Subsidiary Guarantors confirm their grant of a security interest in their assets as Collateral for the Secured Obligations, all as provided in the Loan Documents as originally executed (and amended prior to the date hereof and supplemented hereby). On the Increase Effective Date, 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 modified by this Agreement and each reference in any other Loan Document shall mean the Credit Agreement as modified hereby.

SECTION 7. Notices. All notices hereunder shall be given in accordance with the provisions of Section 9.01 of the Credit Agreement.

SECTION 8. Expenses. The Borrower agrees to pay all reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with this Assumption Agreement in accordance with the Credit Agreement.

SECTION 9. Counterparts. This Assumption Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same contract. Delivery of an executed counterpart of a signature page of this Assumption Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 10. Applicable Law; Jurisdiction; Consent to Service of Process; Other. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS ASSUMPTION AGREEMENT



SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE PROVISIONS OF SECTION 9.09 OF THE CREDIT AGREEMENT (AND ALL OTHER APPLICABLE PROVISIONS OF ARTICLE IX OF THE CREDIT AGREEMENT) ARE HEREBY INCORPORATED BY REFERENCE.

SECTION 11. 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 ASSUMPTION AGREEMENT 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 ASSUMPTION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 12. Headings. The headings of this Assumption Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 13. No Third Party Beneficiaries. This Assumption Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any other person or entity. No person or entity other than the parties hereto shall have any rights under or be entitled to rely upon this Assumption Agreement.

SECTION 14. Acknowledgments and Consents. Pursuant to Section 2.07(f)(i)(C) of the Credit Agreement, each of the Administrative Agent, the Issuing Bank and the Borrower consents to the Increasing Lender's Incremental Commitment provided for herein. For the avoidance of doubt, pursuant to Section 2.07(f)(iv) of the Credit Agreement, the Borrower hereby acknowledges, and consents to the fact that the Increase Effective Date (and thereby the Commitment Increase Date with respect to the Incremental Commitment provided for herein) may occur on a day other than the last day of an Interest Period.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be duly executed and delivered by their proper and duly authorized representatives as of the day and year first above written.

CAPITAL SOUTHWEST CORPORATION,  
as Borrower

By: /s/ Michael S. Sarner

Name: Michael S. Sarner

Title: Chief Financial Officer

[Signature Page to Incremental Commitment Agreement]

CAPITAL SOUTHWEST EQUITY INVESTMENTS, INC., as  
Subsidiary Guarantor

By: /s/ Michael S. Sarnier

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Name: Michael S. Sarnier

Title: President

[Signature Page to Incremental Commitment Agreement]

CAPITAL SOUTHWEST MANAGEMENT CORPORATION, as  
Subsidiary Guarantor

By: /s/ Michael S. Sarnier

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Name: Michael S. Sarnier

Title: Chief Financial Officer

[Signature Page to Incremental Commitment Agreement]

ING CAPITAL LLC, as Administrative Agent and as Issuing Bank

By: /s/ Patrick Frisch

Name: Patrick Frisch

Title: Managing Director

By: /s/ Richard Troxel

Name: Richard Troxel

Title: Vice President

[Signature Page to Incremental Commitment Agreement]

Texas Capital Bank, N.A., as a Increasing Lender

By: /s/ Matt Love

Name: Matt Love

Title: Senior Vice President

[Signature Page to Incremental Commitment Agreement]

**Schedule 1**

**Incremental Commitment**

<b>Lender</b>	<b>Commitment Amount (immediately prior to Increase Effective Date)</b>	<b>Incremental Commitment Amount</b>	<b>Commitment Amount (on and immediately after the Increase Effective Date)</b>
Texas Capital Bank, N.A.	\$15,000,000	\$15,000,000	\$30,000,000