
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 20, 2022

Logan Ridge Finance Corporation

(Exact Name of Registrant as Specified in Charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

650 Madison Avenue
New York, New York
(Address of Principal Executive Officers)

814-01022
(Commission
File Number)

90-0945675
(I.R.S. Employer
Identification No.)

10022
(Zip Code)

(212) 891-2880
(Registrant's Telephone Number, Including Area Code)

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 (*see* General Instruction A.2. below):

- Written communication 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 communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communication 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(s)</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, par value \$0.01 per share	LRFC	NASDAQ Global Select Market

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

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On October 20, 2022 (the “Effective Date”), Capitala Business Lending, LLC (the “Borrower”), a direct, wholly owned, consolidated subsidiary of Logan Ridge Finance Corporation (the “Company”), amended its existing senior secured revolving credit agreement (the “Third Amendment to Revolving Credit Facility”), with Mount Logan Management, LLC (the “Investment Adviser”), as collateral manager, the lenders from time to time parties thereto (each a “Lender”), KeyBank National Association, as administrative agent, and U.S. Bank National Association, as custodian.

The Third Amendment to Revolving Credit Facility amends the definition of “Weighted Average Senior Debt Ratio Test” so that such test is satisfied if the Weighted Average Senior Debt Ratio is less than 4.5x (previously 4.25x).

The remainder of the senior secured revolving credit agreement remains unchanged.

The description above is only a summary of the Third Amendment to Revolving Credit Facility and is qualified in its entirety by reference to the copy of the Third Amendment to Revolving Credit, which is filed as Exhibit 10.1 to this current report on Form 8-K and is incorporated herein by reference thereto.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Third Amendment to Revolving Credit Facility, dated as of October 20, 2022, among Capitala Business Lending, LLC, as the borrower, Mount Logan Management, LLC, as the collateral manager, the lenders from to time to time parties thereto, KeyBank National Association, as the administrative agent, and U.S. Bank National Association, as the custodian</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 21, 2022

By: /s/ Jason Roos

Name: Jason Roos

Title: Chief Financial Officer

**THIRD AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT**

THIS THIRD AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT, dated as of October 20, 2022 (the "Amendment"), is made pursuant to that certain Revolving Credit and Security Agreement dated as of October 30, 2020 (as amended by that certain (i) First Amendment to Revolving Credit and Security Agreement and Omnibus Amendment to Facility Documents, dated as of July 1, 2021, and (ii) Second Amendment to Revolving Credit and Security Agreement, dated as of May 10, 2022, and as may be further amended, restated, modified or supplemented from time to time, the "Agreement"), among **CAPITALA BUSINESS LENDING, LLC**, a Delaware limited liability company, as borrower (together with its permitted successors and assigns, the "Borrower"); **MOUNT LOGAN MANAGEMENT LLC**, a Delaware limited liability company ("Mount Logan"), as the collateral manager (in such capacity, together with its permitted successors and assigns, the "Collateral Manager"); the **LENDERS** from time to time party hereto; **KEYBANK NATIONAL ASSOCIATION**, as administrative agent for the Secured Parties (as hereinafter defined) (in such capacity, together with its successors and assigns, the "Administrative Agent"); and **U.S. BANK NATIONAL ASSOCIATION**, as custodian (in such capacity, together with its successors and assigns, the "Custodian"). Capitalized terms defined in the Agreement have the same meanings when used herein.

WITNESSETH:

WHEREAS, the Borrower, the Collateral Manager, the Lenders, the Administrative Agent and the Custodian have previously entered into and are currently party to the Agreement;

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

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

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

Section 2. Amendment to Credit Agreement. Subject to the satisfaction of the conditions precedent set forth in Section 3 below, the Credit Agreement shall be and hereby is amended as follows:

2.1 The defined term “*Weighted Average Senior Debt Ratio Test*” appearing in Section 1.01 of the Agreement is hereby amended and restated in its entirety and as so amended and restated shall read as follows:

“*Weighted Average Senior Debt Ratio Test*” means a test that is satisfied at any such time if the Weighted Average Senior Debt Ratio as calculated on the date of determination is less than 4.5x; *provided, however*, that for purposes of determining the foregoing, (i) in the case of an Obligor that has acquired a business (whether through an asset acquisition, a merger or otherwise), the TTM EBITDA ratio(s) shall be calculated based on the TTM EBITDA figures for the consolidated business, after giving pro forma effect to the transactions resulting in such acquisition, plus the results of any portion of such trailing twelve-month period elapsing after the date of such acquisition; and (ii) for any Eligible Loan, the Weighted Average Senior Debt Ratio shall be calculated in accordance with the corresponding amount or ratio in the underlying Related Documents for such Eligible Loan using the most recently delivered financial results for the related Obligor.

Section 3. Conditions Precedent. The effectiveness of this Amendment is subject to the satisfaction of all of the following conditions precedent:

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

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

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

Section 5. Agreement in Full Force and Effect. Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its original terms and the liens created and provided for by the Facility Documents remain in full force and effect and continue to secure, among other things, the performance of all of the Borrower’s Obligations under the Facility Documents and the Agreement as amended hereby. Reference to this specific Amendment need not be made in the Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Agreement, any reference in any of such items to the Agreement being sufficient to refer to the Agreement as amended hereby.

Section 6. Execution in Counterparts. This Amendment may be executed and delivered in any number of counterparts (including by facsimile or electronic transmission (including .pdf file, .jpeg file or any electronic signature complying with the U.S. federal ESIGN Act of 2000, including Orbit, Adobe Sign, DocuSign, or any other similar platform identified by Borrower or Collateral Manager and reasonably available at no undue burden or expense to the Administrative Agent)), each of which shall be deemed an original, and all of which together constitute one and the same agreement. Delivery of an executed counterpart signature page of this Amendment by facsimile or any such electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment and shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law. Any electronically signed document delivered via email from a person purporting to be an authorized officer shall be considered signed or executed by such authorized officer on behalf of the applicable person. The Administrative Agent shall have no duty to inquire into or investigate the authenticity or authorization of any such electronic signature and shall be entitled to conclusively rely on any such electronic signature without any liability with respect thereto.

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

Section 8. Direction to Execute. Each of the Borrower, the Collateral Manager, the Lenders and the Administrative Agent hereby direct the Custodian to execute this Amendment and acknowledge and agree that the Custodian shall be duly protected in relying upon the foregoing direction.

[SIGNATURE PAGES TO FOLLOW]

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

CAPITALA BUSINESS LENDING, LLC, as Borrower

By: /s/ Edward Goldthorpe

Name: Edward Goldthorpe

Title: Authorized Signatory

MOUNT LOGAN MANAGEMENT, LLC, as Collateral
Manager

By: /s/ Edward Goldthorpe

Name: Edward Goldthorpe

Title: Authorized Signatory

[Signature Page to Third Amendment to Revolving Credit and Security Agreement]

KEYBANK NATIONAL ASSOCIATION, as
Administrative Agent and as a Lender

By: /s/ Richard Andersen

Name: Richard Andersen

Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION, as Custodian

By: /s/ Michael Wersal

Name: Michael Wersal

Title: Assistant Vice President

[Signature Page to Third Amendment to Revolving Credit and Security Agreement]