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

FORM 10-K

(Mark One)

☐ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM TO

COMMISSION FILE NUMBER: 814-00891

PENNANTPARK FLOATING RATE CAPITAL LTD.

(Exact name of registrant as specified in its charter)

MARYLAND **(State or other jurisdiction of incorporation or organization)**	**27-3794690** **(I.R.S. Employer Identification No.)**
1691 Michigan Avenue **Miami Beach, Florida** **(Address of principal executive offices)**	**33139** **(Zip Code)**

(786) 297-9500
(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	**Trading Symbol(s)**	**Name of Each Exchange on Which Registered**
Common Stock, par value $0.001 per share	PFLT	The New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒.

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐.

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐.

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	☐	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒.

The aggregate market value of common stock held by non-affiliates of the Registrant on March 31, 2025 based on the closing price on that date of $11.19 on The New York Stock Exchange was approximately $1,069.5 million. For the purposes of calculating the aggregate market value of common stock held by non-affiliates, all directors and executive officers of the Registrant have been treated as affiliates. There were 99,217,896 shares of the Registrant's common stock outstanding as of November 24, 2025.

Documents Incorporated by Reference: Portions of the Registrant's Proxy Statement relating to the Registrant's 2026 Annual Meeting of Stockholders to be filed not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K are incorporated by reference into Part III of this Report.

PENNANTPARK FLOATING RATE CAPITAL LTD.
FORM 10-K
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025

TABLE OF CONTENTS

PART I

Item 1	Business	**2**
Item 1A.	Risk Factors	**18**
Item 1B.	Unresolved Staff Comments	**38**
Item 1C.	Cybersecurity	**38**
Item 2.	Properties	**38**
Item 3.	Legal Proceedings	**38**
Item 4.	Mine Safety Disclosures	**38**

PART II

Item 5.	Market For Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	**39**
Item 6.	Selected Financial Data	**41**
Item 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations	**42**
Item 7A.	Quantitative and Qualitative Disclosures About Market Risk	**61**
Item 8.	Consolidated Financial Statements and Supplementary Data	**62**
Item 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	**115**
Item 9A.	Controls and Procedures	**115**
Item 9B.	Other Information	**115**
Item 9C.	Disclosure Regarding Foreign Jurisdiction that Prevent Inspections	**115**

PART III

Item 10.	Directors, Executive Officers and Corporate Governance	**116**
Item 11.	Executive Compensation	**116**
Item 12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	**116**
Item 13.	Certain Relationships and Related Transactions, and Director Independence	**116**
Item 14.	Principal Accountant Fees and Services	**116**

PART IV

Item 15.	Exhibits and Financial Statement Schedules	**117**
	Signatures	**121**

PART I

In this annual report on Form 10-K, or the Report, except where the context suggests otherwise, the terms "Company," "we," "our" or "us" refer to PennantPark Floating Rate Capital Ltd. and its wholly-owned consolidated subsidiaries; "1940 Act" refers to the Investment Company Act of 1940, as amended; "2023 Notes" refers to our 4.3% Series A notes due 2023; "2026 Notes" refers to our 4.25% Notes due 2026; "2031 Asset-Backed Debt" refers to (i) the issuance of the Class A-1 Senior Secured Floating Rate Notes due 2031, the Class A-2 Senior Secured Fixed Rate Notes due 2031, the Class B-1 Senior Secured Floating Rate Notes due 2031, the Class B-2 Senior Secured Fixed Rate Notes due 2031, the Class C-1 Secured Deferrable Floating Rate Notes due 2031, the Class C-2 Notes Secured Deferrable Fixed Rate Notes due 2031, and the Class D Secured Deferrable Floating Notes due 2031 and (ii) the borrowing of the Class A-1 Senior Secured Floating Rate Notes due 2031 by the Securitization Issuers in connection with the Debt Securitization; "2036 Asset-Backed Debt" refers to the issuance of the AAA(sf) Class A-1 Notes, AAA(sf) Class A-2 Notes, AA(sf) Class B Notes, A(sf) Class C Notes, BBB-(sf) Class D Notes, and the borrowing issuance of AAA(sf) Class A-1 floating rate loans, or the "Class A-1 Loans" with the 2036-Secured Notes; "2036-R Asset-Backed Debt" refers to the issuance by the 2036-R Securitization Issuers of the following classes of notes pursuant the 2036-R Indenture (i) $203 million of A-1-R Notes, which bear interest at the three-month secured overnight financing rate ("SOFR") plus 1.75%, (ii) $10.5 million of A-2-R Notes, which bear interest at three-month SOFR plus 1.90%, (iii) $12 million of Class B-R Notes, which bear interest at three-month SOFR plus 2.05%, (iv) $28 million of C-R Notes, which bear interest at three-month SOFR plus 2.75% and (v) $21 million of D-R Notes, which bear interest at three-month SOFR plus 4.30% (collectively, the "Secured Notes"), (B) the issuance by a 2036-R Securitization Issuer of $64 million of subordinated notes pursuant to the 2036-R Indenture (the "Subordinated Notes") and (C) the borrowing by the Securitization Issuer of $12.5 million of Class B-R Loans, which bear interest at three-month SOFR plus 2.05% (the "Class B-R Loans"; 2036 Debt Securitization" refers to the $350.6 million term debt securitization completed by the "2036 Securitization Issuers"; "2037 Debt Securitization" refers to the $474.6 million term debt securitization completed by 2037 Securitization Issuer, "2037 Credit Agreement" refers to the certain credit agreement, dated February 20, 2025 by and between 2037 Securitization Issuer and Western Alliance Trust Company, National Association; "2037 Asset-Backed Debt' refers to (A) the issuance by 2037 Securitization Issuer of the following classes of notes pursuant to the 2037 Indenture: (i) $220.5 million of AAA(sf) Class A-1 Notes, which bear interest at three-month SOFR plus 1.49%, (ii) $19.0 million of AAA(sf) Class A-2 Notes, which bear interest at three-month SOFR plus 1.60%, (iii) $28.5 million of AA(sf) Class B Notes, which bear interest at three-month SOFR plus 1.75%, (iv) $38.0 million of A(sf) Class C Notes, which bear interest at three-month SOFR plus 2.20%, (v) $28.5 million of BBB-(sf) Class D Notes (the "2037 Class D Notes"), which bear interest at three-month SOFR plus 3.60%, (collectively, the "2037 Secured Notes"), and (vi) $85.1 million of subordinated notes ("2037 Subordinated Notes" and, together with the 2037 Secured Notes, the "2037 Notes") and (B) the borrowing by the Issuers of $10.0 million under AAA(sf) Class A-1LA floating rate loans and $45.0 million under AAA(sf) Class A-1L-B floating rate loans (together, the "2037 Asset-Backed Loans"), which bear interest at three-month SOFR plus 1.49%. References to our portfolio, our investments, our multi-currency, senior secured revolving credit facility, as amended and restated, or the Credit Facility, and our business include investments we make through our subsidiaries. "2036 Indenture" refers to that certain indenture, dated as of February 22, 2024, by and 2036 Securitization Issuer and Wilmington Trust, National Association, as trustee and as collateral agent; "2036-R Indenture" refers to that certain Second Supplemental Indenture, dated July 25, 2024, by and between the Securitization Issuer, PennantPark CLO I, LLC and U.S. Bank Trust Company, National Association;"2036 Financing Subsidiary" refers to PennantParkFloating Rate Funding I, LLC, a wholly-owned subsidiary of the Company; "PennantParkFloating Rate Funding II" refers to PennantParkFloating Rate Funding II, LLC, a wholly-owned subsidiary of the Company; "2036 Securitization Issuer" refers to PennantPark CLO VIII, LLC; "2036-R Securitization" refers to the $351.0 million term debt securitization completed by the 2036-R Securitization Issuers; "2036-R Securitization Issuers" refer to PennantPark CLO I, Ltd., our wholly-owned and consolidated subsidiary, and PennantPark CLO I LLC, a wholly-owned subsidiary of PennantPark CLO I LLC;"CLO III" refers to PennantPark CLO III, Ltd., our wholly-owned and consolidated subsidiary, and PennantPark CLO III LLC, a wholly-owned subsidiary of PennantPark CLO III LLC; "BDC" refers to a business development company under the 1940 Act; "Code" refers to the Internal Revenue Code of 1986, as amended; "Credit Facility" refers to our multi-currency senior secured revolving credit facility, as amended from time to time, with Truist Bank and other lenders, or the "Lenders," entered into on August 12, 2021; "Depositor" refers to PennantPark CLO I Depositor, LLC;"Depositor III" refers to PennantPark CLO III Depositor, Ltd.; "Debt Securitization" refers to the $301.4 million term debt securitization completed by the Securitization Issuers; "Funding I" refers to PennantPark Floating Rate Funding I, LLC; "PSSL" refers to PennantPark Senior Secured Loan Fund I LLC, an unconsolidated joint venture; "PTSF" refers to PennantPark-TSO Senior Loan Fund, LP, a consolidated limited partnership;"PTSF's GP" refers to PennantPark-TSO Senior Loan Fund GP, LLC, a wholly-owned subsidiary; "PennantPark Investment Administration" or "Administrator" refers to PennantPark Investment Administration, LLC; "2037 Securitization Issuer" refers to PennantPark CLO 11, LLC, a consolidated Delaware limited liability company, "PennantPark Investment Advisers" or "Investment Adviser" refer to PennantPark Investment Advisers, LLC; "Prior Credit Facility" refers to our multi-currency senior secured revolving credit facility, as amended and restated, with Truist Bank (formerly SunTrust Bank) and other lenders, originally entered into on June 23, 2011 and terminated on August 12, 2021; "RIC" refers to a regulated investment company under the Code; "SBCAA" refers to the Small Business Credit Availability Act; "Securitization Issuer" refers to PennantPark CLO I, Ltd.; "Securitization Issuers" refers to the Securitization Issuer and PennantPark CLO I, LLC; "Taxable Subsidiary" refers, collectively, to our consolidated subsidiaries PFLT Investment Holdings II, LLC and PFLT Investment Holdings, LLC. "PSSL II" refers to PennantPark Senior Secured Loan Fund II LLC, an unconsolidated joint venture; References to our portfolio, our investments, our multi-currency, senior secured revolving credit facility, as amended and restated, or the Credit Facility, and our business include investments we make through our subsidiaries. Some of the statements in this annual report constitute forward-looking statements, which apply to us and relate to future events, future performance or future financial condition. The forward-looking statements involve risks and uncertainties for us and actual results could differ materially from those projected in the forward-looking statements for any reason, including those factors discussed in "Risk Factors" and elsewhere in this Report.

Summary of Risk Factors

Investing in our common stock involves a high degree of risk. Some, but not all, of the risks and uncertainties that we face are related to:

- our ability to remain in compliance with the financial and operational covenants of the Credit Facility, as well as the risks associated with our wholly owned subsidiary, Funding I, and the restrictions imposed on Funding I by the Credit Facility;
- our ability to operate in a highly competitive market for investment opportunities;
- the prospects of our portfolio companies and the ability of our portfolio companies to achieve their objectives, the decline or failure of which may result in our borrowers defaulting on their payments to us;
- the ability of our Investment Adviser to hire and retain qualified personnel, to monitor and administer our investments and to manage our future growth effectively;
- the impact of alternative reference rates on our business and certain investments;
- our reliance on information systems, the failure of which could result in delays or other problems with our business activities, and the susceptibility of such systems to cybersecurity threats;
- our ability to replicate historical performance of other investment companies and funds with which our professionals have been affiliated;

•our ability to raise additional capital while remaining in compliance with certain annual distribution, asset coverage, asset composition and other regulatory requirements needed to maintain our status as a BDC and a RIC;

•the use of leverage to fund our investments, including the indebtedness resulting from the Credit Facility, 2026 Notes, 2036-R Asset-Backed Debt, 2036 Asset-Backed Debt and 2037 Asset-Backed Debt, and the risk that we may fail to comply with the terms governing such indebtedness or maintain certain asset coverage ratio requirements;

•our issuance of debt or other securities and the impact of such issuances on the value of our common stock or NAV;

•market conditions that may make it difficult for us to refinance or extend the maturity of our existing indebtedness;

•potential conflicts of interest of our Investment Adviser and Administrator;

•the potential dilution caused by any future issuances of subscription rights or warrants;

•the impact of recent financial reform legislation and uncertainty about any future laws and regulations on our business and our portfolio companies;

•the investment objectives and decisions advanced by the board of directors or the Investment Adviser which are not subject to stockholder approval and potential activism by our shareholders;

•the illiquid nature of the assets in which we invest and our valuation procedures with respect to such assets;

•making investments in loans bearing a variable-rate of interest, or floating rate loans, first lien secured debt, second lien secured debt, subordinated debt and the equity of certain portfolio companies, and the risks of making such investments in privately held middle-market companies;

•the Investment Adviser's incentive to make speculative investments to earn a greater incentive fee and, in some instances, our obligation to pay incentive compensation to our Investment Adviser even after we incur a loss;

•our investment in derivatives and the use of leverage;

•the potential dilution of our common stock which may result from issuances of our common stock below the then current NAV per share;

•our allocation of net proceeds from offering in ways which you may not agree and our inability to invest proceeds from offerings in new investment opportunities, which could negatively affect our financial performance;

•tax liabilities resulting from receiving our stock as a distribution;

•the measures we have taken to deter takeover attempts, which may adversely impact the price of our common stock;

•our interests in connection with the debt securitizations and the offering of the 2036-R Asset-Backed Debt, 2036 Asset-Backed Debt, and 2037 Asset-Backed Debt by the securitization issuers;

•changes to political, economic or industry conditions or conditions affecting the financial and capital markets, could cause volatility or prolonged disruption of the capital markets and impact the value of our assets;

•our cash balances at financial institutions that exceed federally insured limits and the impact of adverse developments affecting the financial services industry;

•the impact of economic sanction laws in the United States and other jurisdictions which may prohibit us and our affiliates from transacting with certain countries, individuals and companies;

•potential litigation, whether initiated by shareholders or other parties, and, with respect to the holders of our 2026 Notes, the ability to enforce civil judgments against us and our directors, officers and experts; and

•the impact of global climate change on the operations of our portfolio companies.

•We have identified material weaknesses in our internal controls over financial reporting, and we may identify additional material weaknesses in the future or otherwise fail to maintain effective internal controls over financial reporting, which may result in future financial statements containing errors that will be undetected and could impact the operations of our business including our ability to obtain financing, the cost of any financing we obtain or require additional expenditures of resources to comply with applicable requirements.

Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also have a material adverse effect on our business, financial condition and/or operating results. For a more detailed discussion of the risks that you should consider prior to investing in our securities, see Item "1A. Risk Factors" below.

Item 1. Business

General Business of PennantPark Floating Rate Capital Ltd.

PennantPark Floating Rate Capital Ltd. is a BDC whose objectives are to generate both current income and capital appreciation while seeking to preserve capital by investing primarily in floating rate loans, and other investments made to U.S. middle-market companies.

We believe that floating rate loans to U.S. middle-market companies offer attractive risk-reward to investors due to a limited amount of capital available for such companies. We use the term "middle-market" to refer to companies with annual revenues between $50 million and $1 billion. Our investments are typically rated below investment grade. Securities rated below investment grade are often referred to as "leveraged loans," "high yield" securities or "junk bonds" and are often higher risk

compared to debt instruments that are rated above investment grade and have speculative characteristics. However, when compared to junk bonds and other non-investment grade debt, senior secured floating rate loans typically have more robust capital-preserving qualities, such as historically lower default rates than junk bonds, represent the senior source of capital in a borrower's capital structure and often have certain of the borrower's assets pledged as collateral. Our debt investments may generally range in maturity from three to ten years and are made to U.S. and, to a limited extent, non-U.S. corporations, partnerships and other business entities which operate in various industries and geographical regions.

Under normal market conditions, we generally expect that at least 80% of the value of our managed assets, which means our net assets plus any borrowings for investment purposes, will be invested in floating rate loans and other investments bearing a variable-rate of interest. We generally expect that first lien secured debt will represent at least 65% of our overall portfolio. We also generally expect to invest up to 35% of our overall portfolio opportunistically in other types of investments, including second lien secured debt and subordinated debt and, to a lesser extent, equity investments. We seek to create a diversified portfolio by generally targeting an investment size between $5 million and $30 million, on average, although we expect that this investment size will vary proportionately with the size of our capital base.

Our investment activity depends on many factors, including the amount of debt and equity capital available to middle-market companies, the level of merger and acquisition activity for such companies, the general economic environment and the competitive environment for the types of investments we make. We have used, and expect to continue to use, our debt capital, proceeds from the rotation of our portfolio and proceeds from public and private offerings of securities to finance our investment objectives.

Organization and Structure of PennantPark Floating Rate Capital Ltd.

PennantPark Floating Rate Capital Ltd., a Maryland corporation organized in October 2010, is a closed-end, externally managed, non-diversified investment company that has elected to be treated as a BDC under the 1940 Act. In addition, for federal income tax purposes we have elected to be treated, and intend to qualify annually, as a RIC under the Code.

We execute our investment strategy directly and through our wholly owned subsidiaries, our unconsolidated joint venture and unconsolidated limited partnership. The term "subsidiary" means entities that primarily engage in investments activities in securities or other assets that are wholly owned by us. The Company does not intend to create or acquire primary control of an entity which primarily engages in investment activities of securities or other assets other than entities wholly owned by the Company. We comply with the provisions of Section 17 of the 1940 Act related to affiliated transactions and custody. To the extent that the Company forms a subsidiary advised by an investment adviser other than the Investment Adviser, the investment adviser to such subsidiaries will comply with the provisions of the 1940 Act relating to investment advisory contracts, including but not limited to, Section 15, as if it were an investment adviser to the Company under Section 2(a)(20) of the 1940 Act.

Our Investment Adviser and Administrator

We utilize the investing experience and contacts of PennantPark Investment Advisers in developing what we believe is an attractive and diversified portfolio. The senior investment professionals of the Investment Adviser have worked together for many years and average over 25 years of experience in the senior lending, mezzanine lending, leveraged finance, distressed debt and private equity businesses. In addition, our senior investment professionals have been involved in originating, structuring, negotiating, managing and monitoring investments in each of these businesses across changing economic and market cycles. We believe this experience and history have resulted in a strong reputation with financial sponsors, management teams, investment bankers, attorneys and accountants, which provides us with access to substantial investment opportunities across the capital markets. Our Investment Adviser has a rigorous investment approach, which is based upon intensive financial analysis with a focus on capital preservation, diversification and active management. Since our Investment Adviser's inception in 2007, it has invested through its managed funds $27.2 billion in 738 companies with more than 250 different financial sponsors through its managed funds, which includes investments by the Company totalling $8.4 billion in 539 companies.

Our Administrator has experienced professionals with substantial backgrounds in finance and administration of registered investment companies. In addition to furnishing us with clerical, bookkeeping and record keeping services, the Administrator also oversees our financial records as well as the preparation of our reports to stockholders and reports filed with the Securities and Exchange Commission, or the SEC. The Administrator assists in the determination and publication of our net asset value, or NAV, oversees the preparation and filing of our tax returns, and monitors the payment of our expenses as well as the performance of administrative and professional services rendered to us by others. Furthermore, our Administrator offers, on our behalf, significant managerial assistance to those portfolio companies to which we are required to offer such assistance. See "Risk Factors—Risks Relating to our Business and Structure—There are significant potential conflicts of interest which could impact our investment returns" for more information.

Market Opportunity

We believe that the limited amount of capital available to middle-market companies, coupled with the desire of these companies for flexible sources of capital, creates an attractive investment environment for us.

- **We believe middle-market companies have faced difficulty raising debt in private markets.** From time to time, banks, finance companies, hedge funds and collateralized loan obligation, or CLO, funds have withdrawn, and may again withdraw, capital from the middle-market, resulting in opportunities for alternative funding sources.

- **We believe middle-market companies have faced difficulty in raising debt through the capital markets.** Many middle-market companies look to raise funds by issuing high-yield bonds and broadly syndicated loans. We believe this approach to financing becomes difficult at times when institutional investors seek to invest in larger, more liquid offerings. We believe this has made it harder for middle-market companies to raise funds by issuing high-yield securities from time to time.

- **We believe that credit market dislocation for middle-market companies improves the risk-reward on our investments.** From time to time, market participants have reduced lending to middle-market and non-investment grade borrowers. As a result, we believe there is less competition in our market, more conservative capital structures, higher yields and stronger covenants.

- **We believe there is a large pool of uninvested private equity capital likely to seek to combine their capital with sources of debt capital to complete private investments.** We expect that private equity firms will continue to be active investors in middle-market companies. These private equity funds generally seek to leverage their investments by combining their capital with loans provided by other sources, and we believe that we are well-positioned to partner with such equity investors.

- **We believe there is substantial supply of opportunities resulting from maturing loans that seek refinancing.** A high volume of financings will come due in the next few years. Additionally, we believe that demand for debt financing from middle-market companies will remain strong because these companies will continue to require credit to refinance existing debt, to support growth initiatives and to finance acquisitions. We believe the combination of strong demand by middle-market companies and, from time to time, the reduced supply of credit described above should increase lending opportunities for us. We believe this supply of opportunities coupled with a lack of demand offers an attractive risk-reward to investors.

Competitive Advantages

We believe that we have the following competitive advantages over other capital providers to middle-market companies:

a)Experienced Management Team

The senior investment professionals of our Investment Adviser have worked together for many years and average over 25 years of experience in senior lending, mezzanine lending, leveraged finance, distressed debt and private equity businesses. These senior investment professionals have been involved in originating, structuring, negotiating, managing and monitoring investments in each of these businesses across changing economic and market cycles. We believe this extensive experience and history have resulted in a strong reputation across the capital markets.

Lending to middle-market companies requires in-depth diligence, credit expertise, restructuring experience and active portfolio management. For example, lending to middle-market companies in the United States is generally more labor intensive than lending to larger companies due to the smaller size of each investment and the fragmented nature of the information available with respect to such companies. We are able to provide value-added customized financial solutions to middle-market companies as a result of specialized due diligence, underwriting capabilities and more extensive ongoing monitoring required as lenders.

b)Disciplined Investment Approach with Strong Value Orientation

We employ a disciplined approach in selecting investments that meet the long-standing, consistent value-oriented investment selection criteria employed by our Investment Adviser. Our value-oriented investment philosophy focuses on preserving capital and ensuring that our investments have an appropriate return profile in relation to risk. When market conditions make it difficult for us to invest according to our criteria, we are highly selective in deploying our capital. We believe this approach continues to enable us to build an attractive investment portfolio that meets our return and value criteria over the long-term.

We believe it is critical to conduct extensive due diligence on investment targets. In evaluating new investments we, through our Investment Adviser, conduct a rigorous due diligence process that draws from our Investment Adviser's experience, industry expertise and network of contacts. Among other things, our due diligence is designed to ensure that each prospective portfolio company will be able to meet its debt service obligations. See "Investment Selection Criteria" for more information.

In addition to engaging in extensive due diligence, our Investment Adviser seeks to reduce risk by focusing on businesses with:

•strong competitive positions;

•positive cash flow that is steady and stable;

•experienced management teams with strong track records;

•potential for growth and viable exit strategies; and

•capital structures offering appropriate risk-adjusted terms and covenants.

c)Ability to Source and Evaluate Transactions through our Investment Adviser's Proactive Research Capability and Established Network

The management team of our Investment Adviser has long-term relationships with financial sponsors, management consultants and management teams that we believe enable us to evaluate investment opportunities effectively in numerous industries, as well as provide us access to substantial information concerning those industries. We identify potential investments both through active origination and through dialogue with numerous financial sponsors, management teams, members of the financial community and corporate partners with whom the professionals of our Investment Adviser have long-term relationships.

d)Flexible Transaction Structuring

We are flexible in structuring investments and tailor investments to meet the needs of a portfolio company while also generating attractive risk-adjusted returns. We can invest in all parts of a capital structure and our Investment Adviser has extensive experience in a wide variety of securities for leveraged companies throughout economic and market cycles.

Our Investment Adviser seeks to minimize the risk of capital loss without foregoing potential for capital appreciation. In making investment decisions, we seek to invest in companies that we believe can generate consistent positive risk-adjusted returns.

We believe that the in-depth experience of our Investment Adviser will enable us to invest throughout various stages of the economic and market cycles and to provide us with ongoing market insights in addition to a significant investment opportunity.

Competition

Our primary competitors provide financing to middle-market companies and include other BDCs, commercial and investment banks, commercial finance companies, CLO funds, private direct lending funds and, to the extent they provide an alternative form of financing, private equity funds. Additionally, alternative investment vehicles, such as hedge funds, frequently invest in middle-market companies. As a result, competition for investment opportunities in middle-market companies can be intense. However, we believe that from time to time there has been a reduction in the amount of debt capital available to middle-market companies, which we believe has resulted in a less competitive environment for making new investments.

Many of our competitors are substantially larger and have considerably greater financial, technical and marketing resources than we do. For example, we believe some competitors have a lower cost of funds and access to funding sources that are not available to us. In addition, some of our competitors have higher risk tolerances or different risk assessments, which could allow them to consider a wider variety of investments and establish more relationships than us. Furthermore, many of our competitors are not subject to the regulatory restrictions that the 1940 Act imposes on us as a BDC. See "Risk Factors—Risks Relating to our Business and Structure—We operate in a highly competitive market for investment opportunities" for more information.

Leverage

As of September 30, 2025, the Credit Facility has commitments of $718.0 million (decreased from $736.0 million in April 2025) has an interest rate spread above SOFR (or an alternative risk-free floating interest rate index) of 200 basis points, a maturity date of August 2030 and a revolving period that ends in August 2028. The Credit Facility is secured by all of the assets held by Funding I, under which we had $683.9 million outstanding as of September 30, 2025. The Credit Facility had a weighted average interest rate of 6.3%, exclusive of the fee on undrawn commitments as of September 30, 2025. The Credit Facility had a weighted average interest rate of

7.5%, exclusive of the fee on undrawn commitments as of September 30, 2024. As of September 30, 2025 and 2024, we had $34.1 million and $192.1 million of unused borrowing capacity under our Credit Facility, respectively, subject to the regulatory restrictions. We believe that our capital resources will provide us with the flexibility to take advantage of market opportunities when they arise. Our use of leverage, as calculated under the asset coverage requirements of the 1940 Act, may generally range between 140% and 160% of our net assets, or approximately 60% to 65% of our managed assets. We cannot assure investors that our leverage will remain within the range. The amount of leverage that we employ will depend on our assessment of the market and other factors at the time of any proposed borrowing.

In November 2017, we issued $138.6 million aggregate principal amount of our 2023 Notes that matured on December 15, 2023. The 2023 Notes were issued pursuant to a deed of trust between the Company and Mishmeret Trust Company, Ltd. as trustee, in November 2017. In connection with this offering, we dual listed our common stock on the TASE. On February 7, 2024, the Company filed a notice with the Israel Securities Authority and the Tel Aviv Stock Exchange Ltd (the "TASE") voluntarily requesting to delist the Company's common stock from trading on the TASE. The last day of trading on the TASE was May 6, 2024 and the delisting of the Company's common stock form the TASE took effect on May 8, 2024.

The 2023 Notes paid interest at a rate of 4.3% per year. Interest on the 2023 Notes was payable semi-annually in arrears on June 15 and December 15 of each year, commencing June 15, 2018. The principal on the 2023 Notes was payable in four annual installments as follows: 15% of the original principal amount on December 15, 2020, 15% of the original principal amount on December 15, 2021, 15% of the original principal amount on December 15, 2022 and 55% of the original principal amount on December 15, 2023. On December 15, 2023, the remaining outstanding 2023 Notes were repaid in full.

In March 2021, and in October 2021, we issued $100.0 million and $85.0 million, respectively, in aggregate principal amount of our 2026 Notes at a public offering price per note of 99.4% and 101.5%, respectively. As of September 30, 2025 and 2024, we had $185.0 million and $185.0 million in aggregate principal amount of 2026 Notes outstanding, respectively. The 2026 Notes were issued pursuant to the base Indenture, dated March 23, 2021, between the Company and American Stock Transfer & Trust Company, LLC (the "Trustee"), as supplemented by the First Supplemental Indenture, dated March 23, 2021, between the Company and the Trustee. The 2026 Notes are due on April 1, 2026 and may be redeemed in whole or in part at the Company's option. The 2026 Notes bear interest at a rate of 4.25% per year payable semi-annually on April 1 and October 1 of each year. The effective interest rate is 4.15%.The 2026 Notes are the Company's direct unsecured obligations and rank pari passu in right of payment with the Company's current and future unsecured unsubordinated indebtedness, senior to any of the Company's future indebtedness that expressly states it is subordinated in right of payment to the 2026 Notes, effectively subordinated in right of payment to all of the Company's existing and future secured indebtedness (including indebtedness that is initially unsecured, but to which the Company subsequently grant security) to the extent of the value of the assets securing such indebtedness, and structurally subordinated to all existing and future indebtedness and other obligations of any of the Company's subsidiaries, financing vehicles, or similar facilities. We do not intend to list the 2026 Notes on any securities exchange or automated dealer quotation system.

In September 2019, the Securitization Issuers completed the Debt Securitization. The 2031 Asset-Backed Debt was secured by the middle market loans, participation interests in middle market loans and other assets of the Securitization Issuer. The 2031 Asset-Backed Debt was scheduled to mature on October 15, 2031. On the closing date of the Debt Securitization, in consideration of our transfer to the Securitization Issuer of the initial closing date loan portfolio, which included loans distributed to us by certain of our wholly owned subsidiaries, the Securitization Issuer transferred to us 100% of the Preferred Shares of the Securitization Issuer, 100% of the Class D Secured Deferrable Floating Rate Notes issued by the Securitization Issuer and a portion of the net cash proceeds received from the sale of the 2031 Asset-Backed Debt. As of both September 30, 2025 and 2024, the Company had zero of the 2031 Asset-Backed Debt outstanding with a weighted average interest rate of zero, respectively. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" for more information.

In July 2024, the 2031 Asset-Backed Debt was refinanced through a $351.0 million debt securitization in the form of the 2036-R Asset-Backed Debt. The 2036-R Asset-Backed Debt was executed through: (A) the issuance by the 2036-R Securitization Issuers of the following classes of notes pursuant that certain indenture, dated September 19, 2019, by and among the 2036-R Securitization Issuers and U.S. Bank Trust Company, National Association, as amended by the second supplemental indenture, dated June 25, 2024): (i) $203 million of A-1-R Notes, which bear interest at the three-month SOFR plus 1.75%, (ii) $10.5 million of A-2-R Notes, which bear interest at three-month SOFR plus 1.90%, (iii) $12 million of Class B-R Notes, which bear interest at three-month SOFR plus 2.05%, (iv) $28 million of C-R Notes, which bear interest at three-month SOFR plus 2.75% and (v) $21 million of D-R Notes, which bear interest at three-month SOFR plus 4.30%, (B) the issuance by the issuer of $64 million of subordinated notes pursuant to the Indenture and (C) the borrowing by one of the 2036-R Securitization Issuers of $12.5 million of Class B-R Loans, which bear interest at three-month SOFR plus 2.05%, pursuant to a credit agreement, by and among the 2036-R Securitization Issuers, the various financial institutions and other persons party thereto, as lenders and U.S. Bank Trust Company, National Association, as loan agent and as trustee. The 2036-R Asset-Backed Debt matures in July 2036. As of September 30, 2025 and September 30, 2024, the Company had $266.0 million, respectively, 2036-R Asset-Backed Debt outstanding with a weighted average interest rate of 6.2% and 7.2%, respectively. As of September 30, 2025 and September 30, 2024 the unamortized fees on the 2036-R Asset-Backed Debt were $0.6 million and $0.8 million, respectively.

In February 2024, the 2036 Asset-Backed Debt was issued by the 2036 Securitization Issuer. The 2036 Asset-Backed Debt is secured by the middle market loans, participation interests in middle market loans and other assets of the 2036 Securitization Issuer. The Debt Securitization was executed through (A) a private placement of: (i) $139.5 million of AAA(sf) Class A-1 Notes, which bear interest at the three-month secured overnight financing rate published by the Federal Reserve Bank of New York ("SOFR") plus 2.30%, (ii) $14 million of AAA(sf) Class A-2 Notes, which bear interest at three-month SOFR plus 2.70%, (iii) $24.5 million of AA(sf) Class B Notes, which bear interest at three-month SOFR plus 2.90%, (iv) $28 million of A(sf) Class C Notes, which bear interest at three-month SOFR plus 3.90%, (v) $21 million of BBB-(sf) Class D Notes, which bear interest at three-month SOFR plus 5.90%, (together, the "Secured Notes"), and (vi) $63.6 million of subordinated notes ("Subordinated Notes") and (B) the borrowing of $60.0 million AAA(sf) Class A-1 Senior Secured Floating Rate Loans, which bear interest at three-month SOFR plus 2.30%, under a credit agreement by and among the 2036 Securitization Issuer, as borrower, various financial institutions, as lenders, and Wilmington Trust, National Association, as collateral agent and as loan agent. The annualized interest on the 2036 Asset-Backed Debt will be paid, to the extent of funds available. The Debt is scheduled to mature on April 18, 2036. The 2036 Asset-Backed Debt is included in the Consolidated Statement of Assets and Liabilities as debt of the Company and the Subordinated Notes of the 2036-Securitization Issuer were eliminated in consolidation. As of September 30, 2025 and September 30, 2024, the Company had $287.0 million of 2036 Asset-Backed Debt outstanding with a weighted average interest rate of 7.1% and 8.1%, respectively. As of September 30, 2025 and September 30, 2024, the unamortized fees on the 2036 Asset-Backed Debt were $2.4 million and $2.9 million, respectively.

In February 2025, the Company completed the 2037 Debt Securitization. The 2037 Notes were issued by the 2037 Securitization Issuer and are backed by a portfolio of collateral obligations consisting of middle market loans and participation interests in middle market loans as well as by other assets of the 2037 Securitization Issuer. The transaction was executed through (A) a private placement of $220.5 million of the 2037 Class A-1 Notes, (ii) $19.0 million of the 2037 Class A-2 Notes, (iii) $28.5 million of the 2037 Class B Notes, (iv) $38.0 million of the 2037 Class C Notes, (v) $28.5 million of BBB the 2037 Class D Notes, and (vi) $85.1 million of the 2037 Subordinated Notes, and (B) the borrowing by the 2037 Securitization Issuer of $10.0 million of the 2037 Class A-1L-ALoans") and $45.0 million of the "2037 Class A-1L-B Loans" and, which bear interest at three-month SOFR plus 1.49%. The 2037 Asset-Backed Debt is scheduled to mature on April 20, 2037. As of September 30, 2025, the Company had $361.0 million of Asset-Backed Debt outstanding with a weighted average interest rate of 5.9%. As of September 30, 2025, the unamortized fees on the 2037 Asset-Backed Debt were $2.7 million.

In April 2021, we formed PTSF, an unconsolidated limited partnership, organized as a Delaware limited liability partnership. We sold $81.4 million in investments to a wholly-owned subsidiary of PTSF in exchange for cash in the amount of $69.5 million and an $11.9 million equity interest in PTSF representing 23.08% of the total

outstanding Class A Units of PTSF. We recognized $0.4 million of realized gain upon the formation of PTSF. As of September 30, 2025, our capital commitment of $15.3 million was fully funded and we held 23.08% of the total outstanding Class A Units of PTSF and a 4.99% voting interest in the general partner which manages PTSF.

In August 2025, in connection with the winding down of PTSF, an unconsolidated limited partnership, the Company acquired a portfolio of approximately $250 million of assets, including from TSO Puma SPV, LLC, an affiliate of Towerbrook Capital Partners. This portfolio includes assets with which the Company's Investment Adviser is familiar. The average spread and credit statistics are generally in-line with PFLT's existing portfolio. The Company acquired these assets at their most recent fair market value as of the date of the transaction. As of August 27, 2025, PFLT was the only remaining partner in PTSF, and as a result the entity became a wholly-owned consolidated subsidiary as of that date.

On April 5, 2018, our board of directors approved the application of the modified asset coverage requirements set forth in Section 61(a)(2) of the 1940 Act, as amended by the Consolidated Appropriations Act of 2018 (which includes the Small Business Credit Availability Act). As a result, the asset coverage requirement applicable to us for senior securities was reduced from 200% (i.e., $1 of debt outstanding for each $1 of equity) to 150% (i.e., $2 of debt outstanding for each $1 of equity), effective as of April 5, 2019, subject to compliance with certain disclosure requirements. As of September 30, 2025 and 2024, our asset coverage ratio, as computed in accordance with the 1940 Act, was 160% and 174%, respectively. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" for more information.

Investment Policy Overview

We seek to create a diversified portfolio primarily of floating rate loans by generally targeting an investment size of $5 million to $30 million in securities, on average, of middle-market companies. We expect this investment size to vary proportionately with the size of our capital base. We generally expect that first lien secured debt will represent at least 65% of our overall portfolio. We also generally expect to invest up to 35% of our overall portfolio opportunistically in other types of investments, including second lien secured debt, subordinated debt and, to a lesser extent, equity investments. The companies in which we invest are typically highly leveraged, and, in most cases, are not rated by national rating agencies. If such unrated companies were rated, we believe that they would typically receive a rating below investment grade (between BB and CCC under the Standard & Poor's system) from the national rating agencies. Securities rated below investment grade are often referred to as "leveraged loans," "high yield" securities or "junk bonds" and are often higher risk compared to debt instruments that are rated above investment grade and have speculative characteristics. In addition, we expect our debt investments to range in maturity from three to ten years.

Over time, we expect that our portfolio will continue to consist primarily of floating rate loans in qualifying assets such as private, or thinly traded or small market-capitalization, U.S. middle-market public companies. In addition, we may invest up to 30% of our portfolio in non-qualifying assets. These non-qualifying assets may include investments in public companies whose securities are not thinly traded or have a market capitalization of greater than $250 million, securities of middle-market companies located outside of the United States and investment companies as defined in the 1940 Act. We may acquire investments in the secondary markets. See "Regulation—Qualifying Assets" and "Investment Selection Criteria" for more information.

Our board of directors has the authority to modify or waive certain of our operating policies and strategies without prior notice and without stockholder approval (except as required by the 1940 Act). However, absent stockholder approval, under the 1940 Act we may not change the nature of our business so as to cease to be, or withdraw our election as, a BDC. We cannot predict the effect any changes to our current operating policies and strategies would have on our business, operating results and value of our common stock. Nevertheless, the effects of changes to our operating policies and strategies may adversely affect our business, our ability to make distributions and the value of our common stock.

First Lien Secured Debt

Structurally, first lien secured debt ranks senior in priority of payment to second lien secured debt, subordinated debt and equity and benefits from a senior security interest in the assets of the borrower. As such, other creditors rank junior to our investments in these securities in the event of insolvency. Due to its lower risk profile and often more restrictive covenants as compared to second lien secured debt and subordinated debt, first lien secured debt generally earns a lower return than second lien secured debt and subordinated debt. In some cases first lien secured debt lenders receive opportunities to invest directly in the equity securities of borrowers and from time to time may also receive warrants to purchase equity securities. We evaluate these investment opportunities on a case-by-case basis.

Second Lien Secured Debt

Second lien secured debt usually ranks junior in priority of payment to first lien secured debt. Second lien secured debt holds a second priority with regard to right of payment in the event of insolvency. Second lien secured debt ranks senior to subordinated debt and common and preferred equity in borrowers' capital structures. Due to its higher risk profile and often less restrictive covenants as compared to first lien secured debt, second lien secured debt generally earns a higher return than first lien secured debt. In many cases, second lien secured debt investors receive opportunities to invest directly in the equity securities of borrowers and from time to time may also receive warrants to purchase equity securities. We evaluate these investment opportunities on a case-by-case basis.

Subordinated Debt

Structurally, subordinated debt usually ranks junior in priority of payment to first lien secured debt and second lien secured debt, and is often unsecured. As such, other creditors may rank senior to us in the event of insolvency. Subordinated debt ranks senior to common and preferred equity in borrowers' capital structures. Due to its higher risk profile and often less restrictive covenants as compared to first lien secured debt and second lien secured debt, subordinated debt generally earns a higher return than first lien secured debt and second lien secured debt. In many cases, subordinated debt investors receive opportunities to invest directly in the equity securities of borrowers, and from time to time, may also receive warrants to purchase equity securities. We evaluate these investment opportunities on a case-by-case basis.

Investment Selection Criteria

We are committed to a value-oriented philosophy used by the senior investment professionals of our Investment Adviser who manage our portfolio and seek to minimize the risk of capital loss without foregoing potential for capital appreciation.

We have identified several criteria, discussed below, that we believe are important in identifying and investing in prospective portfolio companies. These criteria provide general guidelines for our investment decisions. However, we caution that not all of these criteria will be met by each prospective portfolio company in which we choose to invest. Generally, we seek to use our experience and access to market information to identify investment opportunities and to structure investments efficiently and effectively.

a)Leading and defensible competitive market positions

The Investment Adviser invests in portfolio companies that it believes have developed strong positions within their markets. The Investment Adviser also seeks to invest in portfolio companies that it believes possess competitive advantages in, for example, scale, scope, customer loyalty, product pricing or product quality as compared to their competitors to protect their market position.

b)Investing in stable borrowers with positive cash flow

Our investment philosophy places a premium on fundamental analysis and has a distinct value-orientation. The Investment Adviser invests in portfolio companies it believes to be stable and well-established, with strong cash flows and profitability. The Investment Adviser believes these attributes indicate portfolio companies that may be well-positioned to maintain consistent cash flow to service and repay their liabilities and maintain growth in their businesses or their relative market share. The Investment Adviser currently does not expect to invest significantly in start-up companies, companies in turnaround situations or companies with speculative business plans, although we are permitted to do so.

c)Proven management teams

The Investment Adviser focuses on investments in which the portfolio company has an experienced management team with an established track record of success. The Investment Adviser typically requires that portfolio companies have in place proper incentives to align management's goals with our goals, including having equity interests.

d)Financial sponsorship

The Investment Adviser may seek to cause us to participate in transactions sponsored by what it believes to be trusted financial sponsors. The Investment Adviser believes that a financial sponsor's willingness to invest significant equity capital in a portfolio company is an implicit endorsement of the quality of that portfolio company. Further, financial sponsors of portfolio companies with significant investments at risk may have the ability, and a strong incentive, to contribute additional capital in difficult economic times should financial or operational issues arise so as to maintain their ownership position.

e)Investments in different borrowers, industries and geographies

The Investment Adviser seeks to invest our assets broadly among portfolio companies, across industries and geographical regions. The Investment Adviser believes that this approach may reduce the risk that a downturn in any one portfolio company, industry or geographical region will have a disproportionate impact on the value of our portfolio, although we are permitted to be non-diversified under the 1940 Act.

f)Viable exit strategy

The Investment Adviser seeks to invest in portfolio companies that it believes will provide a steady stream of cash flow to repay our loans while also reinvesting in their respective businesses. The Investment Adviser expects that such internally generated cash flow, leading to the payment of interest on, and the repayment of the principal of, our investments in portfolio companies to be a key means by which we will exit from our investments over time. In addition, the Investment Adviser also seeks to invest in portfolio companies whose business models and expected future cash flows offer attractive exit possibilities. These companies include candidates for strategic acquisition by other industry participants and companies that may repay our investments through an initial public offering of common stock, refinancing or other capital markets transaction.

Due Diligence

We believe it is critical to conduct extensive due diligence in evaluating new investment targets. Our Investment Adviser conducts a rigorous due diligence process that is applied to prospective portfolio companies and draws from our Investment Adviser's experience, industry expertise and network of contacts. In conducting due diligence, our Investment Adviser uses information provided by companies, financial sponsors and publicly available information as well as information from relationships with former and current management teams, consultants, competitors and investment bankers.

Our due diligence may include:

- review of historical and prospective financial information;
- research relating to the portfolio company's management, industry, markets, products and services and competitors;
- interviews with management, employees, customers and vendors of the potential portfolio company;
- on-site visits;
- review of loan documents; and
- background checks.

Additional due diligence with respect to any investment may be conducted on our behalf by attorneys and accountants prior to the closing of the investment, as well as other outside advisers, as appropriate.

Upon the completion of due diligence on a portfolio company, the team leading the investment presents the investment opportunity to our Investment Adviser's investment committee. This committee determines whether to pursue the potential investment. All new investments are required to be reviewed by the investment committee of our Investment Adviser. The members of the investment committee receive no compensation from us. Rather, they are employees of and receive compensation from our Investment Adviser.

Investment Structure

Once we determine that a prospective portfolio company is suitable for investment, we work with the management of that portfolio company and its other capital providers, including senior, junior and equity capital providers, to structure an investment. We negotiate with these parties to agree on how our investment is structured relative to the other capital in the portfolio company's capital structure.

We expect our floating rate loans to have terms of three to ten years. We generally obtain security interests in the assets of our portfolio companies that will serve as collateral in support of the repayment of these loans. This collateral may take the form of first priority liens on the assets of a portfolio company.

Typically, our second lien secured debt and subordinated debt investments have maturities of three to ten years. Second lien secured debt and subordinated debt may take the form of a second priority lien on the assets of a portfolio company and have interest-only payments in the early years with cash or payment-in-kind, or PIK, payments with amortization of principal deferred to the later years. In some cases, we may invest in debt securities that, by their terms, convert into equity or additional debt securities or defer payments of interest for the first few years after our investment. Also, in some cases, our second lien secured debt and subordinated debt may be collateralized by a subordinated lien on some or all of the assets of the borrower.

We seek to tailor the terms of the investment to the facts and circumstances of the transaction and the prospective portfolio company, negotiating a structure that protects our rights and manages our risk while creating incentives for the portfolio company to achieve its business plan and improve its profitability. For example, in addition to seeking a senior position in the capital structure of our portfolio companies, we seek to limit the downside potential of our investments by:

- requiring a total return on our investments (including both interest in the form of a floor and potential equity appreciation) that compensates us for credit risk;
- incorporating "put" rights and call protection into the investment structure; and
- negotiating covenants in connection with our investments that afford our portfolio companies as much flexibility in managing their businesses as possible, consistent with our focus of preserving capital. Such restrictions may include affirmative and negative covenants, default penalties, lien protection, change of control provisions and board rights, including either observation or participation rights.

Our investments may include equity features, such as direct investments in the equity securities of borrowers or warrants or options to buy a minority interest in a portfolio company. Any warrants we may receive with our debt securities generally require only a nominal cost to exercise, so as a portfolio company appreciates in value, we may achieve additional investment return from these equity investments. We may structure the warrants to provide provisions protecting our rights as a minority-interest holder, as well as puts, or rights to sell such securities back to the portfolio company, upon the occurrence of specified events. In many cases, we may also obtain registration rights in connection with these equity investments, which may include demand and "piggyback" registration rights.

We expect to hold most of our investments to maturity or repayment, but we may exit certain investments earlier when a liquidity event, such as the sale or refinancing of a portfolio company, takes place. We also may turn over investments to better position the portfolio in light of market conditions.

Ongoing Relationships with Portfolio Companies

Monitoring

The Investment Adviser monitors our portfolio companies on an ongoing basis. The Investment Adviser also monitors the financial trends of each portfolio company to determine if it is meeting its respective business plans and to assess the appropriate course of action for each portfolio company.

The Investment Adviser has several methods of evaluating and monitoring the performance and fair value of our investments, which may include the following:

- assessment of success in adhering to a portfolio company's business plan and compliance with covenants;
- periodic or regular contact with portfolio company management and, if appropriate, the financial or strategic sponsor, to discuss financial position, requirements and accomplishments;
- comparisons to other portfolio companies in the industry, if any;
- attendance at and participation in board meetings or presentations by portfolio companies; and
- review of periodic financial statements and financial projections for portfolio companies.

The Investment Adviser monitors credit risk of each portfolio company regularly with a goal toward identifying early, and when able and appropriate, exiting investments with potential credit problems. This monitoring process may include reviewing: (1) a portfolio company's financial resources and operating history; (2) comparing a portfolio company's current operating results with the Investment Adviser's initial thesis for the investment and its expectations for the performance of the investment; (3) a portfolio company's sensitivity to economic conditions; (4) the performance of a portfolio company's management; (5) a portfolio company's debt maturities and capital requirements; (6) a portfolio company's interest and asset coverage; and (7) the relative value of an investment based on a portfolio company's anticipated cash flow.

Managerial Assistance

We offer significant managerial assistance to our portfolio companies. As a BDC, we are required to make available such significant managerial assistance within the meaning of Section 2(a)(47) of the 1940 Act. See "Regulation" for more information.

Staffing

We do not currently have any employees. Our Investment Adviser and Administrator have hired and expect to continue to hire professionals with skills applicable to our business plan, including experience in middle-market investing, senior lending, mezzanine lending, leveraged finance, distressed debt and private equity businesses.

Our Corporate Information

Our administrative and principal executive offices are located at 1691 Michigan Avenue, Miami Beach, Florida. Our common stock is quoted on The New York Stock Exchange, under the symbol "PFLT." Our phone number is (786) 297-9500, and our Internet website address is *www.pennantpark.com*. Information contained on our website is not incorporated by reference into this Report and you should not consider information contained on our website to be part of this Report. We file periodic reports, proxy statements and other information with the SEC and make such reports available on our website free of charge as soon as reasonably practicable. In addition, the SEC maintains an Internet website at *www.sec.gov* that contains material that we file with the SEC on the Electronic Data Gathering, Analysis and Retrieval, or EDGAR, Database.

Our Portfolio

Our principal investment focus is to invest in floating rate loans to U.S. middle-market companies in a variety of industries. We generally seek to target companies that generate positive cash flows from the broad variety of industries in which our Investment Adviser has direct expertise. The following is an illustrative list of the industries in which the Investment Adviser has invested:

- Aerospace and Defense
- Auto Sector
- Beverage, Food and Tobacco
- Broadcasting and Entertainment
- Buildings and Real Estate
- Building Materials
- Business Services
- Cable Television
- Capital Equipment
- Cargo Transportation
- Chemicals, Plastics and Rubber
- Communications
- Consumer Products
- Consumer Services
- Containers Packaging & Glass
- Distribution
- Diversified/Conglomerate Manufacturing
- Diversified/Conglomerate Services
- Diversified Natural Resources, Precious Metals and Minerals
- Education
- Electronics
- Energy/Utilities
- Environmental Services
- Financial Services
- Grocery
- Healthcare, Education and Childcare
- High Tech Industries
- Home & Office Furnishings, Housewares & Durable Consumer Products
- Hotels, Motels, Inns and Gaming
- Insurance
- Leisure, Amusement, Motion Picture, Entertainment
- Logistics
- Manufacturing/Basic Industries
- Media
- Mining, Steel, Iron and Non-Precious Metals
- Oil and Gas
- Other Media
- Personal, Food and Miscellaneous Services
- Printing and Publishing
- Retail
- Wholesale

Listed below are our top ten portfolio companies and industries represented as a percentage of our consolidated portfolio assets (excluding cash and cash equivalents) as of September 30:

Portfolio Company	**2025** [1]	**Portfolio Company**	**2024** [1]
Harris & Co. LLC	3%	By Light Professional IT Services, LLC	4%
Marketplace Events Acquisition, LLC	2	Marketplace Events LLC	3
Best Practice Associates, LLC	2	Loving Tan Intermediate II, Inc.	3
Loving Tan Intermediate II, Inc.	2	C5MI Holdco, LLC	3
By Light Professional IT Services, LLC	2	RTIC Parent Holdings, LLC	3
North American Rail Solutions, LLC	2	NFS - CFP Holdings LLC	2
RTIC Parent Holdings, LLC	2	ARGANO, LLC	2
Argano, LLC	2	Big Top Holdings, LLC	2
Systems Planning And Analysis, Inc.	2	Aeronix, Inc.	2
ACP Avenu Buyer, LLC	2	Carnegie Dartlet, LLC	2

Industry	**2025** [1]	**Industry**	**2024** [1]
Professional Services	10%	Professional Services	8%
Aerospace and Defense	10	Aerospace and Defense	7
Healthcare Providers and Services	8	Healthcare Providers and Services	6
Business Services	7	IT Services	6
Media	7	Personal Products	6
IT Services	5	Diversified Consumer Services	5
Diversified Consumer Services	5	Healthcare Technology	5
Construction & Engineering	4	Media	5
Healthcare Technology	4	Leisure Products	4
Personal Products	4	Construction & Engineering	4

[1] Excludes investments in PSSL.

Our executive officers and directors, as well as the senior investment professionals of the Investment Adviser and Administrator, may serve as officers, directors or principals of entities that operate in the same or a related line of business as we do. Currently, the executive officers and directors, as well as certain of the current senior investment professionals of the Investment Adviser and Administrator, serve as officers and directors of PennantPark Investment Corporation, a publicly traded BDC, and other managed funds, as applicable. Accordingly, they may have obligations to investors in those entities, the fulfillment of which obligations might not be in the best interest of us or our stockholders. In addition, we note that any affiliated investment vehicle currently existing, or formed in the future, and managed by the Investment Adviser and/or its affiliates may, notwithstanding different stated investment objectives, have overlapping investment objectives with our own and, accordingly, may invest in asset classes similar to those targeted by us. As a result, the Investment Adviser may face conflicts in allocating investment opportunities among us and such other entities. The Investment Adviser will allocate investment opportunities in a fair and equitable manner consistent with our allocation policy, and we have received exemptive relief with respect to certain co-investment transactions. Where co-investment is unavailable or inappropriate, the Investment Adviser will choose which investment fund should receive the allocation. See "Risk Factors—Risks Relating to our Business and Structure—There are significant potential conflicts of interest which could impact our investment returns" for more information.

We may invest, to the extent permitted by law, in the securities and instruments of other investment companies and companies that would be investment companies but are excluded from the definition of an investment company provided in Section 3(c) of the 1940 Act. We may also co-invest in the future on a concurrent basis with our affiliates, subject to compliance with applicable regulations, our trade allocation procedures and, if applicable, the terms of our exemptive relief.

Investment Management Agreement

We have entered into an agreement with the Investment Adviser, or the Investment Management Agreement, under which the Investment Adviser, subject to the overall supervision of our board of directors, manages the day-to-day operations of, and provides investment advisory services to, us. Mr. Penn, our Chairman and Chief Executive Officer, is the managing member and a senior investment professional of, and has a financial and controlling interest in, PennantPark Investment Advisers. PennantPark Floating Rate Capital Ltd., through the Investment Adviser, provides similar services to Funding I under its collateral management agreement. Funding I's collateral management agreement does not affect the management or incentive fees that we pay to the Investment Adviser on a consolidated basis. Under the terms of our Investment Management Agreement, the Investment Adviser:

- determines the composition of our portfolio, the nature and timing of the changes to our portfolio and the manner of implementing such changes;
- identifies, evaluates and negotiates the structure of the investments we make (including performing due diligence on our prospective portfolio companies);
- closes and monitors the investments we make; and
- provides us with such other investment advisory, research and related services as we may need from time to time.

PennantPark Investment Advisers' services under our Investment Management Agreement are not exclusive, and it is free to furnish similar services, without the prior approval of our stockholders or our board of directors, to other entities so long as its services to us are not impaired. Our board of directors monitors for any potential conflicts that may arise upon such a development. For providing these services, the Investment Adviser receives a fee from us, consisting of two components—a base management fee and an incentive fee or, collectively, Management Fees.

Investment Advisory Fees

The base management fee is calculated at an annual rate of 1.00% of our "average adjusted gross assets," which equals our gross assets (net of U.S. Treasury Bills, temporary draws under any credit facility, cash and cash equivalents, repurchase agreements or other balance sheet transactions undertaken at the end of a fiscal quarter for purposes of preserving investment flexibility for the next quarter and unfunded commitments, if any) and is payable quarterly in arrears. The base management fee is calculated based on the average adjusted gross assets at the end of the two most recently completed calendar quarters, and appropriately adjusted for any share issuances or repurchases during the current calendar quarter. For example, if we sold shares on the 45th day of a quarter and did not use the proceeds from the sale to repay outstanding indebtedness, our gross assets for such quarter would give effect to the net proceeds of the issuance for only 45 days of the quarter during which the additional shares were outstanding. For the years ended September 30, 2025, 2024, and 2023, the Company recorded earned a base management expense of $23.3 million, $14.9 million and $11.4 million, respectively.

The following is a hypothetical example of the calculation of average adjusted gross assets:

Gross assets as of December 31, 20XX = $160 million

U.S. Treasury bills and temporary draws on credit facilities as of December 31, 20XX = $10 million

Adjusted gross assets as of December 31, 20XX = $150 million

Gross assets as of March 31, 20XX = $200 million

U.S. Treasury bills and temporary draws on credit facilities as of March 31, 20XX = $20 million

Adjusted gross assets as of March 31, 20XX = $180 million

Average value of adjusted gross assets as of March 31, 20XX and December 31, 20XX, which are the two most recently completed calendar quarters, and appropriately adjusted for any share issuances or repurchases during the current calendar quarter equals ($150 million + $180 million) / 2 = $165 million.

The incentive fee has two parts, as follows:

One part is calculated and payable quarterly in arrears based on our Pre-Incentive Fee Net Investment Income for the immediately preceding calendar quarter. For this purpose, Pre-Incentive Fee Net Investment Income means interest income, dividend income and any other income, including any other fees (other than fees for providing managerial assistance), such as amendment, commitment, origination, prepayment penalties, structuring, diligence and consulting fees or other fees received from portfolio companies, accrued during the calendar quarter, minus our operating expenses for the quarter (including the base management fee, any expenses payable under the Administration Agreement (as defined below), and any interest expense or amendment fees under any credit facility and distribution paid on any issued and outstanding preferred stock, but excluding the incentive fee). Pre-Incentive Fee Net Investment Income includes, in the case of investments with a deferred interest feature (such as original issue discount, or OID, debt instruments with PIK interest and zero coupon securities), accrued income that we have not yet received in cash. Pre-Incentive Fee Net Investment Income does not include any realized capital gains, computed net of all realized capital losses or unrealized capital appreciation or depreciation. Pre-Incentive Fee Net Investment Income, expressed as a percentage of the value of our net assets at the end of the immediately preceding calendar quarter, is compared to the hurdle rate of 1.75% per quarter (7.00% annualized). We pay the Investment Adviser an incentive fee with respect to our Pre-Incentive Fee Net Investment Income in each calendar quarter as follows: (1) no incentive fee in any calendar quarter in which our Pre-Incentive Fee Net Investment Income does not exceed the hurdle rate of 1.75%, (2) 50% of our Pre-Incentive Fee Net Investment Income with respect to that portion of such Pre-Incentive Fee Net Investment Income, if any, that exceeds the hurdle rate but is less than 2.9167% in any calendar quarter (11.67% annualized) (we refer to this portion of our Pre-Incentive Fee Net Investment Income (which exceeds the hurdle but is less than 2.9167%) as the "catch-up," which is meant to provide our Investment Adviser with 20% of our Pre-Incentive Fee Net Investment Income, as if a hurdle did not apply, if this net investment income exceeds 2.9167% in any calendar quarter), and (3) 20% of the amount of our Pre-Incentive Fee Net Investment Income, if any, that exceeds 2.9167% in any calendar quarter. These calculations are pro-rated for any share issuances or repurchases during the relevant quarter, if applicable. For the years ended September 30, 2025, 2024, and 2023, the Investment Adviser earned $26.0 million, $18.1 million and $16.9 million, respectively, in incentive fees on net investment income from us.

The following is a graphical representation of the calculation of quarterly incentive fee based on Pre-Incentive Fee Net Investment Income:

Pre-Incentive Fee Net Investment Income
(expressed as a percentage of the value of net assets)

Percentage of Pre-Incentive Fee Net Investment Income
allocated to income-related portion of incentive fee

The second part of the incentive fee is determined and payable in arrears as of the end of each calendar year (or upon termination of the Investment Management Agreement, as of the termination date) and equals 20% of our realized capital gains, if any, on a cumulative basis from inception through the end of each calendar year, computed net of all realized capital losses and unrealized capital depreciation on a cumulative basis, less the aggregate amount of any previously paid capital gain incentive fees. For the years ended September 30, 2025, 2024, and 2023, we accrued an incentive fee on capital gains of zero, respectively, as calculated under the Investment Management Agreement (as described above).

Under U.S. generally accepted accounting principles, or GAAP, we are required to accrue a capital gains incentive fee based upon net realized capital gains and net unrealized capital appreciation and depreciation on investments held at the end of each period. In calculating the capital gains incentive fee accrual, we considered the cumulative aggregate unrealized capital appreciation in the calculation, as a capital gains incentive fee would be payable if such unrealized capital appreciation were realized, even though such unrealized capital appreciation is not permitted to be considered in calculating the fee actually payable under the Investment Management Agreement. This accrual is calculated using the aggregate cumulative realized capital gains and losses and cumulative unrealized capital appreciation or depreciation. If such amount is positive at the end of a period, then we record a capital gains incentive fee equal to 20% of such amount, less the aggregate amount of actual capital gains related to incentive fees paid or accrued in all prior years. If such amount is negative, then there is no accrual for such year. There can be no assurance that such unrealized capital appreciation will be realized in the future. The incentive fee accrued for under GAAP on our unrealized and realized capital gains for the years ended September 30, 2025, 2024, and 2023 was zero, respectively.

Examples of Quarterly Incentive Fee Calculation

Example 1: Income Related Portion of Incentive Fee (*):

Alternative 1:

Assumptions

Investment income (including interest, dividends, fees, etc.) = 1.25%

Hurdle [(1)] = 1.75%

Base management fee [(2)] = 0.25%

Other expenses (legal, accounting, custodian, transfer agent, etc.) = 0.20%

Pre-Incentive Fee Net Investment Income

(investment income—(base management fee + other expenses)) = 0.80%

Pre-Incentive Fee Net Investment Income does not exceed hurdle; therefore, there is no incentive fee.

Alternative 2:

Assumptions

Investment income (including interest, dividends, fees, etc.) = 2.70%

Hurdle [(1)] = 1.75%

Base management fee [(2)] = 0.25%

Other expenses (legal, accounting, custodian, transfer agent, etc.) = 0.20%

Pre-Incentive Fee Net Investment Income

(investment income—(base management fee + other expenses)) = 2.25%

Incentive fee = 50% X Pre-Incentive Fee Net Investment Income, subject to “catch-up”
= 50% X (2.25% - 1.75%)
= 0.25%

Alternative 3:

Assumptions

Investment income (including interest, dividends, fees, etc.) = 4.00%

Hurdle [(1)] = 1.75%

Base management fee [(2)] = 0.25%

Other expenses (legal, accounting, custodian, transfer agent, etc.) = 0.20%

Pre-Incentive Fee Net Investment Income

(investment income—(base management fee + other expenses)) = 3.55%

Incentive fee	= 20% X Pre-Incentive Fee Net Investment Income, subject to "catch-up" [(3)]
Incentive fee	= 50% X "catch-up" + (20% x (Pre-Incentive Fee Net Investment Income - 2.9167%))
Catch-up	= 2.9167% - 1.75%
	= 1.1667%
	= (50% X 1.1667%) + (20% X (3.55% - 2.9167%))
	= 0.5833% + (20% X 0.6333%)
	= 0.5833% + 0.1267%
	= 0.71%

* The hypothetical amount of Pre-Incentive Fee Net Investment Income shown is based on a percentage of total net assets.

(1) Represents 7.0% annualized hurdle.

(2) Represents 1.0% annualized base management fee.

(3) The "catch-up" provision is intended to provide the Investment Adviser with an incentive fee of approximately 20% on all of our Pre-Incentive Fee Net Investment Income as if a hurdle rate did not apply when our net investment income exceeds 2.9167% in any calendar quarter.

Example 2: Capital Gains Portion of Incentive Fee:

Alternative 1:

Assumptions

Year 1: $20 million investment made in Company A ("Investment A"), and $30 million investment made in Company B ("Investment B")

Year 2: Investment A sold for $50 million and fair market value ("FMV") of Investment B determined to be $32 million

Year 3: FMV of Investment B determined to be $25 million

Year 4: Investment B sold for $31 million

The capital gains portion of the incentive fee, if any, would be:

Year 1: None

Year 2: $6 million capital gains incentive fee

$30 million realized capital gains on sale of Investment A multiplied by 20%

Year 3: None

$5 million cumulative fee (20% multiplied by $25 million ($30 million cumulative capital gains less $5 million cumulative capital depreciation)) less $6 million (previous capital gains fee paid in Year 2)

Year 4: $200,000 capital gains incentive fee

$6.2 million cumulative fee ($31 million cumulative realized capital gains multiplied by 20%) less $6 million (previous capital gains fee paid in Year 2).

Alternative 2:

Assumptions

Year 1: $20 million investment made in Company A ("Investment A"), $30 million investment made in Company B ("Investment B") and $25 million investment made in Company C ("Investment C")

Year 2: Investment A sold for $50 million, FMV of Investment B determined to be $25 million and FMV of Investment C determined to be $25 million

Year 3: FMV of Investment B determined to be $27 million and Investment C sold for $30 million

Year 4: FMV of Investment B determined to be $35 million

Year 5: Investment B sold for $20 million

The capital gains portion of the incentive fee, if any, would be:

Year 1: None

Year 2: $5 million capital gains incentive fee

20% multiplied by $25 million ($30 million realized capital gains on sale of Investment A less $5 million unrealized capital depreciation on Investment B)

Year 3: $1.4 million capital gains incentive fee [(1)]

$6.4 million cumulative fee (20% multiplied by $32 million ($35 million cumulative realized capital gains less $3 million unrealized capital depreciation)) less $5 million (previous capital gains fee paid in Year 2)

Year 4: $0.6 million capital gains incentive fee

$7 million cumulative fee (20% multiplied by $35 million ($35 million cumulative realized capital gains without regard to $5 million of unrealized appreciation)) less $6.4 million (previous cumulative capital gains fee paid in Year 2 of $5 million and Year 3 of $1.4 million)

Year 5: None

$7 million cumulative fee (20% multiplied by $35 million ($35 million cumulative realized capital gains without regard to $10 million realized capital losses in subsequent year)) less $7 million (previous cumulative capital gains fee paid in Years 2, 3 and Year 4)

(1) As illustrated in Year 3 of Alternative 2 above, if we were to be wound up on a date other than December 31 of any year after year 3, we may have paid aggregate capital gain incentive fees that are more than the amount of such fees that would be payable if we had been wound up on December 31 of such year.

Organization of the Investment Adviser

PennantPark Investment Advisers is a registered investment adviser under the Investment Advisers Act of 1940, as amended, or Advisers Act. The principal executive office of PennantPark Investment Advisers is located at 1691 Michigan Avenue, Miami Beach, Florida 33139.

Duration and Termination of Investment Management Agreement

The Investment Management Agreement was reapproved by our board of directors, including a majority of our directors who are not interested persons of us or the Investment Adviser, in May 2025. Unless terminated earlier as described below, the Investment Management Agreement will continue in effect for a period of one year through May 2026. It will remain in effect if approved annually by our board of directors, or by the affirmative vote of the holders of a majority of our outstanding voting securities, including, in either case, approval by a majority of our directors who are not interested persons of us or the Investment Adviser. In determining to reapprove the Investment Management Agreement, our board of directors requested information from the Investment Adviser that enabled it to evaluate a number of factors relevant to its determination. These factors included the nature, quality and extent of services performed by the Investment Adviser, the Investment Adviser's ability to manage conflicts of interest effectively, our short and long-term performance, our costs, including as compared to comparable externally and internally managed publicly traded BDCs that engage in similar investing activities, the Investment Adviser's profitability, any economies of scale, and any other benefits of the relationship for the Investment Adviser. Based on the information reviewed and the considerations detailed above, our board of directors, including all of our directors who are not interested persons of us or the Investment Adviser, concluded that the investment advisory fee rates and terms are fair and reasonable in relation to the services provided and reapproved the Investment Management Agreement as being in the best interests of our stockholders.

The Investment Management Agreement will automatically terminate in the event of its assignment. The Investment Management Agreement may be terminated by either party without penalty upon 60 days' written notice to the other. See "Risk Factors—Risks Relating to our Business and Structure—We are dependent upon our Investment Adviser's key personnel for our future success, and if our Investment Adviser is unable to hire and retain qualified personnel or if our Investment Adviser loses any member of its management team, our ability to achieve our investment objectives could be significantly harmed" for more information.

Administration Agreement

We have entered into an agreement, or the Administration Agreement, with the Administrator, under which the Administrator furnishes us with office facilities, equipment and clerical, bookkeeping and record keeping services. Under our Administration Agreement, the Administrator performs, or oversees the performance of, our required administrative services, which include, among other activities, being responsible for the financial records we are required to maintain and preparing reports to our stockholders and reports filed with the SEC. In addition, the Administrator assists us in determining and publishing our NAV, oversees the preparation and filing of our tax returns and generally oversees the payment of our expenses and the performance of administrative and professional services rendered to us by others. For providing these services, facilities and personnel, we have agreed to reimburse the Administrator for its allocable portion of overhead and other expenses incurred by the Administrator in performing its obligations under the Administration Agreement, including rent, technology systems, insurance and our allocable portion of the cost of compensation and related expenses of our Chief Compliance Officer, Chief Financial Officer, Corporate Counsel and their respective staffs. The Administrator also offers on our behalf, significant managerial assistance to portfolio companies to which we are required to offer such assistance. To the extent that our Administrator outsources any of its functions, we will pay the fees associated with such functions on a direct basis without profit to the Administrator. Reimbursement for certain of these costs is included in administrative services expenses in the Consolidated Statements of Operations. For the years ended September 30, 2025, 2024 and 2023, we recorded administrative expenses of approximately $2.1 million, $1.5 million and $0.6 million, respectively.

On July 1, 2022, the Administration Agreement with the Administrator was amended to clarify that the Administrator may be reimbursed by the Company for certain (i) tax and general legal advice and/or services provided to the Company by in-house professionals of the Administrator related to ongoing operations of the Company; and (ii) transactional legal advice and/or services provided to the Company or portfolio companies by in-house professionals of the Administrator or its affiliates on matters related to potential or actual investments and transactions, including tax structuring and/or due diligence.

Duration and Termination of Administration Agreement

The Administration Agreement was reapproved by our board of directors, including a majority of our directors who are not interested persons of us, in May 2025. Unless terminated earlier as described below, our Administration Agreement will continue in effect for a period of one year through May 2026. It will remain in effect if approved annually by our board of directors, or by the affirmative vote of the holders of a majority of our outstanding voting securities, including, in either case, approval by a majority of our directors who are not interested persons of us. The Administration Agreement may not be assigned by either party without the consent of the other party. The Administration Agreement may be terminated by either party without penalty upon 60 days' written notice to the other.

Indemnification

Our Investment Management Agreement and Administration Agreement provide that, absent willful misfeasance, bad faith or gross negligence in the performance of their duties or by reason of the reckless disregard of their duties and obligations, PennantPark Investment Advisers and PennantPark Investment Administration and their officers, managers, partners, agents, employees, controlling persons, members and any other person or entity affiliated with them are entitled to indemnification from us for any damages, liabilities, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid in settlement) arising from the rendering of PennantPark Investment Advisers' and PennantPark Investment Administration's services under our Investment Management Agreement or Administration Agreement or otherwise as Investment Adviser or Administrator for us.

License Agreement

We have entered into a license agreement, or the License Agreement, with PennantPark Investment Advisers pursuant to which PennantPark Investment Advisers has granted us a royalty-free, non-exclusive license to use the name "PennantPark." Under this agreement, we have a right to use the PennantPark name, for so long as PennantPark Investment Advisers or one of its affiliates remains our Investment Adviser. Other than with respect to this limited license, we have no legal right to the "PennantPark" name.

PennantPark Senior Secured Loan Fund I LLC

In May 2017, we and Kemper formed PSSL, an unconsolidated joint venture. PSSL invests primarily in middle-market and other corporate debt securities consistent with our strategy. PSSL was formed as a Delaware limited liability company. As of September 30, 2025 and September 30, 2024, PSSL had total assets of $1,153.7 million and $988.1 million, respectively, and its investment portfolio consisted of investments in 117 and 109 portfolio companies, respectively. As of September 30, 2025, at fair value, the largest investment in a single portfolio company in PSSL was $20.9 million and the five largest investments totaled $99.3 million. As of September 30, 2024, at fair value, the largest investment in a single portfolio company in PSSL was $21.3 million and the five largest investments totaled $97.3 million. PSSL invests in portfolio companies in the same industries in which we may directly invest.

We and Kemper provide capital to PSSL in the form of first lien secured debt and equity interests. As of September 30, 2025 and September 30, 2024, we and Kemper owned 87.5% and 12.5%, respectively, of each of the outstanding first lien secured debt and equity interests. As of the same dates, our investment in PSSL consisted of first lien secured debt of $237.7 million (zero remaining unfunded) and $237.7 million (zero remaining unfunded), respectively, and equity interests of $123.7 million ($65.6 million remaining unfunded) and $101.9 million (zero remaining unfunded), respectively.

PennantPark Senior Secured Loan Fund II LLC

In August 2025, we and Hamilton Lane ("HL") formed PSSL II, an unconsolidated joint venture. PSSL II will invest primarily in middle-market and other corporate debt securities consistent with our strategy. PSSL II was formed as a Delaware limited liability company. PSSL II will invest in portfolio companies in the same industries in which we may directly invest. As of September 30, 2025, PSSL II had not commenced operations.

We and HL have committed to invest up to $200 million in the aggregate in the PSSL II, with the Company committing to invest up to $150 million and HL committing to invest up to $50 million. Investments by each of the Company and HL will be made in the form of membership interests and secured notes. The Company's commitment will consist of $105 million in secured notes and $45 million in membership interests. HL's commitment will consist of $35 million in secured notes and $15 million in membership interests. All material decisions regarding PSSL II must be submitted to its board of managers, which is comprised of an equal number of representatives from each of the Company and HL. Further, all portfolio and other material decisions require the affirmative vote of at least one board member designated by the Company and one board member from HL.

REGULATION

Business Development Company and Regulated Investment Company Regulations

We are a BDC under the 1940 Act, which has qualified and intends to continue to qualify to maintain an election to be treated as a RIC under Subchapter M of the Code. The 1940 Act contains prohibitions and restrictions relating to transactions between a BDC and its affiliates (including any investment advisers or sub-advisers), principal underwriters and affiliates of those affiliates or underwriters and requires that a majority of the directors be persons other than "interested persons," as that term is defined in the 1940 Act. In addition, the 1940 Act provides that we may not change the nature of our business so as to cease to be, or to withdraw our election as, a BDC unless approved by holders of a majority of our outstanding voting securities.

We may invest up to 100% of our assets in securities acquired directly from issuers in privately negotiated transactions. With respect to such securities, we may, for the purpose of public resale, be deemed an "underwriter" as that term is defined in the Securities Act of 1933, as amended, or the Securities Act. We may purchase or otherwise receive warrants to purchase the common stock of our portfolio companies in connection with acquisition financing or other investments. Similarly, in connection with an acquisition, we may acquire rights to require the issuers of securities we own or their affiliates to repurchase them under certain circumstances. We do not intend to acquire securities issued by any registered investment company that exceed the limits imposed by the 1940 Act. Under these limits, we generally cannot acquire more than 3% of the voting stock of any registered investment company, invest more than 5% of the value of our total assets in the securities of one registered investment company or invest more than 10% of the value of our total assets in the securities of more than one registered investment company. With regard to that portion of our portfolio invested in securities issued by investment companies, it should be noted that such investments might subject our stockholders to additional expenses. We may enter into hedging transactions to manage the risks associated with interest rate and currency fluctuations. None of these policies are fundamental and they may be changed without stockholder approval.

Qualifying Assets

Under the 1940 Act, a BDC may not acquire any asset other than assets of the type listed in Section 55(a) of the 1940 Act, which are referred to as qualifying assets, unless, at the time the acquisition is made, qualifying assets represent at least 70% of the BDC's total assets. The principal categories of qualifying assets relevant to our business are the following:

(1)Securities purchased in transactions not involving any public offering from the issuer of such securities, which issuer (subject to certain limited exceptions) is an eligible portfolio company, or from any person who is, or has been during the preceding 13 months, an affiliated person of an eligible portfolio company,

or from any other person, subject to such rules as may be prescribed by the SEC. An eligible portfolio company is defined under the 1940 Act to include any issuer which:

(a)is organized under the laws of, and has its principal place of business in, the United States;

(b)is not an investment company (other than a small business investment company wholly-owned by the BDC) or a company that would be an investment company but is excluded from the definition of an investment company by Section 3(c) of the 1940 Act; and

(c)satisfies any of the following:

(i)does not have any class of securities listed on a national securities exchange;

(ii)has any class of securities listed on a national securities exchange subject to a maximum market capitalization of $250.0 million; or

(iii)is controlled by a BDC, either alone or as part of a group acting together, and such BDC in fact exercises a controlling influence over the management or policies of such eligible portfolio company and, as a result of such control, has an affiliated person who is a director of such eligible portfolio company.

(2)Securities of any eligible portfolio company which we control.

(3)Securities purchased in a private transaction from a U.S. operating company or from an affiliated person of the issuer, or in transactions incidental thereto, if such issuer is in bankruptcy and subject to reorganization or if the issuer, immediately prior to the purchase of its securities was unable to meet its obligations as they came due without material assistance other than conventional lending or financing arrangements.

(4)Securities of an eligible portfolio company purchased from any person in a private transaction if there is no readily available market for such securities and we already own 60% of the outstanding equity of the eligible portfolio company.

(5)Securities received in exchange for or distributed on or with respect to securities described in (1) through (4) above, or pursuant to the exercise of warrants or rights relating to such securities.

(6)Cash, cash equivalents, U.S. government securities or high-quality debt securities maturing in one year or less from the time of investment.

In addition, a BDC must have been organized and have its principal place of business in the United States and must be operated for the purpose of making investments in the types of securities described in (1), (2) or (3) above.

Managerial Assistance to Portfolio Companies

As a BDC, we are required to make available significant managerial assistance to our portfolio companies that constitute a qualifying asset within the meaning of Section 2(a)(47) of the 1940 Act. However, if a BDC purchases securities in conjunction with one or more other persons acting together, one of the other persons in the group may make available such significant managerial assistance. Making available significant managerial assistance means any arrangement whereby the BDC, through its directors, officers or employees, offers to provide, and, if accepted, does provide, significant guidance and counsel concerning the management, operations or business objectives and policies of a portfolio company. Our Administrator may provide such assistance on our behalf to portfolio companies that request such assistance. Officers of our Investment Adviser and Administrator may provide assistance to controlled affiliates.

Temporary Investments

Pending investments in other types of qualifying assets, as described above, may consist of cash, cash equivalents, U.S. government securities or high-quality debt securities maturing in one year or less from the time of investment, which we refer to, collectively, as temporary investments, so that 70% of our assets are qualifying assets. We may invest in U.S. Treasury bills or in repurchase agreements, provided that such agreements are fully collateralized by cash or securities issued by the U.S. government or its agencies. A repurchase agreement involves the purchase by an investor, such as us, of a specified security and the simultaneous agreement by the seller to repurchase it at an agreed-upon future date and at a price which is greater than the purchase price by an amount that reflects an agreed-upon interest rate. There is no percentage restriction on the proportion of our assets that may be invested in such repurchase agreements. However, if more than 25% of our total assets constitute repurchase agreements from a single counterparty, we would not meet the Diversification Tests, as defined below under "Regulation—Election to be Treated as a RIC," in order to qualify as a RIC for federal income tax purposes. Thus, we do not intend to enter into repurchase agreements with a single counterparty in excess of this limit. Our Investment Adviser will monitor the creditworthiness of the counterparties with which we may enter into repurchase agreement transactions.

Senior Securities

We are permitted, under specified conditions, to issue multiple classes of indebtedness and one class of stock senior to our common stock if our asset coverage, as defined in the 1940 Act and referred to as the asset coverage ratio, is compliant with the 1940 Act, immediately after each such issuance. In addition, while any senior securities remain outstanding, we must make provisions to prohibit any distribution to our stockholders or the repurchase of such securities or shares unless we meet the applicable asset coverage requirement at the time of the distribution or repurchase. We may also borrow amounts up to 5% of the value of our total assets for temporary or emergency purposes without regard to our asset coverage ratio. For a discussion of the risks associated with leverage, see "Risk Factors—Risks Relating to our Business and Structure—Regulations governing our operation as a BDC will affect our ability to, and the way in which we, raise additional capital" for more information.

Joint Code of Ethics and Code of Conduct

We and PennantPark Investment Advisers have adopted a joint code of ethics pursuant to Rule 17j-1 under the 1940 Act and a code of conduct that establish procedures for personal immaterial investments and restricts certain personal securities transactions. Personnel subject to each code may invest in securities for their personal investment accounts, including securities that may be purchased or held by us, so long as such investments are made in accordance with the codes' requirements. Our joint code of ethics and code of conduct are available, free of charge, on our website at *www.pennantpark.com.* In addition, the joint code of ethics is attached as an exhibit to this Report and is available on the EDGAR Database on the SEC's Internet website at *www.sec.gov*.

Proxy Voting Policies and Procedures

We have delegated our proxy voting responsibility to our Investment Adviser. The Proxy Voting Policies and Procedures of our Investment Adviser are set forth below. The guidelines are reviewed periodically by our Investment Adviser and our non-interested directors, and, accordingly, are subject to change. For purposes of these Proxy Voting Policies and Procedures described below, "we," "our" and "us" refer to our Investment Adviser.

Introduction

As an investment adviser registered under the Advisers Act, we have a fiduciary duty to act solely in the best interests of our clients. As part of this duty, we recognize that we must vote client securities in a timely manner free of conflicts of interest and in the best interests of our clients.

These policies and procedures for voting proxies for our investment advisory clients are intended to comply with Section 206 of, and Rule 206(4)-6 under, the Advisers Act.

Proxy Policies

We vote proxies relating to our portfolio securities in what we perceive to be the best interests of our stockholders. We review on a case-by-case basis each proposal submitted to a stockholder vote to determine its impact on the portfolio securities held by our clients. Although we will generally vote against proposals that may have a negative impact on our clients' portfolio securities, we may vote for such a proposal if there exists compelling long-term reasons to do so.

Our proxy voting decisions are made by the senior investment professionals who are responsible for monitoring each of our clients' investments. To ensure that our vote is not the product of a conflict of interest, we require that: (1) anyone involved in the decision making process disclose to our Chief Compliance Officer any potential conflict that he or she is aware of and any contact that he or she has had with any interested party regarding a proxy vote; and (2) employees involved in the decision making process or vote administration are prohibited from revealing how we intend to vote on a proposal in order to reduce any attempted influence from interested parties.

Proxy Voting Records

You may obtain information about how we voted proxies, free of charge, by calling us collect at (786) 297-9500 or by making a written request for proxy voting information to: Richard T. Allorto Jr., Chief Financial Officer and Treasurer, 1691 Michigan Ave, Miami Beach, Florida 33139.

Privacy Protection Principles

We are committed to maintaining the privacy of our stockholders and to safeguarding their non-public personal information. The following information is provided to help you understand what personal information we collect, how we protect that information and why, in certain cases, we may share information with select other parties.

Generally, we do not receive any non-public personal information relating to our stockholders, although certain non-public personal information of our stockholders may become available to us. We do not disclose any non-public personal information about our stockholders or former stockholders to anyone, except as permitted by law or as is necessary in order to service stockholder accounts (for example, to a transfer agent or third party administrator).

We restrict access to non-public personal information about our stockholders to employees of our Investment Adviser and its affiliates with a legitimate business need for the information. We maintain physical, electronic and procedural safeguards designed to protect the non-public personal information of our stockholders.

Our privacy protection policies are available, free of charge, on our website at *www.pennantpark.com*. In addition, the privacy policy is available on the EDGAR Database on the SEC's Internet website at *www.sec.gov*, filed as an exhibit to our annual report on this Form 10-K.

Other

We may also be prohibited under the 1940 Act from knowingly participating in certain transactions with our affiliates without the prior approval of our board of directors, including a majority of our directors who are not interested persons of us, and, in some cases, prior approval by the SEC.

We will be periodically examined by the SEC for compliance with the 1940 Act.

We are required by law to provide and maintain a bond issued by a reputable fidelity insurance company to protect us against larceny and embezzlement. Furthermore, as a BDC, we are prohibited from protecting any director or officer against any liability to us or our stockholders arising from willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of such person's office.

We and PennantPark Investment Advisers have each adopted and implemented written policies and procedures reasonably designed to prevent violation of the federal securities laws. We review these policies and procedures annually for their adequacy and the effectiveness of their implementation, and we designate a Chief Compliance Officer to be responsible for administering the policies and procedures.

Sarbanes-Oxley Act of 2002

The Sarbanes-Oxley Act of 2002, as amended, or the Sarbanes-Oxley Act, imposes several regulatory requirements on publicly held companies and their insiders. Many of these requirements affect us.

For example:

- pursuant to Rule 13a-14 under the Securities Exchange Act of 1934, as amended, or the Exchange Act, our Chief Executive Officer and Chief Financial Officer must certify the accuracy of the financial statements contained in our periodic reports;
- pursuant to Item 307 of Regulation S-K, our periodic reports must disclose our conclusions about the effectiveness of our disclosure controls and procedures;
- pursuant to Rule 13a-15 under the Exchange Act, our management must prepare an annual report regarding its assessment of our internal controls over financial reporting; and
- pursuant to Item 308 of Regulation S-K and Rule 13a-15 of the Exchange Act, our periodic reports must disclose whether there were significant changes in our internal controls over financial reporting or in other factors that could significantly affect these controls subsequent to the date of their evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

The Sarbanes-Oxley Act requires us to review our current policies and procedures to determine whether we comply with the Sarbanes-Oxley Act and the regulations promulgated there-under. We continue to monitor our compliance with all regulations that are adopted under the Sarbanes-Oxley Act and continue to take actions necessary to ensure that we are in compliance with that act.

Election to be Treated as a RIC

We have elected to be treated, and intend to qualify annually to maintain our election to be treated, as a RIC under Subchapter M of the Code. To maintain our RIC tax election, we must, among other requirements, meet certain annual source-of-income and quarterly asset diversification requirements (as described below). We also must annually distribute dividends for U.S. federal income tax purposes to our stockholders of an amount generally at least equal to 90% of the sum of our ordinary income and realized net short-term capital gains in excess of realized net long-term capital losses, or investment company taxable income, and determined without regard to any deduction for dividends paid, out of the assets legally available for distribution, or the Annual Distribution Requirement.

In order to qualify as a RIC for federal income tax purposes, we must:

- maintain an election to be treated as a BDC under the 1940 Act at all times during each taxable year;
- derive in each taxable year at least 90% of our gross income from dividends, interest, payments with respect to certain securities loans, gains from the sale of stock or other securities, net income from certain qualified publicly traded partnerships or other income derived with respect to our business of investing in such stock or securities, or the 90% Income Test; and
- diversify our holdings, or the Diversification Tests, so that at the end of each quarter of the taxable year:

    1)at least 50% of the value of our assets consists of cash, cash equivalents, U.S. government securities, securities of other RICs, and other securities if such other securities of any one issuer neither represents more than 5% of the value of our assets nor more than 10% of the outstanding voting securities of the issuer; and

    2)no more than 25% of the value of our assets is invested in the securities, other than U.S. government securities or securities of other RICs, of one issuer or of two or more issuers that are controlled, as determined under applicable tax rules, by us and that are engaged in the same or similar or related trades or businesses or in certain qualified publicly traded partnerships.

Although not required for us to maintain our RIC tax status, in order to preclude the imposition of a 4% nondeductible federal excise tax imposed on RICs, we must distribute dividends for U.S. federal income tax purposes to our stockholders in respect of each calendar year of an amount at least equal to the sum of (1) 98% of our net ordinary income (subject to certain deferrals and elections) for the calendar year, (2) 98.2% of the excess, if any, of our capital gains over our capital losses, or capital gain net income (adjusted for certain ordinary losses) for the one-year period ending on October 31 of the calendar year plus (3) the sum of any net ordinary income plus capital gain net income for preceding years that was not distributed during such years and on which we did not incur any federal income tax, or the Excise Tax Avoidance Requirement. In addition, although we may distribute realized net capital gains (i.e., net long-term capital gains in excess of net short-term capital losses), if any, at least annually, out of the assets legally available for such distributions in the manner described above, we have retained and may continue to retain such net capital gains or investment company taxable income, subject to maintaining our ability to be taxed as a RIC, in order to provide us with additional liquidity.

While we intend to make sufficient distributions each taxable year to avoid incurring any material U.S. federal excise tax on our earnings, we may not be able to, or may choose not to, distribute amounts sufficient to avoid the imposition of the tax entirely. In that event, we generally will be liable for the excise tax only on the amount by which we do not meet the Excise Tax Avoidance Requirement. Under certain circumstances, however, we may, in our sole discretion, determine that it is in our best interests to retain a portion of our income or capital gains rather than distribute such amount as dividends and accordingly cause us to bear the excise tax burden associated therewith.

We may invest in partnerships which may result in our being subject to additional state, local or foreign income, franchise or other tax liabilities. In addition, some of the income and fees that we may recognize will not satisfy the 90% Income Test. In order to mitigate the risk that such income and fees would disqualify us as a RIC as a result of a failure to satisfy the 90% Income Test, we may be required to recognize such income and fees indirectly through the Taxable Subsidiary, which is classified as a corporation for U.S. federal income tax purposes. The Taxable Subsidiary generally will be subject to corporate income taxes on its earnings, which ultimately will reduce our return on such income and fees.

Taxation as a RIC

If we qualify as a RIC, and satisfy the Annual Distribution Requirement, then we will not be subject to federal income tax on the portion of our investment company taxable income and net capital gains, determined without regard to any deduction for dividends paid, we distribute (or are deemed to distribute) as dividends for U.S. federal income tax purposes to stockholders. Additionally, upon satisfying these requirements, we will be subject to U.S. federal income tax at the regular corporate rates on any investment company taxable income or net capital gains, determined without regard to any deduction for dividends paid, that is not distributed (or not deemed to have been distributed) as dividends for U.S. federal income tax purposes to our stockholders.

We may be required to recognize taxable income in circumstances in which we do not receive cash. For example, if we hold a debt instrument that is treated under applicable tax rules as having OID (such as debt instruments with PIK interest or, in certain cases, increasing interest rates or issued with warrants), we must include in income each taxable year a portion of the OID that accrues over the life of the debt instrument, regardless of whether cash representing such income is received by us in the same taxable year. Because any OID accrued will be included in our investment company taxable income in the taxable year of accrual, we may be required to make a distribution to our stockholders in order to satisfy the Annual Distribution Requirement, even though we will not have received any corresponding cash amount.

We invest in below investment grade instruments. Investments in these types of instruments may present special tax issues for us. U.S. federal income tax rules are not entirely clear about issues such as when we may cease to accrue interest, OID or market discount, when and to what extent deductions may be taken for bad debts or worthless debt instruments, how payments received on obligations in default should be allocated between principal and income and whether exchanges of debt instruments in a bankruptcy or workout context are taxable. We will address these and other issues to the extent necessary in order to continue to maintain our qualification to be subject to tax as a RIC.

Gain or loss realized by us from equity securities and warrants acquired by us, as well as any loss attributable to the lapse of such warrants, generally will be treated as capital gain or loss. Such gain or loss generally will be long-term or short-term, depending on how long we held a particular warrant.

We are authorized to borrow funds and to sell assets in order to satisfy our Annual Distribution Requirement or the Excise Tax Avoidance Requirement. However, under the 1940 Act, we are not permitted to make distributions to our stockholders while our debt instruments and other senior securities are outstanding unless certain asset coverage requirements are met. Moreover, our ability to dispose of assets to meet our distribution requirements may be limited by (1) the illiquid nature of our portfolio and/or (2) other requirements relating to our status as a RIC, including the Diversification Tests. If we dispose of assets in order to meet the Annual Distribution Requirement or the Excise Tax Avoidance Requirement, we may make such dispositions at times that, from an investment standpoint, are not advantageous.

We may distribute our common stock as a dividend from our taxable income and a stockholder could receive a portion of such distributions declared and distributed by us in shares of our common stock with the remaining amount in cash. A stockholder will be considered to have recognized dividend income generally equal to the fair market value of the stock paid by us plus cash received with respect to such dividend. The total dividend declared and distributed by us would be taxable income to a

stockholder even though only a small portion of the dividend was paid in cash to pay any taxes due on the total dividend. We have not yet elected to distribute stock as a dividend but reserve the right to do so.

Failure to Qualify as a RIC

If we fail to satisfy the Annual Distribution Requirement or fail to qualify as a RIC in any taxable year, unless certain cure provisions of the Code apply, we will be subject to tax in that taxable year on all of our taxable income at regular corporate rates, regardless of whether we make any dividend distributions to our stockholders. In that case, all of our income will be subject to corporate-level federal income tax, reducing the amount available to be distributed to our stockholders. In contrast, assuming we qualify as a RIC, our corporate-level federal income tax should be substantially reduced or eliminated. See "Election to be Treated as a RIC" above for more information.

If we are unable to maintain our status as a RIC, we also would not be able to deduct distributions to stockholders, nor would distributions be required to be made. Distributions would generally be taxable as dividends to our stockholders to the extent of our current and accumulated earnings and profits. Subject to certain limitations under the Code, U.S. non-corporate stockholders generally would be eligible to treat such dividends as "qualified dividend income," which generally would be subject to reduced rates of U.S. federal income tax, and dividends paid by us to certain U.S. corporate stockholders would be eligible for the dividends received deduction. Distributions in excess of our current and accumulated earnings and profits would be treated first as a return of capital to the extent of the stockholder's tax basis in our common stock, and any remaining distributions would be treated as a capital gain. Moreover, if we fail to qualify as a RIC in any taxable year, to qualify again to be treated as a RIC for federal income tax purposes in a subsequent taxable year, we would be required to distribute our earnings and profits attributable to any of our non-RIC taxable years as dividends to our stockholders. In addition, if we fail to qualify as a RIC for a period greater than two consecutive taxable years, to qualify as a RIC in a subsequent taxable year we may be subject to regular corporate tax on any net built-in gains with respect to certain of our assets (that is, the excess of the aggregate gains, including items of income, over aggregate losses that would have been realized with respect to such assets if we had sold the property at fair market value at the end of the taxable year) that we elect to recognize on requalification or when recognized over the next five taxable years.

Item 1A. Risk Factors

Before you invest in our securities, you should be aware of various risks, including those described below. You should carefully consider these risk factors, together with all of the other information included in this Report, before you decide whether to make an investment in our securities. The risks set out below are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may have a material adverse effect on our business, financial condition and/or operating results. If any of the following events occur, our business, financial condition and results of operations could be materially adversely affected. In such case, our NAV, the trading price of our common stock, or any securities we may issue, may decline, and an investor may lose all or part of an investment.

RISKS RELATING TO OUR BUSINESS AND STRUCTURE

We are subject to various covenants under Funding I's Credit Facility which, if not complied with, could result in reduced availability and/or mandatory prepayments under Funding I's Credit Facility, our 2026 Notes, our 2036-R Asset-Backed Debt, our 2036 Asset-Backed Debt, and our 2037 Asset-Backed Debt.

In addition to the asset coverage ratio requirements, the Credit Facility contains various covenants applicable to Funding I, which restricts our ability to borrow funds, and, the indenture governing our 2026 Notes, the indenture governing our 2036-R Asset-Backed Debt, the indenture governing our 2036 Asset-Backed Debt, and the indenture governing our 2037 Asset-Backed Debt contain various covenants which, if not complied with, could accelerate repayment of the 2026 Notes, the 2036-R Asset-Backed Debt, the 2036 Asset-Backed Debt, and 2037 Asset-Backed Debt, respectively. For example, the Credit Facility's income coverage covenant, or test, requires us to maintain a ratio whereby the aggregate amount of interest received on the portfolio loans must equal at least 125% of the interest payable in respect to the Lenders and other parties. Failure to satisfy the various covenants under the Credit Facility could accelerate repayment under the Credit Facility or otherwise prevent us from receiving distributions under the payment waterfall. This could materially and adversely affect our liquidity, financial condition and results of operations. Funding I's borrowings under the Credit Facility are collateralized by the assets in Funding I's investment portfolio. The agreements governing the Credit Facility require Funding I to comply with certain financial and operational covenants. These covenants include:

- A requirement to retain our status as a RIC;
- A requirement to maintain a minimum amount of stockholders' equity; and
- A requirement that our outstanding borrowings under the Credit Facility not exceed a certain percentage of the value of our portfolio.

Our continued compliance with these covenants depends on many factors, some of which are beyond our control. A material decrease in our NAV in connection with additional borrowings could result in an inability to comply with our obligation to restrict the level of indebtedness that we are able to incur in relation to the value of our assets or to maintain a minimum level of stockholders' equity in Funding I or to result in the ability of the trustee and our note holders to accelerate amounts due under the indenture governing our 2026 Notes or the indenture governing our 2036-R Asset-Backed Debt, 2036 Asset-Backed Debt, or 2037 Asset-Backed Debt. This could have a material adverse effect on our operations, as it would reduce availability under the Credit Facility and could trigger mandatory prepayment obligations under the terms of the Credit Facility.

We operate in a highly competitive market for investment opportunities.

A number of entities compete with us to make the types of investments that we make in middle-market companies. We compete with public and private funds, including other BDCs, commercial and investment banks, commercial financing companies, CLO funds and, to the extent they provide an alternative form of financing, private equity funds. Additionally, alternative investment vehicles, such as hedge funds, also invest in middle-market companies. As a result, competition for investment opportunities at middle-market companies can be intense. Many of our potential competitors are substantially larger and have considerably greater financial, technical and marketing resources than we do. For example, we believe some competitors have a lower cost of funds and access to funding sources that are not available to us. In addition, some of our competitors have higher risk tolerances or different risk assessments, which could allow them to consider a wider variety of investments and establish more relationships than us. Furthermore, many of our competitors are not subject to the regulatory restrictions that the 1940 Act imposes on us as a BDC. We cannot assure you that the competitive pressures we face will not have a material adverse effect on our business, financial condition and results of operations. Also, as a result of this competition, we may not be able to take advantage of attractive investment opportunities from time to time, and we can offer no assurance that we will be able to identify and make investments that are consistent with our investment objectives.

Participants in our industry compete on several factors, including price, flexibility in transaction structuring, customer service, reputation, market knowledge and speed in decision-making. We do not seek to compete primarily based on the interest rates we offer, and we believe that some of our competitors may make loans with interest rates that are lower than the rates we offer. We may lose investment opportunities if we do not match our competitors' pricing, terms and structure. However, if we match our competitors' pricing, terms and structure, we may experience decreased net interest income and increased risk of credit loss.

Our borrowers may default on their payments, which may have a materially negative effect on our financial performance.

Our primary business exposes us to credit risk, and the quality of our portfolio has a significant impact on our earnings. Credit risk is a component of our fair valuation of our portfolio companies. Negative credit events will lead to a decrease in the fair value of our portfolio companies.

In addition, market conditions have affected consumer confidence levels, which may harm the business of our portfolio companies and result in adverse changes in payment patterns. Increased delinquencies and default rates would negatively impact our results of operations. Deterioration in the credit quality of our portfolio could have a material adverse effect on our business, financial condition and results of operations. If interest rates rise, some of our portfolio companies may not be able to pay the escalating interest on our loans and may default.

We make long-term loans and debt investments, which may involve a high degree of repayment risk. Our investments with a deferred interest feature, such as OID income and PIK interest, could represent a higher credit risk than investments that must pay interest in full in cash on a regular basis. We invest in companies that may have limited financial resources, typically are highly leveraged and may be unable to obtain financing from traditional sources. Accordingly, a general economic downturn or severe tightening in the credit markets could materially impact the ability of our borrowers to repay their loans, which could significantly damage our business. Numerous other factors may affect a borrower's ability to repay its loan, including the failure to meet its business plan or a downturn in its industry. A portfolio company's failure to satisfy financial or operating covenants imposed by us or other lenders could lead to defaults and, potentially, termination of its loans or foreclosure on the secured assets. This could trigger cross-defaults under other agreements and jeopardize our portfolio company's ability to meet its obligations under the loans or debt securities that we hold. In addition, our portfolio companies may have, or may be permitted to incur, other debt that ranks senior to or equally with our securities. This means that payments on such senior-ranking securities may have to be made before we receive any payments on our subordinated loans or debt securities. Deterioration in a borrower's financial condition and prospects may be accompanied by deterioration in any related collateral and may adversely affect our financial condition and results of operations.

Any unrealized losses we experience on our investment portfolio may be an indication of future realized losses, which could reduce our income available for distribution.

As a BDC, we are required to carry our investments at fair value, which is derived from a market value or, if no market value is ascertainable or if market value does not reflect the fair value of such investment in the bona fide determination of our board of directors, then we would carry our investments at fair value as determined in good faith by or under the direction of our board of directors. Decreases in the market values or fair values of our investments are recorded as unrealized depreciation or loss. Unrealized losses of any given portfolio company could be an indication of such company's inability in the future to meet its repayment obligations to us.

If the fair value of our portfolio companies reflects unrealized losses that are subsequently realized, we could experience reductions of our income available for distribution in future periods that could materially harm our results of operations and cause a material decline in the value of our publicly traded common stock.

We are dependent upon our Investment Adviser's key personnel for our future success, and if our Investment Adviser is unable to hire and retain qualified personnel or if our Investment Adviser loses any member of its management team, our ability to achieve our investment objectives could be significantly harmed.

We depend on the diligence, skill and network of business contacts of the senior investment professionals of our Investment Adviser for our future success. We also depend, to a significant extent, on PennantPark Investment Advisers' access to the investment information and deal flow generated by these senior investment professionals and any others that may be hired by PennantPark Investment Advisers. Subject to the overall supervision of our board of directors, the managers of our Investment Adviser evaluate, negotiate, structure, close and monitor our investments. Our future success depends on the continued service of management personnel of our Investment Adviser. The departure of managers of PennantPark Investment Advisers could have a material adverse effect on our ability to achieve our investment objectives. In addition, we can offer no assurance that PennantPark Investment Advisers will remain our Investment Adviser. The Investment Adviser has the right, under the Investment Management Agreement, to resign at any time upon 60 days' written notice, whether we have found a replacement or not.

If our Investment Management Agreement is terminated, our costs under new agreements that we enter into may increase. In addition, we will likely incur significant time and expense in locating alternative parties to provide the services we expect to receive under our Investment Management Agreement. Any new investment management agreement would also be subject to approval by our stockholders.

We are exposed to risks associated with changes in interest rates that may affect our cost of capital and net investment income.

Since we borrow money to make investments, our net investment income depends, in part, upon the difference between the rate at which we borrow funds and the rate at which we invest those funds. As a result, we can offer no assurance that a significant change in market interest rates will not have a material adverse effect on our net investment income. In periods of rising interest rates, our cost of funds will increase and the interest rate on investments with an interest rate floor will not increase until interest rates exceed the applicable floor, which will reduce our net investment income. We may use interest rate risk management techniques, such as total return swaps and interest rate swaps, in an effort to limit our exposure to interest rate fluctuations. These techniques may include various interest rate hedging activities to the extent permitted by the 1940 Act and applicable commodities laws. These activities may limit our ability to participate in the benefits of lower interest rates with respect to the hedged portfolio. Adverse developments resulting from changes in interest rates or hedging transactions could have a material adverse effect on our business, financial condition and results of operations. Also, we have limited experience in entering into hedging transactions and we will initially have to purchase or develop such expertise, which may diminish the actual benefits of any hedging strategy we employ. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Quantitative and Qualitative Disclosures about Market Risk" for more information.

A rise in the general level of interest rates can be expected to lead to higher interest rates applicable to our debt investments once the interest rate exceeds the applicable floor. Accordingly, an increase in interest rates would make it easier for us to meet or exceed the incentive fee hurdle and may result in a substantial increase of the amount of incentive fees payable to our Investment Adviser with respect to Pre-Incentive Fee Net Investment Income.

General interest rate fluctuations may have a substantial negative impact on our investments, the value of our common stock and our rate of return on invested capital. A reduction in interest rates may result in both lower interest rates on new investments and higher repayments on current investments with higher interest rates, which may have an adverse impact on our net investment income. An increase in interest rates could decrease the value of any investments we hold which earn fixed interest rates or are subject to interest rate floors and also could increase our interest expense on the Credit Facility, thereby decreasing our net investment income. Also, an increase in interest rates available to investors could make an investment in our common stock less attractive if we are not able to increase our dividend rate, which could reduce the value of our common stock.

If general interest rates rise, there is a risk that the portfolio companies in which we hold floating rate securities will be unable to pay escalating interest amounts, which could result in a default under their loan documents with us. Rising interest rates could also cause portfolio companies to shift cash from other productive uses to the payment of interest, which may have a material adverse effect on their business and operations and could, over time, lead to increased defaults. In addition, rising interest rates may increase pressure on us to provide fixed rate loans to our portfolio companies, which could adversely affect our net investment income, as any increases in our cost of borrowed funds would not be accompanied by increased interest income from such fixed-rate investments.

Our financial condition and results of operation depend on our ability to manage future growth effectively.

Our ability to achieve our investment objectives depends on our ability to grow, which depends, in turn, on our Investment Adviser's ability to identify, invest in and monitor companies that meet our investment selection criteria. Accomplishing this result on a cost-effective basis is largely a function of our Investment Adviser's structuring of the investment process, its ability to provide competent, attentive and efficient services to us and our access to financing on acceptable terms. The management team of PennantPark Investment Advisers has substantial responsibilities under our Investment Management Agreement. In order for us to grow, our Investment Adviser will need to hire, train, supervise and manage new employees. However, we can offer no assurance that any current or future employees will contribute effectively to the work of, or remain associated with, the Investment Adviser. We caution you that the principals of our Investment Adviser or Administrator may also be called upon to provide and currently do provide significant managerial assistance to portfolio companies and other investment vehicles, including other BDCs, which are managed by the Investment Adviser. Such demands on their time may distract them or slow our rate of investment. Any failure to manage our future growth effectively could have a material adverse effect on our business, financial condition and results of operations.

We are highly dependent on information systems and systems failures could have a material adverse effect on our business, financial condition and results of operations.

Our business depends on the communications and information systems, including financial and accounting systems, of the Investment Adviser, the Administrator and our external service providers. Any failure or interruption of such systems could cause delays or other problems in our activities. This, in turn, could have a material adverse effect on our business, financial condition and results of operations.

If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results or prevent fraud. As a result, stockholders could lose confidence in our financial and other public reporting, which would harm our business and the trading price of our common stock.

Effective internal controls over financial reporting are necessary for us to provide reliable financial reports and, together with adequate disclosure controls and procedures, are designed to prevent fraud. Any failure to implement required new or improved controls, or difficulties encountered in their implementation could cause us to fail to meet our reporting obligations. In addition, any testing by us conducted in connection with Section 404 of the Sarbanes-Oxley Act of 2002, or the subsequent testing by our independent registered public accounting firm (when undertaken, as noted below), may reveal deficiencies in our internal controls over financial reporting that are deemed to be significant deficiencies, material weaknesses or that may require prospective or retroactive changes to our consolidated financial statements or identify other areas for further attention or improvement. We have identified material weaknesses in our internal controls over financial reporting and may identify other material weaknesses or significant deficiencies in the future. Inferior internal controls could also cause investors and lenders to lose confidence in our reported financial information, which could have a negative effect on the trading price of our common stock.

We have identified material weaknesses in our internal controls over financial reporting. If we fail to remediate these material weaknesses, our ability to report our financial condition and results of operations accurately and on a timely basis could be adversely affected.

We have identified material weaknesses in our internal controls over financial reporting, and management has determined that, as of September 30, 2025, we do not maintain effective internal control over financial reporting. These material weaknesses and our remediation efforts are described in Management's Report on Internal Control Over Financial Reporting, which appears on page 62 of this Form 10-K. We cannot assure you that we will adequately remediate the material weaknesses or that additional material weaknesses in our internal controls will not be identified in the future. Any failure to maintain or implement required new or improved controls, or any difficulties we encounter in their implementation, could result in additional material weaknesses, or could result in material misstatements in our financial statements. These misstatements could result in restatements of our financial statements, cause us to fail to meet our reporting obligations or cause investors to lose confidence in our reported financial information.

We are in the process of remediating the identified material weaknesses in our internal controls, but we are unable at this time to estimate when the remediation effort will be completed. If we fail to remediate these material weaknesses, there will continue to be an increased risk that our future financial statements could contain errors that will be undetected. Further and continued determinations that there are material weaknesses in the effectiveness of our internal controls could impact the operations of our business including our ability to obtain financing, the cost of any financing we obtain or require additional expenditures of resources to comply with applicable requirements.

We may not replicate the historical performance of other investment companies and funds with which our senior and other investment professionals have been or are affiliated.

The 1940 Act imposes numerous constraints on the investment activities of BDCs. For example, BDCs are required to invest at least 70% of their total assets primarily in securities of U.S. private companies or thinly traded public companies (i.e., public companies with a market capitalization of less than $250 million), cash, cash equivalents, U.S. government securities and high-quality debt investments that mature in one year or less. These constraints may hinder the Investment Adviser's ability to take advantage of attractive investment opportunities and to achieve our investment objectives. In addition, the investment philosophy and techniques used by the Investment Adviser may differ from those used by other investment companies and funds advised by the Investment Adviser. Accordingly, we can offer no assurance that we will replicate the historical performance of other investment companies and funds with which our senior and other investment professionals have been affiliated, and we caution that our investment returns could be substantially lower than the returns achieved by such other companies.

Any failure on our part to maintain our status as a BDC would reduce our operating flexibility.

If we do not remain a BDC, we might be regulated as a closed-end investment company under the 1940 Act, which would subject us to substantially more regulatory restrictions under the 1940 Act and correspondingly decrease our operating flexibility, which could have a material adverse effect on our business, financial condition and results of operations.

Loss of RIC tax status would substantially reduce our net assets and income available for debt service and distributions.

We have operated and continue to operate so as to maintain our election to be treated as a RIC under Subchapter M of the Code. If we meet the 90% Income Test, the Diversification Tests, and the Annual Distribution Requirement, we generally will not be subject to corporate-level income taxation on income we timely distribute, or are deemed to distribute, as dividends for U.S. federal income tax purposes to our stockholders. We would cease to qualify for such tax treatment if we were unable to comply with these requirements. In addition, we may have difficulty meeting our Annual Distribution Requirement to our stockholders because, in certain cases, we may recognize income before or without receiving cash representing such income. If we fail to qualify as a RIC, we will have to pay corporate-level taxes on all of our income whether or not we distribute it, which would substantially reduce the amount of income available for debt service as well as reduce and/or affect the character and amount of our distributions to our stockholders. Even if we qualify as a RIC, we generally will be subject to a 4% nondeductible excise tax if we do not distribute to our stockholders in respect of each calendar year an amount at least equal to the Excise Tax Avoidance Requirement.

We may have difficulty paying our Annual Distribution Requirement if we recognize income before or without receiving cash representing such income.

For federal income tax purposes, we include in income certain amounts that we have not yet received in cash, such as OID and PIK interest, which represents interest added to the loan balance and due at the end of the loan term. OID, which could be significant relative to our overall investment assets, and increases in loan balances as a result of PIK interest will be included in income before we receive any corresponding cash payments. We also may be required to include in income certain other amounts that we will not receive in cash, such as amounts attributable to foreign currency transactions. Our investments with a deferred interest feature, such as PIK interest, may represent a higher credit risk than loans for which interest must be paid in full in cash on a regular basis. For example, even if the accounting conditions for income accrual are met, the borrower could still default when our actual collection is scheduled to occur upon maturity of the obligation.

The part of the incentive fee payable by us that relates to our net investment income is computed and paid on income that may include interest that has been accrued but not yet received in cash. If a portfolio company defaults on a loan that is structured to provide PIK or OID interest, it is possible that accrued interest previously used in the calculation of the incentive fee will become uncollectible.

If we are unable to satisfy the Annual Distribution Requirement, we may have to sell some of our investments at times or prices we would not consider advantageous, or raise additional debt or equity capital or reduce new investment originations to meet these distribution requirements, which could have a material adverse effect on our business, financial condition and results of operations. If we are not able to obtain cash from other sources, we may lose our ability to be subject to tax as a RIC and thus be subject to corporate-level income tax.

Legislation enacted in 2018 allows us to incur additional leverage.

A BDC has historically been able to issue "senior securities," including borrowing money from banks or other financial institutions, only in amounts such that its asset coverage, as defined in Section 61(a)(2) of the 1940 Act, equals at least 200% after such incurrence or issuance. In March 2018, the Consolidated Appropriations Act of 2018 (which includes the SBCAA) was enacted which amended the 1940 Act to decrease this percentage from 200% (i.e., $1 of debt outstanding for each $1 of equity) to 150% (i.e., $2 of debt outstanding for each $1 of equity) for a BDC that has received either stockholder approval or approval of a "required majority" (as defined in Section 57(o) of the 1940 Act) of its board of directors of the application of such lower asset coverage ratio to the BDC. On April 5, 2018, our board of directors approved such reduction. As such, we are able to incur additional indebtedness so long as we comply with the applicable disclosure requirement, which may increase the risk of investing in us. Under the 200% minimum asset coverage ratio, we were permitted to borrow up to one dollar for investment purposes for every one dollar of investor equity and, under the 150% minimum asset coverage ratio, we are permitted to borrow up to two dollars for investment purposes for every one dollar of investor equity. In other words, Section 61(a)(2) of the 1940 Act permits BDCs to potentially increase their debt-to-equity ratio from a maximum of 1-to-1 to a maximum of 2-to-1.

In addition, since our base management fee is determined and payable based upon our average adjusted gross assets, which includes any borrowings for investment purposes, our base management fee expense may increase if we incur additional leverage.

Because we intend to distribute substantially all of our income to our stockholders to maintain our ability to be subject to tax as a RIC, we may need to raise additional capital to finance our growth. If funds are not available to us, we may need to curtail new investments, and our common stock value could decline.

In connection with satisfying the requirements to be subject to tax as a RIC for federal income tax purposes, we intend to distribute to our stockholders substantially all of our investment company taxable income and net capital gains each taxable year. However, we may retain all or a portion of our net capital gains and incur applicable income taxes with respect thereto and elect to treat such retained net capital gains as deemed dividend distributions to our stockholders.

As noted above, on April 5, 2018, our board of directors, including a "required majority" (as such term is defined in Section 57(o) of the 1940 Act), approved a reduction of our asset coverage ratio from 200% to 150%. The asset coverage requirement applicable to us for senior securities was reduced from 200% (i.e., $1 of debt outstanding for each $1 of equity) to 150% (i.e., $2 of debt outstanding for each $1 of equity). If we incur additional indebtedness under this provision, the risk of investing in us will increase. If the value of our assets declines, we may be unable to satisfy this asset coverage test. If that happens, we may be required to sell a portion of our investments or sell additional common stock and, depending on the nature of our leverage, to repay a portion of our indebtedness at a time when such sales and repayments may be disadvantageous. In addition, the issuance of additional securities could dilute the percentage ownership of our current stockholders in us.

We are partially dependent on our subsidiary Funding I for cash distributions to enable us to meet the distribution requirements in order to permit us to be subject to tax as a RIC. In this regard, Funding I is limited by its covenants from making certain distributions to us that may be necessary to fulfill our requirements to be subject to tax as a RIC. In such case, we would need to request a waiver of these covenants' restrictions for Funding I to make certain distributions to enable us to be subject to tax as a RIC. We cannot assure you that Funding I will be granted such a waiver, and if Funding I is unable to obtain a waiver, compliance with the covenants may cause us to incur a corporate-level income tax.

Regulations governing our operation as a BDC will affect our ability to, and the way in which we, raise additional capital.

Our business requires a substantial amount of capital. We may acquire additional capital from the issuance of additional senior securities or other indebtedness, the issuance of additional shares of our common stock, the issuance of warrants or subscription rights to purchase certain of our securities, or from securitization transactions. However, we may not be able to raise additional capital in the future on favorable terms or at all. We may issue debt securities or preferred securities, which we refer to collectively as "senior securities," and we may borrow money from banks, or other financial institutions, up to the maximum amount permitted by the 1940 Act. Under the 1940 Act, the asset coverage ratio requirements permit us to issue senior securities or incur indebtedness subject to certain limitations. Our ability to pay distributions or issue additional senior securities would be restricted if our asset coverage ratio was not met. If the value of our assets declines, we may be unable to satisfy the asset coverage ratio. If that happens, we may be required to liquidate a portion of our investments and repay a portion of our indebtedness at a time when such sales may be disadvantageous, which could materially harm our business, financial condition and results of operations.

- ***Senior Securities.*** As a result of issuing senior securities, including our 2026 Notes, we are exposed to typical risks associated with leverage, including an increased risk of loss. If we issue preferred securities, they would rank "senior" to common stock in our capital structure. Preferred stockholders would have separate voting rights and may have rights, preferences or privileges more favorable than those of holders of our common stock. Furthermore, the issuance of preferred securities could have the adverse effect of delaying, deferring or preventing a transaction or a change of control that might involve a premium price for our common stockholders or otherwise be in your best interest. Our senior securities may include conversion features that cause them to bear risks more closely associated with an investment in our common stock.

- ***Additional Common Stock.*** Our board of directors may decide to issue common stock to finance our operations rather than issuing debt or other senior securities. As a BDC, we are generally not able to issue our common stock at a price below NAV per share without first obtaining certain approvals from our stockholders and our board of directors. Also, subject to the requirements of the 1940 Act, we may issue rights to acquire our common stock at a price below the current NAV per share of the common stock if our board of directors determines that such sale is in our best interests and the best interests of our common stockholders. In any such case, the price at which our securities are to be issued and sold may not be less than a price that, in the determination of our board of directors, closely approximates the market value of such securities. However, when required to be undertaken, the procedures used by the board of directors to determine the NAV per share of our common stock within 48 hours of each offering of our common stock may differ materially from and will necessarily be more abbreviated than the procedures used by the board of directors to determine the NAV per share of our common stock at the end of each quarter because there is an extensive process each quarter to determine the NAV per share of our common stock which cannot be completed in 48 hours. The quarterly process includes preliminary valuation conclusions, engagement of independent valuation firms and review by those firms of preliminary valuation conclusions. By contrast, the procedures in connection with an offering may yield a NAV that is less precise than the NAV determined at the end of each quarter. We will not offer transferable subscription rights to our stockholders at a price equivalent to less than the then current NAV per share of common stock, excluding underwriting commissions, unless we first file a post-effective amendment that is declared effective by the SEC with respect to such issuance and the common stock to be purchased in connection with such rights represents no more than one-third of our outstanding common stock at the time such rights are issued. In addition, for us to file a post-effective amendment to a registration statement on Form N-2, we must then be qualified to register our securities under the requirements of Form S-3. We may actually issue shares above or below a future NAV. If we raise additional funds by issuing more common stock or warrants or senior securities convertible into, or exchangeable for, our common stock, the percentage ownership of our common stockholders at that time would decrease, and our common stockholders would experience voting dilution.

•***Securitization.*** As a result of the completion of the Debt Securitization, we are exposed to typical risks associated with the securitization of loans to generate cash for funding new investments. As applicable accounting pronouncements and SEC staff guidance requires us to consolidate the Securitization Issuers' financial statements with our financial statements, any debt issued by the Securitization Issuers would be generally treated as if it were issued by us for purposes of the asset coverage ratio applicable to us. We retain all of the equity in the Securitization Issuers and our retained equity would be exposed to any losses on the portfolio of loans before any of the debt securities would be exposed to such losses. Accordingly, if the pool of loans experienced a low level of losses due to defaults, we would earn an incremental amount of income on our retained equity but we would be exposed, up to the amount of equity we retained, to that proportion of any losses we would have experienced if we had continued to hold the loans in our portfolio.

We currently use borrowed funds to make investments and are exposed to the typical risks associated with leverage.

Because we borrow funds to make investments, we are exposed to increased risk of loss due to our use of debt to make investments. A decrease in the value of our investments will have a greater negative impact on the NAV attributable to our common stock than it would if we did not use debt. Our ability to pay distributions may be restricted when our asset coverage ratio is not met and any cash that we use to service our indebtedness is not available for distribution to our common stockholders.

Our current debt is governed by the terms of the Credit Facility, the indenture governing our 2026 Notes, the indenture governing the 2036-R Asset-Backed Debt, the indenture governing the 2036 Asset-Backed Debt, the indenture governing the 2037 Asset-Backed Debt, and future debt may be governed by an indenture or other instrument containing covenants restricting our operating flexibility. We, and indirectly our stockholders, bear the cost of issuing and servicing debt. Any convertible or exchangeable securities that we issue in the future may have rights, preferences and privileges more favorable than those of our common stock and may also carry leverage related risks. Leverage magnifies the potential risks for loss and the risks of investing in us, both as detailed below.

If we incur additional debt, it could increase the risk of investing in our shares.

We have indebtedness outstanding pursuant to the Credit Facility, 2026 Notes, the 2036-R Asset-Backed Debt, the 2036 Asset-Backed Debt, and the 2037 Asset-Backed Debt, and expect in the future to borrow additional amounts under the Credit Facility or otherwise, subject to market availability, and, may increase the size of the Credit Facility. We cannot assure you that our leverage will remain at current levels. The amount of leverage that we employ will depend upon our assessment of the market and other factors at the time of any proposed borrowing. Lenders have fixed dollar claims on our assets that are superior to the claims of our common stockholders or preferred stockholders, if any, and we have granted a security interest in Funding I's assets in connection with the Credit Facility borrowings. In the case of a liquidation event, those lenders would receive proceeds before our stockholders. Any future debt issuance will increase our leverage and may be subordinate to the Credit Facility. In addition, borrowings or debt issuances, also known as leverage, magnify the potential for loss or gain on amounts invested and, therefore, increase the risks associated with investing in our securities. Leverage is generally considered a speculative investment technique. If the value of our assets decreases, then the use of leverage would cause the NAV attributable to our common stock to decline more than it otherwise would have had we not utilized leverage. Similarly, any decrease in our revenue would cause our net income to decline more than it would have had we not borrowed funds and could negatively affect our ability to make distributions on our common or preferred stock. Our ability to service any debt that we incur depends largely on our financial performance and is subject to prevailing economic conditions and competitive pressures.

As noted above, on April 5, 2018, our board of directors, including a "required majority" (as such term is defined in Section 57(o) of the 1940 Act), and our stockholders, respectively, approved a reduction of our asset coverage ratio. As a result, the asset coverage requirement applicable to us for senior securities was reduced from 200% to 150%, so long as we comply with the applicable disclosure requirements, which may increase the risk of investing in us.

As of September 30, 2025 and 2024, our asset coverage ratio, as computed in accordance with the 1940 Act, was 160% and 174%, respectively. Since our leverage was 166% and 135% of our net assets as of September 30, 2025 and 2024, respectively, we would have to receive an annual return of at least 3.8% and 4.0%, respectively, to cover annual interest payments.

As of September 30, 2025, we had outstanding borrowings of $683.9 million under the Credit Facility, $185.0 million outstanding under our 2026 Notes, $266.0 million outstanding under the 2036-R Asset-Backed Debt, $287.0 million outstanding under the 2036 Asset-Backed Debt, and $361.0 million outstanding under the 2037 Asset-Backed Debt. Our consolidated debt outstanding was $1,782.9 million and had a weighted average annual interest rate at the time of 6.1%, exclusive of the fees on the undrawn commitment on the Credit Facility. This example is for illustrative purposes only, and actual interest rates on the Credit Facility or any future borrowings are likely to fluctuate. The costs associated with our borrowings, including any increase in the management fee or incentive fee payable to our Investment Adviser, are and will be borne by our stockholders.

The following table is designed to illustrate the effect on the return to a holder of our common stock of the leverage created by our use of borrowing as of September 30, 2025 of 61.0% of total assets (including such borrowed funds), at the current interest rate at the time of 6.1%, and assumes hypothetical annual returns on our portfolio of minus 10 to plus 10 percent. The table also assumes that we will maintain a constant level of leverage and weighted average interest rate. The amount of leverage and cost of borrowing that we use will vary from time to time. As can be seen, leverage generally increases the return to stockholders when the portfolio return is positive and decreases return when the portfolio return is negative. Actual returns may be greater or less than those appearing in the table.

Assumed return on portfolio (net of expenses) [1]	(10.0)%	(5.0)%	0%	5.0%	10.0%
Corresponding return to common stockholders [2]	(37.3)%	(23.7)%	(10.2)%	3.4%	17.0%

[1]The assumed portfolio return is required by regulation of the SEC and is not a prediction of, and does not represent, our projected or actual performance.

[2]In order to compute the "corresponding return to common stockholders," the "assumed return on portfolio" is multiplied by the total value of our assets at the beginning of the period to obtain an assumed return to us. From this amount, all interest expense expected to be accrued during the period is subtracted to determine the return available to stockholders. The return available to stockholders is then divided by the total value of our net assets as of the beginning of the period to determine the "corresponding return to common stockholders."

We may in the future determine to fund a portion of our investments with preferred stock, which is another form of leverage and would magnify the potential for loss and the risks of investing in us.

Preferred stock, which is another form of leverage, has the same risks to our common stockholders as borrowings because the distributions on any preferred stock we issue must be cumulative. If we issue preferred securities they would rank "senior" to common stock in our capital structure. Payment of distributions on, and repayment of the liquidation preference of, such preferred stock would typically take preference over any distributions or other payments to our common stockholders. Also, preferred stockholders are not typically subject to any of our expenses or losses and are not entitled to participate in any income or appreciation in excess of their stated preference. Furthermore, preferred stockholders would have separate voting rights and may have rights, preferences or privileges more favorable than those of our common stockholders. Also, the issuance of preferred securities could have the adverse effect of delaying, deferring or preventing a transaction or a change of control that might involve a premium price for our common stockholders or otherwise be in the best interest of stockholders.

We may in the future determine to fund a portion of our investments with debt securities, which would magnify the potential for loss and the risks of investing in us.

As a result of any issuance of debt securities and borrowings under the Credit Facility, the 2026 Notes, the 2036-R Asset-Backed Debt, the 2036 Asset-Backed Debt, and the 2037 Asset-Backed Debt, we would be exposed to typical risks associated with leverage, including an increased risk of loss and an increase in expenses, which are ultimately borne by our common stockholders. Payment of interest on such debt securities must take preference over any other distributions or other payments to our common stockholders. If we issue additional debt securities in the future, it is likely that such securities will be governed by an indenture or other instrument containing covenants restricting our operating flexibility. In addition, such securities may be rated by rating agencies, and in obtaining a rating for such securities, we may be required to abide by operating and investment guidelines that could further restrict our operating flexibility. Furthermore, any cash that we use to service our indebtedness would not be available for the payment of distributions to our common stockholders.

Our credit ratings may not reflect all risks of an investment in our debt securities.

Our credit ratings, if any, are an assessment of our ability to pay our obligations. Consequently, real or anticipated changes in our credit ratings will generally affect the market value of any publicly issued debt securities. Our credit ratings may not reflect the potential impact of risks related to market conditions or other factors discussed above on the market value of, or trading market for, any publicly issued debt securities. Rating agencies have reviewed, and may continue to review, our credit ratings and those of other business development companies in light of the SBCAA as well as any corresponding changes to asset coverage ratios and, in certain cases, downgrade such ratings. Such a downgrade in our credit ratings may adversely affect our securities.

Market conditions may make it difficult to extend the maturity of or refinance our existing indebtedness and any failure to do so could have a material adverse effect on our business.

Our Credit Facility expires in August 2030. We utilize proceeds from the Credit Facility to make investments in our portfolio companies. The duration of many of our investments exceeds the duration of our indebtedness under the Credit Facility. This means that we will have to extend the maturity of the Credit Facility or refinance our indebtedness under the Credit Facility in order to avoid selling investments at maturity of the Credit Facility, at which time such sales may be at prices that are disadvantageous to us, which could materially damage our business. In addition, future market conditions may affect our ability to renew or refinance the Credit Facility on terms as favorable as those in our existing Credit Facility. If we fail to extend or refinance the indebtedness outstanding under the Credit Facility by the time it becomes due and payable, the administrative agent of the Credit Facility may elect to exercise various remedies, including the sale of all or a portion of the collateral securing the Credit Facility, subject to certain restrictions, any of which could have a material adverse effect on our business, financial condition and results of operations. The illiquidity of our investments may make it difficult for us to sell such investments. If we are required to sell our investments on short-term notice, we may not receive the value that we have recorded for such investments, and this could materially affect our results of operations.

We may not receive cash on our equity interests from Funding I.

Except for management fees that PennantPark Investment Advisers has irrevocably directed to be paid to us, we receive cash from Funding I only to the extent that we receive distributions on our equity interests in Funding I. Funding I may make equity distributions on such interests only to the extent permitted by the payment priority provisions of the Credit Facility. The Credit Facility generally provides that payments on such interests may not be made on any payment date unless all amounts owing to the Lenders and other secured parties are paid in full. In the event that we fail to receive cash from Funding I, we could be unable to make distributions to our stockholders in amounts sufficient to maintain our ability to be subject to tax as a RIC. We also could be forced to sell investments in portfolio companies at less than their fair value in order to continue making such distributions.

There are significant potential conflicts of interest which could impact our investment returns.

The professionals of the Investment Adviser and Administrator may serve as officers, directors or principals of entities that operate in the same or a related line of business as we do or of investment funds managed by affiliates of us that currently exist or may be formed in the future. The Investment Adviser and Administrator may be engaged by such funds at any time and without the prior approval of our stockholders or our board of directors. Our board of directors monitors any potential conflict that may arise upon such a development. Accordingly, if this occurs, they may have obligations to investors in those entities, the fulfillment of which might not be in the best interests of us or our stockholders. Currently, the executive officers and directors, as well as the current senior investment professionals of the Investment Adviser, may serve as officers and directors of our affiliated funds. In addition, we note that any affiliated investment vehicles currently formed or formed in the future and managed by the Investment Adviser or its affiliates may have overlapping investment objectives with our own and, accordingly, may invest in asset classes similar to those targeted by us. As a result, the Investment Adviser may face conflicts in allocating investment opportunities between us and such other entities. Although the Investment Adviser will endeavor to allocate investment opportunities in a fair and equitable manner, it is possible that, in the future, we may not be given the opportunity to participate in investments made by investment funds managed by the Investment Adviser or an investment manager affiliated with the Investment Adviser. In any such case, when the Investment Adviser identifies an investment, it is forced to choose which investment fund should make the investment. We may co-invest on a concurrent basis with any other affiliates that the Investment Adviser currently has or forms in the future, subject to compliance with applicable regulations and regulatory guidance, our exemptive relief and our allocation procedures.

In the ordinary course of our investing activities, we pay investment advisory and incentive fees to the Investment Adviser, and reimburse the Investment Adviser for certain expenses it incurs. As a result, investors in our common stock invest on a "gross" basis and receive distributions on a "net" basis after expenses, resulting in a lower rate of return than an investor might achieve through direct investments. Accordingly, there may be times when the management team of the Investment Adviser has interests that differ from those of our stockholders, giving rise to a conflict. For example, the Investment Adviser may seek to invest in more speculative investments in order to increase its incentive fee, which practice could result in higher investment losses, particularly during economic downturns.

We have entered into the License Agreement with PennantPark Investment Advisers, pursuant to which the Investment Adviser has agreed to grant us a royalty-free non-exclusive license to use the name "PennantPark." The License Agreement will expire (i) upon expiration or termination of the Investment Management Agreement, (ii) if the Investment Adviser ceases to serve as our investment adviser, (iii) by either party upon 60 days' written notice or (iv) by the Investment Adviser at any time in the event we assign or attempt to assign or sublicense the License Agreement or any of our rights or duties thereunder without the prior written consent of the Investment Adviser. Other than with respect to this limited license, we have no legal right to the "PennantPark" name.

In addition, we pay PennantPark Investment Administration, an affiliate of the Investment Adviser, our allocable portion of overhead and other expenses incurred by PennantPark Investment Administration in performing its obligations under the Administration Agreement, including rent and our allocable portion of the cost of our Chief Financial Officer and Chief Compliance Officer and their respective staffs. These arrangements may create conflicts of interest that our board of directors must monitor.

We may experience fluctuations in our quarterly results.

We could experience fluctuations in our quarterly operating results due to a number of factors, including the interest rate payable on the debt securities we acquire, the default rate on such securities, the level of our expenses, variations in, and the timing of the recognition of, realized and unrealized gains or losses, the degree to which we encounter competition in our markets and general economic conditions. However, as a result of our irrevocable election to apply the fair value option to the Credit Facility, future decreases of fair value of our debt is expected to have a corresponding increase to our NAV. Similarly, future increases in the fair value of our debt may have

a corresponding decrease to our NAV. Any future indebtedness that we elect the fair value option for may have similar effects on our NAV as the Credit Facility. This is expected to mitigate volatility in our earnings and NAV. As a result, results for any period should not be relied upon as being indicative of future performance.

We may in the future issue securities for which there is no public market and for which we expect no public market to develop.

In order to raise additional capital, we may issue debt or other securities for which no public market exists, and for which no public market is expected to develop. If we issue shares of our common stock as a component of a unit security, we would expect the common stock to separate from the other securities in such unit after a period of time or upon occurrence of an event and to trade publicly on the New York Stock Exchange, which may cause volatility in our publicly traded common stock. To the extent we issue securities for which no public market exists and for which no public market develops, a purchaser of such securities may not be able to liquidate the investment without considerable delay, if at all. If a market should develop for our debt and other securities, the price may be highly volatile, and our debt and other securities may lose value.

If we issue preferred stock, debt securities or convertible debt securities the NAV and market value of our common stock may become more volatile.

We cannot assure you that the issuance of preferred stock and/or debt securities would result in a higher yield or return to the holders of our common stock. The issuance of preferred stock, debt securities and/or convertible debt would likely cause the NAV and market value of our common stock to become more volatile. If the dividend rate on the preferred stock, or the interest rate on the debt securities, were to approach the net rate of return on our investment portfolio, the benefit of leverage to the holders of our common stock would be reduced or entirely eliminated. If the dividend rate on the preferred stock, or the interest rate on the debt securities, were to exceed the net rate of return on our portfolio, the use of leverage would result in a lower rate of return to the holders of common stock than if we had not issued the preferred stock or debt securities. Any decline in the NAV of our investment would be borne entirely by the holders of our common stock. Therefore, if the market value of our portfolio were to decline, the leverage would result in a greater decrease in NAV to the holders of our common stock than if we were not leveraged through the issuance of preferred stock, debt securities or convertible debt. This decline in NAV would also tend to cause a greater decline in the market price for our common stock.

There is also a risk that, in the event of a sharp decline in the value of our net assets, we would be in danger of failing to maintain required asset coverage ratios or other covenants which may be required by the preferred stock, debt securities and/or convertible debt or risk a downgrade in the ratings of the preferred stock, debt securities and/or convertible debt or our current investment income might not be sufficient to meet the dividend requirements on the preferred stock or the interest payments on the debt securities. In order to counteract such an event, we might need to liquidate investments in order to fund redemption of some or all of the preferred stock, debt securities or convertible debt. In addition, we would pay (and the holders of our common stock would bear) all costs and expenses relating to the issuance and ongoing maintenance of the preferred stock, debt securities, convertible debt or any combination of these securities. Holders of preferred stock, debt securities, convertible debt or any combination of these securities may have different interests than holders of common stock and may at times have disproportionate influence over our business.

The ability to sell investments held by Funding I is limited.

The Credit Facility places restrictions on the collateral manager's ability to sell investments. As a result, there may be times or circumstances during which the collateral manager is unable to sell investments or take other actions that might be in our best interests.

The trading market or market value of any publicly issued debt or convertible debt securities may be volatile.

If we publicly issue debt or convertible debt securities, they initially will not have an established trading market. We cannot assure investors that a trading market for our publicly issued debt or convertible debt securities would develop or be maintained if developed. In addition to our creditworthiness, many factors may have a material adverse effect on the trading market for, and market value of, our publicly issued debt or convertible debt securities.

These factors include the following:

- the time remaining to the maturity of these debt securities;
- the outstanding principal amount of debt securities with terms identical or similar to these debt securities;
- the supply of debt securities trading in the secondary market, if any;
- the redemption, repayment or convertible features, if any, of these debt securities;
- the level, direction and volatility of market interest rates; and
- market rates of interest higher or lower than rates borne by the debt securities.

There also may be a limited number of buyers for our debt securities. This too may have a material adverse effect on the market value of the debt securities or the trading market for the debt securities. Our debt securities may include convertible features that cause them to more closely bear risks associated with an investment in our common stock.

Terms relating to debt redemption may have a material adverse effect on the return on any debt securities.

If we issue debt securities that are redeemable at our option, we may choose to redeem the debt securities at times when prevailing interest rates are lower than the interest rate paid on the debt securities. In addition, if the debt securities are subject to mandatory redemption, we may be required to redeem the debt securities at times when prevailing interest rates are lower than the interest rate paid on the debt securities. In this circumstance, a holder of our debt securities may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as the debt securities being redeemed.

If we issue subscription rights or warrants for our common stock, your interest in us may be diluted as a result of such rights or warrants offering.

Stockholders who do not fully exercise rights or warrants issued to them in an offering of subscription rights or warrants to purchase our common stock should expect that they will, at the completion of an offering, own a smaller proportional interest in us than would otherwise be the case if they fully exercised their rights or warrants. We cannot state precisely the amount of any such dilution in share ownership because we do not know what proportion of the common stock would be purchased as a result of any such offering.

In addition, if the subscription price or warrant exercise price is less than our NAV per share of common stock at the time of an offering, then our stockholders would experience an immediate dilution of the aggregate NAV of their shares as a result of the offering. The amount of any such decrease in NAV is not predictable because it is not known at this time what the subscription price, warrant exercise price or NAV per share will be on the expiration date of such rights offering or what proportion of our common stock will be purchased as a result of any such offering.

Changes in laws or regulations governing our operations or those of our portfolio companies may adversely affect our business.

We and our portfolio companies are subject to laws and regulations at the U.S. federal, state and local levels and, in some cases, foreign levels. These laws and regulations, as well as their interpretation, may change from time to time, and new laws, regulations and interpretations may come into effect. Accordingly, any change in law and regulations, changes in administration or control of U.S. Congress, changes in interpretations, or newly enacted laws or regulations could have a material adverse effect on our business or the business of our portfolio companies. See "Business—Regulation" for more information.

Over the past several years, there also has been increasing regulatory attention to the extension of credit outside of the traditional banking sector, raising the possibility that some portion of the non-bank financial sector may be subject to new regulation. While it cannot be known at this time whether any regulation will be implemented or what form it will take, increased regulation of non-bank lending could be materially adverse to our business, financial conditions and results of operation. We may experience fluctuations in our quarterly results.

The United States may also potentially withdraw from or renegotiate various trade agreements and take other actions that would change current trade policies of the United States. We cannot predict which, if any, of these actions will be taken or, if taken, their effect on the financial stability of the United States. Such actions could have a material adverse effect on our business, financial condition and results of operations.

Our board of directors may change our investment objectives, operating policies and strategies without prior notice or stockholder approval.

Our board of directors has the authority to modify or waive certain of our operating policies and strategies without prior notice and without stockholder approval (except as required by the 1940 Act). However, absent stockholder approval, under the 1940 Act, we may not change the nature of our business so as to cease to be, or withdraw our election as, a BDC. We cannot predict the effect any changes to our current operating policies and strategies would have on our business, operating results and value of our common stock. Nevertheless, the effects may adversely affect our business and impact our ability to make distributions.

Our business and operations could be negatively affected if we become subject to stockholder activism, which could cause us to incur significant expense, hinder the execution of our investment strategy or impact our stock price.

Stockholder activism, which could take many forms, including making public demands that we consider certain strategic alternatives, engaging in public campaigns to attempt to influence our corporate governance and/or our management, and commencing proxy contests to attempt to elect the activists' representatives or others to our board of directors, or arise in a variety of situations, has impacted the BDC space. While we are currently not subject to any stockholder activism, due to the potential volatility of our stock price and for a variety of other reasons, we may in the future become the target of stockholder activism. Stockholder activism could result in substantial costs and divert management's and our board of directors' attention and resources from our business. Additionally, such stockholder activism could give rise to perceived uncertainties as to our future and adversely affect our relationships with service providers and our portfolio companies. Also, we may be required to incur significant legal and other expenses related to any activist stockholder matters. Further, our stock price could be subject to significant fluctuation or otherwise be adversely affected by the events, risks and uncertainties of any stockholder activism.

RISKS RELATING TO THE ILLIQUID NATURE OF OUR PORTFOLIO ASSETS

We invest in illiquid assets, and our valuation procedures with respect to such assets may result in recording values that are materially different than the values we ultimately receive upon disposition of such assets.

All of our investments are recorded using broker or dealer quotes, if available, or at fair value as determined in good faith by our board of directors. We expect that most, if not all, of our investments (other than cash and cash equivalents) and the fair value of the Credit Facility will be classified as Level 3 under the Financial Accounting Standards Board, or FASB, Accounting Standards Codification, or ASC, Topic 820, Fair Value Measurements and Disclosures, or ASC 820. This means that the portfolio valuations will be based on unobservable inputs and our own assumptions about how market participants would price the asset or liability. We expect that inputs into the determination of fair values of our portfolio investments and Credit Facility borrowings will require significant management judgment or estimation. Even if observable market data are available, such information may be the result of consensus pricing information or broker quotes, which include a disclaimer that the broker would not be held to such a price in an actual transaction. The non-binding nature of consensus pricing and/or quotes accompanied by such a disclaimer materially reduces the reliability of such information. As a result, there will be uncertainty as to the value of our portfolio investments.

Determining fair value requires that judgment be applied to the specific facts and circumstances of each portfolio investment while employing a consistently applied valuation process for the types of investments we make. In determining fair value in good faith, we generally obtain financial and other information from portfolio companies, which may represent unaudited, projected or pro forma financial information. Unlike banks, we are not permitted to provide a general reserve for anticipated loan losses; we are instead required by the 1940 Act to specifically fair value each individual investment on a quarterly basis. We record unrealized appreciation if we believe that our investment has appreciated in value. Likewise, we record unrealized depreciation if we believe that our investment has depreciated in value. We adjust quarterly the valuation of our portfolio to reflect our board of directors' determination of the fair value of each investment in our portfolio. Any changes in fair value are recorded on our Consolidated Statements of Operations as net change in unrealized appreciation or depreciation.

All of our investments are recorded at fair value as determined in good faith by our board of directors. Our board of directors uses the services of nationally recognized independent valuation firms to aid it in determining the fair value of our investments. The factors that may be considered in fair value pricing of our investments include the nature and realizable value of any collateral, the portfolio company's ability to make payments and its earnings and cash flows, the markets in which the portfolio company does business, comparison to publicly traded companies and other relevant factors. Because valuations may fluctuate over short periods of time and may be based on estimates, our determinations of fair value may differ materially from the value received in an actual transaction. Additionally, valuations of private securities and private companies are inherently uncertain. Our NAV could be adversely affected if our determinations regarding the fair value of our investments were materially lower than the values that we ultimately realize upon the disposal of such investments.

The lack of liquidity in our investments may adversely affect our business.

We may acquire our investments directly from the issuer in privately negotiated transactions. Substantially all of these securities are subject to legal and other restrictions on resale or are otherwise less liquid than publicly traded securities. We typically exit our investments when the portfolio company has a liquidity event such as a sale, refinancing, or initial public offering of the company, but we are generally not required to do so.

The illiquidity of our investments may make it difficult or impossible for us to sell such investments if the need arises, particularly at times when the market for illiquid securities is substantially diminished. In addition, if we are required to liquidate all or a portion of our portfolio quickly, we may realize significantly less than the value at which we have previously recorded our investments, which could have a material adverse effect on our business, financial condition and results of operations. In addition, we may face other restrictions on our ability to liquidate an investment in a portfolio company to the extent that we have material non-public information regarding such portfolio company.

Investments purchased by us that are liquid at the time of purchase may subsequently become illiquid due to events relating to the issuer of the investments, market events, economic conditions or investor perceptions. Domestic and foreign markets are complex and interrelated, so that events in one sector of the world markets or economy, or in one geographical region, can reverberate and have materially negative consequences for other market, economic or regional sectors in a manner that may not be foreseen and which may materially harm our business.

A general disruption in the credit markets could materially damage our business.

We are susceptible to the risk of significant loss if we are forced to discount the value of our investments in order to provide liquidity to meet our debt maturities. Funding I's borrowings under its Credit Facility are collateralized by the assets in our investment portfolio. A general disruption in the credit markets could result in diminished demand for our securities. In addition, with respect to over-the-counter traded securities, the continued viability of any over-the-counter secondary market depends on the continued willingness of dealers and other participants to purchase the securities.

If the fair value of our assets declines substantially, we may fail to maintain the asset coverage ratio stipulated by the 1940 Act, which could, in turn, cause us to lose our status as a BDC and materially impair our business operations. Our liquidity could be impaired further by an inability to access the capital markets or to draw down Funding I's Credit Facility. These situations may arise due to circumstances that we may be unable to control, such as a general disruption in the credit markets, a severe decline in the value of the U.S. dollar, an economic downturn or recession or an operational problem that affects our counterparties or us, and could materially damage our business.

We may invest in over-the-counter securities, which have and may continue to face liquidity constraints, to provide us with liquidity.

The market for over-the-counter traded securities has and may continue to experience limited liquidity and other weakness as the viability of any over-the-counter secondary market depends on the continued willingness of dealers and other participants to purchase the securities.

RISKS RELATING TO OUR INVESTMENTS

Our investments in prospective portfolio companies may be risky, and an investor could lose all or part of an investment.

We intend to invest primarily in floating rate loans, which may consist of first lien secured debt, second lien secured debt, subordinated debt and selected equity investments issued by U.S. middle-market companies.

1.***Floating Rate Loans:*** The floating rate loans we invest in are usually rated below investment grade or may also be unrated. Investments in floating rate loans rated below investment grade are considered speculative because of the credit risk of their issuers. Such companies are more likely than investment grade issuers to default on their payments of interest and principal owed to us, and such defaults could reduce our NAV and income distributions. An economic downturn would generally lead to a higher default rate by portfolio companies. A floating rate loan may lose significant market value before a default occurs and we may experience losses due to the inherent illiquidity of the investments. Moreover, any specific collateral used to secure a floating rate loan may decline in value or become illiquid, which would adversely affect the floating rate loan's fair value. Floating rate loans are subject to a number of risks, including liquidity risk and the risk of investing in below investment grade, variable-rate securities.

Floating rate loans are subject to the risk of non-payment of scheduled interest or principal. Such non-payment would result in a reduction of income to us, a reduction in the fair value of the investment and a potential decrease in our NAV. There can be no assurance that the liquidation of any collateral securing a floating rate loan would satisfy the borrower's obligation in the event of non-payment of scheduled interest or principal payments, or that the collateral could be readily liquidated. In the event of bankruptcy or insolvency of a borrower, we could experience delays or limitations with respect to our ability to realize the benefits of the collateral securing a floating rate loan. The collateral securing a floating rate loan may lose all or substantially all of its value in the event of the bankruptcy or insolvency of a borrower. Some loans are subject to the risk that a court, pursuant to fraudulent conveyance or other similar laws, could subordinate the rights in collateral of such loans to presently existing or future indebtedness of the borrower or take other actions detrimental to the holders of loans including, in certain circumstances, invalidating such loans or causing interest previously paid to be refunded to the borrower. Either such action could materially negatively affect our performance.

We may acquire floating rate loans through assignments or participations of interests in such loans. The purchaser of an assignment typically succeeds to all the rights and obligations of the assigning institution and becomes a lender under the credit agreement with respect to such debt obligation. However, the purchaser's rights can be more restricted than those of the assigning institution, and we may not be able to unilaterally enforce all rights and remedies under an assigned debt obligation and with regard to any associated collateral. A participation typically results in a contractual relationship only with the institution participating out the interest and not directly with the borrower. Sellers of participations typically include banks, broker-dealers, other financial institutions and lending institutions. In purchasing participations, we generally will have no right to enforce compliance by the borrower with the terms of the loan agreement against the borrower, and we may not directly benefit from the collateral supporting the debt obligation in which we have purchased the participation. As a result, we will be exposed to the credit risk of both the borrower and the institution selling the participation. Further, in purchasing participations in lending syndicates, we will not be able to conduct the same level of due diligence on a borrower or the quality of the floating rate loan with respect to which we are buying a participation as we would conduct if we were investing directly in the floating rate loan. This difference may result in us being exposed to greater credit or fraud risk with respect to such floating rate loans than we expected when initially purchasing the participation. Floating rate loans can be first lien secured debt, second lien secured debt or subordinated debt.

2.***First Lien Secured Debt:*** When we extend first lien secured debt, we will generally take a security interest in the available assets of these portfolio companies, including the equity interests of their subsidiaries, although this may not always be the case. We expect this security interest, if any, to help mitigate the risk that we will not be repaid. However, there is a risk that the collateral securing our loans may decrease in value over time, may be difficult to sell in a timely manner, may be difficult to appraise and may fluctuate in value based upon the success of the business and market conditions, including as a result of the inability of the portfolio company to raise additional capital. Also, in some circumstances, our lien could be subordinated to claims of other creditors. In addition, deterioration in a portfolio company's financial condition and prospects, including its inability to raise additional capital, may be accompanied by deterioration in the value of the collateral for the loan. Consequently, the fact that a first lien secured debt investment is secured does not guarantee that we will receive principal and interest payments according to the loan's terms, or at all, or that we will be able to collect on the loan should we be forced to enforce our remedies.

3.***Second Lien Secured Debt:*** Our second lien secured debt usually ranks junior in priority of payment to first lien secured debt. Second lien secured debt holds a second priority with regard to right of payment in the event of insolvency. Second lien secured debt ranks senior to subordinated debt and common and preferred equity in borrowers' capital structures. This may result in an above average amount of risk and volatility or a loss of principal. These investments may involve additional risks that could adversely affect our investment returns. To the extent interest payments associated with such debt are deferred, such debt may be subject to greater fluctuations in valuations, and such debt could subject us and our stockholders to non-cash income. Since we may not receive cash interest or principal prior to the maturity of some of our second lien secured debt investments, such investments may be of greater risk than cash paying loans.

4.***Subordinated Debt:*** Our subordinated debt usually ranks junior in priority of payment to first lien secured debt and second lien secured debt, and are often unsecured. As such, other creditors may rank senior to us in the event of insolvency. Subordinated debt ranks senior to common and preferred equity in borrowers' capital structures. This may result in an above average amount of risk and volatility or a loss of principal. These investments may involve additional risks that could adversely affect our investment returns. To the extent interest payments associated with such debt are deferred, such debt may be subject to greater fluctuations in valuations, and such debt could subject us and our stockholders to non-cash income. Since we may not receive cash interest or principal prior to the maturity of some of our subordinated debt investments, such investments may be of greater risk than cash paying loans.

5.***Equity Investments:*** We have made and expect to continue to make select equity investments, all of which are subordinated to debt investments. In addition, when we invest in first lien secured debt, second lien secured debt or subordinated debt, we may acquire warrants to purchase equity investments from time to time. Our goal is ultimately to dispose of these equity investments and realize gains upon our disposition of such interests. However, the equity investments we receive may not appreciate in value and, in fact, may decline in value. Accordingly, we may not be able to realize gains from our equity investments, and any gains that we do realize on the disposition of any equity investments may not be sufficient to offset any other losses we experience. In addition, many of the equity securities in which we invest may not pay dividends on a regular basis, if at all. Furthermore, we may hold equity investments in partnerships through a taxable subsidiary for federal income tax purposes. Upon sale or exit of such investment, we may pay taxes at regular corporate tax rates, which will reduce the amount of gains or dividends available for distributions to our stockholders.

In addition, investing in middle-market companies involves a number of significant risks, including:

•companies may be highly leveraged, have limited financial resources and may be unable to meet their obligations under their debt securities that we hold, which may be accompanied by a deterioration in the value of any collateral and a reduction in the likelihood of us realizing any guarantees we may have obtained in connection with our investment;

•they typically have shorter operating histories, more limited publicly available information, narrower product lines, more concentration of revenues from customers and smaller market shares than larger businesses, which tend to render them more vulnerable to competitors' actions and changing market conditions, as well as general economic downturns;

•they are more likely to depend on the management talents and efforts of a small group of persons; therefore, the death, disability, resignation or termination of one or more of these persons could have a material adverse impact on our portfolio company and, in turn, on us;

•they generally have less predictable operating results, may from time to time be parties to litigation, may be engaged in rapidly changing businesses with products subject to a substantial risk of obsolescence, and may require substantial additional capital to support their operations, finance expansion or maintain their competitive position. In addition, our executive officers, directors and our Investment Adviser may be named as defendants in litigation arising from our investments in the portfolio companies; and

•they may have difficulty accessing the capital markets to meet future capital needs, which may limit their ability to grow or to refinance their outstanding indebtedness upon maturity.

Under the 1940 Act, we may invest up to 30% of our assets in investments that are not qualifying assets for BDCs. If we do not invest a sufficient portion of our assets in qualifying assets, we could be precluded from investing in assets that we deem to be attractive.

As a BDC, we may not acquire any asset other than qualifying assets, as defined under the 1940 Act, unless at the time the acquisition is made such qualifying assets represent at least 70% of the value of our total assets. Qualifying assets include investments in U.S. operating companies whose securities are not listed on a national securities exchange and companies listed on a national securities exchange subject to a maximum market capitalization of $250 million. Qualifying assets also include cash, cash equivalents, government securities and high quality debt securities maturing in one year or less from the time of investment.

We believe that most of our debt and equity investments do and will constitute qualifying assets. However, we may be precluded from investing in what we believe are attractive investments if such investments are not qualifying assets for purposes of the 1940 Act. If we have not invested a sufficient portion of our assets in qualifying assets at the time of a proposed investment, we will be prohibited from making any additional investment that is not a qualifying asset and could be forced to forgo attractive investment opportunities. Similarly, these rules could prevent us from making follow-on investments in existing portfolio companies (which could result in the dilution of our position) or could require us to dispose of investments at inappropriate times in order to comply with the 1940 Act. If we need to dispose of such investments quickly, it would be difficult to dispose of such investments on favorable terms. For example, we may have difficulty in finding a buyer and, even if we do find a buyer, we may have to sell the investments at a substantial loss.

We are a non-diversified investment company within the meaning of the 1940 Act, and therefore we generally are not limited with respect to the proportion of our assets that may be invested in securities of a single issuer.

We are classified as a non-diversified investment company within the meaning of the 1940 Act, which means that we are not limited by the 1940 Act with respect to the proportion of our assets that we may invest in securities of a single issuer, excluding limitations on investments in other investment companies and compliance with the RIC tax regulations. To the extent that we assume large positions in the securities of a small number of issuers, our NAV may fluctuate to a greater extent than that of a diversified investment company as a result of changes in the financial condition or the market's assessment of the issuer. We may also be more susceptible to any single economic or regulatory occurrence than a diversified investment company. Beyond the Diversification Requirements, we do not have fixed guidelines for portfolio diversification, and our investments could be concentrated in relatively few portfolio companies or industries. Although we are classified as a non-diversified investment company within the meaning of the 1940 Act, we maintain the flexibility to operate as a diversified investment company and have done so for an extended period of time. To the extent that we operate as a non-diversified investment company in the future, we may be subject to greater risk.

Economic recessions or downturns could impair our portfolio companies and harm our operating results.

Many of our portfolio companies are susceptible to economic or industry centric slowdowns or recessions and may be unable to repay debt from us during these periods. Therefore, our non-performing assets are likely to increase, and the value of our portfolio is likely to decrease during these periods. Adverse economic conditions also may decrease the value of collateral securing some of our debt investments and the value of our equity investments. Economic slowdowns or recessions could lead to financial losses in our portfolio and a material decrease in revenues, net income and assets. Unfavorable economic conditions also could increase our funding costs, limit our access to the capital markets or result in a decision by lenders not to extend credit to us. These events could prevent us from increasing investments and materially harm our operating results.

A portfolio company's failure to satisfy financial or operating covenants imposed by us or other lenders could lead to defaults and potential termination of its debt and foreclosure on its secured assets, which could trigger cross-defaults under other agreements and jeopardize our portfolio company's ability to meet its obligations under the debt securities that we hold. We may incur expenses to the extent necessary to seek recovery upon default or to negotiate new terms with a defaulting portfolio company, and any restructuring could further cause adverse effects on our business. Depending on the facts and circumstances of our investments and the extent of our involvement in the management of a portfolio company, upon the bankruptcy of a portfolio company, a bankruptcy court may recharacterize our debt investments as equity investments and

subordinate all or a portion of our claim to that of other creditors. This could occur regardless of how we may have structured our investment. In addition, we cannot assure you that a bankruptcy court would not take actions contrary to our interests.

If we fail to make follow-on investments in our portfolio companies, this could materially impair the value of our portfolio.

Following an initial investment in a portfolio company, we may make additional investments in that portfolio company as "follow-on" investments, in order to:

- increase or maintain in whole or in part our equity ownership percentage;
- exercise warrants, options or convertible securities that were acquired in the original or subsequent financing; or
- attempt to preserve or enhance the value of our investment.

We have the discretion to make any follow-on investments, subject to the availability of capital resources and regulatory considerations. We may elect not to make follow-on investments or otherwise lack sufficient funds to make those investments. Any failure to make follow-on investments may, in some circumstances, jeopardize the continued viability of a portfolio company and our initial investment, or may result in a missed opportunity for us to increase our participation in a successful transaction or business. Even if we have sufficient capital to make a desired follow-on investment, we may elect not to make a follow-on investment because we may not want to increase our concentration of risk, either because we prefer other opportunities or because we are inhibited by compliance with BDC requirements or the desire to maintain our RIC tax status.

Because we generally do not hold controlling equity interests in our portfolio companies, we are not in a position to exercise control over our portfolio companies or to prevent decisions by management of our portfolio companies that could decrease the value of our investments.

Because we generally do not hold controlling equity positions in our portfolio companies, we are subject to the risk that a portfolio company may make business decisions with which we disagree, and the stockholders and management of a portfolio company may take risks or otherwise act in ways that are adverse to our interests. Due to the lack of liquidity for the debt and equity investments that we typically hold in our portfolio companies, we may not be able to dispose of our investments in the event we disagree with the actions of a portfolio company, and may therefore suffer a decrease in the market value of our investments.

An investment strategy focused primarily on privately held companies, including controlling equity interests, presents certain challenges, including the lack of available or comparable information about these companies, a dependence on the talents and efforts of only a few key portfolio company personnel and a greater vulnerability to economic downturns.

We have invested and intend to continue to invest primarily in privately held companies. Generally, little public information exists about these companies, and we rely on the ability of our Investment Adviser's investment professionals to obtain adequate information to evaluate the potential returns from investing in these companies. If they are unable to uncover all material information about these companies, we may not make a fully informed investment decision, and we may lose value on our investments. Also, privately held companies frequently have less diverse product lines and smaller market presence than larger competitors. These factors could have a material adverse impact on our investment returns as compared to companies investing primarily in the securities of public companies.

Our portfolio companies may incur debt that ranks equally with, or senior to, our investments in such companies and our portfolio companies may be highly leveraged.

We invest primarily in floating rate loans issued by our portfolio companies. The portfolio companies usually will have, or may be permitted to incur, other debt that ranks equally with, or senior to, our investments, and they may be highly leveraged. By their terms, such debt instruments may provide that the holders are entitled to receive payment of interest or principal on or before the dates on which we are entitled to receive payments with respect to our debt investments. Also, in the event of insolvency, liquidation, dissolution, reorganization or bankruptcy of a portfolio company, holders of debt instruments ranking senior to our investment in that portfolio company would typically be entitled to receive payment in full before we receive any distribution in respect of our investment. After repaying such senior creditors, the portfolio company may not have any remaining assets to use for repaying its obligation to us. In the case of debt ranking equally with debt securities in which we invest, we would have to share on an equal basis any distributions with other creditors holding such debt in the event of an insolvency, liquidation, dissolution, reorganization or bankruptcy of the relevant portfolio company.

Our incentive fee may induce the Investment Adviser to make speculative investments.

The incentive fee payable by us to PennantPark Investment Advisers may create an incentive for PennantPark Investment Advisers to make investments on our behalf that are risky or more speculative than would be the case in the absence of such compensation arrangement. The incentive fee payable to our Investment Adviser is calculated based on a percentage of our NAV. This may encourage our Investment Adviser to use leverage to increase the return on our investments. Under certain circumstances, the use of leverage may increase the likelihood of default, which would disfavor the holders of our common stock. In addition, our Investment Adviser will receive the incentive fee based, in part, upon net capital gains realized on our investments. Unlike that portion of the incentive fee based on income, there is no hurdle applicable to the portion of the incentive fee based on net capital gains. As a result, the Investment Adviser may have a tendency to invest more capital in investments that are likely to result in capital gains as compared to income producing securities. Such a practice could result in our investing in more speculative securities than would otherwise be the case, which could result in higher investment losses, particularly during economic downturns.

The part of our incentive fee payable by us to PennantPark Investment Advisers that relates to net investment income is computed and paid on income that has been accrued but that has not been received in cash. PennantPark Investment Advisers is not obligated to reimburse us for any such incentive fees even if we subsequently incur losses or never receive in cash the deferred income that was previously accrued. As a result, there is a risk that we will pay incentive fees with respect to income that we never receive in cash.

Any investments in distressed debt may not produce income and may require us to bear large expenses in order to protect and recover our investment.

Distressed debt investments may not produce income and may require us to bear certain additional expenses in order to protect and recover our investment. Therefore, to the extent we invest in distressed debt, our ability to achieve current income for our stockholders may be diminished. We also will be subject to significant uncertainty as to when, in what manner and for what value the distressed debt in which we invest will eventually be satisfied (e.g., through liquidation of the obligor's assets, an exchange offer or plan of reorganization involving the distressed debt securities or a payment of some amount in satisfaction of the obligation). In addition, even if an exchange offer is made or plan of reorganization is adopted with respect to distressed debt we hold, there can be no assurance that the securities or other assets received by us in connection with such exchange offer or plan of reorganization will not have a lower value or income potential than may have been anticipated when the investment was made. Moreover, any securities received by us upon completion of an exchange offer or plan of reorganization may be restricted as to resale. If we participate in negotiations with respect to any exchange offer or plan of reorganization with respect to an issuer of distressed debt, we may be restricted from disposing of such securities.

Our investments in foreign securities may involve significant risks in addition to the risks inherent in U.S. investments.

Our investment strategy contemplates potential investments in securities of companies located outside of the United States. Investments in securities of companies located outside the United States would not be qualifying assets under Section 55(a) of the 1940 Act. Investing in companies located outside of the United States may expose us to additional risks not typically associated with investing in U.S. companies. These risks include changes in exchange control regulations, political, economic and social instability, expropriation, imposition of foreign taxes, less liquid markets and less available information than is generally the case in the United States, higher transaction costs, less government supervision of exchanges, brokers and issuers, less developed bankruptcy laws, difficulty in enforcing contractual obligations, lack of uniform accounting and auditing standards and greater price volatility.

Although most of our investments will be U.S. dollar-denominated, any investments denominated in a foreign currency will be subject to the risk that the value of a particular currency will change in relation to one or more other currencies. Among the factors that may affect currency values are trade balances, the level of interest rates, differences in relative values of similar assets in different currencies, long-term opportunities for investment and capital appreciation, and economic and political developments. We may employ hedging techniques such as using the Credit Facility's multicurrency capability to minimize these risks, but we can offer no assurance that we will, in fact, hedge currency risk or, that if we do, such strategies will be effective.

We may make investments that cause our stockholders to bear investment advisory fees and other expenses on such investments in addition to our management fees and expenses.

We may invest, to the extent permitted by law, in the securities and instruments of other investment companies and companies that would be investment companies but are excluded from the definition of an investment company provided in Section 3(c) of the 1940 Act. To the extent we so invest, we will bear our ratable share of any such investment company's expenses, including management and performance fees. We will also remain obligated to pay investment advisory fees, consisting of a base management fee and an incentive fee, to PennantPark Investment Advisers with respect to investments in the securities and instruments of other investment companies under our Investment Management Agreement. With respect to any such investments, each of our stockholders will bear his or her share of the investment advisory fees of PennantPark Investment Advisers as well as indirectly bearing the investment advisory fees and other expenses of any investment companies in which we invest.

We may be obligated to pay our Investment Adviser incentive compensation even if we incur a loss.

Our Investment Adviser is entitled to incentive compensation for each fiscal quarter in an amount equal to a percentage of the excess of our investment income for that quarter (before deducting incentive compensation, net operating losses and certain other items) above a threshold return for that quarter. Our Pre-Incentive Fee Net Investment Income for incentive compensation purposes excludes realized and unrealized capital losses that we may incur in the fiscal quarter, even if such capital losses result in a net loss on our Consolidated Statements of Operations for that quarter. Thus, we may be required to pay the Investment Adviser incentive compensation for a fiscal quarter even if there is a decline in the value of our portfolio, NAV or we incur a net loss for that quarter. In addition, increases in interest rates may increase the amount of incentive fees we pay to the Investment Adviser even though our performance relative to the market has not increased.

We may invest in derivatives or other assets that expose us to certain risks, including market risk, liquidity risk, counterparty risk, operational and legal risk and other risks similar to those associated with the use of leverage.

The Company may invest in derivatives and other assets that are subject to many of the same types of risks related to the use of leverage. Derivative transactions, if any, will generally create leverage for the Company and involve significant risks. The primary risks related to derivative transactions include counterparty, correlation, liquidity, leverage, volatility, over-the-counter trading, operational and legal risks. In addition, a small investment in derivatives could have a large potential impact on our performance, effecting a form of investment leverage on our portfolio. In certain types of derivative transactions, the Company could lose the entire amount of its investment; in other types of derivative transactions the potential loss is theoretically unlimited.

Under SEC Rule 18f-4 under the 1940 Act ("Rule 18f-4"), related to the use of derivatives, short sales, reverse repurchase agreements and certain other transactions by registered investment companies, the Company is permitted to enter into derivatives and other transactions that create future payment or delivery obligations, including short sales, notwithstanding the senior security provisions of the 1940 Act if it complies with certain value-at-risk leverage limits and derivatives risk management program and board oversight and reporting requirements or comply with a "limited derivatives users" exception. Rule 18f-4 also permits the Company to enter into reverse repurchase agreements or similar financing transactions notwithstanding the senior security provisions of the 1940 Act if the Company aggregates the amount of indebtedness associated with our reverse repurchase agreements or similar financing transactions with the aggregate amount of any other senior securities representing indebtedness when calculating the asset coverage ratios as discussed herein. In addition, the Company is permitted to invest in a security on a when-issued or forward-settling basis, or with a non-standard settlement cycle, and the transaction will be deemed not to involve a senior security under the 1940 Act, provided that (i) the Company intends to physically settle the transaction and (ii) the transaction will settle within 35 days of its trade date (the "Delayed-Settlement Securities Provision"). The Company may otherwise engage in such transactions that do not meet the conditions of the Delayed-Settlement Securities Provision so long as the Company treats any such transaction as a "derivatives transaction" for purposes of compliance with the rule. Furthermore, the Company is permitted to enter into an unfunded commitment agreement, and such unfunded commitment agreement will not be subject to the asset coverage requirements under the 1940 Act, if the Company reasonably believes, at the time it enters into such agreement, that it will have sufficient cash and cash equivalents to meet its obligations with respect to all such agreements as they come due. The Company cannot predict the effects of these requirements.

The Company has adopted updated policies and procedures in compliance with Rule 18f-4. The Company expects to qualify as a "limited derivatives user." Future legislation or rules may modify how the Company treats derivatives and other financial arrangements for purposes of the Company's compliance with the leverage limitations of the 1940 Act. Future legislation or rules, may modify how leverage is calculated under the 1940 Act and, therefore, may increase or decrease the amount of leverage currently available to the Company under the 1940 Act, which may be materially adverse to the Company and the Company's Investors.

RISKS RELATING TO AN INVESTMENT IN OUR COMMON STOCK

We may obtain the approval of our stockholders to issue shares of our common stock at prices below the then current NAV per share of our common stock. If we receive such approval from stockholders in the future, we may issue shares of our common stock at a price below the then current NAV per share of common stock. Any such issuance could materially dilute your interest in our common stock and reduce our NAV per share.

We may seek to obtain from our stockholders and they may approve a proposal that authorizes us to issue shares of our common stock at prices below the then current NAV per share of our common stock in one or more offerings for a 12-month period. Such approval would allow us to access the capital markets in a way that we were previously unable to do as a result of restrictions that, absent stockholder approval, apply to BDCs under the 1940 Act.

Any sale or other issuance of shares of our common stock at a price below NAV per share will result in an immediate dilution to your interest in our common stock and a reduction of our NAV per share. This dilution would occur as a result of a proportionately greater decrease in a stockholder's interest in our earnings and assets and voting interest in us than the increase in our assets resulting from such issuance. Because the number of future shares of common stock that may be issued below our NAV per share and the price and timing of such issuances are not currently known, we cannot predict the actual dilutive effect of any such issuance. We also cannot determine the resulting reduction in our NAV per share of any such issuance at this time. We caution you that such effects may be material, and we undertake to describe all the material

risks and dilutive effects of any offerings we make at a price below our then current NAV in the future in a prospectus supplement issued in connection with any such offering.

The determination of NAV in connection with an offering of shares of common stock will involve the determination by our board of directors or a committee thereof that we are not selling shares of our common stock at a price below the then current NAV of our common stock at the time at which the sale is made or otherwise in violation of the 1940 Act, unless we have previously received the consent of the majority of our common stockholders to do so and the board of directors decides such an offering is in the best interests of our common stockholders. Whenever we do not have current stockholder approval to issue shares of our common stock at a price per share below our then current NAV per share, the offering price per share (after any distributing commission or discount) will equal or exceed our then current NAV per share, based on the value of our portfolio securities and other assets determined in good faith by our board of directors as of a time within 48 hours (excluding Sundays and holidays) of the sale.

There is a risk that our stockholders may not receive distributions or that our distributions may not grow over time.

We intend to make distributions on a monthly basis to our stockholders out of assets legally available for distribution. We cannot assure you that we will achieve investment results that will allow us to make a specified level of cash distributions or year-to-year increases in cash distributions. In addition, due to the asset coverage ratio requirements applicable to us as a BDC, we may be limited in our ability to make distributions. Further, we may be forced to liquidate some of our investments and raise cash in order to make distribution payments, which could materially harm our business. Finally, to the extent we make distributions to stockholders which include a return of capital, that portion of the distribution essentially constitutes a return of the stockholders' investment. Although such return of capital may not be taxable, such distributions may increase an investor's tax liability for capital gains upon the future sale of our common stock.

Investing in our shares may involve an above average degree of risk.

The investments we make in accordance with our investment objectives may result in a higher amount of risk and volatility than alternative investment options or loss of principal. Our investments in portfolio companies may be highly speculative and aggressive and, therefore, an investment in our shares may not be suitable for someone with lower risk tolerance.

Sales of substantial amounts of our securities may have an adverse effect on the market price of our securities.

Sales of substantial amounts of our securities, or the availability of such securities for sale, could adversely affect the prevailing market prices for our securities. If this occurs and continues it could impair our ability to raise additional capital through the sale of securities should we desire to do so.

We may allocate the net proceeds from any offering of our securities in ways with which you may not agree.

We have significant flexibility in investing the net proceeds of any offering of our securities and may use the net proceeds from an offering in ways with which you may not agree or for purposes other than those contemplated at the time of the offering.

Our shares may trade at discounts from NAV or at premiums that are unsustainable over the long term.

Shares of BDCs may trade at a market price that is less than the NAV that is attributable to those shares. Our shares have traded above and below our NAV. Our shares closed on The New York Stock Exchange at $8.89 and $11.57 on September 30, 2025 and 2024, respectively. Our NAV per share was $10.83 and $11.31 as of the same dates, respectively. The possibility that our shares of common stock will trade at a discount from NAV or at a premium that is unsustainable over the long term is separate and distinct from the risk that our NAV will decrease. It is not possible to predict whether our shares will trade at, above or below NAV in the future.

The market price of our common stock may fluctuate significantly.

The market price and liquidity of the market for shares of our common stock may be significantly affected by numerous factors, some of which are beyond our control and may not be directly related to our operating performance. These factors include:

- significant volatility in the market price and trading volume of securities of BDCs or other companies in our sector, which are not necessarily related to the operating performance of these companies;
- changes in regulatory policies or tax guidelines, particularly with respect to RICs or BDCs;
- any loss of our BDC or RIC status;
- changes in earnings or variations in operating results;
- changes in prevailing interest rates;
- changes in the value of our portfolio of investments;
- any shortfall in revenue or net income or any increase in losses from levels expected by investors or securities analysts;
- the inability of our Investment Adviser to employ additional experienced investment professionals or the departure of any of the Investment Adviser's key personnel;
- operating performance of companies comparable to us;
- general national and international economic trends and other external factors;
- general price and volume fluctuations in the stock markets, including as a result of short sales;
- conversion features of subscription rights, warrants or convertible debt; and
- loss of a major funding source.

Since our initial listing on The Nasdaq Global Select Market to our voluntarily withdrawal of the principal listing of common shares from the Nasdaq Stock Market LLC effective at market close on April 13, 2022 and subsequent listing and trading of the Company's common stock on the New York Stock Exchange, which commenced

April 14, 2022, our shares of common stock have traded at a wide range of prices. We can offer no assurance that our shares of common stock will not display similar volatility in future periods.

We may be unable to invest the net proceeds raised from offerings on acceptable terms, which would harm our financial condition and operating results.

Until we identify new investment opportunities, we intend to either invest the net proceeds of future offerings in cash equivalents, U.S. government securities and other high-quality debt investments that mature in one year or less or use the net proceeds from such offerings to reduce then-outstanding obligations under the Credit Facility or any future credit facility. We cannot assure you that we will be able to find enough appropriate investments that meet our investment selection criteria or that any investment we complete using the proceeds from an offering will produce a sufficient return.

There is a risk that our common stockholders may receive our stock as distributions in which case they may be required to pay taxes in excess of the cash they receive.

We may distribute our common stock as a dividend of our taxable income and a stockholder could receive a portion of the dividends declared and distributed by us in shares of our common stock with the remaining amount in cash. Revenue Procedures issued by the IRS allow a publicly offered regulated investment company (including a BDC) to distribute its own stock as a dividend for the purpose of fulfilling its distribution requirements, if certain conditions are satisfied. As long as a portion of such dividend is paid in cash (which portion may be as low as 20% of such dividend) and certain requirements are met, the entire distribution will be treated as a dividend for U.S. federal income tax purposes. As a result, a stockholder will be considered to have recognized dividend income generally equal to the fair market value of the stock paid by us plus cash received with respect to such dividend. The total dividend declared would be taxable income to a stockholder even though he or she may only receive a relatively small portion of the dividend in cash to pay any taxes due on the dividend. We have not elected to distribute stock as a dividend but reserve the right to do so.

Provisions of the Maryland General Corporation Law and of our charter and bylaws could deter takeover attempts and have an adverse impact on the price of our common stock.

The Maryland General Corporation Law, our charter and our bylaws contain provisions that may discourage, delay or make more difficult a change in control of us or the removal of our directors. We are subject to the Maryland Business Combination Act, or the Business Combination Act, the application of which is subject to any applicable requirements of the 1940 Act. Our board of directors has adopted a resolution exempting from the Business Combination Act any business combination between us and any other person, subject to prior approval of such business combination by our board, including approval by a majority of our disinterested directors. If the resolution exempting business combinations is repealed or our board does not approve a business combination, the Business Combination Act may discourage third parties from trying to acquire control of us and increase the difficulty of consummating such an offer.

In addition, our bylaws exempt from the Maryland Control Share Acquisition Act acquisitions of our common stock by any person. If we amend our bylaws to repeal the exemption from such act, it may make it more difficult for a third party to obtain control of us and increase the difficulty of consummating such an offer. Our bylaws require us to consult with the SEC staff before we repeal such exemption. Also, our charter provides for classifying our board of directors in three classes serving staggered three-year terms, and provisions of our charter authorize our board of directors to classify or reclassify shares of our stock in one or more classes or series, to cause the issuance of additional shares of our stock, and to amend our charter, without stockholder approval, to increase or decrease the number of shares of stock that we have authority to issue.

These anti-takeover provisions may inhibit a change of control in circumstances that could give our stockholders the opportunity to realize a premium over the market price for our common stock.

RISKS RELATING TO AN INVESTMENT IN OUR DEBT SECURITIES

Risks Relating to Our 2026 Notes

The 2026 Notes are unsecured and therefore are effectively subordinated to any secured indebtedness we have currently incurred or may incur in the future.

The 2026 Notes are not secured by any of our assets or any of the assets of our subsidiaries. As a result, the 2026 Notes are effectively subordinated to any secured indebtedness we or our subsidiaries have currently incurred and may incur in the future (or any indebtedness that is initially unsecured to which we subsequently grant security) to the extent of the value of the assets securing such indebtedness. In any liquidation, dissolution, bankruptcy or other similar proceeding, the holders of any of our existing or future secured indebtedness and the secured indebtedness of our subsidiaries may assert rights against the assets pledged to secure that indebtedness in order to receive full payment of their indebtedness before the assets may be used to pay other creditors, including the holders of the 2026 Notes. As of September 30, 2025, we had $683.9 million outstanding under the Credit Facility. The Credit Facility is secured by substantially all of the assets of Funding I, and the indebtedness under the Credit Facility is therefore effectively senior in right of payment to the 2026 Notes to the extent of the value of such assets.

The 2026 Notes are structurally subordinated to the indebtedness and other liabilities of our subsidiaries.

The 2026 Notes are obligations exclusively of PennantPark Floating Rate Capital Ltd. and not of any of our subsidiaries. None of our subsidiaries is or acts as a guarantor of the 2026 Notes, and the 2026 Notes are not required to be guaranteed by any subsidiaries we may acquire or create in the future. Our secured indebtedness with respect to the Credit Facility is held through Funding I, and our secured indebtedness with respect to the 2036 Asset-Backed Debt, 2036-R Asset-Backed Debt and 2037 Asset-Backed Debt (collectively, the "Asset-Backed Debt") is held through the 2036 Securitization Issuer, the 2036-R Securitization Issuers and the 2037 Securitization Issuers, respectively. The assets of any such subsidiaries are not directly available to satisfy the claims of our creditors, including holders of the 2026 Notes.

Except to the extent we are a creditor with recognized claims against our subsidiaries, all claims of creditors (including holders of preferred stock, if any, of our subsidiaries) will have priority over our equity interests in such subsidiaries (and therefore the claims of our creditors, including holders of the 2026 Notes) with respect to the assets of such subsidiaries. Even if we are recognized as a creditor of one or more of our subsidiaries, our claims would still be effectively subordinated to any security interests in the assets of any such subsidiary and to any indebtedness or other liabilities of any such subsidiary senior to our claims. Consequently, the 2026 Notes will be structurally subordinated to all indebtedness and other liabilities (including trade payables) of our subsidiaries and any subsidiaries that we may in the future acquire or establish as financing vehicles or otherwise.

The indenture under which the 2026 Notes were issued contains limited protection for their respective holders.

The indenture under which the 2026 Notes were issued offers limited protection for their respective holders. The terms of the indenture and the 2026 Notes do not restrict our or any of our subsidiaries' ability to engage in, or otherwise be a party to, a variety of corporate transactions, circumstances or events that could have an adverse impact on each holder's investment in the 2026 Notes. In particular, the terms of the indenture and the 2026 Notes do not place any restrictions on our or our subsidiaries' ability to:

•issue securities or otherwise incur additional indebtedness or other obligations, including (1) any indebtedness or other obligations that would be equal in right of payment to the 2026 Notes, (2) any indebtedness or other obligations that would be secured and therefore rank effectively senior in right of payment to the 2026 Notes to the extent of the values of the assets securing such debt, (3) indebtedness or other obligations of ours that are guaranteed by one or more of our subsidiaries and which therefore would rank structurally senior to the 2026 Notes and (4) securities, indebtedness or other obligations issued or incurred by our subsidiaries that would be senior in right of payment to our equity interests in our subsidiaries and therefore would rank structurally senior in right of payment to the 2026 Notes with respect to the assets of our subsidiaries, in each case other than an incurrence of indebtedness or other obligation that would cause a violation of Section 18(a)(1)(A) of the 1940 Act as modified by Section 61(a)(1) and (2) of the 1940 Act or any successor provisions, as such obligations may be amended or superseded, giving effect to any exemptive relief granted to us by the SEC;

•pay dividends on, or purchase or redeem or make any payments in respect of, capital stock or other securities ranking junior in right of payment to the 2026 Notes;

•sell assets (other than certain limited restrictions on our ability to consolidate, merge or sell all or substantially all of our assets);

•enter into transactions with affiliates;

•create liens (including liens on the shares of our subsidiaries) or enter into sale and leaseback transactions;

•make investments; or

•create restrictions on the payment of dividends or other amounts to us from our subsidiaries.

In addition, the indenture will not require us to offer to purchase the 2026 Notes in connection with a change of control or any other event.

Furthermore, the terms of the indenture and the 2026 Notes do not protect their respective holders in the event that we experience changes (including significant adverse changes) in our financial condition, results of operations or credit ratings, as they do not require that we or our subsidiaries adhere to any financial tests or ratios or specified levels of net worth, revenues, income, cash flow or liquidity, except as required under the 1940 Act.

Our ability to recapitalize, incur additional debt and take a number of other actions that are not limited by the terms of the 2026 Notes may have important consequences for their holders, including making it more difficult for us to satisfy our obligations with respect to the 2026 Notes or negatively affecting their trading value.

Certain of our current debt instruments include more protections for their respective holders than the indenture and the 2026 Notes. In addition, other debt we issue or incur in the future could contain more protections for its holders than the indenture governing the 2026 Notes and the 2026 Notes, including additional covenants and events of default. The issuance or incurrence of any such debt with incremental protections could affect the market for and trading levels and prices of the 2026 Notes.

The optional redemption provision may materially adversely affect your return on the 2026 Notes.

The 2026 Notes will be redeemable in whole or in part upon certain conditions at any time, or from time to time, at our option, on or after January 1, 2026. We may choose to redeem the 2026 Notes at times when prevailing interest rates are lower than the interest rate paid on the 2026 Notes. In this circumstance, investors may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as the 2026 Notes being redeemed.

We may not be able to repurchase the 2026 Notes upon a Change of Control Repurchase Event.

Upon the occurrence of a Change of Control Repurchase Event, as defined in the indenture governing the 2026 Notes, subject to certain conditions, we will be required to offer to repurchase all outstanding 2026 Notes at 100% of their principal amount, plus accrued and unpaid interest. The source of funds for that purchase of 2026 Notes will be our available cash or cash generated from our operations or other potential sources, including borrowings, investment repayments, sales of assets or sales of equity. We cannot assure you that sufficient funds from such sources will be available at the time of any Change of Control Repurchase Event to make required repurchases of the 2026 Notes tendered. Before making any such repurchase of the 2026 Notes, we may have to comply with certain requirements under our then existing financing arrangements, such as the Credit Facility. Our future debt instruments may also contain similar restrictions and provisions. If the holders of the 2026 Notes exercise their right to require us to repurchase the 2026 Notes upon a Change of Control Repurchase Event, the financial effect of this repurchase could cause a default under our existing or future debt instruments, even if the Change of Control Repurchase Event itself would not cause a default. It is possible that we will not have sufficient funds at the time of the Change of Control Repurchase Event to make the required repurchase of the 2026 Notes or our other debt.

While a trading market has developed after issuing the 2026 Notes, we cannot assure you that an active trading market for the 2026 Notes will be maintained.

While a trading market developed after issuing the 2026 Notes, we cannot assure you that an active and liquid market for the 2026 Notes will be maintained. We do not intend to list the 2026 Notes on any securities exchange or for quotation of the 2026 Notes on any automated dealer quotation system. If the 2026 Notes are traded after their initial issuance, they may trade at a discount to their public offering price depending on prevailing interest rates, the market for similar securities, our credit ratings, general economic conditions, our financial condition, performance and prospects and other factors. The underwriters of the 2026 Notes may discontinue any market-making in the 2026 Notes at any time at their sole discretion. In addition, any market-making activity will be subject to limits imposed by law. Accordingly, we cannot assure you that a liquid trading market will be maintained for the 2026 Notes, that you will be able to sell the 2026 Notes at a particular time or that the price you receive when you sell will be favorable. To the extent an active trading market is not maintained, the liquidity and trading price for the 2026 Notes may be harmed. Accordingly, you may be required to bear the financial risk of an investment in the 2026 Notes for an indefinite period of time**.**

If we default on our obligations to pay our other indebtedness, we may not be able to make payments on the 2026 Notes.

Any default under the agreements governing our indebtedness, including a default under the Credit Facility, the Asset-Backed Debt or under other indebtedness to which we may be a party that is not waived by the required lenders or holders, and the remedies sought by the holders of such indebtedness could make us unable to pay principal, premium, if any, and interest on the 2026 Notes and substantially decrease the market value of the 2026 Notes.

If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, and interest on our indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, in the instruments governing our indebtedness, we could be in default under the terms of the agreements governing such indebtedness. In the event of such default, the holders of such indebtedness could elect to declare all the funds borrowed thereunder to be due and payable, together with accrued and unpaid interest, the lenders or holders under the Credit Facility, the Asset-Backed Debt or other debt we may incur in the future could elect to terminate their commitments, cease making further loans and institute foreclosure proceedings against our assets, and we could be forced into bankruptcy or liquidation.

If our operating performance declines, we may in the future need to seek to obtain waivers from the required lenders or holders under the agreements relating to the Credit Facility, the Asset-Backed Debt or other debt that we may incur in the future to avoid being in default. If we breach our covenants under the Credit Facility, the Asset-Backed Debt or other debt and seek a waiver, we may not be able to obtain a waiver from the required lenders or holders. If this occurs, we would be in default and our lenders or holders could exercise their rights as described above, and we could be forced into bankruptcy or liquidation. If we are unable to repay debt, lenders or holders having secured obligations, including the lenders or holders under the Credit Facility and the Asset-Backed Debt, could proceed against the collateral securing such debt. Because the Credit Facility and the Asset-Backed Debt have, and any future debt will likely have, customary cross-default provisions, if the indebtedness thereunder or under any future credit facility is accelerated, we may be unable to repay or finance the amounts due.

A downgrade, suspension or withdrawal of a credit rating assigned by a rating agency to us or our unsecured debt, if any, or change in the debt markets could cause the liquidity or market value of the 2026 Notes to decline significantly.

Our credit ratings are an assessment by a rating agency of our ability to pay our debts when due. Consequently, real or anticipated changes in our credit ratings will generally affect the market value of the 2026 Notes. These credit ratings may not reflect the potential impact of risks relating to the structure or marketing of the 2026 Notes. Credit ratings are not a recommendation to buy, sell or hold any security, and may be revised or withdrawn at any time by the issuing organization in its sole discretion. Neither we nor any underwriter undertakes any obligation to maintain our credit ratings or to advise holders of Notes of any changes in our credit ratings. There can be no assurance that our credit ratings will remain for any given period of time or that such credit ratings will not be lowered or withdrawn entirely by a rating agency if in its judgment future circumstances relating to the basis of the credit ratings, such as adverse changes in our company, so warrant. An increase in the competitive environment, inability to cover distributions, or increase in leverage could lead to a downgrade in our credit ratings and limit our access to the debt and equity markets capability impairing our ability to grow the business. The conditions of the financial markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future, which could have an adverse effect on the market prices of the 2026 Notes.

RISKS RELATING TO OUR DEBT SECURITIZATION

We are subject to certain risks as a result of our interests in connection with the 2036-R Securitization, the 2036 Securitization and the 2037 Securitization and our equity interests in the 2036-R Securitization Issuers, the 2036 Securitization Issuer and the 2037 Securitization Issuer.

On July 25, 2024, PennantPark CLO I, Ltd (the "2036-R Securitization Issuer"), a wholly-owned and consolidated subsidiary of the Company, and PennantPark CLO I LLC, a wholly-owned subsidiary of the Issuer (the "2036-R Co-Securitization Issuer" and, together with the 2036-R Securitization Issuer, the "2036-R Securitization Issuers"), closed the refinancing and upsize of a four-year reinvestment period, twelve-year final maturity $351.0 million debt securitization in the form of a collateralized loan obligation (the "2036-R Securitization"). The 2036-R Securitization was executed through the issuance and incurrence, as applicable, of the 2036-R Asset-Backed Debt. As part of the 2036-R Securitization, we sold and/or contributed to the 2036-R Securitization Issuer approximately $277 million par amount of middle market loans, which loans constituted part of the initial portfolio of assets securing the 2036-R Asset-Backed Debt (other than the $64 million of subordinated notes issued by the 2036-R Securitization Issuer pursuant to the 2036-R Indenture).

As a result of the 2036-R Securitization, we hold, indirectly through CLO I Depositor, LLC, our wholly-owned subsidiary (the "R-Depositor"), 100% of the equity interests in the 2036-R Securitization Issuers. As a result, we consolidate the financial statements of the 2036-R Securitization Issuers, as well as our other subsidiaries, in our consolidated financial statements. Because each of the 2036-R Securitization Issuers is disregarded as an entity separate from its owners for U.S. federal income tax purposes, the sale or contribution by us to the 2036-R Securitization Issuers, as applicable, did not constitute a taxable event for U.S. federal income tax purposes. If the IRS were to take a contrary position, there could be a material adverse effect on our business, financial condition, results of operations or cash flows.

On February 22, 2024, we completed the 2036 Securitization, which was executed through the issuance and incurrence, as applicable, of the 2036 Asset-Backed Debt. by, our consolidated subsidiary, PennantPark CLO VIII, LLC, a Delaware limited liability company (the "2036 Securitization Issuer"). As part of the 2036 Securitization, we sold and/or 2036 contributed via the Financing Subsidiary to the 2036 Securitization Issuer approximately $265.03 million par amount of middle market loans, which loans constituted part of the initial portfolio of assets securing the 2036 Asset-Backed Debt (other than the $63.55 million of subordinated notes issued pursuant to the 2036 Indenture).

As a result of the 2036 Securitization, we hold, indirectly through the 2036 Financing Subsidiary, 100% of the equity interests in the 2036 Securitization Issuer. As a result, we consolidate the financial statements of the 2036 Financing Subsidiary and the 2036 Securitization Issuer, as well as our other subsidiaries, in our consolidated financial statements. Because each of the 2036 Financing Subsidiary and the 2036 Securitization Issuer is disregarded as an entity separate from its owners for U.S. federal income tax purposes, the sale or contribution by us to the 2036 Financing Subsidiary, and by the 2036 Financing Subsidiary to the 2036-R Securitization Issuer, as applicable, did not constitute a taxable event for U.S. federal income tax purposes. If the IRS were to take a contrary position, there could be a material adverse effect on our business, financial condition, results of operations or cash flows.

As a result of the 2037 Securitization, we hold, indirectly through the 2037 Financing Subsidiary, 100% of the equity interests in the 2037 Securitization Issuer. As a result, we consolidate the financial statements of the 2037 Financing Subsidiary and the 2037 Securitization Issuer, as well as our other subsidiaries, in our consolidated financial statements. Because each of the 2037 Financing Subsidiary and the 2037 Securitization Issuer is disregarded as an entity separate from its owners for U.S. federal income tax purposes, the sale or contribution by us to the 2037 Financing Subsidiary, did not constitute a taxable event for U.S. federal income tax purposes. If the IRS were to take a contrary position, there could be a material adverse effect on our business, financial condition, results of operations or cash flows.

An event of default in connection with the 2036-R Securitization or the 2036 Securitization or the 2037 Securitization could give rise to a cross-default under our other material indebtedness.

The documents governing our other material indebtedness contain customary cross-default provisions that could be triggered if an event of default occurs in connection with the 2036-R Securitization, the 2036 Securitization or the 2037 Securitization. An event of default with respect to our other indebtedness could lead to the acceleration of such indebtedness and the exercise of other remedies as provided in the documents governing such other indebtedness. This could have a material adverse effect on our business, financial condition, results of operations and cash flows and may result in our inability to make distributions sufficient to maintain our ability to be subject to tax as a RIC.We may not receive cash distributions in respect of our indirect ownership interests in the 2036 Securitization Issuer, 2036-R Securitization Issuers or the 2037 Securitization Issuer .

Apart from fees payable to us in connection with our role as servicer of the Securitization Loans and the reimbursement of related amounts under the documents governing the 2036 Securitization, 2036-R Securitization and the 2037 Securitization we receive cash in connection with the 2036 Securitization, 2036-R Securitization and the 2037 Securitization only to the extent that the Depositor receives payments in respect of its equity interests in the Securitization Issuers. The respective holders of the equity interests in the 2036 Securitization Issuer, 2036-R Securitization Issuers and the 2037 Securitization Issuers are the residual claimants on distributions, if any, made by the 2036 Securitization Issuer, 2036-R Securitization Issuers and the 2037 Securitization Issuers as applicable, after the holders of the 2036 Asset-Backed Debt (the "2036 Securitization Debtholders"), the holders of the 2036-R Asset-Backed Debt (the "2036-R Securitization Debtholders"), and the holders of the 2037 Asset-Backed

Debt as applicable, and other claimants have been paid in full on each payment date or upon maturity of the 2036 Asset-Backed Debt, 2036-R Asset-Backed Debt and 2037 Asset-Backed Debt as applicable, subject to the priority of payments under the documents governing the 2036 Securitization, the 2036-R Securitization and the 2037 Securitization as applicable. To the extent that the value of the 2036 Securitization Issuer's, 2036-R Securitization Issuer's and the 2037 Securitization Issuer's portfolio of loans is reduced as a result of conditions in the credit markets (relevant in the event of a liquidation event), other macroeconomic factors, distressed or defaulted loans or the failure of individual portfolio companies to otherwise meet their obligations in respect of the loans, or for any other reason, the ability of the 2036 Securitization Issuer, the 2036-R Securitization Issuers and the 2037 Securitization Issuers to make cash distributions in respect of the 2036 Financing Subsidiary's, the R-Depositor's equity interests or the 2037 Financing Subsidiary's as applicable, would be negatively affected and consequently, the value of the equity interests in the 2036 Securitization Issuer, the 2036-R Securitization Issuers or the 2037 Securitization Issuer as applicable, would also be reduced. In the event that we fail to receive cash indirectly from the 2036 Securitization Issuer, the 2036-R Securitization Issuers or the 2037 Securitization Issuers, we could be unable to make distributions, if at all, in amounts sufficient to maintain our ability to be subject to tax as a RIC.

The interests of the 2036 Securitization Debtholders, the 2036-R Securitization Debtholders and the 2037 Securitization Debtholders may not be aligned with our interests.

The 2036 Asset-Backed Debt, the 2036-R Asset-Backed Debt and the 2037 Asset-Backed Debt constitute debt obligations ranking senior in right of payment to the rights of the holders of the equity interests in the 2036 Securitization Issuer, the 2036-R Securitization Issuers and the 2037 Securitization Issuers, as residual claimants in respect of distributions, if any, made by the 2036 Securitization Issuer, the 2036-R Securitization Issuers and the 2037 Securitization Issuer. As such, there are circumstances in which the interests of the 2036 Securitization Debtholders, the 2036-R Securitization Debtholders and the 2037 Securitization Debt holders may not be aligned with the interests of holders of the equity interests in the 2036 Securitization Issuer or the 2036-R Securitization Issuers or the 2037 Securitization Issuers as applicable. For example, under the terms of the documents governing the 2036 Securitization, 2036-R Securitization, 2037 Securitization, the 2036 Securitization Debtholders, the 2036-R Securitization Debtholders and the 2037 Securitization Debtholders, as applicable, have the right to receive payments of principal and interest prior to holders of the equity interests.

For as long as the 2036 Asset-Backed Debt, the 2036-R Asset-Backed Debt or the 2037 Asset Backed Debt remain outstanding, the respective 2036 Securitization Debtholders, 2036-R Securitization Debtholders and 2037 Securitization Debtholders as applicable, have the right to act in certain circumstances with respect to the applicable securitization loans in ways that may benefit their interests but not the interests of the respective holders of the equity interests in the 2036 Securitization Issuer, the 2036-R Securitization Issuers or 2037 Securitization Issuers as applicable, including by exercising remedies under the documents governing the 2036 Securitization, the 2036-R Securitization or 2037 Securitization.

If an event of default occurs, the 2036 Securitization Debtholders, the 2036-R Securitization Debtholders or the 2037 Securitization Debtholders as applicable, will be entitled to determine the remedies to be exercised, subject to the terms of the documents governing the 2036 Securitization, the 2036-R Securitization and the 2037 Securitization as applicable. For example, upon the occurrence of an event of default with respect to the 2036 Asset-Backed Debt, the 2036-R Asset-Backed Debt or the 2037 Asset-Backed Debt as applicable, the applicable trustee may and will at the direction of the holders of a majority of the applicable 2036 Asset-Backed Debt, the 2036-R Asset-Backed Debt or 2037 Asset-Backed Debt as applicable, declare the principal, together with any accrued interest, of the debt to be immediately due and payable. This would have the effect of accelerating the principal on such debt, triggering a repayment obligation on the part of the 2036 Securitization Issuer, the 2036-R Securitization Issuers or 2037 Securitization Issuer as applicable. The 2036 Asset-Backed Debt, the 2036-R Asset-Backed Debt or the 2037 Asset-Backed Debt then outstanding will be paid in full before any further payment or distribution on the equity interest is made. There can be no assurance that there will be sufficient funds through collections on the applicable securitization loans or through the proceeds of the sale of the applicable securitization loans in the event of a bankruptcy or insolvency to repay in full the obligations under the 2036 Asset-Backed Debt, the 2036-R Asset-Backed Debt or the 2037 Asset-Backed Debt or to make any distribution to holders of the equity interests in the 2036 Securitization Issuer, the 2036-R Securitization Issuers or the 2037 Securitization Issuer.

Remedies pursued by the 2036 Securitization Debtholders, the 2036-R Securitization Debtholders or the 2037 Securitization Debtholders could be adverse to our interests as the indirect holder of the equity interests in the 2036 Securitization Issuer, the 2036-R Securitization Issuers and the 2037 Securitization Issuers, as applicable. The 2036 Securitization Debtholders, the 2036-R Securitization Debtholders and the 2037 Securitization Debtholders have no obligation to consider any possible adverse effect on such other interests. Thus, there can be no assurance that any remedies pursued by the 2036 Securitization Debtholders, the 2036-R Securitization Debtholders or the 2036-R Securitization Debtholders will be consistent with our best interests, or that we will receive, indirectly through the 2036 Financing Subsidiary, the R-Depositor or the 2037 Financing Subsidiary any payments or distributions upon an acceleration of the 2036 Asset-Backed Debt, the 2036-R Asset-Backed Debt or the 2037 Asset-Backed Debt, as applicable. Any failure of the 2036 Securitization Issuer or 2037 Securitization Issuer to make distributions in respect of the equity interests that we indirectly hold, whether as a result of an event of default and the acceleration of payments on the 2036 Asset-Backed Debt, the 2036-R Asset-Backed Debt or the 2037 Asset Backed Debt, as applicable, or otherwise, could have a material adverse effect on our business, financial condition, results of operations and cash flows and may result in our inability to make distributions sufficient to maintain our ability to be subject to tax as a RIC.

We have certain repurchase obligations with respect to the securitization loans transferred in connection with the 2036 Securitization, the 2036-R Securitization and the 2037 Securitization.

As part of each of the 2036 Securitization, the 2036-R Securitization and the 2037 Securitization, we entered into master loan agreements under which we would be required to repurchase any of the securitization loans (or participation interest therein) which were sold to the 2036 Securitization Issuer, the 2036-R Securitization Issuers or the Securitization Issuers, as applicable, in breach of certain customary representations and warranties made by us, the 2036 Financing Subsidiary, the R-Depositor or the 2037-Financing Subsidiary with respect to such securitization loans or the legal structure of the 2036 Securitization, the 2036-R Securitization or the 2037 Securitization, as applicable. To the extent that there is a breach of such representations and warranties and we fail to satisfy any such repurchase obligation, the applicable securitization trustee may, on behalf of the 2036 Securitization Issuer, the 2036-R Securitization Issuers or the 2037 Securitization, as applicable, bring an action against us to enforce these repurchase obligations.

GENERAL RISK FACTORS

We and our portfolio companies may maintain cash balances at financial institutions that exceed federally insured limits and may otherwise be materially affected by adverse developments affecting the financial services industry, such as actual events or concerns involving liquidity, defaults or non-performance by financial institutions or transactional counterparties.

Our cash is held in accounts at U.S. banking institutions that we believe are of high quality. Cash held by us and by our portfolio companies in non-interest-bearing and interest-bearing operating accounts may exceed the Federal Deposit Insurance Corporation insurance limits. If such banking institutions were to fail, we or our portfolio companies could lose all or a portion of those amounts held in excess of such insurance limitations. In addition, actual events involving limited liquidity, defaults, non-performance or other adverse developments that affect financial institutions, transactional counterparties or other companies in the financial services industry or the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past and may in the future lead to market-wide liquidity problems, which could adversely affect our and our portfolio companies' business, financial condition, results of operations, or prospects.

Although we assess our and our portfolio companies' banking relationships as we believe necessary or appropriate, our and our portfolio companies' access to funding sources and other credit arrangements in amounts adequate to finance or capitalize our respective current and projected future business operations could be significantly impaired by factors that affect us or our portfolio companies, the financial institutions with which we or our portfolio companies have arrangements directly, or the financial services industry or economy in general. These factors could include, among others, events such as liquidity constraints or failures, the ability to perform obligations under various types of financial, credit or liquidity agreements or arrangements, disruptions or instability in the financial services industry or financial markets, or concerns or negative expectations about the prospects for companies in the financial services industry. These factors could involve financial institutions or financial services industry companies with which we or our portfolio companies have financial or business relationships, but could also include factors involving financial markets or the financial services industry generally.

In addition, investor concerns regarding the U.S. or international financial systems could result in less favorable commercial financing terms, including higher interest rates or costs and tighter financial and operating covenants, or systemic limitations on access to credit and liquidity sources, thereby making it more difficult for us or our portfolio companies to acquire financing on acceptable terms or at all.

Inflation may adversely affect the business, results of operations and financial condition of our portfolio companies.

Certain of our portfolio companies are in industries that may be impacted by inflation. If such portfolio companies are unable to pass any increases in their costs of operations along to their customers, it could adversely affect their operating results and impact their ability to pay interest and principal on our loans, particularly if interest rates rise in response to inflation. In addition, any projected future decreases in our portfolio companies' operating results due to inflation could adversely impact the fair value of those investments. Any decreases in the fair value of our investments could result in future realized or unrealized losses and therefore reduce our net assets resulting from operations.

Global capital markets could enter a period of severe disruption and instability due to future recessions, disease pandemics and other serious health events, political instability, geopolitical turmoil and foreign hostilities. These market conditions have historically had and could again have a materially adverse effect on debt and equity capital markets in the United States, which could have a materially negative impact on our business, financial condition and results of operations.

The U.S. and global capital markets have, from time to time, experienced periods of disruption characterized by the freezing of available credit, a lack of liquidity in the debt capital markets, significant losses in the principal value of investments, the re-pricing of credit risk in the broadly syndicated credit market, the failure of certain financial institutions and general volatility in the financial markets. During these periods of disruption, general economic conditions deteriorated with material and adverse consequences for the broader financial and credit markets, and the availability of debt and equity capital for the market as a whole, and financial services firms in particular, was reduced significantly. These conditions may reoccur for a prolonged period of time or materially worsen in the future. In addition, uncertainty between the United States and other countries with respect to trade policies, treaties and tariffs, among other factors, have caused disruptions in the global markets, including markets in which we participate, and we cannot assure you that these market conditions will not continue or worsen in the future. We may in the future have difficulty accessing debt and equity capital markets, and a severe disruption in the global financial markets, deterioration in credit and financing conditions or uncertainty regarding U.S. government spending and deficit levels or other global economic and political conditions, including future recessions, political instability, geopolitical turmoil and foreign hostilities, and disease, pandemics and other serious health events, could have a material adverse effect on our business, financial condition and results of operations.

Volatility or a prolonged disruption in the credit markets could materially damage our business.

We are required to record our assets at fair value, as determined in good faith by our board of directors, in accordance with our valuation policy. As a result, volatility in the capital markets may have a material adverse effect on our valuations and our NAV, even if we hold investments to maturity. Volatility or dislocation in the capital markets may depress our stock price below our NAV per share and create a challenging environment in which to raise equity and debt capital. As a BDC, we are generally not able to issue additional shares of our common stock at a price less than our NAV without first obtaining approval for such issuance from our stockholders and our independent directors. Additionally, our ability to incur indebtedness is limited by the asset coverage ratio requirements for a BDC, as defined under the 1940 Act. Declining portfolio values negatively impact our ability to borrow additional funds under the Credit Facility because our NAV is reduced for purposes of the asset coverage ratio. If the fair value of our assets declines substantially, we may fail to maintain the asset coverage ratio stipulated by the 1940 Act, which could, in turn, cause us to lose our status as a BDC and materially impair our business operations. A lengthy disruption in the credit markets could also materially decrease demand for our investments and could materially damage our business, financial condition and results of operations.

The significant disruptions in the capital markets experienced in the past has had, and may in the future have, a negative effect on the valuations of our investments and on the potential for liquidity events involving our investments. The debt capital that may be available to us in the future may be at a higher cost and have less favorable terms and conditions than those currently in effect. If our financing costs increase and we have no increase in interest income, then our net investment income will decrease. A prolonged inability to raise capital may require us to reduce the volume of investments we originate and could have a material adverse impact on our business, financial condition and results of operations. This may also increase the probability that other structural risks negatively impact us. These situations may arise due to circumstances that we may be unable to control, such as a lengthy disruption in the credit markets, a severe decline in the value of the U.S. dollar, a sharp economic downturn or recession or an operational problem that affects third parties or us, and could materially damage our business, financial condition and results of operations.

Any public health emergency, including any outbreak of existing or new diseases, and the resulting financial and economic market uncertainty could have a significant adverse impact on us.

The extent of the impact of any public health emergency, on our and our portfolio companies' operational and financial performance will depend on many factors, including the duration and scope of such public health emergency, the actions taken by governmental authorities to contain its financial and economic impact, the extent of any related travel advisories and restrictions implemented, the impact of such public health emergency on overall supply and demand, investor liquidity and levels of economic activity and the extent of its disruption to important global, regional and local supply chains and economic markets, all of which are highly uncertain and cannot be predicted. In addition, our and our portfolio companies' operations may be significantly impacted, or halted, as a result of government quarantine measures, restrictions on travel and other factors related to a public health emergency, including its potential adverse impact on the health of any of our or our portfolio companies' personnel. This could create widespread business continuity issues for us and our portfolio companies. These factors may also cause the valuation of our investments to differ materially from the values that we may ultimately realize. Any public health emergency, including any outbreak of existing or new epidemic diseases, or the threat thereof, and the resulting financial and economic market uncertainty could have a significant adverse impact on us and the fair value of our investments and our portfolio companies.

Economic sanction laws in the United States and other jurisdictions may prohibit us and our affiliates from transacting with certain countries, individuals and companies.

Economic sanction laws in the United States and other jurisdictions may prohibit us or our affiliates from transacting with certain countries, individuals and companies. In the United States, the U.S. Department of the Treasury's Office of Foreign Assets Control administers and enforces laws, executive orders and regulations establishing U.S. economic and trade sanctions, which prohibit, among other things, transactions with, and the provision of services to, certain non-U.S. countries, territories, entities and individuals. These types of sanctions may significantly restrict or completely prohibit investment activities in certain jurisdictions, and if we, our portfolio companies or other issuers in which we invest were to violate any such laws or regulations, we may face significant legal and monetary penalties.

The Foreign Corrupt Practices Act, or FCPA, and other anti-corruption laws and regulations, as well as anti-boycott regulations, may also apply to and restrict our activities, our portfolio companies and other issuers of our investments. If an issuer or we were to violate any such laws or regulations, such issuer or we may face significant legal and monetary penalties. The U.S. government has indicated that it is particularly focused on FCPA enforcement, which may increase the risk that an issuer or us becomes the subject of such actual or threatened enforcement. In addition, certain commentators have suggested that private investment firms and the funds that they manage may face increased scrutiny and/or liability with respect to the activities of their underlying portfolio companies. As such, a violation of the FCPA or other applicable regulations by us or an issuer of our portfolio investments could have a material adverse effect on us. We are committed to complying with the FCPA and other anti-corruption laws and regulations, as well as anti-boycott regulations, to which it is subject. As a result, we may be adversely affected because of our unwillingness to enter into transactions that violate any such laws or regulations.

We may be the target of litigation.

We may be the target of securities litigation in the future, particularly if the trading price of our common stock or our 2026 Notes fluctuates significantly. We could also generally be subject to litigation, including derivative actions by our stockholders. Any litigation could result in substantial costs and divert management's attention and resources from our business and cause a material adverse effect on our business, financial condition and results of operations.

The effect of global climate change may impact the operations of our portfolio companies.

There may be evidence of global climate change. Climate change creates physical and financial risk and some of our portfolio companies may be adversely affected by climate change. For example, the needs of customers of energy companies vary with weather conditions, primarily temperature and humidity. To the extent weather conditions are affected by climate change, energy use could increase or decrease depending on the duration and magnitude of any changes. Increases in the cost of energy could adversely affect the cost of operations of our portfolio companies if the use of energy products or services is material to their business. A decrease in energy use due to weather changes may affect some of our portfolio companies' financial condition through, for example, decreased revenues. Extreme weather conditions in general require more system backup, adding to costs, and can contribute to increased system stresses, including service interruptions.

Legislative or regulatory tax changes could adversely affect investors.

At any time, the federal income tax laws governing RICs or the administrative interpretations of those laws or regulations may be amended. The Trump Administration has enacted significant changes to the existing U.S. tax rules that include, among others, a minimum tax on book income and profits of certain multinational corporations, and there are a number of proposals in the U.S. Congress that would similarly modify the existing U.S. tax rules. The likelihood of any new legislation being enacted is uncertain. Any new laws, regulations or interpretations may take effect retroactively and could adversely affect the taxation of us or our shareholders. Therefore, changes in tax laws, regulations or administrative interpretations or any amendments thereto could diminish the value of an investment in our shares or the value or the resale potential of our investments.

Changes to U.S tariff and import/export regulations may have a negative effect on our portfolio companies

There have been significant changes to U.S trade policies, treaties and tariffs, and in the future there may be additional significant changes. Existing or new tariffs imposed on foreign goods imported by the United States or on U.S goods imported by foreign countries could subject us or our portfolio companies to additional risks. Among other effects, tariffs may increase the cost of production for certain of our portfolio companies or reduce demand for their products, which could adversely affect their results of operations. We cannot predict whether, or so what extent, any tariff or other trade protections may affect our portfolio companies or our business, financial condition or results of operations.

We are subject to risks associated with cybersecurity and cyber incidents.

Our internal computer systems and infrastructure and those of our Investment Adviser, strategic collaborators, vendors, contractors, consultants or regulators with whom we share confidential, protected or sensitive data or information, or upon which our business relies, are vulnerable to damage from computer viruses, unauthorized access, misuse, natural disasters, terrorism, cybersecurity threats, war and telecommunication and electrical failures, as well as security compromises or breaches, which may compromise our systems, infrastructure, data or that of those with whom we share such data or information or upon which our business relies, or lead to data compromise, misuse, misappropriation or leakage. We may experience, and from time to time have experienced, cyber attacks on our information technology systems and infrastructure by threat actors of all types (including nation states, criminal enterprises, individual actors or advanced persistent threat groups, among others). In addition to extracting sensitive information, such attacks could include the deployment of harmful malware, ransomware, digital extortion, business email compromises and denial-of-service attacks, social engineering (including phishing attacks) and other means to affect server reliability and threaten the confidentiality, integrity and availability of information, systems or infrastructure.

As our reliance on technology has increased, so have the risks posed to our information systems, both internal and those provided by our Investment Adviser and other third-parties. We, along with our Investment Adviser, have implemented processes, procedures and internal controls to help mitigate cybersecurity risks and cyber-attacks, but these measures, as well as our increased awareness of the nature and extent of the risk of a cyber attack, may be ineffective and do not guarantee that a cyber attack will not occur or that our financial results, operations or confidential information will not be negatively impacted by such an attack. Further, our contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in our contracts are sufficient to protect us from liabilities, damages or claims related to our privacy and data security obligations. Further, although we maintain cyber liability insurance, this insurance may not provide adequate coverage against potential liabilities related to any experienced cybersecurity attack or breach.

Furthermore, cybersecurity continues to be a priority for regulators around the world, and some jurisdictions have enacted laws requiring companies to notify individuals and/or regulators of data security breaches involving certain types of personal information. If we fail to comply with the relevant laws and regulations, we could suffer financial losses, a disruption of our businesses, liability to investors, regulatory intervention or reputational damage.

We are subject to risks related to artificial intelligence

Artificial intelligence, including machine learning and similar tools and technologies that collect, aggregate, analyze or generate data or other materials (collectively, "AI"), and its current and potential future applications including in the private investment and financial industries, as well as the legal and regulatory frameworks within which AI operates, continue to rapidly evolve. While we and our Investment Adviser do not use AI at this time to make investment recommendations, the use of AI could exacerbate or create new and unpredictable risks to our business, including by potentially significantly disrupting the markets in which we operate or subjecting us and our Investment Adviser to increased competition and regulation, which could materially and adversely affect business, financial condition or results of operations of our Investment Adviser and us. In addition, the use of AI by bad actors could heighten the sophistication and effectiveness of cyber and security attacks experienced by the Investment Adviser and us.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

The Company has processes in place to assess, identify, and manage material risks from cybersecurity threats. The Company's business is dependent on the communications and information systems of the Adviser and other third-party service providers. The Adviser manages the Company's day-to-day operations and has implemented a cybersecurity program that applies to the Company and its operations. The Adviser manages the Company's day-to-day operations and has implemented a cybersecurity program that applies to the Company and its operations.

Cybersecurity Program Overview

The Adviser has instituted a cybersecurity program designed to identify, assess, and manage cyber risks applicable to the Company. The Adviser's cyber risk management program involves risk assessments, implementation of security measures, and ongoing monitoring of systems and networks, including networks on which the Company relies. The Adviser actively monitors the current threat landscape in an effort to identify material risks arising from new and evolving cybersecurity threats, including material risks faced by the Company.

The Company relies on the Adviser to engage external experts, including cybersecurity assessors, consultants, and auditors to evaluate cybersecurity measures and risk management processes, including those applicable to the Company.

The Company relies on the Adviser's risk management program and processes, which include cyber risk assessments.

The Company depends on and engages various third parties, including suppliers, vendors, and service providers, to operate its business. The Company relies on the expertise of risk management, legal, information technology, and compliance personnel of the Adviser when identifying and overseeing risks from cybersecurity threats associated with our use of such entities.

Board Oversight of Cybersecurity Risks

The Board provides strategic oversight on cybersecurity matters, including risks associated with cybersecurity threats. The Board receives periodic updates from the Company's Chief Compliance Officer ("CCO") regarding the overall state of the Adviser's cybersecurity program, information on the current threat landscape, and risks from cybersecurity threats and cybersecurity incidents impacting the Company.

Management's Role in Cybersecurity Risk Management

The Company's management, including the Company's Chief Financial Officer ("CFO") and CCO, is responsible for assessing and managing material risks from cybersecurity threats. The CFO and CCO of the Company oversee the Company's oversight function generally and rely on Information Technology staff of, and consultants to, the Adviser to manage the assessment and management of material risks from cybersecurity threats. The CFO has been responsible for his oversight function as CFO to the Company for three years and has worked in the financial services industry for more than 30 years, during which time the CFO has gained expertise in assessing and managing risk applicable to the Company. The CCO has been responsible for oversight functions for the Company for three years. The current CCO has been serving since April 2025 and has worked in the financial services industry for more than 35 years, during which time the CCO has gained expertise in assessing and managing risks applicable to the Company.

Management of the Company, including the CCO, is informed about and monitors the prevention, detection, mitigation, and remediation of cybersecurity incidents impacting the Company, including through the receipt of notifications from service providers and reliance on communications with risk management, legal, information technology, and/or compliance personnel of the Adviser.

Assessment of Cybersecurity Risk

The potential impact of risks from cybersecurity threats on the Company are assessed on an ongoing basis, and how such risks could materially affect the Company's business strategy, operational results, and financial condition are regularly evaluated. During the reporting period the Company has not identified any risks from cybersecurity threats, including as a result of previous cybersecurity incidents, that the Company believes have materially affected, or are reasonably likely to materially affect, the Company, including its business strategy, operational results, and financial condition.

Item 2. Properties

As of September 30, 2025, we did not own any real estate or other physical properties materially important to our operation. We believe that the office facilities of the Investment Adviser and Administrator are suitable and adequate for our business as it is contemplated to be conducted.

Item 3. Legal Proceedings

None of us, our Investment Adviser or our Administrator, is currently subject to any material legal proceedings, nor, to our knowledge, is any material legal proceeding threatened against us, or against our Investment Adviser or Administrator. From time to time, we, our Investment Adviser or Administrator may be a party to certain legal proceedings, including proceedings relating to the enforcement of our rights under contracts with our portfolio companies. While the outcome of these legal proceedings cannot be predicted with certainty, we do not expect that these proceedings will have a material effect upon our financial condition or results of operations.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

PRICE RANGE OF COMMON STOCK

On April 14, 2022, listing and trading of the Company's common stock commenced on the New York Stock Exchange after the Company voluntarily withdrew the principal listing of its common stock from the Nasdaq Global Stock Market effective at market close on April 13, 2022. Our common stock trades on the New York Stock Exchange under the symbol "PFLT." The following table lists the high and low closing sale prices for our common stock, the closing sale prices as a premium or (discount) to our NAV per share and distributions per share for each full quarterly period within the fiscal years ended September 30, 2025 and 2024.

Period	NAV [1]	Closing Sale Prices High	Closing Sale Prices Low	Premium / (Discount) of High Sale Price to NAV [2]	Premium / (Discount) of Low Sale Price to NAV [2]	Distributions Declared
Year Ended September 30, 2025						
Fourth quarter	$ 10.83	$ 10.82	$ 8.89	(0)%	(18)%	$ 0.308
Third quarter	10.96	11.13	9.18	2	(16)	0.308
Second quarter	11.07	11.42	10.91	3	(1)	0.308
First quarter	11.34	11.89	10.67	5	(6)	0.308
Year Ended September 30, 2024						
Fourth quarter	$ 11.31	$ 11.94	$ 10.49	6%	(7)%	$ 0.308
Third quarter	11.34	11.61	11.09	2	(2)	0.308
Second quarter	11.40	12.61	11.09	11	(3)	0.308
First quarter	11.20	12.24	9.71	9	(13)	0.308

[1] NAV per share is determined as of the last day in the relevant quarter and therefore may not reflect the NAV per share on the date of the high and low sales prices. The NAVs shown are based on outstanding shares at the end of each period.

[2] Calculated as the respective high or low closing sales price less NAV per share, divided by the quarter-end NAV per share.

Shares of BDCs may trade at a market price both above and below the NAV that is attributable to those shares. Our shares have traded above and below our NAV. Our shares closed on the New York Stock Exchange at $8.89 and $11.57 on September 30, 2025 and 2024, respectively. Our NAV per share was $10.83 and $11.31 as of the same dates. The possibility that our shares of common stock will trade at a discount from NAV or at a premium that is unsustainable over the long term is separate and distinct from the risk that our NAV will decrease. It is not possible to predict whether our shares will trade at, above or below our NAV in the future. As of September 30, 2025, we had 32 stockholders of record.

Sale of Unregistered Securities

We did not engage in any sales of unregistered securities during the year ended September 30, 2025.

Issuer Purchases of Equity Securities

We did not repurchase any of our common stock during the year ended September 30, 2025.

DISTRIBUTIONS

We intend to continue making monthly distributions to our stockholders. The timing and amount of our monthly distributions, if any, is determined by our board of directors. Any distributions to our stockholders are declared out of assets legally available for distribution. We monitor available net investment income to determine if a tax return of capital may occur for the fiscal year. To the extent our taxable earnings fall below the total amount of our distributions for any given fiscal year, a portion of those distributions may be deemed to be a tax return of capital to our common stockholders.

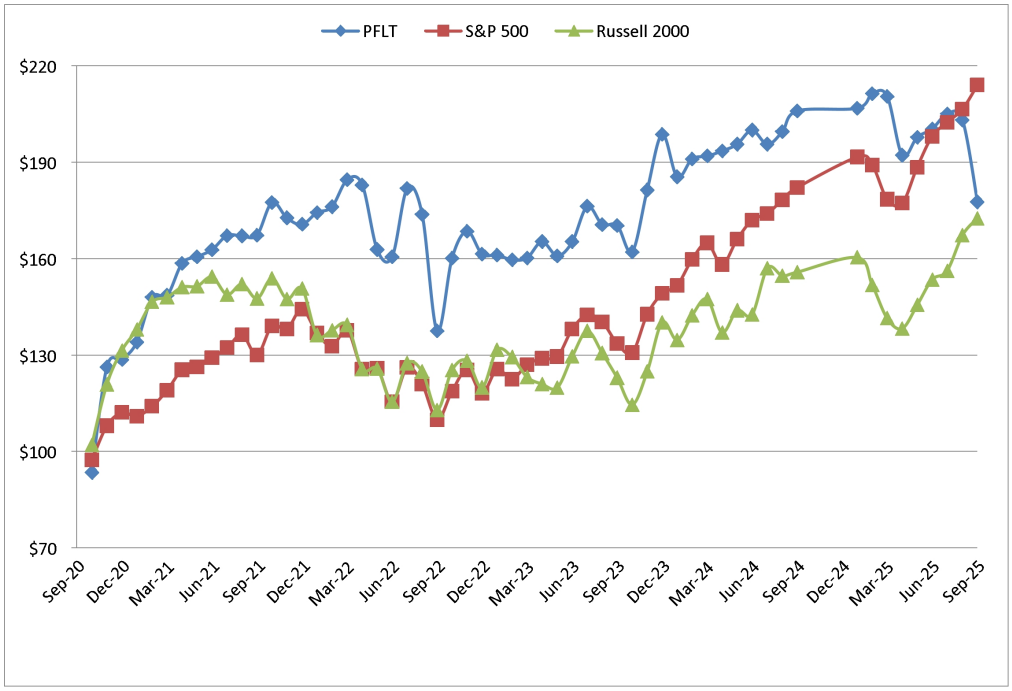
In January 2026, a Form 1099-DIV will be sent to stockholders subject to information reporting that will state the amount and composition of distributions and provide information with respect to appropriate tax treatment of our distributions.

The tax characteristics of distributions declared, in accordance with Section 19(a) of the 1940 Act, for our fiscal and taxable years ended September 30, 2025 and 2024 from ordinary income (including short-term gains), if any, totaled $113.9 million, or $1.23 per share, and $80.6 million, or $1.23 per share, respectively, based on the weighted average shares outstanding for the respective periods. Additionally, for both years ended September 30, 2025 and 2024, we did not pay any distributions from long-term capital gains.

We may not be able to achieve operating results that will allow us to make distributions at a specific level or to increase the amount of these distributions from time to time. In addition, we may be limited in our ability to make distributions due to the asset coverage ratio for borrowings when applicable to us as a BDC under the 1940 Act and due to provisions in future credit facilities. If we do not distribute a certain minimum percentage of our income annually, we will suffer adverse tax consequences, including possible loss of our ability to be subject to tax as a RIC. We cannot assure stockholders that they will receive any distributions or distributions at a particular level.

Stock Performance Graph

This graph compares the return on our common stock with that of the Standard & Poor's 500 Stock Index (the "S&P Index") and the Russell 2000 Financial Services Index, for the last five fiscal years. The graph assumes that, on September 30, 2020, a person invested $100 in each of our common stock, the S&P 500 Index, and the Russell 2000 Financial Services Index. The graph measures total stockholder return, which takes into account both changes in stock price and distributions. It assumes that distributions paid are invested in like securities.



The graph and other information furnished under this Part II Item 5 of this Report shall not be deemed to be "soliciting material" or to be "filed" with the SEC or subject to Regulation 14A or 14C, or to the liabilities of Section 18 of the Exchange Act. The stock price performance included in the above graph is not necessarily indicative of future stock price performance.

FEES AND EXPENSES

The following table is being provided to update, as of September 30, 2025, certain information in our registration statement on Form N-2 (File No. 333-279726), most recently declared effective by the SEC on July 17, 2024. This table will assist you in understanding the various costs and expenses that an investor in shares of our common stock will bear directly or indirectly. However, we caution you that some of the percentages indicated in the table below are estimates and may vary from actual results. The following table should not be considered a representation of our future expenses. Actual expenses may be greater or less than shown. Except where the context suggests otherwise, whenever reference is made to fees or expenses paid by "you" or "us" or that "we" will pay, stockholders will indirectly bear such fees or expenses as investors in us.

Stockholder transaction expenses	
Sales load (as a percentage of offering price)	—%[1]
Offering expenses (as a percentage of offering price)	—%[2]
Total stockholder expenses (as a percentage of offering price)	—%
Estimated annual expenses (as a percentage of average net assets attributable to common shares)[3]	
Management fees	2.27%[4]
Incentive fees	2.53%[5]
Interest on borrowed funds	9.39%[6]
Acquired fund fees and expenses	8.40%[7]
Other expenses	0.81%[8]
Total estimated annual expenses	23.40%[9]

(1)In the event that the securities to which any applicable prospectus relates are sold to or through underwriters or agents, a corresponding prospectus supplement will disclose the applicable sales load.

(2)In the event that we conduct an offering of our securities, a corresponding prospectus supplement will disclose the estimated amount of offering expenses, the offering price and the offering expenses borne by us as a percentage of the offering price.

(3)Net assets attributable to common shares equals average net assets for the fiscal year ended September 30, 2025.

(4)The contractual management fee is calculated at an annual rate of 1.00% of our average adjusted gross assets on September 30, 2025.

(5)The portion of incentive fees paid with respect to net investment income and capital gains, if any, is based on actual amounts incurred during the fiscal year ended September 30, 2025. Such incentive fees are based on performance, vary from period to period and are not paid unless our performance exceeds specified thresholds. Incentive fees in respect of net investment income do not include incentive fees in respect of net capital gains. The portion of our incentive fee paid in respect of net capital gains is determined and payable in arrears as of the end of each calendar year (or upon termination of the Investment Management Agreement, as of the termination date) and equals 20.0% of our realized capital gains, if any, on a cumulative basis from inception through the end of each calendar year, computed net of all realized capital losses and unrealized capital depreciation on a cumulative basis, less the aggregate amount of any previously paid capital gain incentive fees. For purposes of this chart and our Consolidated Financial Statements, our incentive fees on capital gains are calculated in accordance with GAAP. As we cannot predict our future net investment income or capital gains, the incentive fee paid in future periods, if any, may be substantially different than the fee earned during the fiscal year ended September 30, 2025. For more detailed information about the incentive fee, please see "Item 1. Business—Investment Management Agreement" and "Item 1. Business—Investment Advisory Fees".

(6)As of September 30, 2025, we had $683.9 million in borrowings outstanding under the Credit Facility, $185.0 million outstanding under of 2026 Notes, $266.0 million outstanding under the 2036-R Asset-Backed Debt, $287.0 million outstanding under the 2036 Asset-Backed Debt, and $361.0 million outstanding under the 2037 Asset-Backed Debt. We may use proceeds of an offering of securities under any applicable registration statement to repay outstanding obligations under the Credit Facility. After completing any such offering, we may continue to borrow under the Credit Facility to finance our investment objectives. Annual interest expense on borrowed funds represents actual interest expense, amendment costs incurred on the Credit Facility, and debt issuance costs, if any, for the fiscal year ended September 30, 2025 and we caution you that our actual interest expense in the future will depend on prevailing interest rates and our rate of borrowing, which may be substantially higher than the amount provided in this table.

(7)Our stockholders indirectly bear 87.5% of the expenses of our investment in PSSL. No management fee is charged by PennantPark Investment Advisers in connection with PSSL. PSSL pays the Administrator an annual fee of 0.25% of average gross assets under management. For this chart, PSSL fees and operating expenses are based on our share of the actual fees and operating expenses of PSSL for the fiscal year ended September 30, 2025. Expenses for PSSL may fluctuate over time and may be substantially higher or lower in the future.
Our stockholders indirectly bear 23.08% of the expenses of our investment in PTSF. A management fee equal to 0.50% per annum of the gross assets of PTSF and its subsidiaries is charged by PennantPark Investment Advisers in connection with PTSF, and the entity is subject to an incentive fee of 20% of residual income proceeds after the internal rate of return on the equity has reached at least 12%. For this chart, PTSF fees and operating expenses are based on our share of the actual fees and operating expenses of PTSF for the fiscal year ended September 30, 2025. Expenses for PTSF may fluctuate over time and may be substantially higher or lower in the future.

(8)"Other expenses" includes our general and administrative expenses, professional fees, directors' fees, insurance costs, taxes and the expenses of the Investment Adviser reimbursable under our Investment Management Agreement and of the Administrator reimbursable under our Administration Agreement. Such expenses are based on estimated amounts for the current fiscal year.

(9)"Total estimated annual expenses" as a percentage of average net assets attributable to common shares, to the extent we borrow money to make investments, are higher than the total estimated annual expenses percentage would be for a company that is not leveraged. We may borrow money to leverage our net assets and increase our total assets. The SEC requires that the "total estimated annual expenses" percentage be calculated as a percentage of average net assets (defined as total assets less indebtedness) rather than total assets, which include assets that have been funded with borrowed money. If the "Total estimated annual expenses" percentage were calculated instead as a percentage of total assets, our "Total estimated annual expenses" would be 9.71% of average total assets.

Example

The following example illustrates the projected dollar amount of total cumulative expenses that you would pay on a $1,000 hypothetical investment in common shares, assuming (1) a 3.0% sales load (underwriting discounts and commissions) and offering expenses totaling 0.50%, (2) total net estimated annual expenses of 20.87% of average net assets attributable to common shares as set forth in the table above (other than performance-based incentive fees) and (3) a 5% annual return.

You would pay the following expenses on a $1,000 common stock investment	**1 Years**	**3 Years**	**5 Years**	**10 Years**
Assuming a 5% annual return (assumes no return from net realized capital gains or net unrealized capital appreciation)	$ 220	$ 508	$ 711	$ 996
Assuming a 5% annual return (assumes return only from realized capital gains and thus subject to the capital gains incentive fee)	$ 228	$ 522	$ 726	$ 1,000

This example and the expenses in the table above should not be considered a representation of our future expenses. Actual expenses may be greater or less than those assumed. The table above is provided to assist you in understanding the various costs and expenses that an investor in our common stock will bear directly or indirectly. While the example assumes, as required by the SEC, a 5% annual return, our performance will vary and may result in a return greater or less than 5%. If we were to earn an annual return equal to or less than 5% from net investment income, the incentive fee under our Investment Management Agreement would not be earned or payable. If our returns on our investments, including the realized capital gains, result in an incentive fee, then our expenses would be higher. The example assumes that all distributions are reinvested at NAV. See "Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities—Distributions" for more information.

Item 6. Selected Financial Data

Not applicable.

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS

This Report, including Management's Discussion and Analysis of Financial Condition and Results of Operations, contains statements that constitute forward-looking statements, which relate to us and our consolidated subsidiaries regarding future events or our future performance or future financial condition. These forward-looking statements are not historical facts, but rather are based on current expectations, estimates and projections about our Company, our industry, our beliefs and our assumptions. The forward-looking statements contained in this Report involve risks and uncertainties, including statements as to:

- our future operating results;
- our business prospects and the prospects of our prospective portfolio companies;
- changes in political, economic or industry conditions, the interest rate environment or conditions affecting the financial and capital markets that could result in changes to the value of our assets;
- the dependence of our future success on the general economy and its impact on the industries in which we invest;
- the impact of a protracted decline in the liquidity of credit markets on our business;
- the impact of investments that we expect to make;
- the impact of fluctuations in interest rates and foreign exchange rates on our business and our portfolio companies;
- our contractual arrangements and relationships with third parties;
- the valuation of our investments in portfolio companies, particularly those having no liquid trading market;
- the ability of our prospective portfolio companies to achieve their objectives;
- our expected financings and investments and ability to fund capital commitments to PSSL;
- the adequacy of our cash resources and working capital;
- the timing of cash flows, if any, from the operations of our prospective portfolio companies;
- the impact of price and volume fluctuations in the stock market;
- increasing levels of inflation, and its impact on us and our portfolio companies;
- the ability of our Investment Adviser to locate suitable investments for us and to monitor and administer our investments;
- the impact of future legislation and regulation on our business and our portfolio companies;
- the impact of the ongoing invasion of Ukraine by Russia other world economic and political issues; and
- the inability to develop and maintain effective internal control over financial reporting.

We use words such as "anticipates," "believes," "expects," "intends," "seeks," "plans," "estimates" and similar expressions to identify forward-looking statements. You should not place undue influence on the forward-looking statements as our actual results could differ materially from those projected in the forward-looking statements for any reason, including the factors in "Risk Factors" and elsewhere in this Report.

Although we believe that the assumptions on which these forward-looking statements are based are reasonable, any of those assumptions could prove to be inaccurate, and, as a result, the forward-looking statements based on those assumptions also could be inaccurate. Important assumptions include our ability to originate new loans and investments, certain margins and levels of profitability and the availability of additional capital. In light of these and other uncertainties, the inclusion of a projection or forward-looking statement in this Report should not be regarded as a representation by us that our plans and objectives will be achieved.

We have based the forward-looking statements included in this Report on information available to us on the date of this Report, and we assume no obligation to update any such forward-looking statements. Although we undertake no obligation to revise or update any forward-looking statements in this Report, whether as a result of new information, future events or otherwise, you are advised to consult any additional disclosures that we may make directly to you or through reports that we in the future may file with the SEC, including reports on Form 10-Q/K and current reports on Form 8-K.

You should understand that under Section 27A(b)(2)(B) of the Securities Act and Section 21E(b)(2)(B) of the Exchange Act, the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995 do not apply to forward-looking statements made in periodic reports we file under the Exchange Act.

The following analysis of our financial condition and results of operations should be read in conjunction with our Consolidated Financial Statements and the related notes thereto contained elsewhere in this Report.

Overview

PennantPark Floating Rate Capital Ltd. is a BDC whose objectives are to generate both current income and capital appreciation while seeking to preserve capital by investing primarily in floating rate loans and other investments made to U.S. middle-market companies.

We believe that floating rate loans to U.S. middle-market companies offer attractive risk-reward to investors due to a limited amount of capital available for such companies. We use the term "middle-market" to refer to companies with annual revenues between $50 million and $1 billion. Our investments are typically rated below investment grade. Securities rated below investment grade are often referred to as "leveraged loans", "high yield" securities or "junk bonds" and are often higher risk

compared to debt instruments that are rated above investment grade and have speculative characteristics. However, when compared to junk bonds and other non-investment grade debt, senior secured floating rate loans typically have more robust capital-preserving qualities, such as historically lower default rates than junk bonds, represent the senior source of capital in a borrower's capital structure and often have certain of the borrower's assets pledged as collateral. Our debt investments may generally range in maturity from three to ten years and are made to U.S. and, to a limited extent, non-U.S. corporations, partnerships and other business entities which operate in various industries and geographical regions.

Under normal market conditions, we generally expect that at least 80% of the value of our managed assets will be invested in floating rate loans and other investments bearing a variable-rate of interest. We generally expect that first lien secured debt will represent at least 65% of our overall portfolio. We also generally expect to invest up to 35% of our overall portfolio opportunistically in other types of investments, including second lien secured debt and subordinated debt and, to a lesser extent, equity investments. We seek to create a diversified portfolio by generally targeting an investment size between $5 million and $30 million, on average, although we expect that this investment size will vary proportionately with the size of our capital base.

Our investment activity depends on many factors, including the amount of debt and equity capital available to middle-market companies, the level of merger and acquisition activity for such companies, the general economic environment and the competitive environment for the types of investments we make. We have used, and expect to continue to use, our debt capital, proceeds from the rotation of our portfolio and proceeds from public and private offerings of securities to finance our investment objectives.

Organization and Structure of PennantPark Floating Rate Capital Ltd.

PennantPark Floating Rate Capital Ltd., a Maryland corporation organized in October 2010, is a closed-end, externally managed, non-diversified investment company that has elected to be treated as a BDC under the 1940 Act. In addition, for federal income tax purposes we elected to be treated, and intend to qualify annually, as a RIC under the Code.

Our investment activities are managed by the Investment Adviser. Under our Investment Management Agreement, we have agreed to pay our Investment Adviser an annual base management fee based on our average adjusted gross assets as well as an incentive fee based on our investment performance. We have also entered into an Administration Agreement with the Administrator. Under our Administration Agreement, we have agreed to reimburse the Administrator for our allocable portion of overhead and other expenses incurred by the Administrator in performing its obligations under our Administration Agreement, including rent and our allocable portion of the costs of compensation and related expenses of our Chief Compliance Officer, Chief Financial Officer, Corporate Counsel and their respective staffs. Our board of directors, a majority of whom are independent of us, provides overall supervision of our activities, and the Investment Adviser supervises our day-to-day activities.

At-the-Market Offering

On August 20, 2021, we entered into equity distribution agreements (the "2021 Equity Distribution Agreements") with each of JMP Securities LLC and Raymond James & Associates, Inc., as the sales agents, in connection with the sale of shares of our common stock, with an aggregate offering price of up to $75 million under an at-the-market offering. The 2021 Equity Distribution Agreements provided that we may offer and sell shares of our common stock from time to time through a sales agent in amounts and at times to be determined by us. On May 5, 2022, we amended the 2021 Equity Distribution Agreements to update references from NASDAQ to NYSE and reflect that the Sales Agents were represented by Kirkland & Ellis LLP. On March 27, 2023 we terminated the 2021 Equity Distribution Agreements and entered into new equity distribution agreements with Citizens JMP Securities LLC, Raymond James & Associates, Inc. and Truist Securities, Inc. (the "2023 Equity Distribution Agreements"), as sales agents (each as "Sales Agent," and collectively, the "Sales Agents") in connection with the sale of shares of our common stock, with an aggregate offering price of up to $100 million under an at-the-market program (the "2023 ATM Program"). On August 11, 2023, we amended the 2023 Equity Distribution Agreements with each of the Sales Agents to increase the aggregate offering price to up to $250 million. On July 17, 2024 we terminated the 2023 Equity Distribution Agreement and entered into new equity distribution agreements with the Sales Agents (collectively, the " 2024 Equity Distribution Agreements") in connection with the sale of our shares of common stock with an aggregate offering price of up to $500 million under an ATM Program (the "2024 ATM Program"). The 2024 Equity Distribution Agreements provide that we may offer and sell shares of our common stock from time to time through a Sales Agent in amounts and at times to be determined by us. Actual sales will depend on a variety of factors to be determined by us from time to time, including, market conditions and the trading price of our common stock. The Investment Adviser may, from time to time, in its sole discretion, pay some or all of the commissions payable under the 2024 Equity Distribution Agreements or make additional supplemental payments to ensure that the sales price per share of our common stock in connection with all of the offerings made hereunder will not be less than our current NAV per share. Any such payments made by the Investment Adviser will not be subject to reimbursement by us.

Revenues

We generate revenue in the form of interest income on the debt securities we hold and capital gains and dividends, if any, on investment securities that we may acquire in portfolio companies. Our debt investments, whether in the form of first lien secured debt, second lien secured debt or subordinated debt, typically have a term of three to ten years and bear interest at a floating or fixed rate. Interest on debt securities is generally payable quarterly or semiannually. In some cases, our investments provide for deferred interest payments or PIK interest. The principal amount of the debt securities and any accrued but unpaid interest generally becomes due at the maturity date. In addition, we may generate revenue in the form of amendment, commitment, origination, structuring or diligence fees, fees for providing significant managerial assistance and possibly consulting fees. Loan origination fees, OID and market discount or premium are capitalized and accreted or amortized using the effective interest method as interest income or, in the case of deferred financing costs, as interest expense. Dividend income, if any, is recognized on an accrual basis on the ex-dividend date to the extent that we expect to collect such amounts. From time to time, the Company receives certain fees from portfolio companies, which may or may not be non-recurring in nature. Such fees include loan prepayment penalties, structuring fees and amendment fees and agency fees, and are recorded as other investment income when earned. Litigation settlements are accounted for in accordance with the gain contingency provisions of ASC Subtopic 450-30, Gain Contingencies, or ASC 450-30.

Expenses

Our primary operating expenses include the payment of a management fee and the payment of an incentive fee to our Investment Adviser, if any, our allocable portion of overhead under our Administration Agreement and other operating costs as detailed below. Our management fee compensates our Investment Adviser for its work in identifying, evaluating, negotiating, consummating and monitoring our investments. Additionally, we pay interest expense on the outstanding debt and unused commitment fees on undrawn amounts under our various debt facilities. We bear all other direct or indirect costs and expenses of our operations and transactions, including:

- the cost of calculating our NAV, including the cost of any third-party valuation services;
- the cost of effecting sales and repurchases of shares of our common stock and other securities;
- fees payable to third parties relating to, or associated with, making investments, including fees and expenses associated with performing due diligence and reviews of prospective investments or complementary businesses;

•expenses incurred by the Investment Adviser in performing due diligence and reviews of investments, including expenses incurred by the Investment Adviser payable to third parties (including agents and consultants) in monitoring financial and legal affairs for the Company and in monitoring the Company's investments;

•transfer agent and custodial fees;

•fees and expenses associated with marketing efforts;

•federal and state registration fees and any exchange listing fees;

•federal, state, local and foreign taxes;

•independent directors' fees and expenses;

•brokerage commissions;

•fidelity bond, directors and officers, errors and omissions liability insurance and other insurance premiums;

•direct costs such as printing, mailing, long distance telephone and staff;

•fees and expenses associated with independent audits and outside legal costs;

•costs associated with our reporting and compliance obligations under the 1940 Act and applicable federal and state securities laws; and

•all other expenses incurred by either the Administrator or us in connection with administering our business, including payments under our Administration Agreement that will be based upon our allocable portion of overhead, and other expenses incurred by the Administrator in performing its obligations under our Administration Agreement, including rent and our allocable portion of the costs of compensation and related expenses of our Chief Compliance Officer, Chief Financial Officer, Corporate Counsel and their respective staffs.

Generally, during periods of asset growth, we expect our general and administrative expenses to be relatively stable or to decline as a percentage of total assets and increase during periods of asset declines. Incentive fees, interest expense and costs relating to future offerings of securities would be additive to the expenses described above.

PORTFOLIO AND INVESTMENT ACTIVITY

As of September 30, 2025, our portfolio totaled $2,773.3 million and consisted of $2,513.6 million of first lien secured debt (including $237.7 million in PSSL), $19.0 million of second lien secured debt and subordinated debt and $240.7 million of preferred and common equity (including $44.3 million in PSSL). Our debt portfolio consisted of approximately 99% variable-rate investments. As of September 30, 2025, we had three portfolio companies on non-accrual, representing 0.4% and 0.2% of our overall portfolio on a cost and fair value basis, respectively. Overall, the portfolio had net unrealized depreciation of $46.1 million. Our overall portfolio consisted of 164 companies with an average investment size of $16.9 million, had a weighted average yield on debt investments of 10.2%, and was invested 90% in first lien secured debt (including 9% in PSSL), 1% in second lien secured debt and subordinated debt and 9% in preferred and common equity (including 2% in PSSL). As of September 30, 2025, over 98% of the investments held by PSSL were first lien secured debt.

As of September 30, 2024, our portfolio totaled $1,983.5 million and consisted of $1,746.7 million of first lien secured debt (including $237.7 million in PSSL), $2.7 million of second lien secured debt and $234.1 million of preferred and common equity (including $56.5 million in PSSL). Our debt portfolio consisted of approximately 100% variable-rate investments. As of September 30, 2024, we had two portfolio companies on non-accrual, representing 0.4% and 0.2% of our overall portfolio on a cost and fair value basis, respectively. Overall, the portfolio had net unrealized depreciation of $11.4 million. Our overall portfolio consisted of 158 companies with an average investment size of $12.6 million, had a weighted average yield on debt investments of 11.5%, and was invested 88% in first lien secured debt (including 12% in PSSL), less than 1% in second lien secured debt and subordinated debt and 12% in preferred and common equity (including 3% in PSSL). As of September 30, 2024, over 99% of the investments held by PSSL were first lien secured debt.

For the year ended September 30, 2025, we invested $1,741.3 million in 29 new and 205 existing portfolio companies with a weighted average yield on debt investments of 10.3%. Sales and repayments of investments for the same period totaled $925.7 million.

For the year ended September 30, 2024, we invested $1,407.5 million in 43 new and 91 existing portfolio companies with a weighted average yield on debt investments of 11.4%. Sales and repayments of investments for the same period totaled $514.1 million.

PennantPark Senior Secured Loan Fund I LLC

As of September 30, 2025, PSSL's portfolio totaled $1,084.6 million, consisted of 117 companies with an average investment size of $9.3 million and had a weighted average yield on debt investments of 10.1%. As of September 30, 2024, PSSL's portfolio totaled $913.3 million, consisted of 109 companies with an average investment size of $8.4 million and had a weighted average yield on debt investments of 11.4%.

For the year ended September 30, 2025, PSSL invested $425.9 million (of which $379.7 million was purchased from the Company) in 28 new and 26 existing portfolio companies with a weighted average yield on debt investments of 10.2%. PSSL's sales and repayments of investments for the same period totaled $228.2 million.

For the year ended September 30, 2024, PSSL invested $286.2 million (of which $253.6 million was purchased from the Company) in 24 new and 36 existing portfolio companies with a weighted average yield on debt investments of 11.7%. PSSL's sales and repayments of investments for the same period totaled $160.1 million.

PennantPark Senior Secured Loan Fund II LLC

On August 8, 2025, the Company, and a fund managed by HL entered into an amended and restated limited liability company agreement (the "HL LLC Agreement") to co-manage a newly-formed joint venture, PennantPark Senior Secured Loan Fund II LLC. PSSL II is expected to invest primarily in middle market loans and other corporate debt securities.

The Company and HL have committed to invest up to $200.0 million in the aggregate in PSSL II, with the Company committing to invest up to $150.0 million and HL committing to invest up to $50.0 million. Investments by each of the Company and HL will be made in the form of membership interests and secured notes. All portfolio

and other material decisions regarding PSSL II must be submitted to its board of managers, which is comprised of an equal number of representatives from each of the Company and HL. Further, all portfolio and other material decisions require the affirmative vote of at least one board member designated by the Company and one board member from HL.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of our Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amount of our assets and liabilities at the date of the Consolidated Financial Statements and the reported amounts of income and expenses during the reported periods. In the opinion of management, all adjustments, which are of a normal recurring nature, considered necessary for the fair presentation of financial statements have been included. Actual results could differ from these estimates due to changes in the economic and regulatory environment, financial markets and any other parameters used in determining such estimates and assumptions. We may reclassify certain prior period amounts to conform to the current period presentation. We have eliminated all intercompany balances and transactions. References to ASC serve as a single source of accounting literature. Subsequent events are evaluated and disclosed as appropriate for events occurring through the date the Consolidated Financial Statements are issued. In addition to the discussion below, we describe our critical accounting policies in the notes to our Consolidated Financial Statements.

Investment Valuations

We expect that there may not be readily available market values for many of our investments which are or will be in our portfolio, and we value such investments at fair value as determined in good faith by or under the direction of our board of directors using a documented valuation policy and a consistently applied valuation process, as described in this Report. With respect to investments for which there is no readily available market value, the factors that the board of directors may take into account in pricing our investments at fair value include, as relevant, the nature and realizable value of any collateral, the portfolio company's ability to make payments and its earnings and discounted cash flow, the markets in which the portfolio company does business, comparison to publicly traded securities and other relevant factors. When an external event such as a purchase transaction, public offering or subsequent equity sale occurs, we consider the pricing indicated by the external event to corroborate or revise our valuation. Due to the inherent uncertainty of determining the fair value of investments that do not have a readily available market value, the price used in an actual transaction may be different than our valuation and the difference may be material.

Our portfolio generally consists of illiquid securities, including debt and equity investments. With respect to investments for which market quotations are not readily available, or for which market quotations are deemed not reflective of the fair value, our board of directors undertakes a multi-step valuation process each quarter, as described below:

(1)Our quarterly valuation process begins with each portfolio company or investment being initially valued by the investment professionals of our Investment Adviser responsible for the portfolio investment;

(2)Preliminary valuation conclusions are then documented and discussed with the management of our Investment Adviser;

(3)Our board of directors also engages independent valuation firms to conduct independent appraisals of our investments for which market quotations are not readily available or are readily available but deemed not reflective of the fair value of the investment. The independent valuation firms review management's preliminary valuations in light of their own independent assessment and also in light of any market quotations obtained from an independent pricing service, broker, dealer or market maker;

(4)The audit committee of our board of directors reviews the valuations of our Investment Adviser and those of the independent valuation firms on a quarterly basis, periodically assesses the valuation methodologies of the independent valuation firms, and responds to and supplements the valuation recommendations of the independent valuation firms to reflect any comments; and

(5)Our board of directors discusses these valuations and determines the fair value of each investment in our portfolio in good faith, based on the input of our Investment Adviser, the respective independent valuation firms and the audit committee.

Our board of directors generally uses market quotations to assess the value of our investments for which market quotations are readily available. We obtain these market values from independent pricing services or at the bid prices obtained from at least two brokers or dealers, if available, or otherwise from a principal market maker or a primary market dealer. The Investment Adviser assesses the source and reliability of bids from brokers or dealers. If the board of directors has a bona fide reason to believe any such market quote does not reflect the fair value of an investment, it may independently value such investments by using the valuation procedure that it uses with respect to assets for which market quotations are not readily available.

Fair value, as defined under ASC 820, is the price that we would receive upon selling an investment or pay to transfer a liability in an orderly transaction to a market participant in the principal or most advantageous market for the investment or liability. ASC 820 emphasizes that valuation techniques maximize the use of observable market inputs and minimize the use of unobservable inputs. Inputs refer broadly to the assumptions that market participants would use in pricing an asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs reflect the assumptions market participants would use in pricing an asset or liability based on market data obtained from sources independent of us. Unobservable inputs reflect the assumptions market participants would use in pricing an asset or liability based on the best information available to us on the reporting period date.

ASC 820 classifies the inputs used to measure these fair values into the following hierarchies:

Level 1: Inputs that are quoted prices (unadjusted) in active markets for identical assets or liabilities, accessible by us at the measurement date.

Level 2: Inputs that are quoted prices for similar assets or liabilities in active markets, or that are quoted prices for identical or similar assets or liabilities in markets that are not active and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term, if applicable, of the financial instrument.

Level 3: Inputs that are unobservable for an asset or liability because they are based on our own assumptions about how market participants would price the asset or liability.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Generally, most of our investments, our 2036 Asset-Backed Debt, 2036-R Asset-Backed Debt, 2037 Asset-Backed Debt and the Credit Facility are classified as Level 3. Our 2026 Notes are classified as Level 2 as they are financial instruments with readily observable market inputs. Due to the inherent uncertainty of determining the fair value of investments that do not have a readily available market value, the price used in an actual transaction may be different than our valuation and those differences may be material.

On December 3, 2020, the SEC adopted Rule 2a-5 under the 1940 Act, which establishes an updated regulatory framework for determining fair value in good faith for purposes of the 1940 Act. The new rule clarifies how fund boards of directors can satisfy their valuation obligations and requires, among other things, the board of directors to periodically assess material valuation risks and take steps to manage those risks. The rule also permit boards of directors, subject to board oversight and certain other conditions, to designate the fund's investment adviser to perform fair value determinations. The new rule went into effect on March 8, 2021 and had a compliance date of September 8, 2022. We came into compliance with Rule 2a-5 under the 1940 Act before the compliance date. While our board of directors has not elected to designate the Investment Adviser as the valuation designee at this time, we have adopted certain revisions to our valuation policies and procedures in order comply with the applicable requirements of Rule 2a-5 under the 1940 Act.

In addition to using the above inputs to value cash equivalents, investments, our 2026 Notes, our 2036-R Asset-Backed Debt, our 2036 Asset-Backed Debt, our 2037 Asset-Backed Debt and the Credit Facility, we employ the valuation policy approved by our board of directors that is consistent with ASC 820. Consistent with our valuation policy, we evaluate the source of inputs, including any markets in which our investments are trading, in determining fair value.

Generally, the carrying value of our consolidated financial liabilities approximates fair value. We have adopted the principles ASC Subtopic 825-10, Financial Instruments, or ASC 825-10, which provides companies with an option to report selected financial assets and liabilities at fair value, and made an irrevocable election to apply ASC 825-10 to the Credit Facility and the 2023 Notes. We elected to use the fair value option for the Credit Facility and the 2023 Notes to align the measurement attributes of both our assets and liabilities while mitigating volatility in earnings from using different measurement attributes. Due to that election and in accordance with GAAP, we incurred expenses of $3.3 million and $6.5 million relating to amendment costs on the Credit Facility and debt issuance costs on the 2023 Notes during the years ended September 30, 2025 and 2024, respectively. ASC 825-10 establishes presentation and disclosure requirements designed to facilitate comparisons between companies that choose different measurement attributes for similar types of assets and liabilities and to more easily understand the effect on earnings of a company's choice to use fair value. ASC 825-10 also requires entities to display the fair value of the selected assets and liabilities on the face of the Consolidated Statements of Assets and Liabilities and changes in fair value of the Credit Facility and the 2023 Notes are reported in our Consolidated Statements of Operations. We elected not to apply ASC 825-10 to any other financial assets or liabilities, including the 2026 Notes, 2036-R Asset-Backed Debt, 2036 Asset-Backed Debt and the 2037 Asset-Backed Debt.

For the years September 30, 2025 and 2024, the Credit Facility or our Prior Credit Facility, as applicable, the 2023 Notes had a net change in unrealized appreciation (depreciation) of approximately zero and zero, respectively. As of September 30, 2025 and 2024, the net unrealized depreciation on the Credit Facility and the 2023 Notes totaled approximately zero and zero, respectively. We use a nationally recognized independent valuation service to measure the fair value of the Credit Facility and 2023 Notes in a manner consistent with the valuation process that our board of directors uses to value our investments.

Revenue Recognition

We record interest income on an accrual basis to the extent that we expect to collect such amounts. For loans and debt investments with contractual PIK interest, which represents interest accrued and added to the loan balance that generally becomes due at maturity, we will generally not accrue PIK interest when the portfolio company valuation indicates that such PIK interest is not collectable. We do not accrue as a receivable interest on loans and debt investments if we have reason to doubt our ability to collect such interest. Loan origination fees, OID, market discount or premium and deferred financing costs on liabilities, which we do not fair value, are capitalized and then accreted or amortized using the effective interest method as interest income or, in the case of deferred financing costs, as interest expense. We record prepayment penalties on loans and debt investments as income. Dividend income, if any, is recognized on an accrual basis on the ex-dividend date to the extent that we expect to collect such amounts. From time to time, the Company receives certain fees from portfolio companies, which are non-recurring in nature. Such fees include loan prepayment penalties, structuring fees and amendment fees, and are recorded as other investment income when earned.

Net Realized Gains or Losses and Net Change in Unrealized Appreciation or Depreciation

We measure realized gains or losses by the difference between the net proceeds from the repayment or sale and the amortized cost basis of the investment, using the specific identification method, without regard to unrealized appreciation or depreciation previously recognized, but considering unamortized upfront fees and prepayment penalties. Net change in unrealized appreciation or depreciation reflects the change in the fair values of our portfolio investments, the Credit Facility, the 2023 Notes during the reporting period, including any reversal of previously recorded unrealized appreciation or depreciation, when gains or losses are realized.

Foreign Currency Translation

Our books and records are maintained in U.S. dollars. Any foreign currency amounts are translated into U.S. dollars on the following basis:

1. Fair value of investment securities, other assets and liabilities – at the exchange rates prevailing at the end of the applicable period; and

2. Purchases and sales of investment securities, income and expenses – at the exchange rates prevailing on the respective dates of such transactions.

Although net assets and fair values are presented based on the applicable foreign exchange rates described above, we do not isolate that portion of the results of operations due to changes in foreign exchange rates on investments, other assets and debt from the fluctuations arising from changes in fair value of investments and liabilities held. Such fluctuations are included with the net realized and unrealized gain or loss from investments and liabilities.

Payment-in-kind, or PIK, Interest

We have investments in our portfolio which contain a PIK interest provision. PIK interest is added to the principal balance of the investment and is recorded as income. In order for us to maintain our ability to be subject to tax as a RIC, substantially all of this income must be paid out to stockholders in the form of dividends for U.S. federal income tax purposes, even though we may not have collected any cash with respect to interest on PIK securities.

Federal Income Taxes

We have elected to be treated, and intend to qualify annually to maintain our election to be treated, as a RIC under Subchapter M of the Code. To maintain our RIC tax election, we must, among other requirements, meet certain annual source-of-income and quarterly asset diversification requirements. We also must annually distribute dividends for federal income tax purposes to our stockholders out of the assets legally available for distribution of an amount generally at least equal to 90% of the sum of our net ordinary income and realized net short-term capital gains in excess of realized net long-term capital losses, or investment company taxable income, determined without regard to any deduction for dividends paid.

Although not required for us to maintain our RIC tax status, in order to preclude the imposition of a 4% nondeductible federal excise tax imposed on RICs, we must distribute dividends for U.S. federal income tax purposes to our stockholders in respect of each calendar year of an amount at least equal to the sum of (1) 98% of our net ordinary income (subject to certain deferrals and elections) for the calendar year, (2) 98.2% of our capital gain net income (i.e., the excess, if any, of our capital gains over capital losses), adjusted for certain ordinary losses, generally for the one-year period ending on October 31 of the calendar year plus (3) any net ordinary income or capital gain net income for the preceding years that was not distributed during such years on which we did not incur any corporate income tax, or the Excise Tax Avoidance

Requirement. In addition, although we may distribute realized net capital gains (i.e., net long-term capital gains in excess of net short-term capital losses), if any, at least annually, out of the assets legally available for such distributions in the manner described above, we have retained and may continue to retain such net capital gains or investment company taxable income, subject to maintaining our ability to be taxed as a RIC, in order to provide us with additional liquidity.

Because federal income tax regulations differ from GAAP, distributions in accordance with tax regulations may differ from net investment income and net realized gain recognized for financial reporting purposes. Differences between tax regulations and GAAP may be permanent or temporary. Permanent differences are reclassified among capital accounts in the Consolidated Financial Statements to reflect their appropriate tax character. Temporary differences arise when certain items of income, expense, gain or loss are recognized at some time in the future.

For the years ended September 30, 2025, 2024 and 2023, the Company recorded a provision for taxes on net investment income of $0.9 million, $1.1 million, and $1.0 million, respectively, pertaining to federal excise tax.

The Taxable Subsidiary is subject to U.S. federal, state and local corporate income taxes. The income tax expense and related tax liabilities of the Taxable Subsidiary are reflected in the Company's consolidated financial statements.

For the years ended September 30, 2025, 2024 and 2023, the Company recognized a provision for taxes of $(0.2) million, $0.1 million and $2.8 million, respectively, on unrealized appreciation (depreciation) on investments by the Taxable Subsidiary. The provision for taxes on unrealized appreciation on investments is the result of netting (i) the expected tax liability on gains from sales of investments and (ii) the expected tax benefit from the use of losses in the current year. As of September 30, 2025 and 2024, $1.9 million and $1.7 million, respectively, was accrued as a deferred tax liability on the Consolidated Statements of Assets and Liabilities relating to unrealized gain on investments held by the Taxable Subsidiary. As of September 30, 2025 and 2024, of $0.1 million and $0.1 million, respectively, the Company recognized a provision for taxes on realized gain on investments held by the Taxable Subsidiary.

During the year ended September 30, 2025, 2024 and 2023 the Company paid zero, zero, and zero million, respectively, in federal taxes on realized gains on the sale of investments held by the Taxable Subsidiary. The state and local tax liability of zero as of September 30, 2025 is included under accrued other expenses in the consolidated statement of assets and liabilities.

The Taxable Subsidiary, which is subject to tax as a corporation, allows us to hold equity securities of certain portfolio companies treated as pass-through entities for U.S. federal income tax purposes while facilitating our ability to qualify as a RIC under the Code.

RESULTS OF OPERATIONS

Set forth below are the results of operations for the years ended September 30, 2025 and 2024. For information regarding results of operations for the year ended September 30, 2023, see the Company's Form 10-K for the fiscal year ended September 30, 2024, as filed with the SEC on November 26, 2024.

Investment Income

Investment income for the year ended September 30, 2025 was $261.4 million and was attributable to $238.7 million from first lien secured debt and $22.7 million from other investments. The increase in investment income compared to the same periods in the prior year was primarily due to an increase in the size of the debt portfolio.

Investment income for the year ended September 30, 2024 was $186.4 million and was attributable to $164.3 million from first lien secured debt and $22.1 million from other investments.

Expenses

Expenses for the year ended September 30, 2025 totaled $154.3 million base management fee totaled $23.3 million, incentive fee totaled $26.0 million, debt related interest and expenses totaled $96.5 million, general and administrative expenses totaled $7.5 million and provision for taxes totaled $0.9 million. The increase in expenses compared to the prior year was primarily due to an increase in debt related interest and expenses and incentive and management fees.

Expenses for the year ended September 30, 2024 totaled $108.6 million. Base management fee totaled $14.9 million, incentive fee totaled $18.1 million, debt related interest and expenses totaled $67.9 million, general and administrative expenses totaled $6.7 million and provision for taxes totaled $1.1 million.

Net Investment Income

Net investment income totaled $107.2 million, or $1.16 per share, and $77.7 million, or $1.18 per share, for the years ended September 30, 2025 and 2024, respectively. The increase in net investment income compared to the prior year was primarily due to an increase in the size of our debt portfolio.

Net Realized Gains or Losses

Sales and repayments of investments for the years ended September 30, 2025 and 2024 totaled $925.7 million and $514.1 million, respectively. Net realized gain (losses) on investments totaled ($5.9) million and $0.2 million for the same periods, respectively. The change in realized gains (losses) was primarily due to changes in market conditions of our investments and the values at which they were realized, caused by the fluctuations in the market and in the economy, as discussed above under "Forward-Looking Statements".

Unrealized Appreciation or Depreciation on Investments, the Credit Facility and the 2023 Notes

For the years ended September 30, 2025 and 2024, we reported net change in unrealized appreciation (depreciation) on investments of $(34.6) million and $14.3 million, respectively. As of September 30, 2025 and 2024, our net unrealized appreciation (depreciation) on investments totaled $(46.1) million and $(11.4) million, respectively. The net change in unrealized appreciation/depreciation on our investments for the year ended September 30, 2025 compared to the prior year was primarily due to changes in the capital market conditions of our investments and the values at which they were realized, caused by the fluctuations in the market and in the economy, as discussed above under the "Forward-Looking Statements" section above.

For the year ended September 30, 2025 and 2024, the Credit Facility or Prior Credit Facility, as applicable, and the 2023 Notes had a net change in unrealized Debt (appreciation) depreciation of less than $0.1 million and less than $(0.1) million, respectively. As of September 30, 2025 and 2024, our net unrealized (appreciation) depreciation on the Credit Facility and the 2023 Notes totaled zero and zero, respectively. The net change in unrealized depreciation for the year ended September 30, 2025 compared to the prior year was primarily due to changes in the capital markets, with the economic instability negatively affecting the value, as further discussed above under "Forward-Looking Statements".

Net Change in Net Assets Resulting from Operations

Net change in net assets resulting from operations totaled $66.4 million, or $0.72 per share, and $91.8 million, or $1.40 per share, for the years ended September 30, 2025 and 2024, respectively. The decrease in net assets from operations for the year ended September 30, 2025 compared to the prior year was primarily due to greater depreciation of the portfolio primarily driven by changes in market conditions of our investments, as discussed above under "Forward-Looking Statements" as well as higher investment income.

LIQUIDITY AND CAPITAL RESOURCES

Our liquidity and capital resources are derived primarily from proceeds of securities offerings, debt capital and cash flows from operations, including investment sales and repayments, and income earned. Our primary use of funds from operations includes investments in portfolio companies and payments of fees and other operating expenses we incur. We have used, and expect to continue to use, our debt capital, proceeds from the rotation of our portfolio and proceeds from public and private offerings of securities to finance our investment objectives. As of September 30, 2025, in accordance with the 1940 Act, with certain limited exceptions, we are only allowed to borrow amounts such that we are in compliance with a 150% asset coverage ratio requirement after such borrowing. For information regarding liquidity and capital resources for the year ended September 30, 2023, see the Company's Form 10-K for the fiscal year ended September 30, 2024, as filed with the SEC on November 26, 2024.

On April 5, 2018, our board of directors approved the application of the modified asset coverage requirements set forth in Section 61(a)(2) of the 1940 Act, as amended by the Consolidated Appropriations Act of 2018 (which includes the SBCAA). As a result, the asset coverage requirement applicable to us for senior securities was reduced from 200% (i.e., $1 of debt outstanding for each $1 of equity) to 150% (i.e., $2 of debt outstanding for each $1 of equity), effective as of April 5, 2019, subject to compliance with certain disclosure requirements. As of September 30, 2025 and 2024, our asset coverage ratio, as computed in accordance with the 1940 Act, was 160% and 174%, respectively.

The annualized weighted average cost of debt for the years ended September 30, 2025 and 2024, inclusive of the fee on the undrawn commitment on the Credit Facility or Prior Credit Facility, as applicable, amendment costs and debt issuance costs, was 6.8% and 8.5%, respectively. As of September 30, 2025 and 2024, we had $34.1 million and $192.1 million of unused borrowing capacity under the Credit Facility, subject to leverage and borrowing base restrictions.

The Company's multi-currency Credit Facility with the Lenders has commitments of $718.0 million as of September 30, 2025, subject to satisfaction of certain conditions and regulatory restrictions that the 1940 Act imposes on us as a BDC, has an interest rate spread above SOFR (or an alternative risk-free floating interest rate index) of 200 basis points, a maturity date of August 2030 and a revolving period that ends in August 2028. As of September 30, 2025 and 2024, Funding I had $683.9 million and $443.9 million of outstanding borrowings under the Credit Facility or the Prior Credit Facility, as applicable, respectively. The Credit Facility had a weighted average interest rate of 6.3% and 7.5%, exclusive of the fee on undrawn commitments, as of September 30, 2025 and 2024, respectively.

The Credit Facility contains covenants, including, but not limited to, restrictions of loan size, currency types and amounts, industry requirements, average life of loans, geographic and individual portfolio concentrations, minimum portfolio yield and loan payment frequency. Additionally, the Credit Facility requires the maintenance of a minimum equity investment in Funding I and income ratio as well as restrictions on certain payments and issuance of debt. The Credit Facility compliance reporting is prepared on a basis of accounting other than GAAP. As of September 30, 2025, we were in compliance with the covenants relating to the Credit Facility.

We own 100% of the equity interest in Funding I and treat the indebtedness of Funding I as our leverage. Our Investment Adviser serves as collateral manager to Funding I under the Credit Facility.

Our interest in Funding I (other than the management fee) is subordinate in priority of payment to every other obligation of Funding I and is subject to certain payment restrictions set forth in the Credit Facility. We may receive cash distributions on our equity interests in Funding I only after it has made (1) all required cash interest and, if applicable, principal payments to the Lenders, (2) required administrative expenses and (3) claims of other unsecured creditors of Funding I. We cannot assure you that there will be sufficient funds available to make any distributions to us or that such distributions will meet our expectations from Funding I. The Investment Adviser has irrevocably directed that the management fee owed with respect to such services is to be paid to the Company so long as the Investment Adviser remains the collateral manager.

In November 2017, we issued $138.6 million aggregate principal amount of our 2023 Notes that matured on December 15, 2023. The 2023 Notes were issued pursuant to a deed of trust between the Company and Mishmeret Trust Company, Ltd., as trustee, in November 2017. In connection with this offering, we have dual listed our common stock on the TASE. On February 7, 2024, the Company filed a notice with the Israel Securities Authority and the TASE voluntarily requesting to delist the Company's common stock from trading on the TASE. The last day of trading on the TASE was May 6, 2024 and the delisting of the Company's common stock from the TASE took effect on May 8, 2024.

The 2023 Notes paid interest at a rate of 4.3% per year. Interest on the 2023 Notes was payable semi-annually in arrears on June 15 and December 15 of each year, commencing June 15, 2018. The principal on the 2023 Notes was payable in four annual installments as follows: 15% of the original principal amount on December 15, 2020, 15% of the original principal amount on December 15, 2021, 15% of the original principal amount on December 15, 2022 and 55% of the original principal amount on December 15, 2023. On December 15, 2023, the remaining outstanding 2023 Notes were repaid in full.

In March 2021 and in October 2021, we issued $100.0 million and $85.0 million, respectively, in aggregate principal amount of our 2026 Notes at a public offering price per note of 99.4% and 101.5%, respectively. Interest on the 2026 Notes is paid semi-annually on April 1 and October 1 of each year, at a rate of 4.25% per year, commencing October 1, 2021 The effective interest rate is 4.15%. The 2026 Notes mature on April 1, 2026 and may be redeemed in whole or in part at our option subject to a make-whole premium if redeemed more than three months prior to maturity. The 2026 Notes are our general, unsecured obligations and rank equal in right of payment with all of our existing and future senior unsecured indebtedness. The 2026 Notes are effectively subordinated to all of our existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness and structurally subordinated to all existing and future indebtedness and other obligations of any of our subsidiaries, financing vehicles, or similar facilities. We do not intend to list the 2026 Notes on any securities exchange or automated dealer quotation system.

In September 2019, the Securitization Issuers completed the Debt Securitization. The 2031 Asset-Backed Debt was secured by the middle market loans, participation interests in middle market loans and other assets of the Securitization Issuer. The Debt Securitization was executed through (A) a private placement of: (i) $78.5 million Class A-1 Senior Secured Floating Rate Notes maturing 2031, which bore interest at the three-month SOFR plus 1.8%, (ii) $15.0 million Class A-2 Senior Secured Fixed Rate Notes due 2031, which bore interest at 3.7%, (iii) $14.0 million Class B-1 Senior Secured Floating Rate Notes due 2031, which bore interest at the three-month SOFR plus 2.9%, (iv) $16.0 million Class B-2 Senior Secured Fixed Rate Notes due 2031, which bore interest at 4.3%, (v) $19.0 million Class C-1 Secured Deferrable Floating Rate Notes due 2031, which bore interest at the three-month SOFR plus 4.0%, (vi) $8.0 million Class C-2 Secured Deferrable Fixed Rate Notes due 2031, which bore interest at 5.4%, and (vii) $18.0 million Class D Secured Deferrable Floating Rate Notes due 2031, which bore interest at the three-month SOFR plus 4.8% and (B) the borrowing of $77.5 million Class A-1 Senior Secured Floating Rate Loans due 2031, which bore interest at the three-month SOFR plus 1.8%, under a credit agreement by and among the Securitization Issuers, as borrowers, various financial institutions, as lenders, and U.S. Bank National Association, as collateral agent and as loan agent. The 2031 Asset-Backed Debt was scheduled to mature on October 15, 2031. As of September 30, 2025 and 2024, the Company had zero, respectively, of 2031 Asset-Backed Debt outstanding with a weighted average interest rate of zero respectively.

On the closing date of the Debt Securitization, in consideration of our transfer to the Securitization Issuer of the initial closing date loan portfolio, which included loans distributed to us by our wholly-owned subsidiary, the Securitization Issuer transferred to us 100% of the Preferred Shares of the Securitization Issuer, 100% of the Class D Secured Deferrable Floating Rate Notes issued by the Securitization Issuer, and a portion of the net cash proceeds received from the sale of the 2031 Asset-Backed Debt. The Preferred Shares of the Securitization Issuer do not bear interest and had a stated value of $55.4 million at the closing of the Debt Securitization.

The 2031 Asset-Backed Debt constituted secured obligations of the Securitization Issuers, and the indenture governing the 2031 Asset-Backed Debt included customary covenants and events of default.

In July 2024, the 2031 Asset-Backed Debt was refinanced through a $351.0 million debt securitization in the form of a collateralized loan obligation, or the "2036-R Asset-Backed Debt". The Company retained $85.0 million of the debt securitization. The 2036-R Asset-Backed Debt was executed through: (A) the issuance by the 2036-R Securitization Issuers of the following classes of notes pursuant that certain indenture, dated September 19, 2019, by and among the 2036-R Securitization Issuers and U.S. Bank Trust Company, National Association, as amended by the second supplemental indenture, dated June 25, 2024): (i) $203 million of A-1-R Notes, which bear interest at the three-month SOFR plus 1.75%, (ii) $10.5 million of A-2-R Notes, which bear interest at three-month SOFR plus 1.90%, (iii) $12 million of Class B-R Notes, which bear interest at three-month SOFR plus 2.05%, (iv) $28 million of C-R Notes, which bear interest at three-month SOFR plus 2.75% and (v) $21 million of D-R Notes, which bear interest at three-month SOFR plus 4.30%, (B) the issuance by the issuer of $64 million of subordinated notes pursuant to the Indenture and (C) the borrowing by one of the 2036-R Securitization Issuers of $12.5 million of Class B-R Loans, which bear interest at three-month SOFR plus 2.05%, pursuant to a credit agreement, by and among the 2036-R Securitization Issuers, the various financial institutions and other persons party thereto, as lenders and U.S. Bank Trust Company, National Association, as loan agent and as trustee. The 2036-R Asset-Backed Debt matures in July 2036. As of September 30, 2025 and September 30, 2024, the Company had $266.0 million of 2036-R Asset-Backed Debt outstanding with a weighted average interest rate of 6.2% and 7.2%, respectively. As of September 30, 2025 and September 30, 2024, the unamortized fees on the 2036-R Asset-Backed Debt were $0.6 million and $0.8 million, respectively.

In February 2024, the 2036 Asset-Backed Debt was issued by the 2036 Securitization Issuer. The 2036 Asset-Backed Debt is secured by the middle market loans, participation interests in middle market loans and other assets of the 2036 Securitization Issuer. The Debt Securitization was executed through (A) a private placement of: (i) $139.5 million of AAA(sf) Class A-1 Notes, which bear interest at the three-month secured overnight financing rate published by the Federal Reserve Bank of New York (“SOFR”) plus 2.30%, (ii) $14 million of AAA(sf) Class A-2 Notes, which bear interest at three-month SOFR plus 2.70%, (iii) $24.5 million of AA(sf) Class B Notes, which bear interest at three-month SOFR plus 2.90%, (iv) $28 million of A(sf) Class C Notes, which bear interest at three-month SOFR plus 3.90%, (v) $21 million of BBB-(sf) Class D Notes, which bear interest at three-month SOFR plus 5.90%, (together, the “Secured Notes”), and (vi) $63.6 million of subordinated notes (“Subordinated Notes”) and (B) the borrowing of $60.0 million AAA(sf) Class A-1 Senior Secured Floating Rate Loans (the “Class A-1 Loans” and together with the Secured Notes and Subordinated Notes, the “Debt”), which bear interest at three-month SOFR plus 2.30%, under a credit agreement (the “Credit Agreement”), dated as of the Closing Date, by and among the Issuer, as borrower, various financial institutions, as lenders, and Wilmington Trust, National Association, as collateral agent and as loan agent. The annualized interest on the 2036 Asset-Backed Debt will be paid, to the extent of funds available. The Debt is scheduled to mature on April 18, 2036.

The 2036 Asset-Backed Debt is included in the Consolidated Statement of Assets and Liabilities as debt of the Company and the Subordinated Notes of the 2036-Securitization Issuer were eliminated in consolidation. As of September 30, 2025 and September 30, 2024, the Company had $287.0 million of 2036 Asset-Backed Debt outstanding with a weighted average interest rate of 7.1% and 8.1%, respectively. As of September 30, 2025 and September 30, 2024, the unamortized fees on the 2036 Asset-Backed Debt were $2.4 million and $2.9 million, respectively.

In February 2025, the Company completed the 2037 Debt Securitization. The 2037 Notes were issued by the 2037 Securitization Issuer and are backed by a portfolio of collateral obligations consisting of middle market loans and participation interests in middle market loans as well as by other assets of the 2037Securitization Issuer. The transaction was executed through (A) a private placement of $220.5 million of 2037 Class A-1 Notes, (ii) $19.0 million of 2037 Class A-2 Notes, (iii) $28.5 million of 2037 Class B Notes, (iv) $38.0 million of 2037 Class C Notes, (v) $28.5 million 2037 Class D Notes, and (vi) $85.1 million of 2037 Subordinated Notes and (B) the borrowing by the 2037 Securitization Issuer of $10.0 million of 2037 Class A-1L-ALoans and $45.0 million of 2037 Class A-1L-B Loans, which bear interest at three-month SOFR plus 1.49%. The 2037 Asset-Backed Debt is scheduled to mature on April 20, 2037. The 2037 Asset-Backed Debt is included in the Consolidated Statement of Assets and Liabilities as debt of the Company and the 2037 Class D Notes and the 2037 Subordinated Notes of the 2037 Securitization Issuer were eliminated in consolidation. The Company will continue to retain the 2037 Class D Notes and the 2037 Subordinated Notes. A portion of the proceeds received by the 2037 Securitization Issuer from the loans securing the 2037 Asset-Backed Loans and the 2037 Secured Notes may be used to purchase additional middle market loans under the direction of the Investment Adviser through April 20, 2029. As of September 30, 2025, the Company had $361.0 million of 2037 Asset-Backed Debt outstanding with a weighted average interest rate of 5.9%. As of September 30, 2025, the unamortized fees on the 2037 Asset-Backed Debt were $2.7 million.

Our Investment Adviser serves as collateral manager to the 2036-Securitization Issuer pursuant to the Collateral Management Agreement. For so long as our Investment Adviser serves as collateral manager, it will elect to irrevocably waive any collateral management fee to which it may be entitled under the Collateral Management Agreement.

On August 20, 2021, we entered into equity distribution agreements (the 2021 Equity Distribution Agreements") with each of JMP Securities LLC and Raymond James & Associates, Inc., as the sales agents, in connection with the sale of shares of our common stock, with an aggregate offering price of up to $75 million under an at-the-market offering. On May 5, 2022, we amended the 2021 Equity Distribution Agreements to update references from NASDAQ to NYSE and reflect that the agents are now represented by Kirkland & Ellis LLP. On March 27, 2023 we terminated the 2021 Equity Distribution Agreements and entered into new equity distribution agreements with each of Citizens JMP Securities LLC, Raymond James & Associates, Inc. and Truist Securities, Inc. (as amended and restated, the "2022 Equity Distribution Agreements"), as sales agents (each as "Sales Agent," and collectively, the "Sales Agents") in connection with the sale of shares of our common stock, with an aggregate offering price of up to $100 million under an at-the-market program (the "2022 ATM Program"). On August 11, 2023, we amended and restated the 2022 Equity Distribution Agreements with each of the Sales Agents to increase the aggregate offering price to up to $250 million. On July 17, 2024 we terminated the 2022 Equity Distribution Agreements and entered into new equity distribution agreements with the Sales Agents (collectively, the "2024 Equity Distribution Agreements") in connection with the sale of our shares of common stock with an aggregate offering price of up to $500 million under an at-the-market program (the "2024 ATM Program".) The 2024 Equity Distribution Agreements provide that we may offer and sell shares of our common stock from time to time through a Sales Agent in amounts and at times to be determined by us. Actual sales will depend on a variety of factors to be determined by us from time to time, including, market conditions and the trading price of our common stock. Our Investment Adviser may, from time to time, in its sole discretion, pay some or all of the commissions payable under the 2024 Equity Distribution Agreements or make additional supplemental payments to ensure that the sales price per share of our common stock in connection with all of the offerings made hereunder will not be less than our current NAV per share. Any such payments made by the Investment Adviser will not be subject to reimbursement by us.

During the years ended September 30, 2025, and 2024 we issued 21,638,000 shares and 18,845,194 shares of our Common Stock, respectively, under the 2024 ATM Program and 2022 ATM Program (together the "ATM Programs") at an average price of $11.34 and $11.35 per share, respectively, raising $244.8 million and $213.3 million of net proceeds after commissions to the sales agents and inclusive of proceeds from the Investment Adviser to ensure that all shares were sold at or above NAV. We incurred $0.3 million and $0.8 million, respectively, of deferred offering costs incurred related to establishing the ATM Programs. As of September 30, 2025, and 2024, we had $192.2 million and $437.3 million available under the ATM Programs.

Since inception of the ATM Programs through September 30, 2025, we issued 49,486,081 shares of our Common Stock under the ATM Programs at a weighted-average price of $11.27, raising $557.6 million of net proceeds after commissions to the sales agents and inclusive of proceeds from the Investment Adviser to ensure that all shares were sold at or above NAV. We incurred $1.5 million of legal and other offering costs associated with establishing the ATM Programs.

We may raise equity or debt capital through both registered offerings off our shelf registration statement and private offerings of securities, securitizing a portion of our investments among other considerations or mergers and acquisitions. Furthermore, the Credit Facility availability depends on various covenants and restrictions as discussed in the preceding paragraphs. The primary use of existing funds and any funds raised in the future is expected to be for repayment of indebtedness, investments in portfolio companies, cash distributions to our stockholders or for other general corporate purposes.

We have entered into certain contracts under which we have material future commitments. Under our Investment Management Agreement, which was most recently reapproved by our board of directors, including a majority of our directors who are not interested persons of us or the Investment Adviser, in May 2025, PennantPark Investment Advisers serves as our investment adviser. Payments under our Investment Management Agreement in each reporting period are equal to (1) a management fee equal to a percentage of the value of our average adjusted gross assets and (2) an incentive fee based on our performance.

Under our Administration Agreement, which was most recently reapproved by our board of directors, including a majority of our directors who are not interested persons of us, in May 2025, the Administrator furnishes us with office facilities and administrative services necessary to conduct our day-to-day operations. The Administration Agreement was amended on July 1, 2022. If requested to provide significant managerial assistance to our portfolio companies, we or the Administrator will be paid an additional amount based on the services provided. Payment under our Administration Agreement is based upon our allocable portion of the Administrator's overhead in performing its obligations under our Administration Agreement, including rent and our allocable portion of the costs of our Chief Compliance Officer, Chief Financial Officer, Corporate Counsel and their respective staffs.

If any of our contractual obligations discussed above are terminated, our costs under new agreements that we enter into may increase. In addition, we will likely incur significant time and expense in locating alternative parties to provide the services we expect to receive under our Investment Management Agreement and our Administration Agreement. Any new investment management agreement would also be subject to approval by our stockholders.

As of September 30, 2025 and 2024, we had cash equivalents of $122.7 million and $112.1 million, respectively, available for investing and general corporate purposes. We believe our liquidity and capital resources are sufficient to take advantage of market opportunities.

For the year ended September 30, 2025, our operating activities used cash of $720.6 million and our financing activities provided cash of $731.2 million. Our operating activities used cash primarily for our investment activities and our financing activities provided cash primarily from proceeds from ATM program, borrowing under our Credit Facility and issuances of asset-backed debt.

For the year ended September 30, 2024, our operating activities used cash of $801.4 million and our financing activities provided cash of $812.9 million. Our operating activities used cash primarily for our investment activities and our financing activities provided cash primarily from proceeds from ATM program, borrowing under our Credit Facility and issuances of asset-backed debt.

Senior Securities

Information about our senior securities is shown in the following table as of September 30, 2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, and 2016. The report of RSM US LLP, an independent registered public accounting firm, on the Senior Securities table as of September 30, 2025, is attached as an exhibit to this Report.

Class and Year	Total Amount Outstanding [1]	Asset Coverage Per Unit [2]	Average Market Value Per Unit [3]
Credit Facility			
Fiscal 2025	$ 683,855	$ 1,603	N/A
Fiscal 2024	443,855	1,742	N/A
Fiscal 2023	9,400	2,304	N/A
Fiscal 2022	168,830	1,784	N/A
Fiscal 2021	219,400	1,746	N/A
Fiscal 2020	308,599	1,677	N/A
Fiscal 2019	265,308	1,786	N/A
Fiscal 2018	333,728	2,122	N/A
Fiscal 2017	253,783	2,780	N/A
Fiscal 2016	232,908	2,601	N/A
2023 Notes			
Fiscal 2025	$ —	$ —	N/A
Fiscal 2024	—	—	N/A
Fiscal 2023	76,219	2,304	N/A
Fiscal 2022	97,006	1,784	N/A
Fiscal 2021	117,793	1,746	N/A
Fiscal 2020	138,580	1,677	N/A
Fiscal 2019	138,580	1,786	N/A
Fiscal 2018	138,580	2,122	N/A
2026 Notes			
Fiscal 2025	$ 185,000	$ 1,603	N/A
Fiscal 2024	185,000	1,742	N/A
Fiscal 2023	185,000	2,304	N/A
Fiscal 2022	185,000	1,784	N/A
Fiscal 2021	100,000	1,746	N/A
2031 Asset-Backed Debt			
Fiscal 2025	$ —	$ —	N/A
Fiscal 2024	—	—	N/A
Fiscal 2023	228,000	2,304	N/A
Fiscal 2022	228,000	1,784	N/A
Fiscal 2021	228,000	1,746	N/A
Fiscal 2020	228,000	1,677	N/A
Fiscal 2019	228,000	1,786	N/A
2036 Asset-Backed Debt			
Fiscal 2025	$ 287,000	$ 1,603	N/A
Fiscal 2024	287,000	1,742	N/A
2036-R Asset-Backed Debt			
Fiscal 2025	$ 266,000	$ 1,603	N/A
Fiscal 2024	266,000	1,742	N/A
2037 Asset-Backed Debt			
Fiscal 2025	$ 361,000	$ 1,603	N/A

[1] Total cost of each class of senior securities outstanding at the end of the period presented in thousands (000s).

[2] The asset coverage ratio for a class of senior securities representing indebtedness is calculated as our consolidated total assets, less all liabilities and indebtedness not represented by senior securities, divided by senior securities representing indebtedness at par. This asset coverage ratio is multiplied by $1,000 to determine the Asset Coverage Per Unit.

[3] Not applicable, as senior securities are not registered for public trading in the United States of America.

PennantPark Senior Secured Loan Fund I LLC

In May 2017, we and Kemper formed PSSL, an unconsolidated joint venture. PSSL invests primarily in middle-market and other corporate debt securities consistent with our strategy. PSSL was formed as a Delaware limited liability company. As of September 30, 2025 and September 30, 2024, PSSL had total assets of $1,153.7 million and $988.1 million, respectively, and its investment portfolio consisted of investments in 117 and 109 portfolio companies, respectively. As of September 30, 2025, at fair value, the largest investment in a single portfolio company in PSSL was $20.9 million and the five largest investments totaled $99.3 million. As of September 30, 2024, at fair value, the largest investment in a single portfolio company in PSSL was $21.3 million and the five largest investments totaled $97.3 million. PSSL invests in portfolio companies in the same industries in which we may directly invest.

We and Kemper provide capital to PSSL in the form of first lien secured debt and equity interests. As of September 30, 2025 and September 30, 2024, we and Kemper owned 87.5% and 12.5%, respectively, of each of the outstanding first lien secured debt and equity interests. As of the same dates, our investment in PSSL consisted of first lien secured debt of $237.7 million (zero remaining unfunded) and $237.7 million (zero remaining unfunded), respectively, and equity interests of $123.7 million ($65.6 million remaining unfunded) and $101.9 million (zero remaining unfunded), respectively.

We and Kemper each appointed two members to PSSL's four-person board of directors and investment committee. All material decisions with respect to PSSL, including those involving its investment portfolio, require unanimous approval of a quorum of the board of directors or investment committee. Quorum is defined as (i) the presence of two members of the board of directors or investment committee, provided that at least one individual is present that was elected, designated or appointed by each member; (ii) the presence of three members of the board of directors or investment committee, provided that the individual that was elected, designated or appointed by the member with only one individual present shall be entitled to cast two votes on each matter; and (iii) the presence of four members of the board of directors or investment committee shall constitute a quorum, provided that two individuals are present that were elected, designated or appointed by each member.

In December 2024, PSSL entered into a $325.0 million (increased from $260.0 million) senior secured revolving credit facility which bears interest at SOFR plus 225 basis points (including a spread adjustment) with Ally Bank through its wholly-owned subsidiary, PennantPark Senior Secured Loan Facility LLC II, or PSSL Subsidiary II, subject to leverage and borrowing base restrictions.

In January 2021, PSSL completed a $300.7 million debt securitization in the form of a collateralized loan obligation, or the "2032 Asset-Backed Debt". The 2032 Asset-Backed Debt is secured by a diversified portfolio of PennantPark CLO II, Ltd., a wholly-owned and consolidated subsidiary of PSSL, consisting primarily of middle market loans and participation interests in middle market loans. The 2032 Asset-Backed Debt is scheduled to mature in January 2032. On the closing date of the transaction, in consideration of PSSL's transfer to PennantPark CLO II, Ltd. of the initial closing date loan portfolio, which included loans distributed to PSSL by certain of its wholly owned subsidiaries and us, PennantPark CLO II, Ltd. transferred to PSSL 100% of the Preferred Shares of PennantPark CLO II, Ltd. and 100% of the Class E Notes issued by PennantPark CLO II, Ltd.

In May 2024, PSSL completed the refinancing of the 2032 Asset-Backed Debt through a $300.7 million debt securitization in the form of a collateralized loan obligation, or the "2036 PSSL Asset-Backed Debt". The 2036 PSSL Asset-Backed Debt is secured by a diversified portfolio of PennantPark CLO II, Ltd., a wholly-owned subsidiary of PSSL, consisting primarily of middle market loans and participation interest in middle market loans. The 2036 PSSL Asset-Backed Debt is scheduled to mature in April 2036. PSSL retained the preferred shares and Class E-R Notes through a consolidated subsidiary.

In April 2023, PSSL completed a $297.8 million debt securitization in the form of a collateralized loan obligation, or the "2035 Asset-Backed Debt". The 2035 Asset-Backed Debt is secured by a diversified portfolio of PennantPark CLO VI, LLC, a wholly-owned and consolidated subsidiary of PSSL, consisting primarily of middle market loans and participation interests in middle market loans. The 2035 Asset-Backed Debt is scheduled to mature in April 2035. On the closing date of the transaction, in consideration of PSSL's transfer to PennantPark CLO VI, LLC of the initial closing date loan portfolio, which included loans distributed to PSSL by certain of its wholly owned subsidiaries and us, PennantPark CLO VI, LLC transferred to PSSL 100% of the Preferred Shares of CLO VI, LLC

In May 2025, PSSL through its wholly-owned and consolidated subsidiary, PennantPark CLO VI, LLC closed the refinancing of the 2035 Asset-Backed Debt through a four year reinvestment period, twelve-year final maturity $315.8 million debt securitization or the "2037-R Asset-Backed Debt." The debt in this securitization is structured in the following manner: (i) $228.0 million of Class A-R Loans, which bears interest at three-month SOFR plus 1.85%, (ii) $18.0 million of Class B-R Loans, which bears interest at three-month SOFR plus 4.50%, (iii) $18.0 million of Class C-R Loans and (iv) $51.8 million of subordinated notes. PSSL will continue to retain all of the subordinated notes and Class C-R Loans through a consolidated subsidiary. The maturity of the replacement debt and existing subordinated notes is now extended to April 2037.

In April 2025, PSSL through its wholly-owned and consolidated subsidiary, PennantPark CLO 12, LLC closed a four year reinvestment period, twelve-year final maturity $301 million debt securitization in the form of a collateralized loan obligation or the "2037 Asset-Backed Debt." The debt in this securitization is structured in the following manner: (i) $30.0 million of Class A-1 Loans, which bear interest at three-month SOFR plus 1.45%, (ii) $141.0 million of Class A-1 Notes, which bear interest at three-month SOFR plus 1.45%, (iii) $12.0 million of Class A-2 Notes, which bear interest at a three-month SOFR plus 1.60%, (iv) $21.0 million of Class B notes, which bears interest at three-month SOFR plus 1.85%, (v) $24.0 million of Class C notes, which bears interest at three-month SOFR plus 2.30%, (vi)$18.0 million Class D notes, which bears interest at three-month SOFR plus 3.30%, (vii) $55.0 million of subordinated notes. PSSL will continue to retain all of the subordinated notes through a consolidated subsidiary. The reinvestment period for the term debt securitization ends in April 2029 and the debt is scheduled to mature in April 2037. The proceeds from the debt repaid a portion of PSSL's secured revolving credit facility.

Below is a summary of PSSL's portfolio at fair value ($ in thousands):

	September 30, 2025	September 30, 2024
Total investments	$ 1,084,649	$ 913,281
Weighted average cost yield on income producing investments	10.1%	11.4%
Number of portfolio companies in PSSL	117	109
Largest portfolio company investment	$ 20,901	$ 21,274
Total of five largest portfolio company investments	$ 99,270	$ 97,292

Below is a listing of PSSL's individual investments as of September 30, 2025 (par and $ in thousands):

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value [2]
First Lien Secured Debt - 2,106.3% of Net Assets								
ACP Avenu Buyer, LLC	10/6/2023	10/2/2029	Business Services	9.29%	SOFR+500	14,825	$ 14,649	$ 14,677
ACP Falcon Buyer, Inc.	8/22/2023	8/1/2029	Business Services	9.79%	SOFR+550	18,573	18,304	18,759
Ad.net Acquisition, LLC	5/24/2021	5/7/2026	Media	10.26%	SOFR+626	11,610	11,566	11,610
Aechelon Technology, Inc.	4/10/2025	8/16/2029	Aerospace and Defense	9.91%	SOFR+575	11,640	11,640	11,640
AFC-Dell Holding Corp.	12/23/2024	4/9/2027	Distributors	9.83%	SOFR+550	7,608	7,576	7,570
Aphix Buyer, Inc.	9/3/2025	7/17/2031	Business Services	8.91%	SOFR+475	9,000	8,951	8,955
Alpine Acquisition Corp II [4]	10/11/2022	11/30/2026	Containers and Packaging	—	—	13,154	13,012	6,840
Anteriad, LLC (f/k/a MeritDirect, LLC)	4/10/2025	6/30/2026	Media: Advertising, Printing & Publishing	9.90%	SOFR+575	4,434	4,357	4,434
Anteriad, LLC (f/k/a MeritDirect, LLC) - Incremental Term Loan	4/11/2023	6/30/2026	Media: Advertising, Printing & Publishing	9.90%	SOFR+575	4,375	4,360	4,375
Arcfield Acquisition Corp.	11/11/2024	10/28/2031	Aerospace and Defense	9.31%	SOFR+500	5,955	5,946	5,925
Archer Lewis, LLC	11/22/2024	8/28/2029	Commercial Services & Supplies	9.75%	SOFR+575	9,900	9,821	9,900
Argano, LLC	1/9/2025	9/13/2029	Business Services	9.89%	SOFR+575	9,900	9,819	9,752
Azureon, LLC (F/K/A Tpcn Midco, LLC)	4/10/2025	6/26/2029	Diversified Consumer Services	9.75%	SOFR+575	4,975	4,865	4,831
Beacon Behavioral Support Services, LLC	10/9/2024	6/21/2029	Healthcare and Pharmaceuticals	9.50%	SOFR+550	17,748	17,549	17,748
Best Practice Associates, LLC	4/10/2025	11/8/2029	Aerospace and Defense	10.91%	SOFR+675	14,925	14,792	14,813
Beta Plus Technologies, Inc.	7/21/2022	7/2/2029	Business Services	9.75%	SOFR+575	4,850	4,794	4,802
Big Top Holdings, LLC	6/26/2024	3/1/2030	Business Services	9.25%	SOFR+525	14,671	14,458	14,671
BioDerm, Inc.	2/28/2023	1/31/2028	Healthcare and Pharmaceuticals	10.77%	SOFR+650	8,798	8,730	8,688
Blackhawk Industrial Distribution, Inc.	6/30/2022	9/17/2026	Distributors	9.40%	SOFR+540	14,816	14,714	14,557
BLC Holding Company, Inc.	4/10/2025	11/20/2030	Business Services	8.50%	SOFR+450	4,975	4,952	4,975
Boss Industries, LLC	4/10/2025	12/27/2030	Independent Power and Renewable Electricity Producers	9.00%	SOFR+500	4,975	4,904	4,975
Burgess Point Purchaser Corporation	10/3/2022	7/25/2029	Automotive	9.51%	SOFR+535	438	416	378
By Light Professional IT Services, LLC	8/28/2025	7/15/2031	High Tech Industries	9.66%	SOFR+550	5,000	5,000	4,963
C5MI Acquisition, LLC	3/7/2025	7/31/2029	IT Services	10.00%	SOFR+600	14,850	14,670	14,850
Capital Construction, LLC	8/28/2025	10/22/2026	Consumer Services	9.89%	SOFR+590	4,263	4,236	4,220
Carisk Buyer, Inc.	10/16/2024	12/3/2029	Healthcare Technology	9.00%	SOFR+500	9,925	9,863	9,925
Carnegie Dartlet, LLC	4/11/2025	2/7/2030	Media: Advertising, Printing & Publishing	9.66%	SOFR+550	15,090	14,897	14,939
Cartessa Aesthetics, LLC	4/11/2023	6/14/2028	Distributors	10.00%	SOFR+600	9,441	9,359	9,441
Case Works, LLC	4/10/2025	10/1/2029	Professional Services	9.25%	SOFR+525	14,887	14,783	14,218
CF512, Inc.	12/27/2021	8/20/2026	Media	10.36%	SOFR+619	6,483	6,447	6,418
Commercial Fire Protection Holdings, LLC	11/26/2024	9/23/2030	Commercial Services & Supplies	8.50%	SOFR+450	19,837	19,746	19,837
Confluent Health, LLC	1/12/2024	11/30/2028	Healthcare and Pharmaceuticals	11.66%	SOFR+750	6,637	6,479	6,206
CJX Borrower, LLC	7/29/2021	7/13/2027	Media	10.08%	SOFR+576	3,735	3,708	3,735
Crane 1 Services, Inc.	4/11/2023	8/16/2027	Commercial Services & Supplies	10.03%	SOFR+586	2,046	2,034	2,031
DRI Holding Inc.	9/15/2022	12/21/2028	Media	9.51%	SOFR+535	2,574	2,429	2,522
DRS Holdings III, Inc.	1/27/2021	11/3/2025	Consumer Goods: Durable	9.41%	SOFR+525	4,487	4,487	4,532
Duggal Acquisition, LLC	4/10/2025	9/30/2030	Marketing Services	8.75%	SOFR+475	4,950	4,909	4,950
Dynata, LLC - First Out Term Loan [5]	7/15/2024	7/17/2028	Diversified Consumer Services	9.46%	SOFR+526	1,347	1,273	1,341
Dynata, LLC - Last Out Term Loan	7/15/2024	10/16/2028	Diversified Consumer Services	9.96%	SOFR+576	8,354	8,354	6,802
EDS Buyer, LLC	4/11/2023	1/10/2029	Electronic Equipment, Instruments, and Components	8.75%	SOFR+475	8,776	8,694	8,797
Emergency Care Partners, LLC	11/11/2024	10/18/2027	Healthcare Providers and Services	9.00%	SOFR+500	5,940	5,911	5,940
Exigo Intermediate II, LLC	11/21/2022	3/15/2027	Software	10.51%	SOFR+635	12,416	12,335	12,416
ETE Intermediate II, LLC	6/12/2023	5/29/2029	Diversified Consumer Services	9.16%	SOFR+500	12,124	11,950	12,124
EvAL Home Care Solutions Intermediate, LLC	7/10/2024	5/10/2030	Healthcare and Pharmaceuticals	9.91%	SOFR+575	8,822	8,704	8,822
GGG MIDCO, LLC	4/10/2025	9/27/2030	Diversified Consumer Services	9.00%	SOFR+500	19,573	19,491	19,573
Global Holdings InterCo, LLC	6/8/2021	3/16/2026	Diversified Financial Services	9.74%	SOFR+560	3,505	3,503	3,505
Graffiti Buyer, Inc.	3/15/2022	8/10/2027	Trading Companies & Distributors	9.80%	SOFR+560	3,685	3,660	3,611
Halo Buyer, Inc.	5/22/2025	8/7/2029	Consumer Products	10.16%	SOFR+600	6,468	6,344	6,468
Hancock Roofing And Construction, LLC	1/27/2021	12/31/2026	Insurance	9.60%	SOFR+550	2,112	2,100	2,091
Harris & Co, LLC	11/26/2024	8/9/2030	Professional Services	9.16%	SOFR+500	19,800	19,650	19,627
HEC Purchaser Corp.	4/10/2025	6/17/2029	Healthcare and Pharmaceuticals	8.87%	SOFR+500	3,606	3,572	3,606
Hills Distribution, Inc.	5/3/2024	11/8/2029	Business Services	10.32%	SOFR+600	8,867	8,761	8,867
HW Holdco, LLC	4/11/2023	5/11/2026	Media	9.90%	SOFR+590	3,441	3,431	3,441
Imagine Acquisitionco, Inc.	3/15/2022	11/15/2027	Software	9.29%	SOFR+510	9,060	8,961	9,060
Infinity Home Services Holdco, Inc.	4/11/2023	12/28/2028	Commercial Services & Supplies	10.16%	SOFR+600	5,968	5,891	5,968
Inovex Information Systems Incorporated	3/3/2025	12/17/2030	Software	9.25%	SOFR+525	8,143	8,087	8,143
Inventus Power, Inc.	7/11/2023	1/15/2026	Consumer Goods: Durable	11.78%	SOFR+761	8,081	8,062	8,081
Kinetic Purchaser, LLC	11/30/2021	11/10/2027	Personal Products	10.15%	SOFR+615	13,492	13,344	11,468
Lash OpCo, LLC	10/14/2021	2/18/2027	Personal Products	12.16%	SOFR+785	15,508	15,400	15,120
LAV Gear Holdings, Inc. - Takeback TL [5]	7/31/2025	7/31/2029	Capital Equipment	10.10%	SOFR+594	7,612	7,612	7,612
LAV Gear Holdings, Inc. - Priority TL [5]	7/31/2025	7/31/2029	Capital Equipment	10.10%	SOFR+594	2,409	2,381	2,967
Lightspeed Buyer, Inc.	1/27/2021	2/3/2027	Healthcare Providers and Services	8.75%	SOFR+475	16,232	16,187	16,232
LJ Avalon Holdings, LLC	4/11/2023	2/1/2030	Environmental Industries	8.77%	SOFR+450	2,533	2,497	2,533
Loving Tan Intermediate II, Inc.	10/25/2023	5/31/2028	Personal Products	9.00%	SOFR+500	12,279	12,164	12,279
Lucky Bucks, LLC - First-Out Term Loan [5]	12/1/2023	10/2/2028	Hotel, Gaming and Leisure	11.66%	SOFR+765	256	256	238
Lucky Bucks, LLC - Last-Out Term Loan	5/20/2024	10/2/2029	Hotel, Gaming and Leisure	11.66%	SOFR+765	529	529	426
MAG DS Corp.	9/27/2023	4/1/2027	Aerospace and Defense	9.60%	SOFR+560	2,193	2,146	2,184
Marketplace Events Acquisition, LLC	1/13/2025	12/19/2030	Media	9.12%	SOFR+525	16,915	16,769	16,915
MBS Holdings, Inc.	6/8/2021	4/16/2027	Internet Software and Services	9.30%	SOFR+510	8,244	8,186	8,244
MDI Buyer, Inc.	4/11/2023	7/25/2028	Chemicals, Plastics and Rubber	8.95%	SOFR+475	6,251	6,181	6,251
Meadowlark Acquirer, LLC	1/29/2022	12/10/2027	Professional Services	9.65%	SOFR+565	2,323	2,303	2,323
Medina Health, LLC	11/6/2023	10/20/2028	Healthcare and Pharmaceuticals	10.25%	SOFR+625	18,833	18,613	18,927
Megawatt Acquisitionco, Inc.	4/29/2024	3/1/2030	Electronic Equipment, Instruments, and Components	9.25%	SOFR+525	15,514	15,338	14,769
MOREgroup Holdings, Inc.	3/22/2024	1/16/2030	Business Services	9.25%	SOFR+525	12,935	12,788	12,935
Municipal Emergency Services, Inc.	4/11/2023	10/1/2027	Distributors	9.15%	SOFR+515	3,360	3,332	3,360
NBH Group, LLC	8/25/2021	8/19/2026	Healthcare, Education & Childcare	10.12%	SOFR+585	10,352	10,304	10,352
NORA Acquisition, LLC	10/2/2023	8/31/2029	Healthcare Providers and Services	10.35%	SOFR+635	21,059	20,761	20,901
Omnia Exterior Solutions, LLC	11/1/2024	12/31/2029	Diversified Consumer Services	9.26%	SOFR+525	16,958	16,824	16,619

Below is a listing of PSSL's individual investments as of September 30, 2025 (continued):

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value [2]
One Stop Mailing, LLC	7/8/2021	5/7/2027	Air Freight and Logistics	10.53%	SOFR+636	15,484	$ 15,358	$ 15,484
ORL Acquisition, Inc. [5]	5/22/2025	9/3/2027	Consumer Finance	13.70%	SOFR+940	2,231	2,220	1,975
OSP Embedded Purchaser, LLC	11/19/2024	12/17/2029	Aerospace and Defense	9.76%	SOFR+575	14,900	14,695	14,691
Output Services Group, Inc. - First-Out Term Loan	12/1/2023	11/30/2028	Business Services	12.71%	SOFR+843	821	821	821
Output Services Group, Inc. - Last-Out Term Loan	12/1/2023	5/30/2028	Business Services	10.96%	SOFR+668	1,667	1,667	1,667
PCS MIDCO, Inc.	4/10/2025	3/1/2030	Diversified Consumer Services	9.75%	SOFR+575	3,833	3,787	3,833
Pacific Purchaser, LLC	1/12/2024	10/2/2028	Business Services	10.42%	SOFR+625	11,818	11,669	11,770
PAR Excellence Holdings, Inc.	10/16/24	9/3/2030	Healthcare Technology	9.17%	SOFR+500	10,933	10,836	10,741
Paving Lessor Corp. First Lien -Term Loan	8/28/2025	7/1/2031	Business Services	9.25%	SOFR+525	9,963	9,896	9,888
Penta Group Holdings, Inc.	9/8/2025	7/31/2031	Professional Services	8.81%	SOFR+450	5,000	4,979	4,975
Pink Lily Holdco, LLC [5][7]	11/30/2021	11/9/2027	Textiles, Apparel and Luxury Goods	4.35%	—	8,359	8,323	3,343
Pragmatic Institute, LLC	3/28/2025	3/28/2030	Education	9.50%	SOFR+550	4,200	4,200	3,045
Project Granite Buyer, Inc.	5/22/2025	12/31/2030	Professional Services	9.75%	SOFR+575	6,467	6,375	6,532
Rancho Health MSO, Inc.	4/11/2023	6/20/2029	Healthcare Providers and Services	9.29%	SOFR+500	18,781	18,717	18,781
Recteq, LLC	2/24/2021	1/29/2026	Leisure Products	10.40%	SOFR+640	4,775	4,768	4,763
Ro Health, LLC	3/3/2025	1/17/2031	Healthcare Providers and Services	8.50%	SOFR+450	10,518	10,449	10,518
RRA Corporate, LLC	4/10/2025	8/15/2029	Diversified Consumer Services	9.25%	SOFR+525	7,700	7,639	7,654
RTIC Subsidiary Holdings, LLC	11/1/2024	5/3/2029	Leisure Products	9.75%	SOFR+575	9,875	9,758	9,776
Rural Sourcing Holdings, Inc.	9/6/2023	6/15/2029	High Tech Industries	9.92%	SOFR+575	4,303	4,245	3,873
Sabel Systems Technology Solutions, LLC	11/11/2024	10/31/2030	Government Services	9.91%	SOFR+575	5,955	5,905	5,955
Safe Haven Defense US, LLC	9/19/2024	5/23/2029	Construction and Building	9.50%	SOFR+550	9,864	9,747	9,815
Sales Benchmark Index, LLC	1/27/2021	7/7/2026	Professional Services	10.20%	SOFR+620	9,186	9,172	9,186
Sath Industries, LLC	4/10/2025	12/17/2029	Event Services	9.66%	SOFR+550	10,306	10,213	10,306
Schlesinger Global, Inc. [6]	9/30/2021	10/24/2025	Business Services	12.76%	SOFR+860	6,647	6,647	6,315
Seaway Buyer, LLC	4/11/2023	6/13/2029	Chemicals, Plastics and Rubber	10.15%	SOFR+615	4,850	4,802	4,523
Sigma Defense Systems, LLC	12/27/2021	12/20/2027	Aerospace and Defense	10.31%	SOFR+615	18,078	17,812	18,078
Smile Brands, Inc.	1/27/2021	10/12/2027	Healthcare and Pharmaceuticals	10.10%	SOFR+610	12,294	12,212	10,609
Spendmend Holdings, LLC	4/11/2023	3/1/2028	Healthcare Technology	9.15%	SOFR+515	4,029	3,989	4,029
STG Distribution, LLC - First Out New Money Term Loans [5]	10/24/2024	10/3/2029	Air Freight and Logistics	12.57%	SOFR+835	1,961	1,871	1,745
STG Distribution, LLC - Second Out Term Loans [5][7]	5/22/2025	10/3/2029	Air Freight and Logistics	5.32%	—	4,535	2,562	363
SV-Aero Holdings, LLC	10/31/2024	11/1/2030	Aerospace and Defense	9.00%	SOFR+500	14,719	14,656	14,719
Systems Planning And Analysis, Inc.	3/15/2022	8/16/2027	Aerospace and Defense	8.92%	SOFR+475	14,438	14,345	14,322
TMII Enterprises, LLC	4/11/2023	12/22/2028	Commercial Services & Supplies	8.66%	SOFR+450	2,873	2,835	2,873
TCG 3.0 Jogger Acquisitionco, Inc.	4/26/2024	1/23/2029	Media	10.52%	SOFR+650	19,429	19,179	19,332
Team Services Group, LLC	10/4/2022	12/20/2027	Healthcare and Pharmaceuticals	9.56%	SOFR+525	5,327	5,141	5,305
The Bluebird Group, LLC	8/9/2021	7/28/2026	Professional Services	9.90%	SOFR+590	7,985	7,943	7,985
The Vertex Companies, LLC	4/11/2023	8/31/2028	Construction and Engineering	8.93%	SOFR+475	17,482	17,309	17,395
TPC US Parent, LLC	4/11/2023	11/24/2025	Consumer Goods: Non-Durable	10.19%	SOFR+590	16,355	16,341	16,224
Transgo, LLC	1/19/2024	12/29/2028	Automotive	9.91%	SOFR+575	15,880	15,694	16,005
Tyto Athene, LLC	5/5/2021	4/3/2028	IT Services	9.19%	SOFR+490	14,604	14,530	14,238
Urology Management Holdings, Inc.	4/11/2023	6/15/2027	Healthcare and Pharmaceuticals	9.66%	SOFR+550	6,753	6,718	6,753
Walker Edison Furniture Company, LLC - Unfunded Term Loan [3][5]	8/29/2025	3/1/2029	Wholesale	—		353	-	12
Walker Edison Furniture Company, LLC - New Money DIP [5]	8/29/2025	3/1/2029	Wholesale	10.00%		134	134.0	136
Watchtower Buyer, LLC	5/20/2024	12/3/2029	Diversified Consumer Services	10.00%	SOFR+600	12,066	11,914	11,946
Wash & Wax Systems LLC [5]	4/30/2025	4/30/2028	Automobiles	9.81%	SOFR+550	5,847	5,947	5,964
Total First Lien Secured Debt							1,083,891	1,066,863
Subordinated Debt - 14.8% of Net Assets								
Integrative Nutrition, LLC	4/17/2025	4/15/2030	Diversified Consumer Services	—		1,877	1,628	1,605
Integrative Nutrition, LLC	4/17/2025	4/15/2033	Diversified Consumer Services	—		4,275	1,977	1,977
Wash & Wax Systems LLC	4/30/2025	7/30/2028	Automobiles	12.00%		3,932	3,932	3,932
Total Subordinate Debt							7,537	7,514
Equity Securities - 20.3% of Net Assets								
48Forty Intermediate Holdings, Inc. - Common Equity	11/5/2024	—	Containers and Packaging	—	—	1,722	-	-
New Insight Holdings, Inc. - Common Equity	7/15/2024	—	Diversified Consumer Services	—	—	116,055	2,031	1,740
Lucky Bucks, LLC - Common Equity	12/1/2023	—	Hotel, Gaming and Leisure	—	—	73,870	2,062	392
Output Services Group, Inc. - Common Equity	12/1/2023	—	Business Services	—	—	126,324	1,012.0	1,037.0
Pragmatic Holdco, Inc. - Common Equity	3/28/2025	—	Education	—	—	134	-	—
Wash & Wax Group, LP - Common Equity	4/30/2025	—	Automobiles	—	—	2,493	4,449	4,593
White Tiger Newco, LLC - Common Equity [5]	7/31/2025	—	Automobiles	—	—	35,834	2,734	2,510
Total Equity Securities							12,288	10,272
Total Investments - 2,141.5% of Net Assets [3][6]							1,103,716	1,084,649
Cash and Cash Equivalents - 121.5% of Net Assets								
BlackRock Federal FD Institutional 81 (Money Market Fund)				4.11%			12,475	12,475
Blackrock Liquidity Fed Fund Inst (Money Market Fund)				4.02%			4,265	4,265
JP Morgan USD Liquidity Inst (Money Market Fund)				4.10%			14,682	14,682
JP Morgan US Government Fund (Money Market Fund)				4.02%			10,539	10,539
Goldman Sachs Financial Square Government Fund (Money Market Fund)				4.10%			5,909	5,909
Non-Money Market Cash							13,690	13,690
Total Cash and Cash Equivalents							61,560	61,560
Total Investments and Cash Equivalents —2,263.0% of Net Assets							$ 1,165,276	$ 1,146,209
Liabilities in Excess of Other Assets — (2,163.0)% of Net Assets								(1,095,559)
Members' Equity—100.0%								$ 50,650

(1)Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable Secured Overnight Financing Rate or "SOFR". The spread may change based on the type of rate used. The terms in the Consolidated Schedule of Investments disclose the actual interest rate in effect as of the reporting period. All securities are subject to a SOFR floor where a spread is provided, unless noted. The spread provided includes PIK interest and other fee rates, if any.

(2)Valued based on PSSL's accounting policy.

(3)Represents the purchase of a security with a delayed settlement or a revolving line of credit that is currently an unfunded investment. This security does not earn a basis point spread above an index while it is unfunded.

(4)Non-accrual security.

(5)The securities, or a portion thereof, are not 1) pledged as collateral under the Credit Facility and held through Funding I; or, 2) securing the 2037-R Asset-Backed Debt and held through PennantPark CLO VI, LLC, or, 3) securing the 2036 Asset-Backed Debt and held through PennantPark CLO II, Ltd. or, 4) securing the 2037 Asset-Backed Debt held through PennantPark CLO 12, LLC.

(6)As of September 30, 2025, all investments are in U.S companies. Total cost, fair value, and percentage of Net Assets for the U.S Companies were $1,103.7 million, $1,084.6 million and 2,141.5%.

(7)Partial PIK non-accrual security

(8)All of our investments are not registered under the 1933 Act and have restrictions on resale.

Below is a listing of PSSL's individual investments as of September 30, 2024 (Par and $ in thousands):

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value [2]
First Lien Secured Debt - 1,404.5% of Net Assets							
A1 Garage Merger Sub, LLC	12/22/2028	Commercial Services & Supplies	10.95%	SOFR+610	2,903	$ 2,855	$ 2,903
ACP Avenu Buyer, LLC	10/2/2029	Business Services	10.58%	SOFR+525	9,925	9,771	9,602
ACP Falcon Buyer, Inc.	8/1/2029	Business Services	10.83%	SOFR+550	18,762	18,434	18,837
Ad.net Acquisition, LLC	5/7/2026	Media	11.28%	SOFR+626	8,708	8,658	8,708
Aeronix, Inc	12/18/2028	Aerospace and Defense	9.85%	SOFR+525	15,880	15,665	15,880
Alpine Acquisition Corp II	11/30/2026	Containers and Packaging	11.30%	SOFR+610	12,722	12,481	12,213
Anteriad, LLC (f/k/a MeritDirect, LLC)	6/30/2026	Media: Advertising, Printing & Publishing	10.50%	SOFR+590	4,717	4,613	4,717
Anteriad, LLC (f/k/a MeritDirect, LLC) - Incremental Term Loan	6/30/2026	Media: Advertising, Printing & Publishing	10.50%	SOFR+590	4,625	4,584	4,625
Applied Technical Services, LLC	12/29/2026	Commercial Services & Supplies	10.50%	SOFR+590	11,155	11,058	10,988
Arcfield Acquisition Corp.	8/3/2029	Aerospace and Defense	11.56%	SOFR+625	11,115	10,967	11,059
Beacon Behavioral Services, LLC	6/21/2029	Healthcare and Pharmaceuticals	9.85%	SOFR+525	9,975	9,836	9,825
Beta Plus Technologies, Inc.	7/1/2029	Business Services	10.35%	SOFR+575	4,900	4,828	4,753
Big Top Holdings, LLC	2/28/2030	Business Services	11.18%	SOFR+625	15,423	15,167	15,423
BioDerm, Inc.	1/31/2028	Healthcare and Pharmaceuticals	11.70%	SOFR+650	8,888	8,797	8,776
Blackhawk Industrial Distribution, Inc.	9/17/2026	Distributors	11.00%	SOFR+640	14,974	14,779	14,718
BlueHalo Financing Holdings, LLC	10/31/2025	Aerospace and Defense	10.60%	SOFR+600	5,546	5,523	5,435
Broder Bros., Co.	12/4/2025	Consumer Products	10.97%	SOFR+611	2,274	2,274	2,274
Burgess Point Purchaser Corporation	9/26/2029	Automotive	10.20%	SOFR+535	442	417	416
By Light Professional IT Services, LLC	5/16/2025	High Tech Industries	12.18%	SOFR+698	13,084	13,059	13,084
Carnegie Dartlet, LLC	2/7/2030	Media: Advertising, Printing & Publishing	10.60%	SOFR+550	15,243	15,025	15,015
Cartessa Aesthetics, LLC	6/14/2028	Distributors	10.35%	SOFR+575	9,539	9,431	9,539
CF512, Inc.	8/20/2026	Media	11.21%	SOFR+619	6,751	6,682	6,649
Confluent Health, LLC	10/28/2028	Healthcare and Pharmaceuticals	8.96%	SOFR+400	6,708	6,506	6,540
Connatix Buyer, Inc.	7/13/2027	Media	10.53%	SOFR+561	3,775	3,734	3,775
Crane 1 Services, Inc.	8/16/2027	Commercial Services & Supplies	10.71%	SOFR+586	2,068	2,051	2,052
Dr. Squatch, LLC	8/31/2027	Personal Products	9.95%	SOFR+535	14,562	14,398	14,562
DRI Holding Inc.	12/21/2028	Media	10.20%	SOFR+535	2,600	2,420	2,509
DRS Holdings III, Inc.	11/3/2025	Consumer Goods: Durable	11.20%	SOFR+635	13,805	13,788	13,694
Dynata, LLC - First Out Term Loan [6]	7/15/2028	Diversified Consumer Services	10.38%	SOFR+526	1,360	1,264	1,358
Dynata, LLC - Last Out Term Loan	10/15/2028	Diversified Consumer Services	10.88%	SOFR+576	8,439	8,439	7,769
ECL Entertainment, LLC	8/31/2030	Hotel, Gaming and Leisure	8.85%	SOFR+400	4,963	4,894	4,973
EDS Buyer, LLC	1/10/2029	Electronic Equipment, Instruments, and Components	10.35%	SOFR+575	8,865	8,763	8,732
Exigo Intermediate II, LLC	3/15/2027	Software	11.20%	SOFR+635	12,546	12,418	12,484
ETE Intermediate II, LLC	5/29/2029	Diversified Consumer Services	11.56%	SOFR+650	12,249	12,032	12,249
Eval Home Solutions Intermediate, LLC	5/10/2030	Healthcare and Pharmaceuticals	10.60%	SOFR+575	9,268	9,132	9,176
Fairbanks More Defense	6/17/2028	Aerospace and Defense	9.65%	SOFR+450	10,117	10,071	10,128
Global Holdings InterCo LLC	3/16/2026	Diversified Financial Services	11.43%	SOFR+615	3,696	3,689	3,511
Graffiti Buyer, Inc.	8/10/2027	Trading Companies & Distributors	10.45%	SOFR+560	3,723	3,686	3,685
Hancock Roofing and Construction L.L.C.	12/31/2026	Insurance	10.20%	SOFR+560	2,153	2,131	2,110
HEC Purchaser Corp	6/17/2029	Healthcare and Pharmaceuticals	9.75%	SOFR+550	3,691	3,648	3,665
Hills Distribution, Inc	11/8/2029	Business Services	11.11%	SOFR+600	8,957	8,835	8,868
HW Holdco, LLC	5/10/2026	Media	11.18%	SOFR+590	3,486	3,475	3,486
Imagine Acquisitionco, LLC	11/15/2027	Software	10.20%	SOFR+510	9,154	9,018	9,108
Infinity Home Services Holdco, Inc.	12/28/2028	Commercial Services & Supplies	11.45%	SOFR+685	6,029	5,932	6,089
Integrative Nutrition, LLC	1/31/2025	Diversified Consumer Services	11.75% (PIK 2.25%)	SOFR+715	11,287	11,274	9,707
Inventus Power, Inc.	6/30/2025	Consumer Goods: Durable	12.46%	SOFR+761	8,164	8,094	8,041
ITI Holdings, Inc.	3/3/2028	IT Services	10.58%	SOFR+565	3,900	3,855	3,900
Kinetic Purchaser, LLC	11/10/2027	Personal Products	10.75%	SOFR+615	13,492	13,289	13,492
Lash OpCo, LLC	2/18/2027	Personal Products	12.94% (PIK 5.10%)	SOFR+785	14,731	14,539	14,584
LAV Gear Holdings, Inc. [6]	10/31/2025	Capital Equipment	11.42%	SOFR+643	12,125	12,102	11,907
LAV Gear Holdings, Inc. - Term Loan Incremental	10/31/2025	Capital Equipment	11.64%	SOFR+640	2,861	2,856	2,810
Lightspeed Buyer Inc.	2/3/2026	Healthcare Providers and Services	10.15%	SOFR+535	11,330	11,258	11,330
LJ Avalon Holdings, LLC	1/31/2030	Environmental Industries	10.48%	SOFR+525	2,559	2,516	2,559
Loving Tan Intermediate II, Inc.	5/31/2028	Consumer Products	11.10%	SOFR+650	7,407	7,288	7,296
Lucky Bucks, LLC - First-Out Term Loan [6]	10/2/2028	Hotel, Gaming and Leisure	12.77%	SOFR+765	259	259	259
Lucky Bucks, LLC - Last-Out Term Loan	10/2/2029	Hotel, Gaming and Leisure	12.77%	SOFR+765	518	518	518
MAG DS Corp	4/1/2027	Aerospace and Defense	10.20%	SOFR+550	2,218	2,143	2,085
Magenta Buyer, LLC - First-Out Term Loan	7/31/2028	Software	12.13%	SOFR+701	357	357	337
Magenta Buyer, LLC - Second-Out Term Loan	7/31/2028	Software	12.38%	SOFR+801	452	452	310
Magenta Buyer, LLC - Third-Out Term Loan	7/31/2028	Software	11.63%	SOFR+726	1,675	1,675	490
Marketplace Events, LLC - Super Priority First Lien Term Loan [6]	9/30/2025	Media: Diversified and Production	10.38%	SOFR+540	1,845	1,845	1,845
Marketplace Events, LLC - Super Priority First Lien Unfunded Term Loan [3][6]	9/30/2025	Media: Diversified and Production	0.00%		564	-	-
Marketplace Events, LLC [6]	9/30/2026	Media: Diversified and Production	10.53%	SOFR+525	4,837	4,068	4,837
MBS Holdings, Inc.	4/16/2027	Internet Software and Services	10.59%	SOFR+585	7,256	7,183	7,256
MBS Holdings, Inc. (New Issue) - Incremental	4/16/2027	Internet Software and Services	11.34%	SOFR+660	523	514	528
MBS Holdings, Inc. (New Issue) - Second Incremental	4/16/2027	Internet Software and Services	11.09%	SOFR+635	551	543	554
MDI Buyer, Inc.	7/25/2028	Chemicals, Plastics and Rubber	10.60%	SOFR+575	4,900	4,829	4,851
MDI Buyer, Inc. - Incremental	7/25/2028	Chemicals, Plastics and Rubber	11.25%	SOFR+600	1,416	1,395	1,409
Meadowlark Acquirer, LLC	12/10/2027	Professional Services	10.50%	SOFR+590	2,348	2,319	2,289

Below is a listing of PSSL's individual investments as of September 30, 2024 (continued):

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value[2]
Medina Health, LLC	10/20/2028	Healthcare and Pharmaceuticals	10.85%	SOFR+625	19,199	18,911	19,199
Megawatt Acquisitionco, Inc	3/1/2030	Electronic Equipment, Instruments, and Components	9.85%	SOFR+525	15,671	15,453	14,794
Mission Critical Electronics, Inc.	3/31/2025	Capital Equipment	10.50%	SOFR+590	5,551	5,551	5,551
MOREGroup Holdings, Inc	1/16/2030	Business Services	10.35%	SOFR+575	13,067	12,891	12,871
Municipal Emergency Services, Inc.	9/28/2027	Distributors	9.75%	SOFR+515	3,395	3,355	3,395
NBH Group LLC	8/19/2026	Healthcare, Education & Childcare	11.05%	SOFR+585	10,602	10,504	10,284
NORA Acquisition, LLC	8/31/2029	Healthcare Providers and Services	10.95%	SOFR+635	21,274	20,913	21,274
One Stop Mailing, LLC	5/7/2027	Air Freight and Logistics	11.21%	SOFR+636	15,682	15,480	15,682
ORL Acquisitions, Inc.	9/3/2027	Consumer Finance	14.00%	SOFR+940	2,140	2,124	1,819
			(PIK 7.50%)				
Output Services Group, Inc - First-Out Term Loan	11/30/2028	Business Services	13.75%	SOFR+843	821	821	821
Output Services Group, Inc - Last-Out Term Loan	5/30/2028	Business Services	12.00%	SOFR+668	1,667	1,667	1,667
Owl Acquisition, LLC	2/4/2028	Professional Services	10.20%	SOFR+535	3,893	3,842	3,825
Ox Two, LLC	5/18/2026	Construction and Building	11.12%	SOFR+651	4,307	4,282	4,307
Pacific Purchaser, LLC	9/30/2028	Business Services	11.51%	SOFR+625	11,938	11,745	11,914
PCS Midco, Inc	3/1/2030	Diversified Consumer Services	10.81%	SOFR+575	3,871	3,818	3,871
PH Beauty Holdings III, Inc.	9/29/2025	Wholesale	10.17%	SOFR+543	9,391	9,289	9,302
PL Acquisitionco, LLC	11/9/2027	Textiles, Apparel and Luxury Goods	11.99%	SOFR+725	7,816	7,733	6,253
			(PIK 4.00%)				
Pragmatic Institute, LLC [5]	7/6/2028	Education	12.35%	SOFR+750	11,855	11,480	7,261
			(PIK 12.35%)				
Quantic Electronics, LLC	11/19/2026	Aerospace and Defense	10.95%	SOFR+635	2,775	2,758	2,761
Rancho Health MSO, Inc.	12/18/2025	Healthcare Providers and Services	10.85%	SOFR+560	1,016	1,016	1,016
Reception Purchaser, LLC	2/28/2028	Air Freight and Logistics	10.75%	SOFR+615	4,875	4,828	3,656
Receteq, LLC	1/29/2026	Leisure Products	11.75%	SOFR+715	4,825	4,796	4,777
RTIC Subsidiary Holdings, LLC	5/3/2029	Consumer Goods: Durable	10.35%	SOFR+575	9,975	9,830	9,776
Rural Sourcing Holdings, Inc. (HPA SPQ Merger Sub, Inc.)	6/15/2029	High Tech Industries	10.35%	SOFR+575	4,336	4,266	4,282
Safe Haven Defense US, LLC	5/23/2029	Construction and Building	9.85%	SOFR+525	9,973	9,830	9,873
Sales Benchmark Index LLC	1/3/2025	Professional Services	10.80%	SOFR+620	9,268	9,260	9,268
Sargent & Greenleaf Inc.	12/20/2024	Wholesale	12.45%	SOFR+760	4,916	4,906	4,916
			(PIK 1.00%)				
Schlesinger Global, Inc.	7/14/2025	Business Services	13.20%	SOFR+835	12,388	12,387	12,078
			(PIK 0.50%)				
Seaway Buyer, LLC	6/13/2029	Chemicals, Plastics and Rubber	10.75%	SOFR+615	4,900	4,842	4,729
Sigma Defense Systems, LLC	12/18/2027	Aerospace and Defense	11.50%	SOFR+690	18,620	18,370	18,434
Simplicity Financial Marketing Group Holdings, Inc	12/2/2026	Diversified Financial Services	11.00%	SOFR+640	11,359	11,206	11,472
Skopima Consilio Parent, LLC	5/17/2028	Business Services	9.46%	SOFR+461	1,290	1,268	1,289
Smartronix, LLC	11/23/2028	Aerospace and Defense	10.35%	SOFR+610	4,863	4,800	4,863
Smile Brands Inc.	10/14/2025	Healthcare and Pharmaceuticals	10.20%	SOFR+550	11,887	11,860	10,520
			(PIK 1.50%)				
Solutionreach, Inc.	7/17/2025	Healthcare and Pharmaceuticals	12.40%	SOFR+715	4,582	4,560	4,582
Spendmend Holdings LLC	3/1/2028	Healthcare Technology	10.25%	SOFR+565	4,070	4,017	4,070
Summit Behavioral Healthcare, LLC	11/24/2028	Healthcare and Pharmaceuticals	9.31%	SOFR+425	1,777	1,700	1,653
System Planning and Analysis, Inc. (f/k/a Management Consulting & Research, LLC)	8/16/2027	Aerospace and Defense	10.26%	SOFR+500	14,588	14,445	14,558
TCG 3.0 Jogger Acquisitionco	1/23/2029	Media	11.10%	SOFR+650	19,626	19,312	19,430
Team Services Group, LLC	11/24/2028	Healthcare and Pharmaceuticals	9.95%	SOFR+500	343	332	338
Teneo Holdings, LLC	3/13/2031	Business Services	9.60%	SOFR+475	5,473	5,418	5,490
The Bluebird Group LLC	07/27/26	Professional Services	11.25%	SOFR+665	8,521	8,427	8,521
The Vertex Companies, LLC	08/31/27	Construction and Engineering	10.95%	SOFR+610	7,636	7,538	7,639
TPC Canada Parent, Inc. and TPC US Parent, LLC	11/24/25	Consumer Goods: Non-Durable	10.84%	SOFR+565	16,524	16,394	16,524
Transgo, LLC	12/29/28	Automotive	10.60%	SOFR+575	18,552	18,293	18,552
TWS Acquisition Corporation	06/16/25	Diversified Consumer Services	11.33%	SOFR+640	943	943	943
Tyto Athene, LLC	04/01/28	IT Services	10.23%	SOFR+490	14,670	14,585	14,376
Urology Management Holdings, Inc.	06/15/26	Healthcare and Pharmaceuticals	10.76%	SOFR+550	6,823	6,742	6,755
Walker Edison Furniture Company LLC [4][6]	03/01/29	Wholesale	0.00%		5,441	4,986	490
Walker Edison Furniture Company LLC - Junior Revolving Credit Facility [4][6]	03/01/29	Wholesale	0.00%		1,667	1,667	1,667
Walker Edison Furniture Company LLC - DDTL - Unfunded [3][4][6]	03/01/29	Wholesale	0.00%		83	-	(76)
Watchtower Buyer, LLC	12/03/29	Diversified Consumer Services	10.60%	SOFR+600	12,189	12,007	12,067
Wildcat Buyerco, Inc.	02/27/27	Electronic Equipment, Instruments, and Components	10.60%	SOFR+575	16,014	15,916	16,014
Zips Car Wash, LLC	12/31/24	Automobiles	12.46%	SOFR+740	16,736	16,722	15,983
			(PIK 1.50%)				
Total First Lien Secured Debt						920,485	906,532
Equity Securities - 10.5% of Net Assets							
New Insight Holdings, Inc.	—	Diversified Consumer Services	—	—	116,055	$ 2,031	$ 2,031
Lucky Bucks, LLC	—	Hotel, Gaming and Leisure	—	—	73,870	2,062	904
New MPE Holdings, LLC	—	Media: Diversified and Production	—	—	47	-	2,710
Output Services Group, Inc	—	Business Services	—	—	126,324	1,012	1,104
Walker Edison Furniture - Common Equity	—	Wholesale	—	—	36,458	3,393	-
Total Equity Securities						8,498	6,749
Total Investments - 1,415.0% of Net Assets [7][8]						928,983	913,281
Cash and Cash Equivalents - 106.0% of Net Assets							
BlackRock Federal FD Institutional 30 (Money Market Fund)						68,429	68,429
Total Cash and Cash Equivalents						68,429	68,429
Total Investments and Cash Equivalents —1,521.0% of Net Assets						$ 997,412	$ 981,710
Liabilities in Excess of Other Assets — (1,421.0)% of Net Assets							(917,163)
Members' Equity—100.0%							$ 64,547

(1)Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable Secured Overnight Financing Rate or "SOFR". The spread may change based on the type of rate used. The terms in the Consolidated Schedule of Investments disclose the actual interest rate in effect as of the reporting period. All securities are subject to a SOFR floor where a spread is provided, unless noted. The spread provided includes PIK interest and other fee rates, if any.

(2)Valued based on PSSL's accounting policy.

(3)Represents the purchase of a security with a delayed settlement or a revolving line of credit that is currently an unfunded investment. This security does not earn a basis point spread above an index while it is unfunded.

(4)Non-accrual security

(5)Partial PIK non-accrual security

(6)The securities, or a portion thereof, are not 1) pledged as collateral under the Credit Facility and held through Funding I; or, 2) securing the 2035 Asset-Backed Debt and held through PennantPark CLO VI, LLC, or, 3) securing the 2036 Asset-Backed Debt and held through PennantPark CLO II, Ltd.

(7)As of September 30, 2024, all investments are in U.S companies. Total cost, fair value, and percentage of Net Assets for the U.S Companies were $929.0 million, $913.3 million and 1,415.0%.

(8)All of our investments are not registered under the 1933 Act and have restrictions on resale.

Below are the consolidated statements of assets and liabilities for PSSL ($ in thousands):

	September 30, 2025	September 30, 2024
Assets		
Investments at fair value (amortized cost—$1,103,716 and $928,983, respectively)	$ 1,084,649	$ 913,281
Cash and cash equivalents (cost—$61,560 and $68,429, respectively)	61,560	68,429
Interest receivable	4,138	4,722
Receivable for investments sold	838	—
Due from affiliate	208	48
Prepaid expenses and other assets	2,296	1,642
Total assets	1,153,689	988,122
Liabilities		
Credit facility payable	74,500	146,100
2035 Asset-backed debt, net (par—$0 and $246,000, respectively) (unamortized deferred financing costs of $0 and $2,066, respectively)	—	243,934
2036 Asset-backed debt, net (par—$246,000) (unamortized deferred financing costs of $1,341 and $1,628, respectively)	244,659	244,372
2037 Asset-backed debt, net (par—$246,000 and $0, respectively) (unamortized deferred financing costs of $1,904 and $0, respectively)	244,096	—
2037-R Asset-backed debt, net (par—$246,000 and $0, respectively) (unamortized deferred financing costs of $2,518 and $0, respectively)	243,481	—
Notes payable to members	271,600	271,600
Interest payable on Credit facility and asset backed debt	16,868	9,281
Payable for investments purchased	—	86
Interest payable on notes to members	6,788	7,315
Accrued expenses	997	822
Due to affiliate	50	65
Total liabilities	1,103,039	923,575
Members' equity	50,650	64,547
Total liabilities and members' equity	$ 1,153,689	$ 988,122

(1) As of both September 30, 2025 and 2024, PSSL had $0.4 million and $0.6 million unfunded commitments to fund investments, respectively.

Below are the consolidated statements of operations for PSSL ($ in thousands):

	Year Ended September 30, 2025	Year Ended September 30, 2024
Investment income:		
Interest	$ 112,801	$ 109,094
Other income	1,540	1,191
Total investment income	114,341	110,285
Expenses:		
Interest and expenses on credit facility and asset-backed debt	56,117	54,814
Interest expense on notes to members	34,221	34,186
Administration services expenses	2,819	2,354
Other General and administrative expenses (1)	1,556	1,464
Expenses before debt issuance costs	94,713	92,818
Debt issuance costs	200	999
Total expenses	94,913	93,817
Net investment income	19,428	16,468
Realized and unrealized (loss) gain on investments and debt:		
Net realized (loss) gain on investments	(34,323)	(8,914)
Realized loss on debt extinguishment	(1,637)	(705)
Net change in unrealized (depreciation) appreciation on investments	(3,365)	3,048
Net realized and unrealized gain (loss) on investments and debt	(39,325)	(6,571)
Net increase (decrease) in members' equity resulting from operations	$ (19,897)	$ 9,897

(1) No management or incentive fees are payable by PSSL. If any fees were to be charged, they would be separately disclosed in the Statement of Operations.

Recent Developments

Subsequent to September 30, 2025, PSSL II commenced operations and the Company sold $191 million of assets to PSSL II. Additionally, subsequent to September 30, 2025 the Company sold $118 million of assets to PSSL.

Distributions

In order to be treated as a RIC for federal income tax purposes and to not be subject to corporate-level tax on undistributed income or gains, we are required, under Subchapter M of the Code, to annually distribute dividends for U.S. federal income tax purposes to our stockholders out of the assets legally available for distribution of an amount generally at least equal to 90% of investment company taxable income, determined without regard to any deduction for dividends paid.

Although not required for us to maintain our RIC tax status, in order to preclude the imposition of a 4% nondeductible federal excise tax imposed on RICs, we must distribute dividends for U.S. federal income tax purposes to our stockholders in respect of each calendar year an amount at least equal to the Excise Tax Avoidance Requirement. In addition, although we may distribute realized net capital gains (i.e., net long-term capital gains in excess of net short-term capital losses), if any, at least annually, out of the assets legally available for such distributions in the manner described above, we have retained and may continue to retain such net capital gains or investment company taxable income, subject to maintaining our ability to be taxed as a RIC, in order to provide us with additional liquidity.

During the years ended September 30, 2025 and 2024, we declared distributions of $1.23 per share and $1.23 per share, respectively, for total distributions of $113.9 million and $80.6 million, respectively. We monitor available net investment income to determine if a return of capital for tax purposes may occur for the fiscal year. To the extent our taxable earnings fall below the total amount of our distributions for any given fiscal year, stockholders will be notified of the portion of those distributions deemed to be a tax return of capital. Tax characteristics of all distributions will be reported to stockholders subject to information reporting on Form 1099-DIV after the end of each calendar year and in our periodic reports filed with the SEC.

We intend to continue to make monthly distributions to our stockholders. Our monthly distributions, if any, are determined by our board of directors quarterly.

On November 22, 2017, we terminated our dividend reinvestment plan. The termination of the plan applies to the reinvestment of cash distributions paid on or after December 22, 2017.

We may not be able to achieve operating results that will allow us to make distributions at a specific level or to increase the amount of these distributions from time to time. In addition, we may be limited in our ability to make distributions due to the asset coverage ratio for borrowings applicable to us as a BDC under the 1940 Act and due to provisions in future credit facilities. If we do not distribute at least a certain percentage of our income annually, we could suffer adverse tax consequences, including possible loss of our ability to be subject to tax as a RIC. We cannot assure stockholders that they will receive any distributions at a particular level.

Recent Accounting Pronouncements

In March 2020, the FASB issued Accounting Standards Update No. 2020-04, “Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting.” The guidance provides optional expedients and exceptions for applying GAAP to contract modifications, hedging relationships and other transactions, subject to meeting certain criteria, that reference LIBOR or another reference rate expected to be discontinued because of the reference rate reform. ASU 2020-04 is effective for all entities as of March 12, 2020 through December 31, 2022. The FASB approved an (optional) two year extension to December 31, 2024, for transitioning away from LIBOR. The Company adopted ASU 2020-04, the effect of which was not material to the consolidated financial statements and the notes the

In June 2022, the FASB issued Accounting Standards Update No. 2022-03, or ASU, 2022-03, Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions, or ASU 2022-03, which changed the fair value measurement disclosure requirements of ASC Topic 820, Fair Value Measurements and Disclosures, or ASC 820. The amendments clarify that a contractual restriction on the sale of an equity security is not considered part of the unit of account of the equity security and, therefore, is not considered in measuring fair value. The amendments also clarify that an entity cannot, as a separate unit of account, recognize and measure a contractual sale restriction. The new guidance is effective for fiscal years beginning after December 15, 2023, including interim periods therein. Early application is permitted. The Company has adopted the new accounting standard, the effect of which was not material to the consolidated financial statements and the notes thereto.

In November 2023, FASB issued ASU 2023-07, Segment Reporting (Topic 280), Improvements to Reportable Segment Disclosures to improve reportable segment disclosure requirements through enhanced disclosures about significant segment expenses. ASU 2023-07 expands public entities' segment disclosure by requiring disclosure of significant segment expenses that are regularly provided to the chief operating decision maker (the “CODM”) and included within each reported measure of segment profit or loss, an amount and description of its composition for other segment items and interim disclosure of a reportable segment's profit or loss and assets. All disclosure requirements of ASU 2023-07 are required for entities with a single reportable segment. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and interim periods for fiscal years beginning December 15, 2024, and should be applied on a retrospective basis to all periods presented, noting early adoption is permitted. The Company has adopted ASU 2023-07 effective September 30, 2025 and concluded that the application of this guidance did not have a material impact on its consolidated financial statements.

In December 2023, the FASB issued ASU 2023 - 09 "Improvements to Income Tax Disclosures" ("ASU 2023 - 09"). ASU 2023 - 09 intends to improve the transparency of income tax disclosures. ASU 2023 - 09 is effective for fiscal years beginning after December 15, 2024 and is to be adopted on a prospective basis with the option to apply retrospectively. We are currently assessing the impact of this guidance, however, we do not expect a material impact to our financial statements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

We are subject to financial market risks, including changes in interest rates. As of September 30, 2025, our debt portfolio consisted of approximately 99% variable-rate investments. The variable-rate loans are usually based on a SOFR (or an alternative risk-free floating interest rate index) rate and typically have durations of three months, after which they reset to current market interest rates. Variable-rate investments subject to a floor generally reset by reference to the current market index after one to nine months only if the index exceeds the floor. In regards to variable-rate instruments with a floor, we do not benefit from increases in interest rates until such rates exceed the floor and thereafter benefit from market rates above any such floor. In contrast, our cost of funds, to the extent it is not fixed, will fluctuate with changes in interest rates since it has no floor.

Assuming that the most recent Consolidated Statements of Assets and Liabilities was to remain constant, and no actions were taken to alter the existing interest rate sensitivity, the following table shows the annualized impact of hypothetical base rate changes in interest rates:

Change in Interest Rates	Change in Interest Income, Net of Interest Expense (in thousands)	Change in Interest Income, Net of Interest Expense Per Share
Down 3%	$ (28,028)	$ (0.28)
Down 2%	(18,686)	(0.19)
Down 1%	(9,343)	(0.09)
Up 1%	9,343	0.09
Up 2%	18,686	0.19
Up 3%	28,028	0.28

Although management believes that this measure is indicative of our sensitivity to interest rate changes, it does not adjust for potential changes in the credit market, credit quality, size and composition of the assets on the Consolidated Statements of Assets and Liabilities and other business developments that could affect net increase in net assets resulting from operations or net investment income. Accordingly, no assurances can be given that actual results would not differ materially from those shown above.

Because we borrow money to make investments, our net investment income is dependent upon the difference between the rate at which we borrow funds and the rate at which we invest these funds, as well as our level of leverage. As a result, there can be no assurance that a significant change in market interest rates will not have a material adverse effect on our net investment income or net assets.

We may hedge against interest rate and foreign currency fluctuations by using standard hedging instruments such as futures, options and forward contracts or the Credit Facility subject to the requirements of the 1940 Act and applicable commodities laws. While hedging activities may insulate us against adverse changes in interest rates and foreign currencies, they may also limit our ability to participate in benefits of lower interest rates or higher exchange rates with respect to our portfolio of investments with fixed interest rates or investments denominated in foreign currencies. During the periods covered by this Report, we did not engage in interest rate hedging activities or foreign currency derivatives hedging activities.

Item 8. Consolidated Financial Statements and Supplementary Data

	Page
Management's Report on Internal Control Over Financial Reporting	63
Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting	64
Report of Independent Registered Public Accounting Firm (PCAOB ID - 49)	
Consolidated Statements of Assets and Liabilities as of September 30, 2025 and 2024	67
Consolidated Statements of Operations for the years ended September 30, 2025, 2024 and 2023	68
Consolidated Statements of Changes in Net Assets for the years ended September 30, 2025, 2024 and 2023	69
Consolidated Statements of Cash Flows for the years ended September 30, 2025, 2024 and 2023	70
Consolidated Schedules of Investments as of September 30, 2025 and 2024	69
Notes to the Consolidated Financial Statements	87

Management's Report on Internal Control Over Financial Reporting

The management of PennantPark Floating Rate Capital Ltd. (except where the context suggests otherwise, the terms "we," "us," "our" and "PennantPark Floating" refer to PennantPark Floating Rate Capital Ltd. and its Subsidiaries) is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f), and for performing an assessment of the effectiveness of internal control over financial reporting as of September 30, 2025. Our internal control system is a process designed to provide reasonable assurance to our management and board of directors regarding the preparation and fair presentation of published financial statements.

PennantPark Floating's internal control over financial reporting includes policies and procedures that pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect transactions recorded necessary to permit the preparation of financial statements in accordance with U.S. generally accepted accounting principles. Our policies and procedures also provide reasonable assurance that receipts and expenditures are being made only in accordance with authorizations of management and the directors of PennantPark Floating, and provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of a company's annual or interim consolidated financial statements will not be prevented or detected on a timely basis.

All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of PennantPark Floating's internal control over financial reporting as of September 30, 2025. In making this assessment, we used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in 2013 Internal Control—Integrated Framework. Based on such assessment management has determined that, as of September 30, 2025, we do not maintain effective internal control over financial reporting due to the material weakness described below.

A material weakness was identified in the operations of control related to our quarterly equity valuation review with respect to the allocation of the portfolio company's enterprise value to our holdings. Although this material weakness did not result in any material misstatement of our consolidated financial statements for the periods presented, there is a possibility they could lead to a material misstatement of account balances or disclosures. Accordingly, management has concluded that this control deficiency constitutes a material weakness.

Management believes that the financial statements included in this Annual Report on Form 10-K present fairly, in all material respects, our financial position, results of its operations, changes in net assets and cash flows for the periods presented. We believe that the audited consolidated financial statements included in this Annual Report on Form 10-K are accurate. We have begun the process of, and we are focused on, further enhancing effective internal control measures to improve our internal control over financial reporting and remediate this material weakness. Our internal control remediation efforts include the following:

- Enhance existing review controls of equity investments related to the allocation of the portfolio company's enterprise value to our holdings to ensure allocations are consistent with the relevant and respective source document; and
- Enhancing policies and procedures to demonstrate commitment to improving our overall control environment.

We believe our planned actions to enhance our processes and controls will address the material weakness, but these actions are subject to ongoing management evaluation, and we will need a period of execution to demonstrate remediation. We are committed to the continuous improvement of our internal control over financial reporting and will continue to diligently review our internal control over financial reporting.

PennantPark Floating's independent registered public accounting firm has issued an audit report on the effectiveness of our internal control over financial reporting as of September 30, 2025. This report appears on page 63.

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of
PennantPark Floating Rate Capital Ltd. and Subsidiaries

Opinion on the Internal Control Over Financial Reporting
We have audited PennantPark Floating Rate Capital Ltd. and Subsidiaries (the Company) internal control over financial reporting as of September 30, 2025, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013. In our opinion, because of the effect of the material weakness described below on the achievement of the objectives of the control criteria, the Company has not maintained effective internal control over financial reporting as of September 30, 2025, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statements of assets and liabilities, including the consolidated schedules of investments, as of September 30, 2025 and 2024, the related consolidated statements of operations, changes in net assets, and cash flows for each of the three years in the period ended September 30, 2025, and the related notes to the consolidated financial statements (collectively, the financial statements) of the Company and our report dated November 24, 2025, expressed an unqualified opinion.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weakness has been identified and included in management's assessment. A material weakness was identified in the operation of controls related to the Company's quarterly review of equity investment valuations with respect to the allocation of value of the portfolio company to the Company's holdings. This material weakness was considered in determining the nature, timing and extent of audit tests applied in our audit of the 2025 financial statements, and this report does not affect our report dated November 24, 2025 on those financial statements.

Basis for Opinion
The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting in the accompanying Management's Report on Internal Controls Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting
A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ RSM US LLP

New York, New York
November 24, 2025

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of
PennantPark Floating Rate Capital Ltd. and Subsidiaries

Opinion on the Financial Statements
We have audited the accompanying consolidated statements of assets and liabilities of PennantPark Floating Rate Capital Ltd. and Subsidiaries (the Company), including the consolidated schedules of investments, as of September 30, 2025 and 2024, the related consolidated statements of operations, changes in net assets, and cash flows for each of the three years in the period ended September 30, 2025, and the related notes to the consolidated financial statements (collectively, the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of September 30, 2025 and 2024, and the results of its operations, changes in net assets, and cash flows for each of the three years in the period ended September 30, 2025, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of September 30, 2025, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013. Our report dated November 24, 2025, expressed an opinion that the Company had not maintained effective internal control over financial reporting as of September 30, 2025, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013.

Basis for Opinion
These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our procedures included confirmation of securities owned as of September 30, 2025 and 2024, by correspondence with the custodians, underlying fund advisors, and by other appropriate auditing procedures. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters
The critical audit matters communicated below is a matters arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Level 3 Fair Value Measurements
The fair value of the Company's investments valued using Level 3 fair value measurements was approximately $2,729.0 million as of September 30, 2025. The fair value of the Company's financial instruments classified as liabilities valued using Level 3 fair value measurements was approximately $683.8 million as of September 30, 2025. As discussed in Notes 2 and 5 to the consolidated financial statements, the Company's investment portfolio generally consists of illiquid securities, including debt and equity investments, which were acquired directly from the issuer. Such investments include first lien secured debt, second lien secured debt, subordinated debt and equity investments. Additionally, the Company has elected to apply the fair value option to certain financial instruments classified as liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

We identified Level 3 fair value measurements as a critical audit matter due to the subjective nature of the judgments necessary for management to select valuation techniques and the use of significant unobservable inputs to estimate the fair value. Auditing the reasonableness of management's selection of valuation technique and the related unobservable inputs required a high degree of auditor judgment and increased audit effort, including the use of a valuation specialist.

The primary procedures we performed to address this critical audit matter included the following, among others:

•With the assistance of our valuation specialists, we evaluated the appropriateness of the selected valuation techniques, and any changes to selected valuation techniques from prior periods, used for Level 3 fair value measurements. For a sample of investments, we evaluated both the reasonableness of the significant unobservable inputs and the reasonableness of any significant changes in significant unobservable inputs from prior periods, when applicable, by comparing the unobservable inputs to external sources, including, but not limited to:

- •Historical operating results of the investee.
- •Available market data for comparable companies.
- •Subsequent events and transactions, where available.

•We tested both the source information used to determine the unobservable input and the mathematical accuracy of the calculation used to compute the unobservable input for a sample of investments.

/s/ RSM US LLP

We have served as the Company's auditor since 2013.

New York, New York

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF ASSETS AND LIABILITIES
(in thousands, except per share data)

	September 30, 2025	September 30, 2024
Assets		
Investments at fair value		
Non-controlled, non-affiliated investments (amortized cost— $2,458,018 and $1,622,669, respectively)	$ 2,491,360	$ 1,632,269
Controlled, affiliated investments (amortized cost— $361,375 and $372,271, respectively)	281,968	351,235
Total investments (amortized cost— $2,819,393 and $1,994,940, respectively)	2,773,328	1,983,504
Cash and cash equivalents (cost— $122,684 and $112,046, respectively)	122,688	112,050
Interest receivable	13,832	12,167
Receivable for investments sold	1,369	—
Distributions receivable	—	635
Due from affiliate	321	291
Prepaid expenses and other assets	2,143	198
Total assets	2,913,681	2,108,845
Liabilities		
Credit Facility payable, at fair value (cost— $683,855 and $443,855, respectively)	683,837	443,880
2026 Notes payable, net (par—$185,000) (unamortized deferred financing costs of $391 and $1,168, respectively)	184,609	183,832
2036 Asset-Backed Debt, net (par—$287,000) (unamortized deferred financing costs of $2,373 and $2,914, respectively)	284,627	284,086
2036-R Asset-Backed Debt, net (par— $266,000) (unamortized deferred financing costs of $634 and $765, respectively)	265,366	265,235
2037 Asset-Backed Debt, net (par— $361,000 and $0) (unamortized deferred financing costs of $2,669 and $0, respectively)	358,331	—
Payable for investments purchased	14,852	20,363
Interest payable on debt	19,172	14,645
Distributions payable	10,170	7,834
Base management fee payable	6,549	4,588
Incentive fee payable	6,883	3,189
Accounts payable and accrued expenses	2,166	2,187
Deferred tax liability	1,864	1,712
Due to affiliate	739	—
Total liabilities	1,839,165	1,231,551
Commitments and contingencies (See Note 12)		
Net assets		
Common stock, 99,217,896 and 77,579,896 shares issued and outstanding, respectively Par value $0.001 per share and 200,000,000 shares authorized	99	78
Paid-in capital in excess of par value	1,219,502	976,744
Accumulated deficit	(145,085)	(99,528)
Total net assets	$ 1,074,516	$ 877,294
Total liabilities and net assets	$ 2,913,681	$ 2,108,845
Net asset value per share	$ 10.83	$ 11.31

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)

	Years Ended September 30,		
	2025	**2024**	**2023**
Investment income:			
From non-controlled, non-affiliated investments:			
Interest	$ 203,853	$ 128,397	$ 88,649
Dividend	1,595	2,354	6,279
Other income	4,042	5,506	1,899
From controlled, affiliated investments:			
Interest	35,005	35,093	31,047
Dividend	16,626	14,875	11,463
Other income	306	130	—
Total investment income	261,427	186,355	139,337
Expenses:			
Interest and expenses on debt	93,226	59,221	38,166
Performance-based incentive fee	26,029	18,125	16,873
Base management fee	23,346	14,871	11,402
General and administrative expenses	4,700	4,493	3,422
Administrative services expenses	2,800	2,161	999
Expenses before amendment costs, debt issuance costs and provision for taxes	150,101	98,871	70,862
Provision for taxes on net investment income	875	1,120	984
Credit Facility amendment costs and debt issuance	3,297	8,643	—
Total expenses	154,273	108,634	71,846
Net investment income	107,154	77,721	67,491
Realized and unrealized gain (loss) on investments and debt:			
Net realized gain (loss) on investments and debt:			
Non-controlled, non-affiliated investments	(28,752)	222	(15,892)
Non-controlled and controlled, affiliated investments	22,811	—	—
Debt extinguishment	—	(383)	—
Provision for taxes on realized gain on investments	(105)	(45)	(263)
Net realized gain (loss) on investments and debt	(6,046)	(206)	(16,155)
Net change in unrealized appreciation (depreciation) on:			
Non-controlled, non-affiliated investments	23,738	5,662	(6,707)
Controlled and non-controlled, affiliated investments	(58,372)	8,606	(5,858)
Provision for taxes on unrealized appreciation (depreciation) on investments	(152)	82	2,774
Debt (appreciation) depreciation	43	(26)	(2,284)
Net change in unrealized appreciation (depreciation) on investments and debt	(34,743)	14,324	(12,075)
Net realized and unrealized gain (loss) from investments and debt	(40,789)	14,118	(28,230)
Net increase in net assets resulting from operations	$ 66,365	$ 91,839	$ 39,261
Net increase in net assets resulting from operations per common share	$ 0.72	$ 1.40	$ 0.77
Net investment income per common share	$ 1.16	$ 1.18	$ 1.33

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
(in thousands, except share issue data)

	Years Ended September 30,		
	2025	**2024**	**2023**
Net increase in net assets from operations:			
Net investment income	$ 107,154	$ 77,721	$ 67,491
Net realized gain (loss) on investments	(5,941)	222	(15,892)
Net realized loss on debt extinguishment	—	(383)	—
Net change in unrealized appreciation (depreciation) on investments	(34,634)	14,268	(12,565)
Net change in provision for taxes on realized and unrealized appreciation (depreciation) on investments	(257)	37	2,511
Net change in unrealized appreciation (depreciation) on debt	43	(26)	(2,284)
Net increase in net assets resulting from operations	66,365	91,839	39,261
Distributions to stockholders:			
Distribution of net investment income	(113,897)	(80,627)	(60,451)
Total distributions to stockholders	(113,897)	(80,627)	(60,451)
Capital transactions			
Public offering	245,479	213,910	148,408
Offering costs	(725)	(1,433)	(705)
Net increase in net assets resulting from capital transactions	244,754	212,477	147,703
Net increase (decrease) in net assets	197,222	223,689	126,513
Net assets:			
Beginning of year	877,294	653,605	527,092
End of year	$ 1,074,516	$ 877,294	$ 653,605
Capital share activity:			
Shares issued from public offering	21,638,000	18,845,194	13,389,064

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Years Ended September 30,		
	2025	**2024**	**2023**
Cash flows from operating activities:			
Net increase (decrease) in net assets resulting from operations	$ 66,365	$ 91,839	$ 39,261
Adjustments to reconcile net increase (decrease) in net assets resulting from operations to net cash provided by (used in) operating activities:			
Net change in unrealized (appreciation) depreciation on investments	34,634	(14,268)	12,565
Net change in unrealized appreciation (depreciation) on debt	(43)	26	2,284
Debt extinguishment realized loss	—	383	—
Net realized (gain) loss on investments	5,941	(222)	15,892
Net accretion of discount and amortization of premium	(9,487)	(4,828)	(5,200)
Purchases of investments	(1,733,734)	(1,407,529)	(324,546)
Payment-in-kind interest	(5,291)	(3,634)	(1,296)
Proceeds from dispositions of investments	918,116	514,147	399,085
Amortization of deferred financing costs	1,751	1,987	1,408
(Increase) decrease in:			
Interest receivable	(1,665)	(1,744)	(2,880)
Receivable from investments sold	(1,369)	—	3,441
Distribution receivable	635	(70)	(565)
Prepaid expenses and other assets	(1,945)	696	(146)
Due from affiliate	(30)	(291)	—
Increase (decrease) in:			
Payable for investments purchased	(5,511)	15,458	4,905
Interest payable on debt	4,527	6,030	452
Base management fee payable	1,961	1,829	(268)
Incentive fee payable	3,694	(1,439)	1,464
Deferred tax liability	152	(82)	(2,774)
Due to affiliates	739	(566)	(3,042)
Account payable and accrued expenses	(21)	900	522
Net cash provided by (used in) operating activities	(720,581)	(801,378)	140,562
Cash flows from financing activities:			
Proceeds from public offering	245,479	213,910	148,408
Offering costs	(725)	(1,433)	(705)
Issuance of 2036 Asset-Backed Debt	—	287,000	—
Issuance of 2036-R Asset-Backed Debt	—	266,000	—
Issuance of 2037 Asset-Backed Debt	361,000	—	—
Capitalized borrowing costs	(2,971)	(4,031)	—
Distributions paid to stockholders	(111,562)	(78,813)	(58,739)
Repayment of 2023 notes payable	—	(76,219)	(20,787)
Repayment of 2031 Asset-Backed Debt	—	(228,000)	—
Borrowings under Credit Facility	645,000	606,455	65,000
Repayments under Credit Facility	(405,000)	(172,000)	(224,709)
Net cash provided by (used in) financing activities	731,221	812,869	(91,532)
Net increase (decrease) in cash and cash equivalents	10,640	11,491	49,030
Effect of exchange rate changes on cash	(2)	4	37
Cash and cash equivalents, beginning of year	112,050	100,555	51,488
Cash and cash equivalents, end of year	$ 122,688	$ 112,050	$ 100,555
Supplemental disclosures:			
Interest paid	$ 86,948	$ 51,204	$ 36,306
Taxes paid	$ 975	$ 1,060	$ 530
Non-cash exchanges and conversions	$ 27,170	$ 20,091	$ 3,393
Non-cash purchases and disposition of investments	$ 7,570	$ —	$ —

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS
SEPTEMBER 30, 2025
(in thousands, except share data)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par / Shares	Cost	Fair Value [2]
Investments in Non-Controlled, Non-Affiliated Portfolio Companies - 231.9% [3], [4]								
First Lien Secured Debt - 211.8% of Net Assets								
ACP Avenu Buyer, LLC	10/2/2023	10/02/2029	IT Services	9.29%	3M SOFR+ 500	42,247	41,879	41,824
ACP Avenu Buyer, LLC - Unfunded Term Loan [8]	10/2/2023	04/21/2027	IT Services	—	—	10,872	—	(54)
ACP Avenu Buyer, LLC - Unfunded Revolver [6], [8]	10/2/2023	10/02/2029	IT Services	—	—	7,612	—	(76)
ACP Falcon Buyer, Inc.	8/27/2025	08/01/2029	Professional Services	9.79%	3M SOFR+ 550	818	827	827
ACP Falcon Buyer, LLC - Unfunded Revolver [6], [8]	7/26/2023	08/01/2029	Professional Services	—	—	3,096	—	—
Ad.net Acquisition, LLC	5/4/2021	05/07/2026	Media	10.26%	3M SOFR+ 626	6,583	6,570	6,583
Ad.net Acquisition, LLC - Funded Revolver	5/4/2021	05/07/2026	Media	10.26%	3M SOFR+ 626	818	818	818
Ad.net Acquisition, LLC - Unfunded Revolver [6], [8]	5/4/2021	05/07/2026	Media	—	—	426	—	—
Aechelon Technology, Inc.	8/16/2024	08/16/2029	Aerospace and Defense	9.91%	1M SOFR+ 575	13,440	13,331	13,440
Aechelon Technology, Inc. - Funded Revolver	8/16/2024	08/16/2029	Aerospace and Defense	10.66%	1M SOFR+ 650	1,666	1,666	1,666
Aechelon Technology, Inc. - Unfunded Revolver [8]	8/16/2024	08/16/2029	Aerospace and Defense	—	—	3,054	—	—
AFC-Dell Holding Corp.	2/22/2024	04/09/2027	Distributors	9.70%	3M SOFR+ 550	19,768	19,739	19,669
AFC-Dell Holding Corp. - Unfunded Term Loan [8]	2/22/2024	04/09/2027	Distributors	—	—	7,460	—	(37)
Alpine Acquisition Corp II [10]	8/27/2025		Containers and Packaging	—	—	4,044	2,903	2,103
Amsive Holdings Corporation	3/2/2020	12/10/2026	Media	10.35%	3M SOFR+ 625	19,273	19,166	19,080
Aphix Buyer, Inc.	7/17/2025	07/17/2031	Business Services	8.91%	3M SOFR+ 475	9,639	9,579	9,591
Aphix Buyer, Inc. - Unfunded Term Loan [8]	7/17/2025	07/16/2027	Business Services	—	—	15,341	—	19
Aphix Buyer, Inc. - Unfunded Revolver [8]	7/17/2025	07/17/2031	Business Services	—	—	3,995	—	(20)
APT OPCO, LLC	9/29/2025	09/30/2031	Healthcare Providers and Services	9.00%	3M SOFR+ 500	17,500	17,391	17,391
APT OPCO, LLC - Unfunded Term Loan [8]	9/29/2025	09/30/2027	Healthcare Providers and Services	—		2,729	—	—
APT OPCO, LLC - Unfunded Revolver [8]	9/29/2025	09/30/2031	Healthcare Providers and Services	—		2,729	—	—
Anteriad, LLC (f/k/a MeritDirect, LLC)	5/21/2019	06/30/2026	Media	9.90%	3M SOFR+ 590	14,707	14,644	14,707
Anteriad, LLC (f/k/a MeritDirect, LLC) - Incremental Term Loan	5/21/2019	06/30/2026	Media	9.90%	3M SOFR+ 590	1,985	1,979	1,985
Anteriad, LLC (f/k/a MeritDirect, LLC) - Funded Revolver [6]	5/21/2019	06/30/2026	Media	9.90%	3M SOFR+ 590	410	410	410
Anteriad, LLC (f/k/a MeritDirect, LLC) - Unfunded Revolver [8]	5/21/2019	06/30/2026	Media	—	—	2,460	—	—
Arcfield Acquisition Corp.	10/28/2024	10/28/2031	Aerospace and Defense	9.31%	3M SOFR+ 500	19,393	19,374	19,296
Arcfield Acquisition Corp. - Unfunded Revolver [6], [8]	10/28/2024	10/28/2031	Aerospace and Defense	—	—	2,874	—	(14)
Archer Lewis, LLC	8/28/2024	08/28/2029	Healthcare Technology	9.75%	3M SOFR+ 575	32,675	32,401	32,675
Archer Lewis, LLC - Unfunded Term Loan [8]	8/28/2024	08/28/2026	Healthcare Technology	—	—	13,292	—	133
Archer Lewis, LLC - Unfunded Revolver [8]	8/28/2024	08/28/2029	Healthcare Technology	—	—	3,252	—	—
Argano, LLC	9/13/2024	09/13/2029	Business Services	9.89%	3M SOFR+ 575	50,851	50,401	50,088
Argano, LLC - Unfunded Term Loan [8]	9/13/2024	10/02/2026	Business Services	—		7,449	—	(37)
Argano, LLC – Unfunded Revolver [8]	9/13/2024	09/13/2029	Business Services	—	—	1,421	—	(21)
Azureon, LLC (F/K/A Tpcn Midco, LLC)	6/26/2024	06/26/2029	Diversified Consumer Services	9.75%	3M SOFR+ 575	16,854	16,673	16,365
Azureon, LLC (F/K/A Tpcn Midco, LLC) - Funded Revolver	6/26/2024	06/26/2029	Diversified Consumer Services	9.75%	3M SOFR+ 575	1,032	1,032	1,002
Azureon, LLC (F/K/A Tpcn Midco, LLC) - Unfunded Revolver [8]	6/26/2024	06/26/2029	Diversified Consumer Services	—	—	1,548	—	(45)
Beacon Behavioral Support Services, LLC	6/21/2024	06/21/2029	Healthcare Providers and Services	9.50%	3M SOFR+ 550	31,929	31,585	31,929
Beacon Behavioral Support Services, LLC - Unfunded Term Loan [8]	6/21/2024	12/22/2025	Healthcare Providers and Services	—	—	7,749	—	77
Beacon Behavioral Support Services, LLC - Unfunded Term Loan - 3rd Amendment [8]	6/21/2024	06/21/2027	Healthcare Providers and Services	—	—	23,451	—	235
Beacon Behavioral Support Services, LLC - Unfunded Revolver [8]	6/21/2024	06/21/2029	Healthcare Providers and Services	—	—	2,104	—	—
Best Practice Associates, LLC	11/7/2024	11/08/2029	Aerospace and Defense	10.91%	3M SOFR+ 675	58,796	58,047	58,355
Best Practice Associates, LLC - Unfunded Revolver [8]	11/7/2024	11/08/2029	Aerospace and Defense	—	—	5,732	—	(43)
Beta Plus Technologies, Inc.	2/29/2024	07/02/2029	Internet Software and Services	9.75%	1M SOFR+ 575	32,742	32,027	32,415
Big Top Holdings, LLC	2/29/2024	03/01/2030	Construction & Engineering	9.50%	3M SOFR+ 550	34,812	34,384	34,812
Big Top Holdings, LLC - Unfunded Revolver [8]	2/29/2024	02/28/2030	Construction & Engineering	—	—	4,479	—	—
Bioderm, Inc.	8/27/2025	01/31/2028	Healthcare Equipment and Supplies	10.77%	1M SOFR+ 650	992	981	980
Bioderm, Inc. - Funded Revolver	1/30/2023	01/31/2028	Healthcare Equipment and Supplies	10.77%	1M SOFR+ 650	1,071	1,071	1,058
Blackhawk Industrial Distribution, Inc.	6/27/2022	09/17/2026	Distributors	9.40%	3M SOFR+ 540	8,126	8,095	7,984
Blackhawk Industrial Distribution, Inc. - Funded Revolver [6]	6/27/2022	09/17/2026	Distributors	9.40%	3M SOFR+ 540	1,747	1,747	1,717
Blackhawk Industrial Distribution, Inc. - Unfunded Revolver [8]	6/27/2022	09/17/2026	Distributors	—	—	2,135	—	(37)

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2025
(in thousands, except share data)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [3]	Par / Shares	Cost	Fair Value [2]
BLC Holding Company, Inc.	11/20/2024	11/20/2030	Business Services	8.50%	3M SOFR+ 450	23,155	23,007	23,155
BLC Holding Company, Inc. - Unfunded Term Loan [8]	11/20/2024	11/20/2026	Business Services	—	—	10,994	—	82
BLC Holding Company, Inc. - Funded Revolver	11/20/2024	11/20/2030	Business Services	8.50%	3M SOFR+ 450	484	484	484
BLC Holding Company, Inc. - Unfunded Revolver [8]	11/20/2024	11/20/2030	Business Services	—	—	3,914	—	—
Blue Cloud Pediatric Surgery Centers LLC	8/12/2025	01/21/2031	Healthcare Providers and Services	9.48%	3M SOFR+ 525	4,988	4,938	4,938
Blue Cloud Pediatric Surgery Centers LLC - Unfunded Term Loan [8]	8/12/2025	07/30/2027	Healthcare Providers and Services	—	—	5,517	—	—
Boss Industries, LLC	12/27/2024	12/27/2030	Independent Power and Renewable Electricity Producers	9.00%	3M SOFR+ 500	17,952	17,833	17,952
Boss Industries, LLC - Unfunded Revolver [8]	12/27/2024	12/27/2030	Independent Power and Renewable Electricity Producers	—	—	2,744	—	—
Burgess Point Purchaser Corporation	8/12/2024	07/25/2029	Auto Components	9.51%	3M SOFR+ 535	18,722	17,573	16,184
By Light Professional IT Services, LLC	7/15/2025	07/15/2031	High Tech Industries	9.66%	1M SOFR+ 550	41,446	41,135	41,135
By Light Professional IT Services, LLC - Unfunded Revolver [6], [8]	7/15/2025	07/15/2031	High Tech Industries	—	—	3,671	—	(28)
Capital Construction, LLC	6/30/2025	10/22/2026	Consumer Services	10.20%	—	8,000	7,950	7,920
Capital Construction, LLC - Unfunded Term Loan [8]	6/30/2025	12/30/2025	Consumer Services	—	—	14,459	—	(36)
Carisk Buyer, Inc.	11/27/2023	12/03/2029	Healthcare Technology	9.00%	3M SOFR+ 500	11,309	11,234	11,309
Carisk Buyer, Inc. - Unfunded Term Loan [8]	11/27/2023	12/03/2029	Healthcare Technology	—	—	7,868	—	71
Carisk Buyer, Inc. - Unfunded Revolver [6], [8]	11/27/2023	12/03/2029	Healthcare Technology	—	—	1,750	—	—
Carnegie Dartlet, LLC	2/7/2024	02/07/2030	Professional Services	9.66%	3M SOFR+ 550	33,807	33,385	33,469
Carnegie Dartlet, LLC - Unfunded Term Loan [8]	2/7/2024	02/09/2026	Professional Services	—	—	12,430	—	—
Carnegie Dartlet, LLC - Unfunded Revolver [8]	2/7/2024	02/07/2030	Professional Services	—	—	5,405	—	(54)
Cartessa Aesthetics, LLC	6/1/2022	06/14/2028	Distributors	10.00%	3M SOFR+ 600	15,721	15,614	15,721
Cartessa Aesthetics, LLC - Funded Revolver [6]	6/1/2022	06/14/2028	Distributors	10.00%	3M SOFR+ 600	511	511	511
Cartessa Aesthetics, LLC - Unfunded Revolver [6], [8]	6/1/2022	06/14/2028	Distributors	—	—	927	—	—
Case Works, LLC	10/1/2024	10/01/2029	Professional Services	9.25%	3M SOFR+ 525	20,486	20,336	19,564
Case Works, LLC - Funded Revolver	10/1/2024	10/01/2029	Professional Services	9.25%	3M SOFR+ 525	3,903	3,903	3,727
Case Works, LLC - Unfunded Revolver [8]	10/1/2024	10/01/2029	Professional Services	—	—	205	—	(9)
Cf512, Inc.	8/17/2021	08/20/2026	Media	10.19%	3M SOFR+ 619	10,300	10,240	10,197
Cf512, Inc. - Funded Revolver	8/17/2021	08/20/2026	Media	10.18%	3M SOFR+ 602	86	86	85
Cf512, Inc. - Unfunded Revolver [6], [8]	8/17/2021	08/20/2026	Media	—	—	869	—	(9)
CJX Borrower, LLC	7/8/2021	07/13/2027	Media	10.08%	3M SOFR+ 576	8,201	8,135	8,201
CJX Borrower, LLC - Unfunded Term Loan [8]	7/8/2021	07/13/2027	Media	—	—	446	—	82
CJX Borrower, LLC - Funded Revolver	7/8/2021	07/13/2027	Media	10.07%	3M SOFR+ 576	593	593	593
CJX Borrower, LLC - Unfunded Revolver [8]	7/8/2021	07/13/2027	Media	—	—	642	—	—
Coolsys, Inc.	8/27/2025	08/11/2028	Commercial Services & Supplies	9.34%	3M SOFR+ 501	2,251	1,920	1,984
Commercial Fire Protection Holdings, LLC	9/23/2024	09/23/2030	Commercial Services & Supplies	8.50%	3M SOFR+ 450	38,329	38,070	38,329
Commercial Fire Protection Holdings, LLC - Unfunded Term Loan [8]	9/23/2024	09/23/2026	Commercial Services & Supplies	—	—	13,370	—	100
Commercial Fire Protection Holdings, LLC - Unfunded Revolver [8]	9/23/2024	09/23/2030	Commercial Services & Supplies	—	—	5,014	—	—
Compex Legal Services, Inc.	1/27/2020	02/07/2026	Professional Services	9.55%	3M SOFR+ 555	10,720	10,716	10,720
Compex Legal Services, Inc. - Funded Revolver	1/27/2020	02/07/2026	Professional Services	9.51%	3M SOFR+ 555	984	984	984
Compex Legal Services, Inc. - Unfunded Revolver [6], [8]	1/27/2020	02/07/2026	Professional Services	—	—	422	—	—
Confluent Health, LLC	3/25/2024	11/30/2028	Healthcare Providers and Services	8.28%	1M SOFR+ 400	11,703	11,165	11,391
Cornerstone Advisors of Arizona, LLC	5/13/2025	05/13/2032	Consulting Services	8.75%	3M SOFR+ 475	12,833	12,769	12,769
Cornerstone Advisors of Arizona, LLC - Unfunded Revolver [8]	5/13/2025	05/13/2032	Consulting Services	—	—	1,705	—	(9)
Crane 1 Services, Inc.	8/11/2021	08/16/2027	Commercial Services & Supplies	10.03%	3M SOFR+ 575	6,756	6,703	6,705
Crane 1 Services, Inc. - Unfunded Revolver [6], [8]	8/11/2021	08/16/2027	Commercial Services & Supplies	—	—	502	—	(4)
C5MI Acquisition, LLC	7/31/2024	07/31/2029	IT Services	10.00%	3M SOFR+ 600	28,710	28,357	28,710
C5MI Acquisition, LLC - Unfunded Revolver [8]	7/31/2024	07/31/2029	IT Services	—	—	9,093	—	—
DRI Holding Inc.	5/23/2024	12/21/2028	Media	9.51%	1M SOFR+ 535	13,168	12,931	12,905
DRS Holdings III, Inc.	10/29/2019	11/03/2025	Chemicals, Plastics and Rubber	9.41%	3M SOFR+ 525	6,714	6,707	6,781
DRS Holdings III, Inc. - Unfunded Revolver [6], [8]	10/29/2019	11/03/2025	Personal Products	—	—	487	—	—
Duggal Acquisition, LLC	9/30/2024	09/30/2030	Marketing Services	8.75%	3M SOFR+ 475	10,218	10,130	10,218
Duggal Acquisition, LLC - Unfunded Term Loan [8]	9/30/2024	09/30/2026	Marketing Services	—	—	4,470	—	45
Duggal Acquisition, LLC - Unfunded Revolver [8]	9/30/2024	09/30/2030	Marketing Services	—	—	5,605	—	—

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2025
(in thousands, except share data)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [3]	Par / Shares	Cost	Fair Value [2]
Dynata, LLC - First Out Term Loan	7/15/2024	07/17/2028	Business Services	9.46%	3M SOFR+ 526	2,365	2,261	2,354
Dynata, LLC - Last Out Term Loan	7/15/2024	10/16/2028	Business Services	9.96%	3M SOFR+ 576	14,672	14,131	11,946
Emergency Care Partners, LLC	10/18/2024	10/18/2027	Healthcare Providers and Services	9.00%	3M SOFR+ 500	15,484	15,412	15,484
Emergency Care Partners, LLC - Unfunded Term Loan [8]	10/18/2024	10/19/2026	Healthcare Providers and Services	—	—	4,320	—	—
Emergency Care Partners, LLC - Unfunded Revolver [8]	10/18/2024	10/18/2027	Healthcare Providers and Services	—	—	1,810	—	—
EDS Buyer, LLC	12/19/2022	01/10/2029	Electronic Equipment, Instruments, and Components	8.75%	3M SOFR+ 475	12,545	12,449	12,577
EDS Buyer, LLC. - Unfunded Revolver [6], [8]	12/19/2022	01/10/2029	Electronic Equipment, Instruments, and Components	—	—	2,298	—	6
Efficient Collaborative Retail Marketing Company, LLC	10/23/2018	09/30/2026	Media: Diversified and Production	11.01% (PIK 3.75%)	3M SOFR+ 675	8,357	8,379	6,686
ETE Intermediate II, LLC	5/24/2023	05/29/2029	Diversified Consumer Services	9.16%	3M SOFR+ 500	2,633	2,623	2,633
ETE Intermediate II, LLC - Funded Revolver	5/24/2023	05/25/2029	Diversified Consumer Services	9.17%	3M SOFR+ 500	166	166	166
ETE Intermediate II, LLC - Unfunded Revolver [8]	5/24/2023	05/25/2029	Diversified Consumer Services	—	—	2,264	—	—
Eval Home Care Solutions Intermediate, LLC	5/10/2024	05/10/2030	Healthcare, Education and Childcare	9.91%	1M SOFR+ 575	17,758	17,568	17,758
Eval Home Care Solutions Intermediate, LLC - Unfunded Revolver [8]	5/10/2024	05/10/2030	Healthcare, Education and Childcare	—	—	2,640	—	—
Exigo Intermediate II, LLC	8/27/2025	03/15/2027	Software	10.51%	1M SOFR+ 635	4,787	4,787	4,787
Exigo Intermediate II, LLC - Unfunded Revolver [8]	3/10/2022	03/15/2027	Software	—	—	689	—	—
Express Wash Acquisition Company, LLC	4/10/2025	04/10/2031	Automobiles	10.58%	3M SOFR+ 625	35,023	34,852	34,183
Express Wash Acquisition Company, LLC - Unfunded Revolver [8]	4/10/2025	04/10/2031	Automobiles	—	—	2,139	—	(51)
First Medical MSO, LLC	6/13/2025	06/13/2031	Healthcare Providers and Services	9.75%	—	7,481	7,408	7,406
First Medical MSO, LLC - Unfunded Term Loan [8]	6/13/2025	06/13/2027	Healthcare Providers and Services	—	—	5,000	—	—
First Medical MSO, LLC - Unfunded Revolver [6] [8]	6/13/2025	06/13/2031	Healthcare Providers and Services	—	—	1,000	—	(10)
Five Star Buyer, Inc.	2/21/2023	02/23/2028	Hotels, Restaurants and Leisure	11.46% (PIK 1.00%)	3M SOFR+ 715	5,214	5,155	5,110
Five Star Buyer, Inc. - Unfunded Revolver [8]	2/21/2023	02/23/2028	Hotels, Restaurants and Leisure	—	—	370	—	(7)
Gauge ETE Blocker, LLC	5/24/2023	05/21/2029	Diversified Consumer Services	12.56%	—	285	285	285
GGG Midco, LLC	9/27/2024	09/27/2030	Diversified Consumer Services	9.00%	3M SOFR+ 500	36,984	36,653	36,984
GGG Midco, LLC - Unfunded Term Loan [8]	9/27/2024	09/27/2026	Diversified Consumer Services	—	—	5,830	—	58
GGG Midco, LLC – Unfunded Revolver [8]	9/27/2024	09/27/2030	Diversified Consumer Services	—	—	1,311	—	—
Global Holdings InterCo, LLC	3/11/2021	03/16/2026	Diversified Financial Services	9.74%	1M SOFR+ 560	9,134	8,967	9,134
Graffiti Buyer, Inc.	8/9/2021	08/10/2027	Trading Companies & Distributors	9.66%	3M SOFR+ 560	5,518	5,431	5,407
Graffiti Buyer, Inc. - Unfunded Term Loan [8]	8/9/2021	08/10/2027	Trading Companies & Distributors	—	—	984	—	(12)
Graffiti Buyer, Inc. - Funded Revolver	8/9/2021	08/10/2027	Trading Companies & Distributors	9.85%	—	36	36	35
Graffiti Buyer, Inc. - Unfunded Revolver [6], [8]	8/9/2021	08/10/2027	Trading Companies & Distributors	—	—	829	—	(17)
Hancock Roofing and Construction, LLC	12/23/2020	12/31/2026	Insurance	9.90%	3M SOFR+ 560	3,916	3,891	3,877
Hancock Roofing and Construction, LLC - Funded Revolver [6]	12/23/2020	12/31/2026	Insurance	9.76%	3M SOFR+ 560	750	750	743
Halo Buyer, Inc.	2/7/2025	08/07/2029	Consumer products	10.16%	1M SOFR+ 600	10,599	10,502	10,599
Halo Buyer, Inc. - Funded Revolver	2/7/2025	08/07/2029	Consumer products	10.16%	1M SOFR+ 600	522	522	522
Halo Buyer, Inc. - Unfunded Revolver [8]	2/7/2025	08/07/2029	Consumer products	—	—	2,200	—	—
Harris & Co. LLC	8/9/2024	08/09/2030	Professional Services	9.16%	3M SOFR+ 500	80,066	79,412	79,365
Harris & Co. LLC. - Unfunded Term Loan B [8]	8/9/2024	02/09/2026	Professional Services	—	—	16,832	—	—
Harris & Co. LLC - Unfunded Term Loan C [8]	8/9/2024	08/18/2027	Professional Services	—	—	4,192	—	—
Harris & Co. LLC - Funded Revolver	8/9/2024	08/09/2030	Professional Services	9.16%	1M SOFR+ 500	1,683	1,683	1,669
Harris & Co. LLC - Unfunded Revolver [8]	8/9/2024	08/09/2030	Professional Services	—	—	7,936	—	(69)
HEC Purchaser Corp.	6/17/2024	06/17/2029	Healthcare, Education and Childcare	8.87%	3M SOFR+ 500	17,457	17,326	17,457
Help/Systems Holdings, Inc.	8/27/2025	11/30/2026	Software	8.41%	3M SOFR+ 410	1,953	1,839	1,839
Hills Distribution, Inc.	11/2/2023	11/08/2029	Distributors	10.32%	1M SOFR+ 600	18,294	18,121	18,294
Hills Distribution, Inc. - Unfunded Term Loan [8]	11/2/2023	11/07/2025	Distributors	—	—	1,514	—	15
HW Holdco, LLC	1/9/2019	05/11/2026	Media	9.90%	3M SOFR+ 590	12,283	12,265	12,283

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2025
(in thousands, except share data)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [3]	Par / Shares	Cost	Fair Value [2]
HW Holdco, LLC - Unfunded Revolver [6], [8]	1/9/2019	05/11/2026	Media	—	—	1,452	—	—
IG Investments Holdings, LLC [6]	11/23/2021	09/22/2028	Professional Services	9.31%	3M SOFR+ 500	9,557	9,477	9,509
IG Investments Holdings, LLC - Unfunded Revolver [6], [8]	11/23/2021	09/22/2028	Professional Services	—	—	722	—	(4)
Imagine Acquisitionco, Inc. - Unfunded Revolver [8]	11/4/2021	11/16/2027	Software	—	—	1,193	—	—
Impact Advisors, LLC	3/21/2025	03/19/2032	Business Services	8.50%	3M SOFR+ 450	16,517	16,436	16,517
Impact Advisors, LLC - Unfunded Term Loan [8]	3/21/2025	03/21/2027	Business Services	—	—	9,723	—	49
Impact Advisors, LLC - Unfunded Revolver [8]	3/21/2025	03/19/2032	Business Services	—	—	1,945	—	—
Infinity Home Services Holdco, Inc.	12/21/2022	12/28/2028	Commercial Services & Supplies	10.00%	3M SOFR+ 600	14,855	14,770	14,825
Infinity Home Services Holdco, Inc. (CAD)	12/21/2022	12/28/2028	Commercial Services & Supplies	10.00%	3M SOFR+ 600	CAD 1,704	1,231	1,225
Infinity Home Services Holdco, Inc. - Unfunded Term Loan [8]	12/21/2022	10/30/2026	Commercial Services & Supplies	—	—	7,069	—	—
Infinity Home Services Holdco, Inc. - Funded Revolver	12/21/2022	12/28/2028	Commercial Services & Supplies	12.25%	—	161	161	161
Infinity Home Services Holdco, Inc. - Unfunded Revolver [8]	12/21/2022	12/28/2028	Commercial Services & Supplies	—	—	1,130	—	—
Inovex Information Systems Incorporated	12/17/2024	12/17/2030	Software	9.25%	3M SOFR+ 525	7,940	7,885	7,940
Inovex Information Systems Incorporated - Unfunded Term Loan [8]	12/17/2024	12/17/2026	Software	—	—	2,800	—	—
Inovex Information Systems Incorporated - Unfunded Revolver [8]	12/17/2024	12/17/2030	Software	—	—	3,499	—	—
Infolinks Media Buyco, LLC	2/22/2024	11/02/2026	Media	9.50%	3M SOFR+ 550	10,155	10,125	10,104
Inventus Power, Inc.	6/29/2023	01/15/2026	Electronic Equipment, Instruments, and Components	11.78%	3M SOFR+ 761	4,888	4,880	4,888
Inventus Power, Inc. - Funded Revolver	6/29/2023	01/15/2026	Electronic Equipment, Instruments, and Components	11.76%	3M SOFR+ 761	403	403	403
Inventus Power, Inc. - Unfunded Revolver [8]	6/29/2023	01/15/2026	Electronic Equipment, Instruments, and Components	—	—	1,325	—	—
Keel Platform, LLC	1/26/2024	01/20/2031	Metals and Mining	8.75%	3M SOFR+ 475	14,601	14,437	14,455
Keel Platform, LLC - Unfunded Term Loan [8]	1/26/2024	01/20/2031	Metals and Mining	—	—	3,260	—	(8)
Kinetic Purchaser, LLC	11/8/2021	11/10/2027	Personal Products	10.19%	3M SOFR+ 615	17,955	17,641	15,262
Kinetic Purchaser, LLC - Funded Revolver	11/8/2021	11/10/2026	Personal Products	10.15%	3M SOFR+ 615	2,172	2,172	1,846
Kinetic Purchaser, LLC - Unfunded Revolver [6], [8]	11/8/2021	11/10/2026	Personal Products	—	—	1,262	—	(189)
Lash OpCo, LLC	8/16/2021	02/18/2027	Personal Products	12.16% (PIK 5.10%)	1M SOFR+ 785 —	16,168	16,026	15,763
Lash OpCo, LLC - Funded Revolver [6]	8/16/2021	08/16/2026	Personal Products	12.16% (PIK 5.10%)	1M SOFR+ 785	969	969	945
Lash OpCo, LLC - Unfunded Revolver [6] [8]	8/16/2021	08/16/2026	Personal Products	—		2,026	—	(51)
LAV Gear Holdings, Inc.	7/31/2025	07/31/2029	Capital Equipment	10.10% (PIK 3.44%)	—	9,581	9,592	9,930
LAV Gear Holdings, Inc. - Incremental TL	7/31/2025	07/31/2029	Capital Equipment	10.10% (PIK 3.44%)	—	1,098	1,067	1,353
LAV Gear Holdings, Inc. - Unfunded Revolver [6] [8]	7/31/2025	07/31/2029	Capital Equipment	—	—	703	—	—
Ledge Lounger, Inc.	2/7/2022	11/09/2026	Leisure Products	11.65% (PIK 1.00%)	3M SOFR+ 765	7,605	7,380	5,932
Ledge Lounger, Inc. - Funded Revolver	2/7/2022	11/09/2026	Leisure Products	11.65% (PIK 1.00%)	3M SOFR+ 765	663	663	518
Lightspeed Buyer, Inc.	1/21/2020	02/03/2027	Healthcare Technology	8.75%	3M SOFR+ 475	22,918	22,824	22,918
Lightspeed Buyer, Inc. - Unfunded Revolver [6], [8]	1/21/2020	02/03/2027	Healthcare Technology	—	—	2,499	—	—
LJ Avalon Holdings, LLC	1/18/2023	02/01/2030	Construction & Engineering	8.67%	3M SOFR+ 450	11,815	11,770	11,815
LJ Avalon Holdings, LLC - Unfunded Term Loan [8]	1/18/2023	02/08/2027	Construction & Engineering	—	—	4,873	—	24
LJ Avalon Holdings, LLC - Unfunded Revolver [6], [8]	1/18/2023	02/01/2029	Construction & Engineering	—	—	2,883	—	—
Loving Tan Intermediate II, Inc.	5/24/2023	05/31/2028	Personal Products	9.00%	3M SOFR+ 500	53,637	53,066	53,637
Loving Tan Intermediate II, Inc. - Unfunded Term Loan [8]	5/24/2023	07/12/2026	Personal Products	—	—	10,823	—	108
Loving Tan Intermediate II, Inc. - Funded Revolver	5/24/2023	05/31/2028	Personal Products	9.00%	3M SOFR+ 500	3,559	3,559	3,559
Loving Tan Intermediate II, Inc. - Unfunded Revolver [8]	5/24/2023	05/31/2028	Personal Products	—	—	1,780	—	—
Lucky Bucks, LLC - First-Out Term Loan	11/2/2023	10/02/2028	Hotels, Restaurants and Leisure	12.01%	1M SOFR+ 765	256	256	238
Lucky Bucks, LLC - Last-Out Term Loan	11/2/2023	10/02/2029	Hotels, Restaurants and Leisure	12.01%	1M SOFR+ 765	529	529	426
MAG DS Corp.	9/21/2020	04/01/2027	Aerospace and Defense	9.60%	3M SOFR+ 560	12,205	11,985	12,155
Marketplace Events Acquisition, LLC	12/19/2024	12/19/2030	Media	9.25%	3M SOFR+ 525	56,198	55,699	56,198
Marketplace Events Acquisition, LLC - Unfunded Term Loan [8]	12/19/2024	06/19/2026	Media	—	—	8,717	—	87

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2025
(in thousands, except share data)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [3]	Par / Shares	Cost	Fair Value [2]
Marketplace Events Acquisition, LLC - Funded Revolver	12/19/2024	12/19/2030	Media	9.25%	—	610	610	610
Marketplace Events Acquisition, LLC - Unfunded Revolver [8]	12/19/2024	12/19/2030	Media	—	—	5,486	—	—
MBS Holdings, Inc.	4/7/2025	04/16/2027	Internet Software and Services	9.30%	3M SOFR+ 510	5,632	5,630	5,632
MBS Holdings, Inc. - Unfunded Revolver [6], [8]	4/14/2021	04/16/2027	Internet Software and Services	—	—	1,157	—	—
MDI Buyer, Inc.	3/16/2023	07/25/2028	Commodity Chemicals	8.75%	3M SOFR+ 475	5,066	5,021	5,066
MDI Buyer, Inc. - Unfunded Term Loan [8]	3/16/2023	07/25/2028	Commodity Chemicals	—	—	4,416	—	33
MDI Buyer, Inc. - Funded Revolver	7/19/2022	07/25/2028	Commodity Chemicals	11.50%	3M SOFR+ 375	1,524	1,524	1,524
MDI Buyer, Inc. - Unfunded Revolver [6], [8]	7/19/2022	07/25/2028	Commodity Chemicals	—	—	353	—	—
Meadowlark Acquirer, LLC	12/9/2021	12/10/2027	Professional Services	9.65%	3M SOFR+ 565	4,344	4,295	4,344
Meadowlark Acquirer, LLC - Funded Revolver	12/9/2021	12/10/2027	Professional Services	9.65%	3M SOFR+ 565	339	339	339
Meadowlark Acquirer, LLC - Unfunded Revolver [8]	12/9/2021	12/10/2027	Professional Services	—	—	1,354	—	—
Medina Health, LLC	10/16/2023	10/20/2028	Healthcare Providers and Services	10.31%	3M SOFR+ 625	20,795	20,600	20,899
Medina Health, LLC - Unfunded Revolver [8]	10/16/2023	10/20/2028	Healthcare Providers and Services	—	—	5,187	—	26
Megawatt Acquisitionco, Inc.	3/1/2024	03/01/2030	Electronic Equipment, Instruments, and Components	9.50%	3M SOFR+ 550	9,850	9,545	9,377
Megawatt Acquisitionco, Inc. - Funded Revolver	3/1/2024	03/01/2030	Electronic Equipment, Instruments, and Components	9.67%	3M SOFR+ 550	406	406	387
Megawatt Acquisitionco, Inc. - Unfunded Revolver [8]	3/1/2024	03/01/2030	Electronic Equipment, Instruments, and Components	—	—	2,844	—	(137)
MOREgroup Holdings, Inc.	1/9/2024	01/16/2030	Construction & Engineering	9.31%	3M SOFR+ 525	32,013	31,653	32,013
MOREgroup Holdings, Inc. - Unfunded Term Loan [8]	1/9/2024	01/16/2026	Construction & Engineering	—	—	11,056	—	111
MOREgroup Holdings, Inc. - Unfunded Revolver [8]	1/9/2024	01/16/2030	Construction & Engineering	—	—	6,634	—	—
Municipal Emergency Services, Inc.	9/23/2021	10/01/2027	Distributors	9.15%	3M SOFR+ 515	9,998	9,959	9,998
Municipal Emergency Services, Inc. - Unfunded Term Loan [8]	9/23/2021	01/15/2026	Distributors	—	—	1,574	—	8
Municipal Emergency Services, Inc. - Unfunded Revolver [6], [8]	9/23/2021	10/01/2027	Distributors	—	—	947	—	—
NBH Group, LLC	8/29/2025	08/19/2026	Healthcare Equipment and Supplies	10.12%	1M SOFR+ 585	2,571	2,571	2,571
NBH Group, LLC - Unfunded Revolver [6], [8]	8/16/2021	08/19/2026	Healthcare Equipment and Supplies	—	—	1,677	—	—
NORA Acquisition, LLC	8/22/2023	08/31/2029	Healthcare Providers and Services	10.41%	3M SOFR+ 635	20,743	20,443	20,588
NORA Acquisition, LLC - Funded Revolver	8/22/2023	08/31/2029	Healthcare Providers and Services	10.35%	3M SOFR+ 635	2,466	2,466	2,447
NORA Acquisition, LLC - Unfunded Revolver [6], [8]	8/22/2023	08/31/2029	Healthcare Providers and Services	—	—	3,013	—	(23)
North American Rail Solutions, LLC	8/29/2025	08/29/2031	Manufacturing/Basic Industry	8.75%	3M SOFR+ 475	55,000	54,725	54,725
North American Rail Solutions, LLC - Unfunded Term Loan [8]	8/29/2025	08/29/2027	Manufacturing/Basic Industry	—	—	4,231	—	—
North American Rail Solutions, LLC - Funded Revolver	8/29/2025	08/29/2031	Manufacturing/Basic Industry	8.75%	3M SOFR+ 475	1,467	1,467	1,467
North American Rail Solutions, LLC - Unfunded Revolver [8]	8/29/2025	08/29/2031	Manufacturing/Basic Industry	—	—	4,456	—	—
Omnia Exterior Solutions, LLC	12/29/2023	12/31/2029	Diversified Consumer Services	9.25%	3M SOFR+ 525	23,484	23,315	23,014
Omnia Exterior Solutions, LLC - Unfunded Term Loan [8]	12/29/2023	09/30/2026	Diversified Consumer Services	—	—	8,705	—	(98)
Omnia Exterior Solutions, LLC - Funded Revolver	12/29/2023	12/31/2029	Diversified Consumer Services	9.25%	1M SOFR+ 525	2,520	2,520	2,470
Omnia Exterior Solutions, LLC - Unfunded Revolver [6], [8]	12/29/2023	12/31/2029	Diversified Consumer Services	—	—	1,680	—	(34)
One Stop Mailing, LLC	5/26/2021	05/07/2027	Air Freight and Logistics	10.53%	3M SOFR+ 636	12,941	12,881	12,941
ORL Acquisition, Inc. [6]	9/1/2021	09/03/2027	Consumer Finance	13.70% (PIK 7.50%)	3M SOFR+ 940	7,710	7,406	6,823
ORL Acquisition, Inc. - Unfunded Revolver [6], [8]	9/1/2021	09/03/2027	Consumer Finance	—	—	215	—	(25)
OSP Embedded Purchaser, LLC	12/11/2023	12/17/2029	Aerospace and Defense	9.77%	3M SOFR+ 575	36,810	36,445	36,294
OSP Embedded Purchaser, LLC - Unfunded Revolver [8]	12/11/2023	12/17/2029	Aerospace and Defense	—	—	2,932	—	(41)
Output Services Group, Inc. - First-out Term Loan	11/30/2023	11/30/2028	Business Services	12.71%	3M SOFR+ 843	828	828	828
Output Services Group, Inc. - Last-out Term Loan	11/30/2023	05/30/2028	Business Services	10.96%	3M SOFR+ 668	1,681	1,681	1,681
Pacific Purchaser, LLC	10/2/2023	10/02/2028	Professional Services	10.42%	3M SOFR+ 625	7,123	7,034	7,095
Pacific Purchaser, LLC - Unfunded Revolver [8]	10/2/2023	10/02/2028	Professional Services	—	—	1,799	—	(7)
PAR Excellence Holdings, Inc.	9/3/2024	09/03/2030	Healthcare Technology	9.32%	3M SOFR+ 500	27,431	27,186	26,951
PAR Excellence Holdings, Inc. - Unfunded Revolver [8]	9/3/2024	09/03/2030	Healthcare Technology	—	—	4,692	—	(82)
Paving Lessor Corp.	7/1/2025	07/01/2031	Business Services	9.25%	—	21,390	21,231	21,230
Paving Lessor Corp. - Unfunded Term Loan [8]	7/1/2025	07/01/2027	Business Services	—	—	8,632	—	—
Paving Lessor Corp. - Unfunded Revolver [8]	7/1/2025	07/01/2031	Business Services	—	—	5,755	—	(43)
Peninsula Pacific Entertainment, LLC	8/15/2025	08/22/2032	Gaming	9.02%	3M SOFR+ 475	15,002	14,852	14,965
Peninsula Pacific Entertainment, LLC - Unfunded Term Loan [8]	8/15/2025	08/25/2027	Gaming	—	—	3,516	—	9
Penta Group Holdings, Inc.	7/31/2025	07/31/2031	Professional Services	8.50%	—	15,000	14,925	14,925
Penta Group Holdings, Inc. - Unfunded Term Loan [8]	7/31/2025	07/31/2027	Professional Services	—	—	6,056	—	—
Penta Group Holdings, Inc. - Funded Revolver	7/31/2025	07/31/2031	Professional Services	8.50%	—	492	492	490

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2025
(in thousands, except share data)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [3]	Par / Shares	Cost	Fair Value [2]
Penta Group Holdings, Inc. - Unfunded Revolver [8]	7/31/2025	07/31/2031	Professional Services	—	—	1,022	—	(5)
PCS MIDCO, Inc.	3/1/2024	03/01/2030	Professional Services	9.75%	3M SOFR+ 575	11,843	11,755	11,843
PCS MIDCO, Inc. - Unfunded Term Loan [6]	3/1/2024	03/02/2026	Professional Services	—	—	2,087	—	21
PCS MIDCO, Inc. - Unfunded Revolver [8]	3/1/2024	03/01/2030	Professional Services	—	—	1,770	—	—
PL Acquisitionco, LLC [12]	11/5/2021	11/09/2027	Textiles, Apparel and Luxury Goods	4.35%	—	9,780	8,422	3,912
PL Acquisitionco, LLC - Funded Revolver [12]	11/5/2021	11/09/2027	Textiles, Apparel and Luxury Goods	4.27%	—	611	611	244
PL Acquisitionco, LLC - Unfunded Revolver [8] [12]	11/5/2021	11/09/2027	Textiles, Apparel and Luxury Goods	—	—	534	—	(321)
PlayPower, Inc.	8/28/2024	08/28/2030	Leisure Products	9.25%	1M SOFR+ 525	32,086	31,893	32,086
PlayPower, Inc. - Unfunded Revolver [8]	8/28/2024	08/28/2030	Leisure Products	—	—	3,981	—	—
Podean Buyer, LLC	8/4/2025	08/04/2031	Marketing Services	10.00%	3M SOFR+ 600	8,000	7,920	7,920
Podean Buyer, LLC - Unfunded Revolver [8]	8/4/2025	08/04/2031	Marketing Services	—	—	1,579	—	(16)
Project Granite Buyer, Inc.	12/31/2024	12/31/2030	Professional Services	9.75%	3M SOFR+ 575	11,894	11,790	12,013
Project Granite Buyer, Inc. - Unfunded Term Loan [8]	12/31/2024	12/31/2026	Professional Services	—	—	1,708	—	34
Project Granite Buyer, Inc. - Unfunded Revolver [8]	12/31/2024	12/31/2030	Professional Services	—	—	2,846	—	28
Pragmatic Institute, LLC	7/5/2022	03/28/2030	Professional Services	9.50%	—	575	575	417
Rancho Health MSO, Inc.	12/20/2024	06/20/2029	Healthcare Equipment and Supplies	9.29%	3M SOFR+ 500	9,310	9,291	9,310
Rancho Health MSO, Inc. - Unfunded Term Loan [8]	12/20/2024	06/30/2026	Healthcare Equipment and Supplies	—	—	3,034	—	28
Rancho Health MSO, Inc. - Funded Revolver [6]	12/20/2024	06/20/2029	Healthcare Equipment and Supplies	9.29%	3M SOFR+ 500	2,420	2,420	2,420
Rancho Health MSO, Inc. - Unfunded Revolver [6], [8]	12/20/2024	06/20/2029	Healthcare Equipment and Supplies	—	—	880	—	—
Recteq, LLC	1/27/2021	01/29/2026	Leisure Products	10.40%	3M SOFR+ 640	3,820	3,809	3,810
Recteq, LLC - Funded Revolver	1/27/2021	01/29/2026	Leisure Products	10.46%	3M SOFR+ 625	360	360	359
Recteq, LLC - Unfunded Revolver [6], [8]	1/27/2021	01/29/2026	Leisure Products	—	—	936	—	(2)
Rosco Parent, LLC	9/9/2025	09/12/2031	Business Services	8.81%	—	22,000	21,835	21,835
Rosco Parent, LLC - Unfunded Revolver [8]	9/9/2025	09/12/2031	Business Services	—	—	2,883	—	—
Riverpoint Medical, LLC	6/19/2019	06/21/2027	Healthcare Equipment and Supplies	8.75%	3M SOFR+ 475	9,728	9,682	9,728
Riverpoint Medical, LLC - Unfunded Revolver [6], [8]	6/19/2019	06/21/2027	Healthcare Equipment and Supplies	—	—	909	—	—
Ro Health, LLC	1/16/2025	01/17/2031	Healthcare Providers and Services	8.50%	3M SOFR+ 450	15,337	15,235	15,337
Ro Health, LLC - Funded Revolver	1/16/2025	01/17/2031	Healthcare Providers and Services	9.00%	3M SOFR+ 500	2,329	2,329	2,329
Ro Health, LLC - Unfunded Revolver [8]	1/16/2025	01/17/2031	Healthcare Providers and Services	—	—	5,435	—	—
RRA Corporate, LLC	8/15/2024	08/15/2029	Diversified Consumer Services	9.00%	3M SOFR+ 500	17,699	17,546	17,593
RRA Corporate, LLC - Unfunded Term Loan [8]	8/15/2024	08/17/2026	Diversified Consumer Services	—	—	15,312	—	61
RRA Corporate, LLC - Funded Revolver	8/15/2024	08/15/2029	Diversified Consumer Services	9.27%	3M SOFR+ 525	3,090	3,090	3,071
RRA Corporate, LLC - Unfunded Revolver [8]	8/15/2024	08/15/2029	Diversified Consumer Services	—	—	3,627	—	(22)
RTIC Subsidiary Holdings, LLC	5/3/2024	05/03/2029	Leisure Products	9.75%	3M SOFR+ 575	47,340	46,734	46,867
RTIC Subsidiary Holdings, LLC - Funded Revolver	5/3/2024	05/03/2029	Leisure Products	9.75%	3M SOFR+ 575	3,296	3,296	3,263
RTIC Subsidiary Holdings, LLC - Unfunded Revolver [8]	5/3/2024	05/03/2029	Leisure Products	—	—	6,121	—	(61)
Rural Sourcing Holdings, Inc.	6/8/2023	06/15/2029	Professional Services	9.75%	3M SOFR+ 575	2,201	2,161	1,981
Rural Sourcing Holdings, Inc. - Funded Revolver	6/8/2023	06/15/2029	Professional Services	9.75%	3M SOFR+ 575	487	487	438
Rural Sourcing Holdings, Inc. - Unfunded Revolver [6], [8]	6/8/2023	06/15/2029	Professional Services	—	—	373	—	(37)
Sabel Systems Technology Solutions, LLC	10/31/2024	10/31/2030	Government Services	9.77%	3M SOFR+ 575	26,649	26,417	26,649
Sabel Systems Technology Solutions, LLC - Funded Revolver	10/31/2024	10/31/2030	Government Services	12.75%	3M SOFR+ 525	182	182	182
Sabel Systems Technology Solutions, LLC - Unfunded Revolver [8]	10/31/2024	10/31/2030	Government Services	—	—	3,452	—	—
Safe Haven Defense US, LLC	5/23/2024	05/23/2029	Building Products	9.50%	3M SOFR+ 525	19,845	19,681	19,746
Safe Haven Defense US, LLC - Unfunded Revolver [8]	5/23/2024	05/23/2029	Building Products	—	—	2,920	—	(15)
Sales Benchmark Index, LLC	12/23/2019	07/07/2026	Professional Services	10.20%	3M SOFR+ 600	2,504	2,501	2,504
Sales Benchmark Index, LLC - Funded Revolver	12/23/2019	07/07/2026	Professional Services	9.20%	3M SOFR+ 520	431	431	431
Sales Benchmark Index, LLC - Unfunded Revolver [6], [8]	12/23/2019	07/07/2026	Professional Services	—	—	646	—	—
Sath Industries, LLC	12/17/2024	12/17/2029	Event Services	9.54%	3M SOFR+ 550	11,295	11,198	11,295
Sath Industries, LLC - Unfunded Revolver [8]	12/17/2024	12/17/2029	Event Services	—	—	2,466	—	—
Schlesinger Global, Inc.	10/24/2019	10/24/2025	Professional Services	12.76% (PIK 5.85%)	3M SOFR+ 860	8,169	8,169	7,761
Schlesinger Global, Inc. - Funded Revolver	10/24/2019	10/24/2025	Professional Services	12.76%	3M SOFR+ 860	1,674	1,674	1,591

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2025
(in thousands, except share data)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [3]	Par / Shares	Cost	Fair Value [2]
Schlesinger Global, Inc. - Unfunded Revolver [6], [8]	10/24/2019	10/24/2025	Professional Services	(PIK 5.85%) —	—	401	—	(20)
Seacoast Service Partners NA, LLC	12/20/2024	12/20/2029	Diversified Consumer Services	9.01%	3M SOFR+ 500	10,596	10,515	10,162
Seacoast Service Partners NA, LLC - Unfunded Term Loan [8]	12/20/2024	12/21/2026	Diversified Consumer Services	—	—	5,653	—	(182)
Seacoast Service Partners NA, LLC - Funded Revolver	12/20/2024	12/20/2029	Diversified Consumer Services	9.00%	3M SOFR+ 500	892	892	855
Seacoast Service Partners NA, LLC - Unfunded Revolver [8]	12/20/2024	12/20/2029	Diversified Consumer Services	—	—	1,231	—	(50)
Seaway Buyer, LLC	7/25/2024	06/13/2029	Chemicals, Plastics and Rubber	10.17%	3M SOFR+ 615	1,882	1,864	1,755
Sigma Defense Systems, LLC	11/30/2021	12/20/2027	IT Services	10.15%	3M SOFR+ 615	26,344	26,096	26,344
Sigma Defense Systems, LLC - Funded Revolver	11/30/2021	12/20/2027	IT Services	10.90%	3M SOFR+ 690	764	764	764
Sigma Defense Systems, LLC - Unfunded Revolver [6], [8]	11/30/2021	12/20/2027	IT Services	—	—	2,548	—	—
Smartronix, LLC	2/6/2025	02/06/2032	Aerospace and Defense	8.66%	1M SOFR+ 450	5,970	5,914	5,992
Smile Brands, Inc.	10/4/2018	10/12/2027	Healthcare and Pharmaceuticals	10.43% (PIK 1.50%)	1M SOFR+ 610	4,609	4,323	3,978
Smile Brands, Inc. - Funded Revolver	10/4/2018	10/12/2027	Healthcare and Pharmaceuticals	10.43%	1M SOFR+ 610	1,047	1,047	903
Smile Brands, Inc. - Unfunded Revolver [6], [8]	10/4/2018	10/12/2027	Healthcare and Pharmaceuticals	—	—	531	—	(73)
Smile Brands, Inc. - Unfunded Revolver - LC [6] [8]	10/4/2018	10/12/2027	Healthcare and Pharmaceuticals	—	—	100	—	(14)
Spendmend Holdings, LLC	3/1/2022	03/01/2028	Healthcare Technology	9.15%	3M SOFR+ 515	2,949	2,929	2,949
Spendmend Holdings, LLC - Unfunded Term Loan [8]	3/1/2022	11/25/2026	Healthcare Technology	—	—	2,922	—	15
Spendmend Holdings, LLC - Funded Revolver	3/1/2022	03/01/2028	Healthcare Technology	9.15%	3M SOFR+ 515	149	149	149
Spendmend Holdings, LLC - Unfunded Revolver [8]	3/1/2022	03/01/2028	Healthcare Technology	—	—	743	—	—
STG Distribution, LLC - First Out New Money Term Loans	8/27/2025	10/03/2029	Air Freight and Logistics	12.57%	1M SOFR+ 835	784	700	698
STG Distribution, LLC - Second Out Term Loans [12]	8/27/2025	10/03/2029	Air Freight and Logistics	5.32%		1,814	541	145
SV-Aero Holdings, LLC	10/31/2024	11/01/2030	Aerospace and Defense	9.00%	3M SOFR+ 500	15,275	15,211	15,275
SV-Aero Holdings, LLC - Unfunded Term Loan [8]	10/31/2024	11/02/2026	Aerospace and Defense	—	—	7,259	—	36
Symplr Software, Inc.	8/27/2025	12/20/2027	Software	8.91%	3M SOFR+ 460	680	622	610
Systems Planning And Analysis, Inc.	10/12/2021	08/16/2027	Aerospace and Defense	8.75%	3M SOFR+ 475	46,315	46,011	45,944
Systems Planning And Analysis, Inc. - Funded Revolver	10/12/2021	08/16/2027	Aerospace and Defense	8.90%	3M SOFR+ 475	774	774	768
Systems Planning And Analysis, Inc. - Unfunded Term Loan [8]	10/12/2021	06/12/2027	Aerospace and Defense	—	—	2,131	—	(6)
Systems Planning And Analysis, Inc. - Unfunded Revolver [8]	10/12/2021	08/16/2027	Aerospace and Defense	—	—	7,590	—	(61)
TCG 3.0 Jogger Acquisitionco, Inc.	1/23/2024	01/23/2029	Media	10.52%	3M SOFR+ 650	9,345	9,259	9,298
TCG 3.0 Jogger Acquisitionco, Inc. - Funded Revolver	1/23/2024	01/23/2029	Media	12.75%	3M SOFR+ 550	437	437	435
TCG 3.0 Jogger Acquisitionco, Inc. - Unfunded Revolver [8]	1/23/2024	01/23/2029	Media	—	—	1,990	—	(10)
Team Services Group, LLC	2/23/2024	12/20/2027	Healthcare Providers and Services	9.56%	3M SOFR+ 525	15,753	15,590	15,687
The Bluebird Group, LLC	7/22/2021	07/28/2026	Professional Services	9.90%	3M SOFR+ 590	13,608	13,569	13,608
The Bluebird Group, LLC - Unfunded Revolver [6], [8]	7/22/2021	07/28/2026	Professional Services	—	—	862	—	—
The Vertex Companies, LLC [6]	8/25/2021	08/31/2028	Construction & Engineering	9.01%	1M SOFR+ 495	22,561	22,428	22,448
The Vertex Companies, LLC - Funded Revolver	8/25/2021	08/31/2028	Construction & Engineering	8.99%	1M SOFR+ 495	2,007	2,007	1,996
The Vertex Companies, LLC - Unfunded Revolver [6], [8]	8/25/2021	08/31/2028	Construction & Engineering	—	—	3,466	—	(17)
TMII Enterprises, LLC	12/19/2022	12/22/2028	Commercial Services & Supplies	8.66%	3M SOFR+ 450	3,543	3,527	3,543
TMII Enterprises, LLC - Unfunded Revolver [6], [8]	12/19/2022	12/22/2028	Commercial Services & Supplies	—	—	748	—	—
TPC US Parent, LLC	11/15/2019	11/24/2025	Food Products	10.19%	3M SOFR+ 590	12,259	12,251	12,161
TransGo, LLC	12/29/2023	12/29/2028	Auto Components	9.91%	3M SOFR+ 575	10,904	10,785	10,985
TransGo, LLC - Unfunded Revolver [6], [8]	12/29/2023	12/29/2028	Auto Components	—	—	4,440	—	33
Tyto Athene, LLC	3/26/2021	04/03/2028	IT Services	9.19%	3M SOFR+ 490	16,500	16,304	16,088
US Fertility Enterprises, LLC	10/7/2024	10/11/2031	Healthcare Providers and Services	8.80%	1M SOFR+ 450	2,039	2,040	2,039
Urology Management Holdings, Inc.	9/3/2024	06/15/2027	Healthcare Providers and Services	9.66%	1M SOFR+ 550	5,550	5,530	5,550
Urology Management Holdings, Inc. - Unfunded Term Loan [8]	9/3/2024	09/03/2026	Healthcare Providers and Services	—	—	2,400	—	12
Walker Edison Furniture Company, LLC - New Money DIP	3/1/2023	03/01/2029	Wholesale	10.00%	—	223	223	228
Walker Edison Furniture Company, LLC - Unfunded Term Loan [8]	3/1/2023	03/01/2029	Wholesale	—	—	590	—	21
Watchtower Buyer, LLC	11/29/2023	12/03/2029	Electronic Equipment, Instruments, and Components	10.00%	3M SOFR+ 600	12,772	12,643	12,644
Watchtower Buyer, LLC - Unfunded Revolver [8]	11/29/2023	12/03/2029	Electronic Equipment, Instruments, and Components	—	—	6,300	—	(63)

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2025
(in thousands, except share data)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [3]	Par / Shares	Cost	Fair Value [2]
Wash & Wax Systems, LLC	4/30/2025	04/30/2028	Consumer Services	9.81%	3M SOFR+ 550	6,446	6,559	6,568
Wash & Wax Systems, LLC - Funded Revolver	4/30/2025	04/30/2028	Consumer Services	9.81%	3M SOFR+ 550	17	17	17
Wash & Wax Systems, LLC - Unfunded Revolver [6] [8]	4/30/2025	04/30/2028	Consumer Services	—		830	—	—
Total First Lien Secured Debt							$ 2,289,071	$ 2,275,982
Second Lien Secured Debt - 0.1% of Net Assets								
Team Services Group, LLC - 2nd Lien	2/23/2024	12/18/2028	Healthcare Providers and Services	13.57%	3M SOFR+ 926	1,000	$ 995	$ 995
Total Second Lien Secured Debt							$ 995	$ 995
Subordinate Debt - 1.7% of Net Assets								
Beacon Behavioral Holdings, LLC	6/21/2024	06/21/2030	Healthcare Providers and Services	15.00%	—	5,229	5,176	5,229
Integrative Nutrition, LLC - Promissory Note #1	4/17/2025	04/15/2030	Consumer Services	—	—	2,623	2,276	2,243
Integrative Nutrition, LLC - Promissory Note #2	4/17/2025	04/15/2033	Consumer Services	—	—	5,975	2,763	2,763
ORL Holdco, Inc. - Convertible Notes	8/2/2024	03/08/2028	Consumer Finance	18.00%	—	13	13	—
ORL Holdco, Inc. - Unfunded Convertible Notes [8]	8/2/2024	03/08/2028	Consumer Finance	—	—	13	—	(13)
OSP Embedded Purchaser, LP - Convertible Note	11/6/2024	05/08/2030	Aerospace and Defense	12.00%	—	47	471	547
Schlesinger Global, LLC - Promissory Note	2/21/2024	01/08/2026	Professional Services	12.76%	3M SOFR+ 860	66	66	136
StoicLane, Inc. - Convertible Notes	8/15/2024	08/16/2027	Healthcare Technology	12.00%	—	2,288	2,288	2,632
StoicLane, Inc. - Unfunded Convertible Notes [8]	8/15/2024	08/16/2027	Healthcare Technology	—	—	763	—	115
Wash & Wax Systems, LLC - Subordinate Debt	4/30/2025	07/30/2028	Consumer Services	12.00%	—	4,334	4,334	4,334
Total Subordinate Debt							$ 17,387	$ 17,986
Preferred Equity - 1.9% of Net Assets [5]								
Accounting Platform Holdings, Inc. - Preferred Equity - Series A	8/9/2024		Professional Services	—	—	1,075,900	1,076	1,076
Ad.Net Holdings, Inc. - Preferred Equity	5/4/2021		Media	—	—	6,720	672	602
AFC Acquisitions, Inc. Preferred Equity - Series F-2 [7]	12/7/2023		Distributors	—	—	825	1,262	1,380
AFC Acquisitions, Inc. Preferred Equity - Series G-2 [7]	12/7/2023		Distributors	—	—	18	31	33
AFC Acquisitions, Inc. Preferred Equity - Series H-2 [7]	12/7/2023		Distributors	—	—	10	20	21
AFC Acquisitions, Inc. Preferred Equity - Series I-2 [7]	12/7/2023		Distributors	—	—	9	19	19
AFC Acquisitions, Inc. Preferred Equity - Series J-2 [7]	12/7/2023		Distributors	—	—	17	34	33
Anteriad Holdings, LP (f/k/a MeritDirect Holdings, LP) - Preferred Equity [6], [7]	5/21/2019		Media	—	—	2,018	2,018	1,990
BioDerm Holdings, LP - Preferred Equity	1/30/2023		Healthcare Equipment and Supplies	—	—	1,313	1,313	1,308
Cartessa Aesthetics, LLC - Preferred Equity [7]	6/1/2022		Distributors	—	—	1,437,500	1,438	3,263
Connatix Parent, LLC	7/8/2021		Media	—	—	5,311	5	5
Consello Pacific Aggregator, LLC - Preferred Equity [7]	10/2/2023		Professional Services	—	—	1,025,476	973	790
C5MI Holdco, LLC - Preferred Equity [7]	7/31/2024		IT Services	—	—	228,900	223	238
EvAL Home Health Solutions, LLC [7]	5/10/2024		Healthcare, Education and Childcare	—	—	876,386	1,455	1,315
Five Star Parent Holdings, LLC - Preferred (Class P)	2/21/2023		Hotels, Restaurants and Leisure	—	—	384	38	164
Gauge Schlesinger Coinvest, LLC - Preferred Equity	4/22/2020		Professional Services	—	—	64	64	—
Hancock Claims Consultants Investors, LLC - Preferred Equity [7]	12/23/2020		Insurance	—	—	116,588	76	134
HPA SPQ Aggregator, LP - Preferred Equity	6/8/2023		Professional Services	—	—	52,353	52	52
Imagine Topco. LP - Preferred Equity	11/4/2021		Software	8.00%	—	1,236,027	1,236	1,689
Magnolia Topco, LP - Preferred Equity - Class A [7]	7/25/2023		Automobiles	—	—	47	47	43
Magnolia Topco, LP - Preferred Equity - Class A-1 [7]	7/25/2023		Automobiles	—	—	16	16	32
Magnolia Topco, LP - Preferred Equity - Class B [7]	7/25/2023		Automobiles	—	—	31	20	—
Megawatt Acquisition Partners, LLC - Preferred Equity - Class A	6/28/2024		Electronic Equipment, Instruments, and Components	—	—	9,360	936	731
NXOF Holdings, Inc. - Preferred Equity	9/25/2018		IT Services	—	—	1,935	1,935	2,021
ORL Holdco, Inc. - Preferred Equity	9/1/2021		Consumer Finance	—	—	1,327	133	1
Pink Lily Holdco, LLC - Preferred Equity - Class A-1 [7]	11/5/2021		Textiles, Apparel and Luxury Goods	—	—	122	122	—
RTIC Parent Holdings, LLC - Preferred Equity - Class A [7]	5/3/2024		Leisure Products	—	—	9	9	—
RTIC Parent Holdings, LLC - Preferred Equity - Class C [7]	5/3/2024		Leisure Products	—	—	18,450	1,215	2,246
RTIC Parent Holdings, LLC - Preferred Equity - Class D [7]	5/3/2024		Leisure Products	—	—	19,584	196	264
SP L2 Holdings, LLC - Preferred Equity	11/4/2021		Leisure Products	—	—	135,240	33	—
SP L2 Holdings, LLC - Unfunded Preferred Equity [8]	11/4/2021		Leisure Products	—	—	77,280	—	(19)
TPC Holding Company, LP - Preferred Equity	12/4/2019		Food Products	—	—	409	409	441
TWD Parent Holdings, LLC - Preferred Equity	8/25/2021		Construction & Engineering	—	—	41	39	58
UniTek Global Services, Inc. - Super Senior Preferred Equity	1/13/2015		Telecommunications	20.00%	—	320,711	322	722
UniTek Global Services, Inc. - Senior Preferred Equity	1/13/2015		Telecommunications	19.00%	—	448,851	449	—
UniTek Global Services, Inc. - Preferred Equity	1/13/2015		Telecommunications	13.50%	—	1,047,317	670	—
Total Preferred Equity							$ 18,556	$ 20,652
Common Equity/Warrants - 16.4% of Net Assets [5]								
A1 Garage Equity, LLC - Common Equity [7]	12/19/2022		Commercial Services & Supplies	—	—	647,943	648	1,150
48Forty Intermediate Holdings, Inc. - Common Equity	8/27/2025		Business Services	—	—	529	—	—
ACP Big Top Holdings, LP - Common Equity	2/29/2024		Construction & Engineering	—	—	3,000,500	2,883	4,398
Ad.Net Holdings, Inc. - Common Equity	5/4/2021		Media	—	—	7,467	75	—
Aechelon InvestCo, LP	8/16/2024		Aerospace and Defense	—	—	29,917	2,992	11,379
Aechelon InvestCo, LP - Unfunded Common Equity [8]	8/16/2024		Aerospace and Defense	—	—	33,433	—	—
Aftermarket Drivetrain Products Holdings, LLC - Common Equity	12/29/2023		Auto Components	—	—	2,632	2,632	4,899
AG Investco - Common Equity [6], [7]	11/5/2018		Software	—	—	8,052	805	75
AG Investco - Unfunded Common Equity [7], [8]	11/5/2018		Software	—	—	1,948	—	(177)
Altamira Parent Holdings, LLC - Common Equity	7/23/2019		IT Services	—	—	1,437,500	1,438	1,335
Anteriad Holdings, LP (f/k/a MeritDirect Holdings, LP) - Common Equity [7]	5/21/2019		Media	—	—	2,018	—	—
Athletico Holdings, LLC - Common Equity [7]	2/4/2022		Healthcare Providers and Services	—	—	4,678	5,000	3,449

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2025
(in thousands, except share data)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [4]	Par / Shares	Cost	Fair Value [2]
Aphix Topco, Inc. - Common Equity	7/17/2025		Business Services	—	—	819,190	819	868
APT Holdings, LLC - Common Equity [7]	9/29/2025		Healthcare Providers and Services	—	—	855,110	1,152	1,152
Azureon Holdings, LLC [7]	6/26/2024		Diversified Consumer Services	—	—	1,130,707	1,131	961
BioDerm Holdings, LP - Common Equity	1/30/2023		Healthcare Equipment and Supplies	—	—	1,313	—	—
Burgess Point Holdings, LP - Common Equity	7/21/2022		Auto Components	—	—	112	114	121
By Light Investco LP - Common Equity [7]	5/15/2017		High Tech Industries	—	—	22,789	—	15,662
Carisk Parent, LP - Common Equity	11/27/2023		Healthcare Technology	—	—	239,680	240	276
Carnegie HoldCo, LLC [7]	2/7/2024		Professional Services	—	—	2,719,600	2,599	2,040
Connatix Parent, LLC - Common Equity	7/8/2021		Media	—	—	182,141	421	210
Crane 1 Acquisition Parent Holdings, LP - Common Equity	8/11/2021		Commercial Services & Supplies	—	—	130	120	254
C5MI Holdco, LLC - Common Equity [7]	7/31/2024		IT Services	—	—	1,659,050	1,659	1,526
Delta InvestCo, LP - Common Equity [7]	12/16/2020		IT Services	—	—	804,615	763	1,557
Delta InvestCo, LP - Unfunded Common Equity [7], [8]	12/16/2020		IT Services	—	—	200,255	—	—
Duggal Equity, LP - Common Equity	9/30/2024		Marketing Services	—	—	686	686	629
EDS Topco, LP - Common Equity	12/19/2022		Electronic Equipment, Instruments, and Components	—	—	1,125,000	1,125	2,322
Events TopCo, LP - Common Equity	12/17/2024		Event Services	—	—	1,016,800	1,017	1,297
Exigo, LLC - Common Equity	3/10/2022		Software	—	—	541,667	542	575
FedHC InvestCo, LP - Common Equity [7]	8/26/2021		Aerospace and Defense	—	—	22,671	810	3,006
FedHC InvestCo, LP - Unfunded Common Equity [7], [8]	8/26/2021		Aerospace and Defense	—	—	3,721	—	—
First Medical Holdings, LLC - Common Equity	6/13/2025		Healthcare Providers and Services	—	—	75,000	750	773
Five Star Parent Holdings, LLC - Common Equity	2/21/2023		Hotels, Restaurants and Leisure	—	—	655,714	656	—
Gauge ETE Blocker, LLC - Common Equity	5/24/2023		Diversified Consumer Services	—	—	374,444	374	288
Gauge Lash Coinvest, LLC - Common Equity	12/4/2019		Personal Products	—	—	2,057,387	1,588	4,059
Gauge Loving Tan, LP - Common Equity	5/25/2023		Personal Products	—	—	2,914,701	2,915	3,755
Gauge Schlesinger Coinvest, LLC - Common Equity	4/22/2020		Professional Services	—	—	465	476	3
GCP Boss Holdco, LLC	12/27/2024		Independent Power and Renewable Electricity Producers	—	—	2,194,800	2,195	3,182
GCOM InvestCo, LP - Common Equity	6/22/2021		IT Services	—	—	19,184	3,342	5,115
GGG Topco, LLC [7]	9/27/2024		Diversified Consumer Services	—	—	2,759,800	2,760	3,586
GMP Hills, LP - Common Equity	11/2/2023		Distributors	—	—	4,430,843	4,431	5,494
Hancock Claims Consultants Investors, LLC - Common Equity [7]	12/23/2020		Insurance	—	—	450,000	448	194
HPA SPQ Aggregator, LP - Common Equity	6/8/2023		Professional Services	—	—	750,399	750	46
HV Watterson Holdings, LLC - Common Equity	6/13/2022		Professional Services	—	—	100,000	100	—
Icon Partners V C, LP - Common Equity	12/20/2021		Internet Software and Services	—	—	2,002,138	2,002	1,973
Icon Partners V C, LP - Unfunded Common Equity [8]	12/20/2021		Internet Software and Services	—	—	497,862	—	(7)
Imagine Topco. LP - Common Equity	11/4/2021		Software	—	—	1,236,027	—	114
IHS Parent Holdings, LP - Common Equity	12/21/2022		Commercial Services & Supplies	—	—	1,218,045	1,218	1,717
Ironclad Holdco, LLC - Common Equity	12/23/2020		Commercial Services & Supplies	—	—	6,355	668	1,450
ITC Infusion Co-invest, LP - Common Equity [7]	2/16/2022		Healthcare Equipment and Supplies	—	—	116,032	1,195	3,156
Kinetic Purchaser, LLC - Common Equity - Class A	11/8/2021		Personal Products	—	—	1,734,775	1,735	15
Kinetic Purchaser, LLC - Common Equity - Class AA	11/8/2021		Personal Products	—	—	153,339	179	359
KL Stockton Co-Invest, LP - Common Equity [5]	7/16/2021		Energy Equipment and Services	—	—	382,353	385	638
Lightspeed Investment Holdco, LLC - Common Equity [6]	1/21/2020		Healthcare Technology	—	—	585,587	586	2,129
LJ Avalon, LP - Common Equity	1/18/2023		Construction & Engineering	—	—	1,638,043	1,638	2,621
Lucky Bucks Holdco, LLC - Common Equity	10/2/2023		Hotels, Restaurants and Leisure	—	—	73,870	2,062	392
Marketplace Events Acquisition, LLC - Common Equity	12/19/2024		Media: Diversified and Production	—	—	40,990	4,099	4,848
Magnolia Topco, LP - Common Equity - Class A [7]	7/25/2023		Automobiles	—	—	46,974	—	—
Magnolia Topco, LP - Common Equity - Class B [7]	7/25/2023		Automobiles	—	—	30,926	—	—
MDI Aggregator, LP - Common Equity	7/19/2022		Commodity Chemicals	—	—	11,078	1,122	1,054
Meadowlark Title, LLC - Common Equity [7]	12/9/2021		Professional Services	—	—	819,231	806	385
Megawatt Acquisition Partners, LLC - Common Equity - Class A	6/28/2024		Electronic Equipment, Instruments, and Components	—	—	1,040	104	—
Municipal Emergency Services, Inc. - Common Equity	9/28/2021		Distributors	—	—	1,973,370	2,005	4,105
NEPRT Parent Holdings, LLC - Common Equity [7]	1/27/2021		Leisure Products	—	—	1,494	1,438	236
New Insight Holdings, Inc. [6]	7/15/2024		Business Services	—	—	203,819	3,565	3,055
New Medina Health, LLC - Common Equity [7]	10/16/2023		Healthcare Providers and Services	—	—	2,672,646	2,673	4,161
NFS - CFP Holdings LLC - Common Equity	9/13/2024		Commercial Services & Supplies	—	—	1,337,017	1,337	1,622
NORA Parent Holdings, LLC - Common Equity [7]	8/22/2023		Healthcare Providers and Services	—	—	2,544	2,525	1,238
North Haven Saints Equity Holdings, LP - Common Equity [7]	2/25/2022		Healthcare Technology	—	—	223,602	224	226
NXOF Holdings, Inc. - Common Equity	9/25/2018		IT Services	—	—	37,561	496	—
OceanSound Discovery Equity, LP - Common Equity [7]	3/28/2024		Aerospace and Defense	—	—	211,940	2,119	2,643
OES Co-Invest, LP - Common Equity - Class A	5/31/2024		Diversified Consumer Services	—	—	1,560	1,580	1,326
OHCP V BC COI, LP - Common Equity	12/13/2021		Distributors	—	—	1,166,407	1,166	642
OHCP V BC COI, LP - Unfunded Common Equity [8]	12/13/2021		Distributors	—	—	83,593	—	(38)
ORL Holdco, Inc. - Common Equity	9/1/2021		Consumer Finance	—	—	1,474	15	—
OSP Embedded Aggregator, LP - Common Equity	12/11/2023		Aerospace and Defense	—	—	1,728	1,728	2,007
Output Services Group, Inc. - Common Equity [6]	11/30/2023		Business Services	—	—	127,369	1,155	1,046
OSP PAR Aggregator, LP - Common Equity	9/3/2024		Healthcare Technology	—	—	3,160	3,171	3,037
Paving Parent, LLC - Common Equity	7/1/2025		Business Services	—	—	3,057	3,057	2,863
Penta Group Holdings, Inc. - Common Equity	7/31/2025		Professional Services	—	—	1,901,412	1,901	1,901
PCS Parent, LP	3/1/2024		Professional Services	—	—	423,247	423	423

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2025
(in thousands, except share data)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par / Shares	Cost	Fair Value [2]
Pink Lily Holdco, LLC - Common Equity [7]	11/5/2021		Textiles, Apparel and Luxury Goods	—	—	1,735	1,735	—
Podean Intermediate II, LLC - Common Equity	8/4/2025		Marketing Services	—	—	570	570	570
Pragmatic Holdco, Inc. - Common Equity	3/28/2025		Professional Services	—	—	18	—	—
Project Granite Holdings, LLC	12/31/2024		Professional Services	—	—	1,139	1,139	1,191
Quad (U.S.) Co-Invest, LP - Common Equity	10/3/2022		Professional Services	—	—	235,194	235	364
QuantiTech InvestCo, LP - Common Equity [7]	5/1/2020		Aerospace and Defense	—	—	700	—	96
QuantiTech InvestCo, LP - Unfunded Common Equity [7] [8]	5/1/2020		Aerospace and Defense	—	—	955	—	—
QuantiTech InvestCo II, LP - Common Equity [7]	5/1/2020		Aerospace and Defense	—	—	40	12	7
RFMG Parent, LP - Common Equity	12/16/2020		Healthcare Equipment and Supplies	—	—	1,050,000	1,050	1,292
Ro Health Holdings, Inc. - Common Equity	1/16/2025		Healthcare Providers and Services	—	—	536,400	536	807
Rosco Topco, LLC - Common Equity	9/9/2025		Business Services	—	—	1,517,241	1,517	1,517
Safe Haven Defense Holdco, LLC - Common Equity [7]	5/23/2024		Building Products	—	—	641	641	233
SBI Holdings Investments, LLC - Common Equity	12/23/2019		Professional Services	—	—	64,634	646	724
Sabel InvestCo, LP. - Common Equity [7]	10/31/2024		Government Services	—	—	89,712	2,271	3,007
Sabel InvestCo, LP. - Unfunded Common Equity [7], [8]	10/31/2024		Government Services	—	—	131,286	—	—
Seaway Topco, LP - Common Equity	6/8/2022		Chemicals, Plastics and Rubber	—	—	296	296	66
Seacoast Service Partners, LLC - Common Equity	12/20/2024		Diversified Consumer Services	—	—	429	549	413
SP L2 Holdings, LLC - Common Equity	11/4/2021		Leisure Products	—	—	360,103	360	—
SSC Dominion Holdings, LLC - Common Equity - Class B (US Dominion, Inc.) [6]	7/11/2018		Capital Equipment	—	—	12	12	1,159
StellPen Holdings, LLC (CF512, Inc.) - Common Equity	8/17/2021		Media	—	—	161,538	162	120
SV-Aero Holdings, LLC - Common Equity [7]	12/6/2023		Aerospace and Defense	—	—	61	513	1,504
TAC Lifeport Holdings, LLC - Common Equity [7]	2/24/2021		Aerospace and Defense	—	—	533,833	502	1,260
TCG 3.0 Jogger Co-Invest, LP - Common Equity	1/22/2024		Media	—	—	9,108	1,760	1,182
Tower Arch Infolinks Media, LP - Common Equity [7]	10/27/2021		Media	—	—	223,849	103	263
Tower Arch Infolinks Media, LP - Unfunded Common Equity [7] [8]	10/27/2021		Media	—	—	141,758	—	—
TPC Holding Company, LP - Common Equity	12/4/2019		Food Products	—	—	21,527	22	—
TWD Parent Holdings, LLC - Common Equity	8/25/2021		Construction & Engineering	—	—	824	4	21
Tinicum Space Coast Co-Invest, LLC [7]	10/29/2024		Aerospace and Defense	—	—	466	4,702	5,196
UniTek Global Services, Inc. - Common Equity	1/13/2015		Telecommunications	—	—	213,739	—	—
UniVista Insurance - Common Equity [7]	6/14/2021		Insurance	—	—	400	—	113
Urology Partners Co., LP - Common Equity	1/20/2023		Healthcare Providers and Services	—	—	694,444	694	2,910
Wash & Wax Group, LP - Common Equity [7]	4/30/2025		Consumer Services	—	—	2,747	4,941	5,062
Watchtower Holdings, LLC - Common Equity [7]	11/29/2023		Electronic Equipment, Instruments, and Components	—	—	12,419	1,242	1,107
WCP Ivyrehab Coinvestment, LP - Common Equity - Incremental [7]	6/27/2022		Healthcare Providers and Services	—	—	208	208	268
WCP Ivyrehab Coinvestment, LP - Common Equity [7]	6/27/2022		Healthcare Providers and Services	—	—	3,754	3,853	4,841
WCP Ivyrehab Coinvestment, LP - Unfunded Common Equity [7] [8]	6/27/2022		Healthcare Providers and Services	—	—	246	—	—
White Tiger Newco, LLC - Common Equity [6]	7/31/2025		Capital Equipment	—	—	38,019	2,901	2,663
Unitek Global Services, Inc. - Warrants	1/13/2015		Telecommunications	—	—	23,889	—	—
Kentucky Racing Holdco, LLC - Warrants [7]	4/16/2019		Hotels, Restaurants and Leisure	—	—	87,345	—	993
Total Common Equity/Warrants							$ 132,009	$ 175,745
Total Investments in Non-Controlled, Non-Affiliated Portfolio Companies							$ 2,458,018	$ 2,491,360
Investments in Controlled, Affiliated Portfolio Companies - 26.2% of Net Assets [3], [4]								
First Lien Secured Debt - 22.1% of Net Assets								
PennantPark Senior Secured Loan Fund I, LLC [6], [9]	8/10/2020	05/07/2029	Financial Services	12.29%	3M SOFR+ 800	237,650	237,650	237,650
Total First Lien Secured Debt							$ 237,650	$ 237,650
Equity Interests - 4.1% of Net Assets								
PennantPark Senior Secured Loan Fund I LLC - Common Equity [6], [9]	6/16/2017		Financial Services	—	—	123,725	123,725	44,318
Total Equity Interests							$ 123,725	$ 44,318
Total Investments in Controlled, Affiliated Portfolio Companies							361,375	281,968
Total Investments - 258.1% of Net Assets [11], [13]							$ 2,819,393	$ 2,773,328
Cash and Cash Equivalents - 11.4% of Net Assets								
BlackRock Federal FD Institutional 81 (Money Market Fund)				4.11%			13,478	13,478
Blackrock Liq Fedfund Gov CL Inst (Money Market Fund)				4.02%			4,907	4,907
JPMorgan US Dollar Liquidity Inst (Money Market Fund)				4.10%			5,651	5,651
JPMorgan U.S. Government (Money Market Fund)				4.02%			6,132	6,132
Goldman Sachs Financial Square Government Fund (Money Market Fund)				4.18%			10,561	10,561
Non-Money Market Cash							81,955	81,959
Total Cash and Cash Equivalents							$ 122,684	$ 122,688
Total Investments and Cash Equivalents - 269.5% of Net Assets							$ 2,942,077	$ 2,896,016
Liabilities in Excess of Other Assets - (169.5)% of Net Assets								(1,821,500)
Net Assets - 100%								$ 1,074,516

(1)Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable Secured Overnight Financing Rate, or "SOFR", or Prime rate, or "P, or Sterling Overnight Index Average, or "SONIA." The spread may change based on the type of rate used. The terms in the Schedule of Investments disclose the actual interest rate in effect as of the reporting period. SOFR loans are typically indexed to a 30-day, 90-day or 180-day SOFR rates (1M S, 3M S, or 6M S, respectively) at the borrower's option. SONIA loans are typically indexed daily for GBP loans with a quarterly frequency payment. All securities are subject to a SOFR or Prime rate floor where a spread is provided, unless noted. The spread provided includes PIK interest and other fee rates, if any.

(2)Valued based on our accounting policy (See Note 2). The value of all securities was determined using significant unobservable inputs (See Note 5).

(3)The provisions of the 1940 Act classify investments based on the level of control that we maintain in a particular portfolio company. As defined in the 1940 Act, a company is generally presumed to be "non-controlled" when we own 25% or less of the portfolio company's voting securities and "controlled" when we own more than 25% of the portfolio company's voting securities.

(4)The provisions of the 1940 Act classify investments further based on the level of ownership that we maintain in a particular portfolio company. As defined in the 1940 Act, a company is generally deemed as "non-affiliated" when we own less than 5% of a portfolio company's voting securities and "affiliated" when we own 5% or more of a portfolio company's voting securities.

(5)Non-income producing securities.

(6)The securities, or a portion thereof, are not 1) pledged as collateral under the Credit Facility and held through Funding I; or 2) securing the 2036-R Asset-Backed Debt and held through PennantPark CLO I, Ltd.; or 3) 2036 Asset-Backed Debt and held through PennantPark CLO VIII, Ltd. or 4) 2037 Asset-Backed Debt and held through PennantPark CLO 11, LLC.

(7)Investment is held through our Taxable Subsidiary.

(8)Represents the purchase of a security with delayed settlement or a revolving line of credit that is currently an unfunded investment. This security does not earn a basis point spread above an index while it is unfunded.

(9)The investment is treated as a non-qualifying asset under Section 55(a) of the 1940 Act. Under the 1940 Act, we may not acquire any non-qualifying asset unless, at the time the acquisition is made, qualifying assets represent at least 70% of our total assets. As of September 30, 2025, qualifying assets represent 90% of our total assets and non-qualifying assets represent 10% of our total assets.

(10)Non-accrual security

(11)As of September 30, 2025, all investments are in U.S companies. Total cost, fair value, and percentage of Net Assets for the U.S. Companies were $2,819.4 million, $2,773.3 million, and 258.1%

(12)Partial PIK non-accrual security

(13)All of our investments are not registered under the 1933 Act and have restrictions on resale.

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS
SEPTEMBER 30, 2024
(in thousands, except share data)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par / Shares	Cost	Fair Value [2]
Investments in Non-Controlled, Non-Affiliated Portfolio Companies - 186.1% [3], [4]							
First Lien Secured Debt - 167.8% of Net Assets							
A1 Garage Merger Sub, LLC	12/22/2028	Commercial Services & Supplies	10.95%	3M SOFR+610	1,579	1,559	1,579
A1 Garage Merger Sub, LLC - Unfunded Term Loan [9]	12/22/2028	Commercial Services & Supplies	—	—	453	—	7
A1 Garage Merger Sub, LLC (Revolver) [7], [9]	12/22/2028	Commercial Services & Supplies	—	—	748	—	—
ACP Avenu Buyer, LLC	10/02/2029	IT Services	10.58%	3M SOFR+525	14,121	13,905	13,662
ACP Avenu Buyer, LLC - Unfunded Term Loan [9]	04/02/2025	IT Services	—	—	5,621	—	(105)
ACP Avenu Buyer, LLC - Funded Revolver	10/02/2029	IT Services	9.85%	3M SOFR+525	847	847	819
ACP Avenu Buyer, LLC (Revolver) [7], [9]	10/02/2029	IT Services	—	—	2,960	—	(96)
ACP Falcon Buyer, LLC (Revolver) [7], [9]	08/01/2029	Professional Services	—	—	3,096	—	—
Ad.net Acquisition, LLC	05/07/2026	Media	10.93%	3M SOFR+626	4,838	4,808	4,838
Ad.net Acquisition, LLC - Funded Revolver	05/07/2026	Media	10.93%	3M SOFR+626	498	498	498
Ad.net Acquisition, LLC (Revolver) [7], [9]	05/07/2026	Media	—	—	747	—	—
Aechelon Technology, Inc.	08/16/2029	Aerospace and Defense	12.35%	3M SOFR+750	14,000	13,862	13,719
Aechelon Technology, Inc. - Unfunded Revolver [9]	08/16/2029	Aerospace and Defense	—	—	3,104	—	(62)
Aeronix, Inc.	12/18/2028	Aerospace and Defense	9.85%	3M SOFR+525	32,753	32,332	32,753
Aeronix, Inc. - (Revolver) [9]	12/18/2028	Aerospace and Defense	—	—	6,099	—	—
AFC Dell Holding Corp.	04/09/2027	Distributors	10.49%	3M SOFR+550	28,494	28,420	28,209
AFC Dell Holding Corp. - Unfunded Term Loan [9]	04/09/2027	Distributors	—	—	7,460	—	(75)
Amsive Holding Corporation (f/k/a Vision Purchaser Corporation)	06/10/2025	Media	10.75%	3M SOFR+650	13,813	13,765	13,675
Anteriad, LLC (f/k/a MeritDirect, LLC)	06/30/2026	Media	10.50%	3M SOFR+590	13,005	12,845	13,005
Anteriad, LLC (f/k/a MeritDirect, LLC) - Incremental Term Loan	06/30/2026	Media	10.50%	3M SOFR+590	2,098	2,085	2,097
Anteriad, LLC (f/k/a MeritDirect, LLC) - (Revolver) [9]	06/30/2026	Media	—	—	2,869	—	—
Applied Technical Services, LLC	12/29/2026	Commercial Services & Supplies	10.50%	3M SOFR+590	12,597	12,486	12,408
Applied Technical Services, LLC - Unfunded Term Loan [9]	07/17/2025	Commercial Services & Supplies	—	—	3,990	—	(20)
Applied Technical Services, LLC (Revolver)	12/29/2026	Commercial Services & Supplies	12.75%	3M SOFR+475	1,441	1,441	1,420
Applied Technical Services, LLC (Revolver) [7],[9]	12/29/2026	Commercial Services & Supplies	—	—	852	—	(13)
Arcfield Acquisition Corp. (Revolver)	08/03/2029	Aerospace and Defense	11.56%	1M SOFR+625	5,951	5,869	5,921
Arcfield Acquisition Corp. (Revolver) [7],[9]	08/04/2028	Aerospace and Defense	—	—	1,379	—	(7)
Archer Lewis, LLC	08/28/2029	Healthcare Technology	10.83%	3M SOFR+575	21,700	21,485	21,266
Archer Lewis, LLC - Unfunded Term Loan A [9]	08/28/2025	Healthcare Technology	—	—	13,280	—	(133)
Archer Lewis, LLC - Unfunded Term Loan B [9]	08/28/2026	Healthcare Technology	—	—	21,267	—	(213)
Archer Lewis, LLC - Unfunded Revolver [9]	08/28/2029	Healthcare Technology	—	—	3,252	—	(65)
ARGANO, LLC	09/13/2029	Business Services	10.85%	3M SOFR+575	35,768	35,411	35,409
ARGANO, LLC - Unfunded Term Loan [9]	03/13/2025	Business Services	—	—	8,907	—	—
ARGANO, LLC – Unfunded Revolver [9]	09/13/2029	Business Services	—	—	1,421	—	—
Beacon Behavioral Support Service, LLC	06/21/2029	Healthcare Providers and Services	10.10% (PIK 15.00%)	3M SOFR+525	25,067	24,725	24,691
Beacon Behavioral Support Service, LLC - Unfunded Term Loan [9]	12/21/2025	Healthcare Providers and Services	—	—	7,565	—	(38)
Beacon Behavioral Support Service, LLC - Unfunded Revolver [9]	06/21/2029	Healthcare Providers and Services	—	—	2,434	—	(37)
Beta Plus Technologies, Inc.	07/01/2029	Internet Software and Services	10.35%	3M SOFR+575	19,806	19,212	19,212
Big Top Holdings, LLC	02/28/2030	Construction & Engineering	11.10%	1M SOFR+625	30,873	30,358	30,873
Big Top Holdings, LLC - (Revolver) [9]	02/28/2030	Construction & Engineering	—	—	4,479	—	—
BioDerm, Inc. (Revolver)	01/31/2028	Healthcare Equipment and Supplies	11.70%	1M SOFR+650	589	589	582
BioDerm, Inc. (Revolver) [7], [9]	01/31/2028	Healthcare Equipment and Supplies	—	—	482	—	(6)
Blackhawk Industrial Distribution, Inc.	09/17/2026	Distributors	10.90%	3M SOFR+640	8,206	8,143	8,064
Blackhawk Industrial Distribution, Inc. - Unfunded Term Loan [9]	09/17/2026	Distributors	—	—	1,893	—	(14)
Blackhawk Industrial Distribution, Inc. (Revolver) [7]	09/17/2026	Distributors	11.04%	3M SOFR+640	874	874	859
Blackhawk Industrial Distribution, Inc. [9]	09/17/2026	Distributors	—	—	3,009	—	(51)
BlueHalo Financing Holdings, LLC	10/31/2025	Aerospace and Defense	10.60%	3M SOFR+600	6,462	6,422	6,332
Broder Bros., Co.	12/04/2025	Textiles, Apparel and Luxury Goods	10.97%	3M SOFR+611	3,218	3,218	3,218
Burgess Point Purchaser Corporation	07/25/2029	Auto Components	10.20%	3M SOFR+535	14,962	14,219	14,075
By Light Professional IT Services, LLC	05/16/2025	High Tech Industries	12.18%	3M SOFR+698	46,992	46,893	46,992
By Light Professional IT Services, LLC (Revolver) [7], [9]	05/16/2025	High Tech Industries	—	—	5,831	—	—
Carisk Buyer, Inc.	12/01/2029	Healthcare Technology	10.35%	3M SOFR+575	5,473	5,397	5,390
Carisk Buyer, Inc. - Unfunded Term Loan [9]	12/01/2029	Healthcare Technology	—	—	4,813	—	(24)
Carisk Buyer, Inc. (Revolver) [7], [9]	12/01/2029	Healthcare Technology	—	—	1,750	—	(26)
Carnegie Dartlet, LLC	02/07/2030	Professional Services	10.35%	3M SOFR+550	29,850	29,410	29,402
Carnegie Dartlet, LLC - Unfunded Term Loan [9]	02/07/2026	Professional Services	—	—	16,214	—	(81)
Carnegie Dartlet, LLC - (Revolver) [9]	02/07/2030	Professional Services	—	—	5,405	—	(81)
Cartessa Aesthetics, LLC	06/14/2028	Distributors	10.35%	3M SOFR+575	12,944	12,802	12,943
Cartessa Aesthetics, LLC (Revolver) [7]	06/14/2028	Distributors	10.35%	1M SOFR+575	511	511	511
Cartessa Aesthetics, LLC (Revolver) [7], [9]	06/14/2028	Distributors	—	—	927	—	—
CF512, Inc.	08/20/2026	Media	11.21%	3M SOFR+619	5,919	5,888	5,830
CF512, Inc.(Revolver) [7], [9]	08/20/2026	Media	—	—	955	—	(14)
Compex Legal Services, Inc.	02/09/2026	Professional Services	10.88%	3M SOFR+555	8,833	8,814	8,833
Compex Legal Services, Inc. (Revolver)	02/07/2025	Professional Services	10.80%	3M SOFR+555	703	703	703
Compex Legal Services, Inc. (Revolver) [7], [9]	02/07/2025	Professional Services	—	—	703	—	—

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2024
(in thousands, except share data)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par / Shares	Cost	Fair Value [2]
Confluent Health, LLC	11/30/2028	Healthcare Providers and Services	9.85%	3M SOFR+500	6,965	6,771	6,965
Connatix Buyer, Inc. [7]	07/13/2027	Media	10.53%	3M SOFR+561	3,775	3,734	3,775
Connatix Buyer, Inc. - Funded Revolver	07/13/2027	Media	10.58%	3M SOFR+576	281	281	281
Connatix Buyer, Inc. [9]	07/13/2027	Media	—	—	953	—	—
Crane 1 Services, Inc.	08/16/2027	Commercial Services & Supplies	10.71%	3M SOFR+586	2,314	2,284	2,297
Crane 1 Services, Inc. (Revolver) [7], [9]	08/16/2027	Commercial Services & Supplies	—	—	502	—	(4)
C5MI Holdco, LLC	07/31/2030	IT Services	10.60%	3M SOFR+600	44,000	43,349	43,120
C5MI Holdco, LLC - Funded Revolver	07/31/2030	IT Services	10.60%	3M SOFR+600	606	606	594
C5MI Holdco, LLC - Unfunded Revolver [9]	07/31/2030	IT Services	—	—	8,487	—	(170)
DRI Holding Inc.	12/21/2028	Media	10.20%	3M SOFR+535	6,123	5,943	5,908
Dr. Squatch, LLC	08/31/2027	Personal Products	9.95%	3M SOFR+535	16,870	16,709	16,870
Dr. Squatch, LLC (Revolver) [7], [9]	08/31/2027	Personal Products	—	—	3,353	—	—
DRS Holdings III, Inc.	11/03/2025	Chemicals, Plastics and Rubber	11.20%	3M SOFR+635	15,559	15,501	15,435
DRS Holdings III, Inc. (Revolver) [7], [9]	11/03/2025	Personal Products	—	—	1,426	—	(11)
Duggal Acquisition, LLC	09/30/2030	Marketing Services	9.60%	3M SOFR+500	15,321	15,168	15,168
Duggal Acquisition, LLC - Unfunded Term Loan [9]	09/30/2026	Marketing Services	—	—	4,470	—	—
Duggal Acquisition, LLC - Unfunded Revolver [9]	09/30/2030	Marketing Services	—	—	5,605	—	—
Dynata, LLC - First-Out Term Loan	07/15/2028	Business Services	10.38%	3M SOFR+526	1,856	1,725	1,853
Dynata, LLC - Last-Out Term Loan	10/15/2028	Business Services	10.88%	3M SOFR+576	11,514	11,514	10,601
ECL Entertainment, LLC	08/31/2030	Hotels, Restaurants and Leisure	8.85%	1M SOFR+400	6,209	6,147	6,223
EDS Buyer, LLC	01/10/2029	Electronic Equipment, Instruments, and Components	10.35%	3M SOFR+575	10,673	10,544	10,513
EDS Buyer, LLC. (Revolver) [7], [9]	01/10/2029	Electronic Equipment, Instruments, and Components	—	—	2,298	—	(34)
Efficient Collaborative Retail Marketing Company, LLC	06/15/2025	Media: Diversified and Production	12.37% (PIK 1.50%)	3M SOFR+776	8,195	8,216	6,310
Eisner Advisory Group, LLC	02/23/2031	Professional Services	9.25%	3M SOFR+400	6,948	6,880	6,961
ETE Intermediate II, LLC - Funded Revolver	05/25/2029	Diversified Consumer Services	11.10%	3M SOFR+650	1,215	1,215	1,215
ETE Intermediate II, LLC - Unfunded Revolver [9]	05/25/2029	Diversified Consumer Services	—	—	1,215	—	—
Eval Home Health Solutions Intermediate, LLC	05/10/2030	Healthcare, Education and Childcare	10.60%	3M SOFR+575	14,492	14,275	14,347
Eval Home Health Solutions Intermediate, LLC - UnFunded Revolver [9]	05/10/2030	Healthcare, Education and Childcare	—	—	2,640	—	(26)
Exigo Intermediate II, LLC (Revolver) [9]	03/15/2027	Software	—	—	689	—	(3)
Fairbanks Morse Defense	06/23/2028	Aerospace and Defense	9.74%	3M SOFR+450	995	990	996
Five Star Buyer, Inc.	02/23/2028	Hotels, Restaurants and Leisure	12.21%	3M SOFR+715	4,437	4,372	4,437
Five Star Buyer, Inc. (Revolver) [9]	02/23/2028	Hotels, Restaurants and Leisure	—	—	741	—	—
Gauge ETE Blocker, LLC - Promissory Note	05/19/2029	Diversified Consumer Services	12.56%	—	215	215	215
GGG MIDCO, LLC	09/27/2030	Diversified Consumer Services	9.64%	3M SOFR+500	19,243	19,051	19,050
GGG MIDCO, LLC - Unfunded Term Loan [9]	03/27/2026	Diversified Consumer Services	—	—	30,986	—	—
GGG MIDCO, LLC – Unfunded Revolver [9]	09/27/2030	Diversified Consumer Services	—	—	1,311	—	—
Global Holdings InterCo LLC	03/16/2026	Diversified Financial Services	11.43%	3M SOFR+615	4,985	4,927	4,736
Graffiti Buyer, Inc.	08/10/2027	Trading Companies & Distributors	10.70%	3M SOFR+560	1,351	1,341	1,337
Graffiti Buyer, Inc. - Unfunded Term Loan [9]	08/10/2027	Trading Companies & Distributors	—	—	984	—	(2)
Graffiti Buyer, Inc. (Revolver)	08/10/2027	Trading Companies & Distributors	10.70%	3M SOFR+560	432	432	428
Graffiti Buyer, Inc. (Revolver) [7], [9]	08/10/2027	Trading Companies & Distributors	—	—	432	—	(4)
Hancock Roofing and Construction L.L.C.	12/31/2026	Insurance	10.20%	3M SOFR+560	3,993	3,949	3,913
Hancock Roofing and Construction L.L.C. (Revolver) [7]	12/31/2026	Insurance	10.45%	3M SOFR+560	680	680	666
Hancock Roofing and Construction L.L.C. (Revolver) [7], [9]	12/31/2026	Insurance	—	—	70	—	(1)
Harris & Co. LLC	08/09/2030	Professional Services	9.85%	3M SOFR+500	31,992	31,720	31,432
Harris & Co. LLC. - Unfunded Term Loan A [9]	02/09/2025	Professional Services	—	—	39,414	—	(345)
Harris & Co. LLC. - Unfunded Term Loan B [9]	02/09/2026	Professional Services	—	—	50,296	—	(440)
Harris & Co. LLC - Unfunded Revolver [9]	08/09/2030	Professional Services	—	—	7,401	—	(130)
HEC Purchaser Corp.	06/17/2029	Healthcare, Education and Childcare	9.75%	3M SOFR+550	9,651	9,535	9,583
Hills Distribution Inc.	11/07/2029	Distributors	11.11%	3M SOFR+600	7,941	7,829	7,862
Hills Distribution Inc. - Unfunded Term Loan [9]	11/07/2025	Distributors	—	—	10,812	—	—
HW Holdco, LLC	05/10/2026	Media	11.20%	1M SOFR+590	10,410	10,389	10,410
HW Holdco, LLC (Revolver) [9]	05/10/2026	Media	—	—	1,452	—	—
IG Investments Holdings, LLC	09/22/2028	Professional Services	11.35%	3M SOFR+610	4,487	4,430	4,443
IG Investments Holdings, LLC (Revolver) [7], [9]	09/22/2027	Professional Services	—	—	722	—	(7)
Imagine Acquisitionco, LLC (Revolver) [9]	11/15/2027	Software	—	—	1,193	—	(6)
Infinity Home Services Holdco, Inc.	12/28/2028	Commercial Services & Supplies	10.96%	3M SOFR+685	4,553	4,534	4,582
Infinity Home Services Holdco, Inc. (CAD)	12/28/2028	Commercial Services & Supplies	10.35%	3M SOFR+600	1,672	1,204	1,237
Infinity Home Services Holdco, Inc. - 1st Amendment Unfunded Term Loan [9]	11/17/2025	Commercial Services & Supplies	—	—	4,288	—	54
Infinity Home Services Holdco, Inc. (Revolver)	12/28/2028	Commercial Services & Supplies	13.75%	3M SOFR+575	194	194	194
Infinity Home Services Holdco, Inc. - Unfunded Term Loan [9]	12/28/2028	Commercial Services & Supplies	—	—	1,098	—	—
Infolinks Media Buyco, LLC	11/01/2026	Media	10.10%	3M SOFR+550	5,539	5,483	5,498
Integrative Nutrition, LLC	01/31/2025	Consumer Services	11.36% (PIK 6.00%)	3M SOFR+715	15,776	15,747	13,567
ITI Holdings, Inc. (Revolver)	03/03/2028	IT Services	12.50%	3M SOFR+450	500	500	500
ITI Holdings, Inc. (Revolver) [7], [9]	03/03/2028	IT Services	—	—	165	—	—
Inventus Power, Inc.	06/30/2025	Electronic Equipment, Instruments, and Components	12.46%	3M SOFR+761	4,938	4,893	4,863
Inventus Power, Inc. - Unfunded Revolver [9]	06/30/2025	Electronic Equipment, Instruments, and Components	—	—	1,729	—	(26)

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2024
(in thousands, except share data)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [4]	Par / Shares	Cost	Fair Value [2]
Keel Platform, LLC	01/19/2031	Metals and Mining	10.09%	3M SOFR+525	11,544	11,388	11,486
Keel Platform, LLC - Unfunded Term Loan [9]	01/19/2031	Metals and Mining	—	—	2,402	—	6
Kinetic Purchaser, LLC	11/10/2027	Personal Products	10.75%	3M SOFR+615	13,971	13,802	13,970
Kinetic Purchaser, LLC (Revolver) [7]	11/10/2026	Personal Products	—	—	3,435	—	—
Lash OpCo, LLC	02/18/2027	Personal Products	12.94% (PIK 5.10%)	3M SOFR+785	10,786	10,689	10,678
Lash OpCo, LLC (Revolver) [7]	08/16/2026	Personal Products	12.94% (PIK 5.10%)	1M SOFR+785	2,833	2,833	2,805
Lash OpCo, LLC (Revolver) [7], [9]	08/16/2026	Personal Products	—	—	335	—	(3)
LAV Gear Holdings, Inc.	10/31/2025	Capital Equipment	11.64% (PIK 5.10%)	1M SOFR+640	13,018	13,015	12,784
LAV Gear Holdings, Inc. (Revolver) [7]	10/31/2025	Capital Equipment	11.64%	1M SOFR+640	1,721	1,721	1,690
Ledge Lounger, Inc.	11/09/2026	Leisure Products	12.25%	3M SOFR+765	3,674	3,661	3,491
Ledge Lounger, Inc. (Revolver)	11/09/2026	Leisure Products	12.25% (PIK 1.0%)	3M SOFR+765	263	263	250
Ledge Lounger, Inc. (Revolver) [7], [9]	11/09/2026	Leisure Products	—	—	395	—	(20)
Lightspeed Buyer Inc.	02/03/2026	Healthcare Technology	10.20%	1M SOFR+535	22,309	22,150	22,309
Lightspeed Buyer Inc. (Revolver) [7], [9]	02/03/2026	Healthcare Technology	—	—	2,499	—	—
LJ Avalon Holdings, LLC	02/01/2030	Construction & Engineering	10.31%	3M SOFR+525	2,809	2,774	2,809
LJ Avalon Holdings, LLC - Unfunded Term Loan [9]	02/01/2030	Construction & Engineering	—	—	1,892	—	9
LJ Avalon Holdings, LLC (Revolver) [7], [9]	01/31/2030	Construction & Engineering	—	—	1,130	—	—
Loving Tan Intermediate II, Inc.	05/31/2028	Personal Products	11.10%	3M SOFR+650	45,055	44,374	44,379
Loving Tan Intermediate II, Inc. - Unfunded Term Loan [9]	07/12/2025	Personal Products	—	—	23,464	—	(117)
Loving Tan Intermediate II, Inc. (Revolver)	05/31/2028	Personal Products	11.60%	3M SOFR+700	1,780	1,780	1,753
Loving Tan Intermediate II, Inc. - Unfunded Revolver [9]	05/31/2028	Personal Products	—	—	3,559	—	(53)
LSF9 Atlantis Holdings, LLC	06/30/2029	Specialty Retail	9.85%	3M SOFR+525	9,992	9,992	10,067
Lucky Bucks, LLC - First-out Term Loan	10/02/2028	Hotels, Restaurants and Leisure	12.77%	3M SOFR+765	259	259	259
Lucky Bucks, LLC - Last-out Term Loan	10/02/2029	Hotels, Restaurants and Leisure	12.77%	3M SOFR+765	518	518	518
MAG DS Corp.	04/01/2027	Aerospace and Defense	10.20%	1M SOFR+550	7,289	7,007	6,852
MBS Holdings, Inc. - Funded Revolver	04/16/2027	Internet Software and Services	10.95%	3M SOFR+585	139	139	139
MBS Holdings, Inc. (Revolver) [7], [9]	04/16/2027	Internet Software and Services	—	—	1,019	—	—
MDI Buyer, Inc.	07/25/2028	Commodity Chemicals	11.25%	3M SOFR+575	2,021	1,988	2,002
MDI Buyer, Inc. (Revolver)	07/25/2028	Commodity Chemicals	11.25%	3M SOFR+600	531	531	526
MDI Buyer, Inc. (Revolver) [7], [9]	07/25/2028	Commodity Chemicals	—	—	242	—	—
Meadowlark Acquirer, LLC	12/10/2027	Professional Services	10.50%	3M SOFR+590	1,958	1,938	1,909
Meadowlark Acquirer, LLC (Revolver) [9]	12/10/2027	Professional Services	—	—	1,693	—	(42)
Medina Health, LLC	10/20/2028	Healthcare Providers and Services	10.85%	3M SOFR+625	17,820	17,554	17,820
Medina Health, LLC (Revolver) [9]	10/20/2028	Healthcare Providers and Services	—	—	5,187	—	—
Megawatt Acquisitionco, Inc.	03/01/2030	Electronic Equipment, Instruments, and Components	10.11%	3M SOFR+525	6,965	6,869	6,575
Megawatt Acquisitionco, Inc. - Funded Revolver	03/01/2030	Electronic Equipment, Instruments, and Components	10.11%	3M SOFR+525	358	358	337
Megawatt Acquisitionco, Inc. - (Revolver) [9]	03/01/2030	Electronic Equipment, Instruments, and Components	—	—	2,893	—	(162)
Michael Baker International, LLC	12/01/2028	Professional Services	9.60%	3M SOFR+475	7,980	7,941	8,010
Mission Critical Electronics, Inc.	03/31/2025	Capital Equipment	11.02%	3M SOFR+590	3,101	3,092	3,101
Mission Critical Electronics, Inc. (Revolver) [7], [9]	03/31/2025	Capital Equipment	—	—	1,325	—	—
MOREGroup Holdings, Inc.	01/16/2030	Construction & Engineering	10.35%	3M SOFR+575	31,840	31,410	31,362
MOREGroup Holdings, Inc. - Unfunded Term Loan [9]	01/16/2026	Construction & Engineering	—	—	11,056	—	(55)
MOREGroup Holdings, Inc. - (Revolver) [9]	01/16/2030	Construction & Engineering	—	—	6,634	—	(100)
Municipal Emergency Services, Inc.	10/01/2027	Distributors	9.75%	3M SOFR+515	1,556	1,527	1,556
Municipal Emergency Services, Inc. - Term Loan B	10/01/2027	Distributors	9.75%	3M SOFR+515	777	777	777
Municipal Emergency Services, Inc. - Unfunded Term Loan [9]	09/28/2027	Distributors	—	—	1,387	—	14
Municipal Emergency Services, Inc. - Unfunded Term Loan B [9]	12/16/2024	Distributors	—	—	486	—	—
Municipal Emergency Services, Inc. (Revolver) [7], [9]	10/01/2027	Distributors	—	—	947	—	—
NBH Group LLC (Revolver) [7], [9]	08/19/2026	Healthcare Equipment and Supplies	—	—	1,677	—	(50)
NFS - CFP Holdings LLC	09/13/2030	Commercial Services & Supplies	9.56%	3M SOFR+475	36,300	36,029	36,028
NFS - CFP Holdings LLC - Unfunded Term Loan [9]	09/23/2026	Commercial Services & Supplies	—	—	13,370	—	—
NFS - CFP Holdings LLC - Unfunded Revolver [9]	09/13/2030	Commercial Services & Supplies	—	—	5,014	—	—
NORA Acquisition, LLC	08/31/2029	Healthcare Providers and Services	10.95%	3M SOFR+635	19,800	19,449	19,800
NORA Acquisition, LLC (Revolver) [7], [9]	08/31/2029	Healthcare Providers and Services	—	—	5,479	—	—
Omnia Exterior Solutions, LLC	12/29/2029	Diversified Consumer Services	10.10%	3M SOFR+550	28,744	28,498	28,313
Omnia Exterior Solutions, LLC - Unfunded Term Loan [9]	09/30/2026	Diversified Consumer Services	—	—	12,802	—	(80)
Omnia Exterior Solutions, LLC - Unfunded Term Loan [9]	12/30/2024	Diversified Consumer Services	—	—	8,001	—	(50)
Omnia Exterior Solutions, LLC (Revolver) [7], [9]	12/29/2029	Diversified Consumer Services	—	—	4,200	—	(63)
One Stop Mailing, LLC	05/07/2027	Air Freight and Logistics	11.21%	3M SOFR+636	8,426	8,333	8,426

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2024
(in thousands, except share data)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [4]	Par / Shares	Cost	Fair Value [2]
ORL Acquisition, Inc.	09/03/2027	Consumer Finance	14.00% (PIK 7.50%)	3M SOFR+940	4,718	4,666	4,010
ORL Acquisition, Inc. (Revolver) [7], [9]	09/03/2027	Consumer Finance	—	—	215	—	(32)
OSP Embedded Purchaser, LLC	12/15/2029	Aerospace and Defense	10.70%	3M SOFR+610	12,803	12,598	12,432
OSP Embedded Purchaser, LLC (Revolver) [9]	12/15/2029	Aerospace and Defense	—	—	2,932	—	(85)
Outcomes Group Holdings, Inc	04/02/2031	Healthcare Providers and Services	9.10%	3M SOFR+425	3,990	3,970	4,011
Output Services Group, Inc. - First-out Term Loan	11/30/2028	Business Services	13.75%	3M SOFR+843	521	521	521
Output Services Group, Inc. - Last-out Term Loan	05/30/2028	Business Services	12.00%	3M SOFR+668	1,058	1,058	1,058
Owl Acquisition, LLC	02/04/2028	Professional Services	10.20%	3M SOFR+535	3,893	3,812	3,825
Ox Two, LLC	05/18/2026	Construction and Building	11.12%	3M SOFR+651	22,540	22,385	22,540
Ox Two, LLC (Revolver)	05/18/2026	Construction and Building	—	—	3,387	—	—
Pacific Purchaser, LLC	09/30/2028	Professional Services	11.51%	3M SOFR+625	4,963	4,878	4,953
Pacific Purchaser, LLC - Unfunded Term Loan [9]	09/30/2028	Professional Services	—	—	3,598	—	47
Pacific Purchaser, LLC - (Revolver) [9]	09/30/2028	Professional Services	—	—	1,799	—	(4)
PAR Excellence Holdings, Inc.	09/03/2030	Healthcare Technology	9.77%	3M SOFR+475	17,500	17,327	17,325
PAR Excellence Holdings, Inc. - Unfunded Revolver [9]	09/03/2030	Healthcare Technology	—	—	4,692	—	—
PCS Midco, Inc.	03/01/2030	Professional Services	10.81%	3M SOFR+575	7,434	7,333	7,434
PCS Midco, Inc. - Unfunded Term Loan [9]	03/01/2026	Professional Services	—	—	3,974	—	40
PCS Midco, Inc. - Revolver	03/01/2030	Professional Services	10.81%	3M SOFR+575	310	310	310
PCS Midco, Inc. - (Revolver) [9]	03/01/2030	Professional Services	—	—	1,461	—	—
PH Beauty Holdings III, Inc.	09/28/2025	Consumer Products	10.17%	3M SOFR+543	7,415	7,401	7,346
PL Acquisitionco, LLC	11/09/2027	Textiles, Apparel and Luxury Goods	11.99% (PIK 3.50%)	3M SOFR+725	5,798	5,735	4,638
PL Acquisitionco, LLC - (Revolver) [9]	11/09/2027	Textiles, Apparel and Luxury Goods	—	—	2,290	—	(458)
PlayPower, Inc.	08/28/2030	Leisure Products	9.85%	1M SOFR+525	26,334	26,140	25,939
PlayPower, Inc. - Unfunded Revolver [9]	08/28/2030	Leisure Products	—	—	3,981	—	(60)
Pragmatic Institute, LLC (Revolver), [5]	07/06/2028	Professional Services	12.82% (PIK 12.09%)	3M SOFR+750	1,641	1,605	1,005
Quantic Electronics, LLC	11/19/2026	Electronic Equipment, Instruments, and Components	10.95%	3M SOFR+635	6,579	6,530	6,546
Quantic Electronics, LLC - Funded revolver	11/19/2026	Electronic Equipment, Instruments, and Components	10.95%	3M SOFR+635	335	335	333
Quantic Electronics, LLC (Revolver) [7], [9]	11/19/2026	Electronic Equipment, Instruments, and Components	—	—	335	—	(2)
Rancho Health MSO, Inc. - Unfunded Term Loan [9]	06/30/2025	Healthcare Equipment and Supplies	—	—	3,000	—	30
Rancho Health MSO, Inc. (Revolver) [7]	12/18/2025	Healthcare Equipment and Supplies	10.93%	3M SOFR+560	210	210	210
Rancho Health MSO, Inc. (Revolver) [7], [9]	12/18/2025	Healthcare Equipment and Supplies	—	—	315	—	—
Recteq, LLC	01/29/2026	Leisure Products	11.75%	3M SOFR+715	1,448	1,439	1,433
Recteq, LLC (Revolver) [7], [9]	01/29/2026	Leisure Products	—	—	1,296	—	(13)
Riverpoint Medical, LLC	06/20/2025	Healthcare Equipment and Supplies	9.85%	3M SOFR+525	9,829	9,796	9,841
Riverpoint Medical, LLC (Revolver) [7]	06/20/2025	Healthcare Equipment and Supplies	10.10%	3M SOFR+535	133	133	133
Riverpoint Medical, LLC (Revolver) [7], [9]	06/20/2025	Healthcare Equipment and Supplies	—	—	776	—	—
RRA Corporate, LLC	08/15/2029	Diversified Consumer Services	9.60%	3M SOFR+500	19,200	19,008	19,008
RRA Corporate, LLC - Unfunded Term Loan 1 [9]	02/15/2029	Diversified Consumer Services	—	—	11,506	—	—
RRA Corporate, LLC - Unfunded Term Loan 2 [9]	08/15/2026	Diversified Consumer Services	—	—	21,719	—	—
RRA Corporate, LLC - Funded Revolver	08/15/2029	Diversified Consumer Services	9.60%	3M SOFR+500	1,410	1,409	1,395
RRA Corporate, LLC - Unfunded Revolver [9]	08/15/2029	Diversified Consumer Services	—	—	5,306	—	(53)
RTIC Subsidiary Holdings, LLC	05/03/2029	Leisure Products	10.35%	3M SOFR+575	41,995	41,372	41,155
RTIC Subsidiary Holdings, LLC - Unfunded Revolver [9]	05/03/2029	Leisure Products	—	—	9,417	—	(188)
Rural Sourcing Holdings, Inc. (HPA SPQ Merger Sub, Inc.)	06/15/2029	Professional Services	10.35%	3M SOFR+575	1,140	1,124	1,126
Rural Sourcing Holdings, Inc. (HPA SPQ Merger Sub, Inc.) - Unfunded Term Loan [9]	06/27/2026	Professional Services	—	—	1,146	—	(9)
Rural Sourcing Holdings, Inc. (HPA SPQ Merger Sub, Inc.) (Revolver) [7], [9]	06/15/2029	Professional Services	—	—	860	—	(11)
Safe Haven Defense US LLC	05/23/2029	Building Products	9.85%	3M SOFR+525	13,563	13,363	13,428
Safe Haven Defense US LLC - Unfunded Revolver [9]	05/23/2029	Building Products	—	—	2,920	—	(29)
Sales Benchmark Index LLC	01/03/2025	Professional Services	10.80%	3M SOFR+620	2,527	2,524	2,527
Sales Benchmark Index LLC (Revolver) [7], [9]	01/03/2025	Professional Services	—	—	1,293	—	—
Sargent & Greenleaf Inc.	12/20/2024	Electronic Equipment, Instruments, and Components	11.45% (PIK 1.00%)	1M SOFR+760	3,272	3,266	3,272
Sargent & Greenleaf Inc. (Revolver)	12/20/2024	Electronic Equipment, Instruments, and Components	11.45% (PIK 1.00%)	1M SOFR+660	1,078	1,078	1,078
Sargent & Greenleaf Inc. (Revolver) [9]	12/20/2024	Electronic Equipment, Instruments, and Components	—	—	9	—	—
Schlesinger Global, Inc.	07/14/2025	Professional Services	13.20% (PIK 5.60%)	3M SOFR+835	15,224	15,191	14,844
Schlesinger Global, Inc. (Revolver)	07/14/2025	Professional Services	13.20% (PIK 5.60%)	3M SOFR+835	1,578	1,578	1,539
Schlesinger Global, Inc. (Revolver) [7], [9]	07/14/2025	Professional Services	—	—	401	—	(10)
Seaway Buyer, LLC	06/13/2029	Chemicals, Plastics and Rubber	10.75%	3M SOFR+615	1,901	1,879	1,834
Sigma Defense Systems, LLC	12/18/2027	IT Services	11.50%	3M SOFR+690	20,708	20,447	20,501
Sigma Defense Systems, LLC (Revolver) [7], [9]	12/18/2027	IT Services	—	—	3,311	—	(33)
Simplicity Financial Marketing Group Holdings Inc.	12/02/2026	Diversified Financial Services	11.73%	3M SOFR+640	4,065	4,054	4,106
Simplicity Financial Marketing Group Holdings Inc. - Unfunded Term Loan [9]	02/09/2026	Diversified Financial Services	—	—	4,656	—	93
Simplicity Financial Marketing Group Holdings Inc. - (Revolver) [9]	12/02/2026	Diversified Financial Services	—	—	1,043	—	—
Skopima Consilio Parent, LLC	05/17/2028	Business Services	9.46%	1M SOFR+461	596	584	594
Smartronix, LLC	11/23/2028	Aerospace and Defense	10.35%	1M SOFR+610	13,521	13,323	13,521
Smartronix, LLC - (Revolver) [9]	11/23/2027	Aerospace and Defense	—	—	1,791	—	—

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2024
(in thousands, except share data)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [4]	Par / Shares	Cost	Fair Value [2]
Smile Brands Inc.	10/12/2027	Healthcare and Pharmaceuticals	10.20% (PIK 1.50%)	1M SOFR+550	2,422	2,422	2,143
Smile Brands Inc. (Revolver)	10/12/2027	Healthcare and Pharmaceuticals	10.20% (PIK 1.50%)	1M SOFR+550	866	866	766
Smile Brands Inc. (Revolver) [7], [9]	10/12/2027	Healthcare and Pharmaceuticals	—	—	678	—	(78)
Smile Brands Inc. LC (Revolver) [7], [9]	10/12/2027	Healthcare and Pharmaceuticals	—	—	100	—	(12)
Solutionreach, Inc.	07/17/2025	Healthcare Technology	12.40%	3M SOFR+715	4,657	4,637	4,657
Solutionreach, Inc. (Revolver) [7], [9]	07/17/2025	Healthcare Technology	—	—	833	—	—
Spendmend Holdings LLC	03/01/2028	Healthcare Technology	10.78%	3M SOFR+565	2,253	2,232	2,253
Spendmend Holdings LLC - Unfunded Term Loan [9]	03/03/2025	Healthcare Technology	—	—	1,493	—	11
Spendmend Holdings LLC (Revolver)	03/01/2028	Healthcare Technology	10.25%	3M SOFR+565	357	357	357
Spendmend Holdings LLC (Revolver) [9]	03/01/2028	Healthcare Technology	—	—	535	—	—
Summit Behavioral Healthcare, LLC	11/24/2028	Healthcare Providers and Services	9.31%	1M SOFR+425	1,990	1,975	1,851
System Planning and Analysis, Inc. (f/k/a Management Consulting & Research, LLC)	08/16/2027	Aerospace and Defense	10.26%	3M SOFR+500	20,461	20,238	20,421
System Planning and Analysis, Inc. (f/k/a Management Consulting & Research, LLC) (Revolver) [9]	08/16/2027	Aerospace and Defense	—	—	12,537	—	69
System Planning and Analysis, Inc. - Funded Revolver	08/16/2027	Aerospace and Defense	9.59%	3M SOFR+515	1,633	1,633	1,630
System Planning and Analysis, Inc. - (Revolver) [9]	08/16/2027	Aerospace and Defense	—	—	6,732	—	(13)
S101 Holdings, Inc.	12/29/2026	Electronic Equipment, Instruments, and Components	11.48%	3M SOFR+615	12,439	12,301	12,315
S101 Holdings, Inc. - Unfunded Term Loan 2 [9]	12/15/2024	Electronic Equipment, Instruments, and Components	—	—	9,036	—	—
TCG 3.0 Jogger Acquisitionco, Inc.	01/26/2029	Media	11.83%	3M SOFR+650	6,965	6,857	6,895
TCG 3.0 Jogger Acquisitionco, Inc. - (Revolver) [9]	01/26/2029	Media	—	—	2,426	—	(24)
Team Services Group, LLC	12/20/2027	Healthcare Providers and Services	10.51%	3M SOFR+526	15,412	15,173	15,217
Teneo Holdings, LLC - Initial Term Loans	03/13/2031	Diversified Financial Services	9.60%	3M SOFR+475	6,965	6,895	6,987
The Bluebird Group LLC	07/28/2026	Professional Services	11.25%	3M SOFR+665	2,566	2,538	2,566
The Bluebird Group LLC (Revolver) [7], [9]	07/28/2026	Professional Services	—	—	862	—	—
The Vertex Companies, LLC [7]	08/30/2027	Construction & Engineering	10.95%	1M SOFR+610	3,377	3,333	3,356
The Vertex Companies, LLC (Revolver)	08/30/2027	Construction & Engineering	10.95%	1M SOFR+610	376	376	376
The Vertex Companies, LLC (Revolver) [7], [9]	08/30/2027	Construction & Engineering	—	—	535	—	(1)
TPC US Parent, LLC	11/24/2025	Food Products	10.98%	3M SOFR+565	11,888	11,808	11,888
TPCN Midco, LLC	06/26/2029	Diversified Consumer Services	10.35%	3M SOFR+575	8,878	8,749	8,665
TPCN Midco, LLC - Unfunded Term Loan [9]	06/26/2026	Diversified Consumer Services	—	—	13,113	—	(184)
TPCN Midco, LLC - Unfunded Revolver [9]	06/26/2029	Diversified Consumer Services	—	—	2,580	—	(62)
TransGo, LLC	12/29/2028	Auto Components	10.60%	3M SOFR+575	12,034	11,869	12,034
TransGo, LLC (Revolver) [7], [9]	12/29/2028	Auto Components	—	—	4,440	—	—
TWS Acquisition Corporation	06/16/2025	Diversified Consumer Services	11.33%	1M SOFR+640	2,508	2,502	2,508
TWS Acquisition Corporation (Revolver) [7], [9]	06/16/2025	Diversified Consumer Services	—	—	2,628	—	—
Tyto Athene, LLC	04/01/2028	IT Services	10.23%	1M SOFR+490	11,928	11,826	11,690
Urology Management Holdings, Inc.	06/15/2027	Healthcare Providers and Services	10.52%	3M SOFR+550	1,200	1,194	1,188
Urology Management Holdings, Inc. - Unfunded Term Loan [9]	09/03/2026	Healthcare Providers and Services	—	—	4,800	—	(24)
Walker Edison Furniture, LLC - Term Loan [11]	03/01/2029	Wholesale	—	—	5,441	5,026	490
Walker Edison Furniture Company, LLC - Unfunded Term Loan [11]	03/01/2029	Wholesale	—	—	83	—	(76)
Walker Edison Furniture Company, LLC - Funded Junior Revolver [11]	03/01/2029	Wholesale	—	—	1,667	1,667	1,667
Watchtower Intermediate, LLC	12/01/2029	Electronic Equipment, Instruments, and Components	10.60%	3M SOFR+600	9,055	8,929	8,964
Watchtower Intermediate, LLC - Unfunded Term Loan [9]	12/01/2025	Electronic Equipment, Instruments, and Components	—	—	2,100	—	3
Watchtower Intermediate, LLC (Revolver) [9]	12/01/2029	Electronic Equipment, Instruments, and Components	—	—	6,300	—	(63)
Wildcat Buyerco, Inc.	02/26/2027	Electronic Equipment, Instruments, and Components	10.60%	3M SOFR+575	12,592	12,498	12,592
Wildcat Buyerco, Inc. - Unfunded Term Loan [9]	02/26/2027	Electronic Equipment, Instruments, and Components	—	—	3,281	—	33
Wildcat Buyerco, Inc. (Revolver) [7], [9]	02/26/2027	Electronic Equipment, Instruments, and Components	—	—	534	—	—
Wrench Group, LLC	10/30/2028	Commercial Services & Supplies	8.87%	3M SOFR+426	3,483	3,475	3,480
Zips Car Wash, LLC	12/31/2024	Automobiles	12.46%	3M SOFR+740	13,252	13,227	12,656
Total First Lien Secured Debt						$ 1,488,717	$ 1,472,064
Subordinate Debt - 0.3% of Net Assets							
Beacon Behavioral Holdings LLC	06/21/2030	Healthcare Providers and Services	15.00% (PIK 15.00%)	—	1,042	1,027	1,026
ORL Holdco, Inc. - Convertible Notes	03/08/2028	Consumer Finance	18.00%	—	13	13	9
ORL Holdco, Inc. - Unfunded Convertible Notes [9]	03/08/2028	Consumer Finance	—	—	13	—	(4)
Schlesinger Global, LLC - Promissory Note	01/08/2026	Professional Services	12.31%	3M SOFR+700	66	66	136
StoicLane, Inc. - Convertible Notes	08/15/2027	Healthcare Technology	12.00%	—	1,526	1,526	1,526
StoicLane, Inc. - Unfunded Convertible Notes [9]	08/15/2027	Healthcare Technology	—	—	1,526	—	—
Total Subordinate Debt						$ 2,632	$ 2,693
Preferred Equity - 2.1% of Net Assets [6]							
Accounting Platform Blocker, Inc -. Preferred Equity		Professional Services	—	—	1,075,900	1,076	1,076
Ad.net Holdings, Inc.		Media	—	—	6,720	672	852
AFC Acquisitions, Inc. (Preferred) [8]		Distributors	—	—	854	1,314	1,400
Anteriad Holdings, LP (f/k/a MeritDirect Holdings, LP) [7], [8]		Media	—	—	2,018	2,018	2,298
Cartessa Aesthetics, LLC (Preferred) [8]		Distributors	—	—	1,437,500	1,438	2,560
C5MI Holdco, LLC. - Preferred Equity [8]		IT Services	—	—	228,900	223	233

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2024
(in thousands, except share data)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [4]	Par / Shares	Cost	Fair Value [2]
EvAL Home Health Solutions, LLC - Preferred Equity [8]		Healthcare, Education and Childcare	—	—	876,386	1,455	1,631
Gauge Schlesinger Coinvest LLC (Preferred Equity)		Professional Services	—	—	64	64	37
Hancock Claims Consultants Investors, LLC (Preferred Equity) [8]		Insurance	—	—	116,588	76	149
Imagine Topco, LP		Software	8.00%	—	1,236,027	1,236	1,432
Magnolia Topco LP - Class A Preferred Equity [8]		Automobiles	—	—	47	47	48
Magnolia Topco LP - Class B Preferred Equity [8]		Automobiles	—	—	31	20	—
Megawatt Acquisition Partners, LLC - Preferred A Equity		Electronic Equipment, Instruments, and Components	—	—	9,360	936	842
NXOF Holdings, Inc. (Tyto Athene, LLC) [7]		IT Services	—	—	1,935	1,935	2,621
ORL Holdco, Inc. [7]		Consumer Finance	—	—	1,327	133	18
PL Acquisitionco, LLC (Preferred Equity)		Textiles, Apparel and Luxury Goods	—	—	61	61	—
RTIC Parent Holdings, LLC - Class A Preferred Equity [8]		Leisure Products	—	—	9	9	—
RTIC Parent Holdings, LLC - Class C Preferred Equity [8]		Leisure Products	—	—	18,450	1,215	1,976
RTIC Parent Holdings, LLC - Class D Preferred Equity [8]		Leisure Products	—	—	19,584	196	218
TPC Holding Company, LP [7]		Food Products	—	—	409	409	662
TWD Parent Holdings, LLC (The Vertex Companies, LLC) [7]		Construction & Engineering	—	—	37	35	43
UniTek Global Services, Inc. - Super Senior Preferred Equity [7]		Telecommunications	20.00%	—	343,861	344	209
UniTek Global Services, Inc. - Senior Preferred Equity [7]		Telecommunications	19.00%	—	448,851	449	—
UniTek Global Services, Inc. [7]		Telecommunications	13.50%	—	1,047,317	670	—
Total Preferred Equity						$ 16,031	$ 18,305
Common Equity/Warrants - 15.9% of Net Assets [6]							
A1 Garage Equity, LLC [8]		Commercial Services & Supplies	—	—	647,943	648	818
ACP Big Top Holdings, L.P. - Common Equity		Construction & Engineering	—	—	3,000,500	3,001	3,614
Ad.net Holdings, Inc. [7]		Media	—	—	7,467	75	4
Aechelon InvestCo, LP - Common Equity		Aerospace and Defense	—	—	31,675	3,168	3,168
Aechelon InvestCo, LP - Unfunded [9]		Aerospace and Defense	—	—	31,675	—	—
Aftermarket Drivetrain Products Holdings, LLC		Auto Components	—	—	2,632	2,632	3,686
AG Investco LP [7], [8]		Software	—	—	805,164	805	1,008
AG Investco LP [7], [8], [9]		Software	—	—	194,836	—	—
Altamira Intermediate Company II, Inc. [7]		IT Services	—	—	1,437,500	1,438	1,736
Anteriad Holdings, LP (f/k/a MeritDirect Holdings, LP) [7], [8]		Media	—	—	2,018	—	—
Athletico Holdings, LLC [8]		Healthcare Providers and Services	—	—	4,678	5,000	3,837
BioDerm Holdings, LP		Healthcare Equipment and Supplies	—	—	1,313	1,313	1,179
Burgess Point Holdings, LP		Auto Components	—	—	112	114	119
By Light Investco LP [7], [8]		High Tech Industries	—	—	22,789	803	18,788
Carisk Parent, L.P.		Healthcare Technology	—	—	239,680	240	247
Carnegie HoldCo, LLC - Common Equity [8]		Professional Services	—	—	2,719,600	2,664	2,638
Connatix Parent, LLC [7]		Media	—	—	38,278	421	236
Consello Pacific Aggregator, LLC [8]		Professional Services	—	—	1,025,476	973	921
Crane 1 Acquisition Parent Holdings, L.P. [7]		Commercial Services & Supplies	—	—	130	120	220
C5MI Holdco, LLC. - Common Equity [8]		IT Services	—	—	1,659,050	1,659	1,654
Delta InvestCo LP (Sigma Defense Systems, LLC) [7], [8]		IT Services	—	—	804,615	763	1,500
Delta InvestCo LP (Sigma Defense Systems, LLC) [7], [8], [9]		IT Services	—	—	200,255	—	—
DUGGAL EQUITY, LP – Common Equity		Marketing Services	—	—	686,400	686	686
eCommission Holding Corporation [7], [10]		Banking, Finance, Insurance & Real Estate	—	—	20	237	639
EDS Topco, LP		Electronic Equipment, Instruments, and Components	—	—	1,125,000	1,125	1,256
Exigo, LLC		Software	—	—	541,667	542	586
FedHC InvestCo LP [7], [8]		Aerospace and Defense	—	—	21,665	727	1,773
FedHC InvestCo LP [7], [8], [9]		Aerospace and Defense	—	—	7,566	—	—
Five Star Parent Holdings, LLC		Hotels, Restaurants and Leisure	—	—	655,714	656	647
Gauge ETE Blocker, LLC		Diversified Consumer Services	—	—	374,444	374	285
Gauge Lash Coinvest LLC [7]		Personal Products	—	—	1,840,021	1,393	5,349
Gauge Loving Tan, LP		Personal Products	—	—	2,914,701	2,915	3,207
Gauge Schlesinger Coinvest LLC [7]		Professional Services	—	—	465	476	268
GCOM InvestCo LP		IT Services	—	—	19,184	3,342	4,555
GGG Topco, LLC – Common Equity [8]		Diversified Consumer Services	—	—	2,759,800	2,760	2,760
GMP Hills, L.P.		Distributors	—	—	4,430,843	4,431	4,342
Hancock Claims Consultants Investors, LLC [7], [8]		Insurance	—	—	450,000	448	275
HPA SPQ Aggregator LP		Professional Services	—	—	750,399	750	842
HV Watterson Holdings, LLC		Professional Services	—	—	100,000	100	16
Icon Partners V C, L.P.		Internet Software and Services	—	—	1,870,915	1,871	1,872
Icon Partners V C, L.P. [7], [9]		Internet Software and Services	—	—	629,085	—	—
IIN Group Holdings, LLC [8]		Consumer Services	—	—	1,000	1,000	—
Imagine Topco, LP (Common)		Software	—	—	1,236,027	—	—
IHS Parent Holdngs, L.P.		Commercial Services & Supplies	—	—	1,218,045	1,218	1,535
Ironclad Holdco, LLC (Applied Technical Services, LLC) [7]		Commercial Services & Supplies	—	—	6,355	668	988
ITC Infusion Co-invest, LP [8]		Healthcare Equipment and Supplies	—	—	116,032	1,175	1,745
Kinetic Purchaser, LLC		Personal Products	—	—	1,734,775	1,735	1,985
KL Stockton Co-Invest LP (Any Hour Services) [7], [8]		Energy Equipment and Services	—	—	382,353	385	884
LEP Pequod Holdings, LP		Financial Services	—	—	350	865	1,004
Lightspeed Investment Holdco LLC [7]		Healthcare Technology	—	—	585,587	586	2,118
LJ Avalon, LP		Construction & Engineering	—	—	1,638,043	1,638	1,998
Lucky Bucks, LLC		Hotels, Restaurants and Leisure	—	—	73,870	2,062	904
Magnolia Topco LP - Class A Common Equity [8]		Automobiles	—	—	46,974	—	—
Magnolia Topco LP - Class B Common Equity [8]		Automobiles	—	—	30,926	—	—
MDI Aggregator, LP		Commodity Chemicals	—	—	10,761	1,078	1,250

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2024
(in thousands, except share data)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [4]	Par / Shares	Cost	Fair Value [2]
Meadowlark Title, LLC [8]		Professional Services	—	—	819,231	806	—
Megawatt Acquisition Partners, LLC - Common A Equity		Electronic Equipment, Instruments, and Components	—	—	1,040	104	83
Municipal Emergency Services, Inc. [7]		Distributors	—	—	1,973,370	2,005	3,157
NEPRT Parent Holdings, LLC (Recteq, LLC) [7], [8]		Leisure Products	—	—	1,494	1,438	100
New Insight Holdings, Inc. - Common Equity		Business Services	—	—	158,348	2,771	2,771
New Medina Health, LLC [8]		Healthcare Providers and Services	—	—	2,672,646	2,673	4,171
NFS - CFP Holdings LLC		Commercial Services & Supplies	—	—	1,337,017	1,337	1,337
NORA Parent Holdings, LLC [8]		Healthcare Providers and Services	—	—	2,544	2,525	2,256
North Haven Saints Equity Holdings, LP [8]		Healthcare Technology	—	—	223,602	224	241
NXOF Holdings, Inc. (Tyto Athene, LLC) [7]		IT Services	—	—	37,561	496	—
OceanSound Discovery Equity, LP (Holdco Sands Intermediate, LLC) [7], [8]		Aerospace and Defense	—	—	173,638	1,736	1,761
OES Co-Invest, LP - Class A Common Equity		Diversified Consumer Services	—	—	1,560	1,574	1,739
OHCP V BC COI, L.P.		Distributors	—	—	1,158,239	1,158	738
OHCP V BC COI, L.P. [9]		Distributors	—	—	91,761	—	(33)
ORL Holdco, Inc		Consumer Finance	—	—	1,474	15	—
OSP Embedded Aggregator, LP		Aerospace and Defense	—	—	1,727,679	1,728	1,098
Output Services Group, Inc.		Business Services	—	—	80,170	642	701
PAR Excellence Holdings, Inc. - Common Equity		Healthcare Technology	—	—	1,902,200	1,902	1,902
PCS Parent, LP - Common Equity		Professional Services	—	—	423,247	423	444
PennantPark-TSO Senior Loan Fund, LP [7], [10]		Financial Services	—	—	11,167,847	11,168	9,186
Pink Lily Holdco, LLC [8]		Textiles, Apparel and Luxury Goods	—	—	1,735	1,735	—
Pragmatic Institute, LLC		Professional Services	—	—	610,583	611	—
Quad (U.S.) Co-Invest, L.P.		Professional Services	—	—	266,864	267	341
QuantiTech InvestCo LP [7], [8]		Aerospace and Defense	—	—	700	0	172
QuantiTech InvestCo LP [7], [8], [9]		Aerospace and Defense	—	—	955	—	—
QuantiTech InvestCo II LP [7], [8]		Aerospace and Defense	—	—	40	14	12
RFMG Parent, LP (Rancho Health MSO, Inc.) [7]		Healthcare Equipment and Supplies	—	—	1,050,000	1,050	1,309
Safe Haven Defense MidCo, LLC - Common Equity [8]		Building Products	—	—	596	596	648.00
SBI Holdings Investments LLC (Sales Benchmark Index LLC) [7]		Professional Services	—	—	64,634	646	716
Seaway Topco, LP		Chemicals, Plastics and Rubber	—	—	296	296	199
SP L2 Holdings, LLC (Ledge Lounger, Inc.)		Leisure Products	—	—	360,103	360	14
SSC Dominion Holdings, LLC - Class B (US Dominion, Inc.) [7]		Capital Equipment	—	—	12	12	1,385
StellPen Holdings, LLC (CF512, Inc.) [7]		Media	—	—	161,538	162	141
SV Aero Holdings, LLC [8]		Aerospace and Defense	—	—	61	535	1,157
TAC LifePort Holdings, LLC [7], [8]		Aerospace and Defense	—	—	533,833	502	815
TCG 3.0 Jogger Co-Invest, LP		Media	—	—	9,108	1,760	1,357
Tower Arch Infolinks Media, LP (Infolinks Media Buyco, LLC) [8]		Media	—	—	221,296	103	335
Tower Arch Infolinks Media, LP (Infolinks Media Buyco, LLC) [8], [9]		Media	—	—	144,310	0	—
TPC Holding Company, LP [7]		Food Products	—	—	21,527	22	113
TPCN Holdings, LLC - Common Equity [8]		Diversified Consumer Services	—	—	1,053,200	1,053	864.00
TWD Parent Holdings, LLC (The Vertex Companies, LLC) [7]		Construction & Engineering	—	—	749	1	8
UniTek Global Services, Inc.(C)		Telecommunications	—	—	213,739	—	—
UniVista Insurance [7], [8]		Insurance	—	—	400	334	844
Urology Partners Co., L.P.		Healthcare Providers and Services	—	—	694,444	694	740
Walker Edison Holdco LLC		Healthcare Providers and Services	—	—	36,458	3,393	—
Watchtower Holdings, LLC [8]		Electronic Equipment, Instruments, and Components	—	—	12,419	1,242	1,292
WCP IvyRehab Coinvestment, LP [8]		Healthcare Providers and Services	—	—	208	208	221
WCP IvyRehab QP CF Feeder, LP [8]		Healthcare Providers and Services	—	—	3,754	3,793	3,987
WCP Ivyrehab QP CF Feeder, LP. - Unfunded [8], [9]		Healthcare Providers and Services	—	—	246	—	—
Wildcat Parent, LP (Wildcat Buyerco, Inc.) [7]		Electronic Equipment, Instruments, and Components	—	—	2,240	95	816
UniTek Global Services, Inc.(W)		Telecommunications	—	—	23,889	—	—
Kentucky Racing Holdco, LLC (Warrants) [8]		Hotels, Restaurants and Leisure	—	—	87,345	—	927
Total Common Equity/Warrants						$ 115,289	$ 139,207
Total Investments in Non-Controlled, Non-Affiliated Portfolio Companies						$ 1,622,669	$ 1,632,269
Investments in Controlled, Affiliated Portfolio Companies - 40.0% of Net Assets [3], [8]							
First Lien Secured Debt - 31.3% of Net Assets							
Marketplace Events, LLC - Super Priority First Lien Term Loan [7]	09/30/2025	Media: Diversified and Production	10.26%	3M SOFR+540	10,213	10,213	10,213
Marketplace Events, LLC - Super Priority First Lien [7]	09/30/2025	Media: Diversified and Production	—	—	3,122	—	—
Marketplace Events, LLC	09/30/2026	Media: Diversified and Production	10.26%	3M SOFR+540	26,771	22,558	26,771
PennantPark Senior Secured Loan Fund I LLC [7], [10]	05/06/2029	Financial Services	13.28%	3M SOFR+800	237,650	237,650	237,650
Total First Lien Secured Debt						$ 270,421	$ 274,634
Equity Interests - 8.7% of Net Assets							
New MPE Holdings, LLC - Common Equity [8]		Media: Diversified and Production	—	—	349	—	20,123
PennantPark Senior Secured Loan Fund I LLC [7], [10]		Financial Services	—	—	101,850	101,850	56,478
Total Equity Interests						$ 101,850	$ 76,601
Total Investments in Controlled, Affiliated Portfolio Companies						372,271	351,235
Total Investments - 226.1% of Net Assets [12], [13]						$ 1,994,940	$ 1,983,504
Cash and Cash Equivalents - 12.8% of Net Assets							
BlackRock Federal FD Institutional 81 (Money Market)			5.03%			22,211	22,211
Non-Money Market Cash						89,835	89,839

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2024
(in thousands, except share data)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par / Shares	Cost	Fair Value [2]
Total Cash and Cash Equivalents						112,046	112,050
Total Investments and Cash Equivalents - 238.9% of Net Assets						$ 2,106,986	$ 2,095,554
Liabilities in Excess of Other Assets - (138.9)% of Net Assets							(1,218,260)
Net Assets - 100%							$ 877,294

(1)Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable Secured Overnight Financing Rate, or "SOFR", or Prime rate, or "P, or Sterling Overnight Index Average, or "SONIA." The spread may change based on the type of rate used. The terms in the Schedule of Investments disclose the actual interest rate in effect as of the reporting period. SOFR loans are typically indexed to a 30-day, 90-day or 180-day SOFR rates (1M S, 3M S, or 6M S, respectively) at the borrower's option. SONIA loans are typically indexed daily for GBP loans with a quarterly frequency payment. All securities are subject to a SOFR or Prime rate floor where a spread is provided, unless noted. The spread provided includes PIK interest and other fee rates, if any.

(2)Valued based on our accounting policy (See Note 2). The value of all securities was determined using significant unobservable inputs. (See Note 5)

(3)The provisions of the 1940 Act classify investments based on the level of control that we maintain in a particular portfolio company. As defined in the 1940 Act, a company is generally presumed to be "non-controlled" when we own 25% or less of the portfolio company's voting securities and "controlled" when we own more than 25% of the portfolio company's voting securities.

(4)The provisions of the 1940 Act classify investments further based on the level of ownership that we maintain in a particular portfolio company. As defined in the 1940 Act, a company is generally deemed as "non-affiliated" when we own less than 5% of a portfolio company's voting securities and "affiliated" when we own 5% or more of a portfolio company's voting securities.

(5)Partial non-accrual PIK securities

(6)Non-income producing securities.

(7)The securities, or a portion thereof, are not 1) pledged as collateral under the Credit Facility and held through Funding I; or 2) securing the 2036-R Asset-Backed Debt and held through PennantPark CLO I, Ltd.; or 3) 2036 Asset-Backed Debt and held through PennantPark CLO VIII, Ltd

(8)Investment is held through our Taxable Subsidiary.

(9)Represents the purchase of a security with delayed settlement or a revolving line of credit that is currently an unfunded investment. This security does not earn a basis point spread above an index while it is unfunded.

(10)The investment is treated as a non-qualifying asset under Section 55(a) of the 1940 Act. Under the 1940 Act, we may not acquire any non-qualifying asset unless, at the time the acquisition is made, qualifying assets represent at least 70% of our total assets. As of September 30, 2024, qualifying assets represent 86% of our total assets and non-qualifying assets represent 14% of our total assets.

(11)Non-accrual security

(12)All investments are in US Companies unless noted otherwise. Total cost, fair value, and percentage of Net Assets for the U.S. Companies were $1,994.9 million, $1,983.5 million, and 226.1%

(13)All of our investments are not registered under the 1933Act and have restrictions on resale.

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. ORGANIZATION

PennantPark Floating Rate Capital Ltd. was organized as a Maryland corporation in October 2010. We are a closed-end, externally managed, non-diversified investment company that has elected to be treated as a BDC under the 1940 Act. On April 14, 2022, listing and trading of the Company's common stock commenced on the New York Stock Exchange after the Company voluntarily withdrew the principal listing of its common stock from the Nasdaq Stock Market LLC effective at market close on April 13, 2022.

Our investment objectives are to generate both current income and capital appreciation while seeking to preserve capital. We seek to achieve our investment objective by investing primarily in floating rate loans and other investments made to U.S. middle-market private companies whose debt is rated below investment grade. Floating rate loans pay interest at variable rates, which are determined periodically, on the basis of a floating base lending rate such as SOFR, with or without a floor, plus a fixed spread. Under normal market conditions, we generally expect that at least 80% of the value of our managed assets will be invested in floating rate loans and other investments bearing a variable rate of interest, which may include, from time to time, variable rate derivative instruments. We generally expect that first lien secured debt will represent at least 65% of our overall portfolio. We generally expect to invest up to 35% of our overall portfolio opportunistically in other types of investments, including second lien secured debt, subordinated debt, and, to a lesser extent, equity investments.

We execute our investment strategy directly and through our wholly owned subsidiaries, our unconsolidated joint venture and unconsolidated limited partnership. The term "subsidiary" means entities that primarily engage in investment activities in securities or other assets are wholly owned by us. The Company does not intend to create or acquire primary control of an entity which primarily engages in investment activities of securities or other assets other than entities wholly owned by the Company. We comply with the provisions of Section 17 of the 1940 Act related to affiliated transactions and custody. To the extent that the Company forms a subsidiary advised by an investment adviser other than the Investment Adviser, the investment adviser to such subsidiaries will comply with the provisions of the 1940 Act relating to investment advisory contracts, including but not limited to, Section 15, as if it were an investment adviser to the Company under Section 2(a)(20) of the 1940 Act.

We have entered into an investment management agreement, or the Investment Management Agreement with the Investment Adviser, an external adviser that manages our day-to-day operations. We have also entered into an administration agreement, or the Administration Agreement with the Administrator, which provides the administrative services necessary for us to operate.

Funding I, our wholly-owned subsidiary and a special purpose entity, was organized in Delaware as a limited liability company in May 2011. We formed Funding I in order to establish the Credit Facility. The Investment Adviser serves as the collateral manager to Funding I and has irrevocably directed that the management fee owed with respect to such services is to be paid to us so long as the Investment Adviser remains the collateral manager. This arrangement does not increase our consolidated management fee. The Credit Facility allows Funding I to borrow up to $718 million at SOFR (or an alternative risk-free floating interest rate index) plus 200 basis points during the revolving period. The Credit Facility is secured by all of the assets held by Funding I. See Note 11.

We have formed and expect to continue to form certain taxable subsidiaries, including the Taxable Subsidiary, which are subject to tax as corporations. These taxable subsidiaries allow us to hold equity securities of certain portfolio companies treated as pass-through entities for U.S. federal income tax purposes while facilitating our ability to qualify as a RIC under the Code.

In May 2017, we and Kemper formed PSSL, an unconsolidated joint venture. PSSL invests primarily in middle-market and other corporate debt securities consistent with our strategy. PSSL was formed as a Delaware limited liability company. See Note 4.

In November 2017, we issued $138.6 million of our 2023 Notes. The principal on the 2023 Notes were payable in four annual installments as follows: 15% of the original principal amount on December 15, 2020, 15% of the original principal amount on December 15, 2021, 15% of the original principal amount on December 15, 2022 and 55% on December 15, 2023. On December 15, 2023, the remaining outstanding 2023 Notes were repaid in full. The 2023 Notes were general, unsecured obligations and ranked equal in right of payment with all of our existing and future senior unsecured indebtedness. The 2023 Notes were listed on the TASE and, in connection with this offering, we dual listed our common stock on the TASE.

On February 7, 2024 the Company filed a notice with the Israel Securities Authority and the TASE voluntarily requesting to de-list the Company's common stock from trading on the TASE. The last day of trading on the TASE was May 6, 2024 and the de-listing of the Company's common stock from the TASE took effect on May 8, 2024.

In September 2019, the Securitization Issuers completed the Debt Securitization. The 2031 Asset-Backed Debt is secured by a diversified portfolio of the Securitization Issuer consisting primarily of middle market loans and participation interests in middle market loans. The 2031 Asset-Backed Debt is scheduled to mature on October 15, 2031. On the closing date of the Debt Securitization, in consideration of our transfer to the Securitization Issuer of the initial closing date loan portfolio, which included loans distributed to us by certain of our wholly-owned subsidiaries, the Securitization Issuer transferred to us 100% of the Preferred Shares of the Securitization Issuer, 100% of the Class D Secured Deferrable Floating Rate Notes issued by the Securitization Issuer, and a portion of the net cash proceeds received from the sale of the 2031 Asset-Backed Debt. See Note 11.

In July 2024, the 2031 Asset-Backed Debt was refinanced through a $351.0 million debt securitization in the form of a collateralized loan obligation, or the "2036-R Asset-Backed Debt". The Company retained $85.0 million of the debt securitization. The 2036-R Asset-Backed Debt is secured by a diversified portfolio of primarily middle market loans and participation interest in middle market loans. The 2036-R Asset Backed Debt is schedule to mature in July 2036.

On February 22, 2024, the 2036 Securitization Issuer completed the 2036 Securitization. The 2036 Asset-Backed Debt is secured by a diversified portfolio of the 2036-Securitization Issuer consisting primarily of middle market loans and participation interests in middle market loans. The 2036 Asset-Backed Debt is scheduled to mature in April 2036. On the closing date of the 2036 Securitization, in consideration of our transfer to the 2036 Securitization Issuer of the initial closing date loan portfolio, which included loans distributed to us by certain of our wholly-owned subsidiaries. See Note 11.

In February 2025, the 2037 Securitization Issuer completed a $474.6 million term debt securitization (the "2037 Debt Securitization"). The Company retained $85.1 million of subordinated notes and $28.5 million of BBB-(sf) Class D Notes of the debt securitization issued by the 2037 Securitization Issuer. The 2037 Asset-Backed Debt is secured by a diversified portfolio of the 2037-Securitization Issuer consisting primarily of middle market loans and participation interests in middle market loans. The 2037 Asset-Backed Debt is scheduled to mature on April 20, 2037. See Note 11.

In March 2021 and October 2021, we issued $100.0 million and $85.0 million, respectively, in aggregate principal amount of our 2026 Notes at a public offering price per note of 99.4% and 101.5% respectively. Interest on the 2026 Notes is paid semi-annually on April 1 and October 1 of each year, at a rate of 4.25% per year, commencing October 1, 2021. The effective interest rate is 4.15%. The 2026 Notes mature on April 1, 2026 and may be redeemed in whole or in part at our option subject to a make-whole premium if redeemed more than three months prior to maturity. The 2026 Notes are general, unsecured obligations and rank equal in right of payment with all

of our existing and future senior unsecured indebtedness. The 2026 Notes are effectively subordinated to our existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness and structurally subordinated to all existing and future indebtedness and other obligations of any of our subsidiaries, financing vehicles, or similar facilities. We do not intend to list the 2026 Notes on any securities exchange or automated dealer quotation system.

In April 2021, we formed PennantPark-TSO Senior Loan Fund LP, ("PTSF") , an unconsolidated limited partnership, organized as a Delaware limited liability partnership. We sold $81.4 million in investments to a wholly-owned subsidiary of PTSF in exchange for cash in the amount of $69.5 million and an $11.9 million equity interest in PTSF representing 23.08% of the total outstanding Class A Units of PTSF. We recognized $0.4 million of realized gain upon the formation of PTSF. As of September 30, 2021, our capital commitment of $15.3 million was fully funded and we held 23.08% of the total outstanding Class A Units of PTSF and a 4.99% voting interest in the general partner which manages PTSF.

In August 2025, in connection with the winding down of PTSF, an unconsolidated limited partnership, the Company acquired a portfolio of approximately $250 million of assets, including from TSO Puma SPV, LLC, an affiliate of Towerbrook Capital Partners. This portfolio includes assets with which the Company's Investment Adviser is familiar. The average spread and credit statistics are generally in-line with PFLT's existing portfolio. The Company acquired these assets at their most recent fair market value. As of August 27, 2025, PFLT was the only remaining partner in PTSF, and as a result the entity became a wholly-owned consolidated subsidiary as of that date.

On February 4, 2022, we formed PFLT Investment Holdings II, LLC, a Delaware limited liability company ("Holdings II"), as a wholly owned subsidiary. On December 31, 2022, we contributed 100% of our interests in PFLT Investment Holdings, LLC ("Holdings") to Holdings II. Effective as of January 1, 2024, Holdings II made an election to be treated as a corporation for U.S. federal income tax purposes. On January 3, 2024, we purchased an equity interest in Holdings from Holdings II and Holdings became a partnership for U.S. federal income tax purposes. The company and Holdings II entered into a limited liability company agreement with respect to Holdings that provides for certain payments and the sharing of income, gain, loss, and deductions attributable to Holdings' investments.

On August 8, 2025, we and a fund managed by Hamilton Lane ("HL") formed PennantPark Senior Secured Loan Fund II LLC ("PSSL II") an unconsolidated joint venture. PSSL II is expected to invest primarily in middle market loans and other corporate debt securities consistent with our strategy. PSSL II was formed as a Delaware limited liability company. See Note 4.

In July 2024, the Company established a $500.0 million ATM Program and terminated the existing $250.0 million ATM Program, each an at the market offering program, or "ATM Program", and together "ATM Programs".

During the years ended September 30, 2025, and 2024 we issued 21,638,000 shares and 18,845,194 shares of our Common Stock, respectively, under ATM Programs at a weighted-average price of $11.34 and $11.35 per share, respectively, raising $244.8 million and $213.3 million of net proceeds after commissions to the sales agents and inclusive of proceeds from the Investment Adviser to ensure that all shares were sold at or above NAV. We incurred $0.3 million and $0.8 million, respectively, of legal and other offering costs associated with establishing the ATM Programs. As of September 30, 2025, and 2024, we had $192.2 million and $437.3 million available under the respective ATM Programs.

Since inception of the ATM Programs through September 30, 2025, we issued 49,486,081 shares of our Common Stock under the ATM Programs at a weighted-average price of $11.27, raising $557.6 million of net proceeds after commissions to the sales agents and inclusive of proceeds from the Investment Adviser to ensure that all shares were sold at or above NAV. We incurred $1.5 million of legal and other offering costs associated with establishing the ATM Programs.

We are operated by a person who has claimed an exclusion from the definition of the term “commodity pool operator” under the Commodity Exchange Act of 1936, as amended, or the Commodity Exchange Act, and, therefore, is not subject to registration or regulation as a commodity pool operator under the Commodity Exchange Act.

2. SIGNIFICANT ACCOUNTING POLICIES

The preparation of our Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles, or GAAP, requires management to make estimates and assumptions that affect the reported amount of our assets and liabilities at the date of the Consolidated Financial Statements and the reported amounts of income and expenses during the reported periods. In the opinion of management, all adjustments, which are of a normal recurring nature, considered necessary for the fair presentation of financial statements have been included. Changes in the economic and regulatory environment, financial markets, the credit worthiness of our portfolio companies and any other parameters used in determining these estimates and assumptions could cause actual results to differ from these estimates and assumptions. We may reclassify certain prior period amounts to conform to the current period presentation. We have eliminated all intercompany balances and transactions. References to the Financial Accounting Standards Board’s, or FASB’s, Accounting Standards Codification, as amended, or ASC, serve as a single source of accounting literature. Subsequent events are evaluated and disclosed as appropriate for events occurring through the date the Consolidated Financial Statements are issued.

Our Consolidated Financial Statements are prepared in accordance with GAAP, consistent with ASC Topic 946, Financial Services – Investment Companies, and pursuant to the requirements for reporting on Form 10-K/Q and Articles 6, 10 and 12 of Regulation S-X, as appropriate. In accordance with Article 6-09 of Regulation S-X, we have provided a Consolidated Statement of Changes in Net Assets in lieu of a Consolidated Statement of Changes in Stockholders’ Equity.

Our significant accounting policies consistently applied are as follows:

(a) Investment Valuations

We expect that there may not be readily available market values for many of the investments, which are or will be in our portfolio, and we value such investments at fair value as determined in good faith by or under the direction of our board of directors using a documented valuation policy and a consistently applied valuation process, as described in this Report. With respect to investments for which there is no readily available market value, the factors that the board of directors may take into account in pricing our investments at fair value include, as relevant, the nature and realizable value of any collateral, the portfolio company’s ability to make payments and its earnings and discounted cash flow, the markets in which the portfolio company does business, comparison to publicly traded securities and other relevant factors. When an external event such as a purchase transaction, public offering or subsequent equity sale occurs, we consider the pricing indicated by the external event to corroborate or revise our valuation. Due to the inherent uncertainty of determining the fair value of investments that do not have a readily available market value, the price used in an actual transaction may be different than our valuation and the difference may be material. See Note 5.

Our portfolio generally consists of illiquid securities, including debt and equity investments. With respect to investments for which market quotations are not readily available, or for which market quotations are deemed not reflective of the fair value, our board of directors undertakes a multi-step valuation process each quarter, as described below:

(1)Our quarterly valuation process begins with each portfolio company or investment being initially valued by the investment professionals of our Investment Adviser responsible for the portfolio investment;

(2)Preliminary valuation conclusions are then documented and discussed with the management of the Investment Adviser;

(3)Our board of directors also engages independent valuation firms to conduct independent appraisals of our investments for which market quotations are not readily available or are readily available but deemed not reflective of the fair value of the investment. The independent valuation firms review management's preliminary valuations in light of their own independent assessment and also in light of any market quotations obtained from an independent pricing service, broker, dealer or market maker;

(4)The audit committee of our board of directors reviews the valuations of our Investment Adviser and those of the independent valuation firms on a quarterly basis, periodically assesses the valuation methodologies of the independent valuation firms, and responds to and supplements the valuation recommendations of the independent valuation firms to reflect any comments; and

(5)Our board of directors discusses these valuations and determines the fair value of each investment in our portfolio in good faith, based on the input of our Investment Adviser, the respective independent valuation firms and the audit committee.

Our board of directors generally uses market quotations to assess the value of our investments for which market quotations are readily available. We obtain these market values from independent pricing services or at bid prices obtained from at least two brokers or dealers, if available, or otherwise from a principal market maker or a primary market dealer. The Investment Adviser assesses the source and reliability of bids from brokers or dealers. If the board of directors has a bona fide reason to believe any such market quote does not reflect the fair value of an investment, it may independently value such investments by using the valuation procedure that it uses with respect to assets for which market quotations are not readily available.

(b) Security Transactions, Revenue Recognition, and Realized/Unrealized Gains or Losses

Security transactions are recorded on a trade-date basis. We measure realized gains or losses by the difference between the net proceeds from the repayment or sale and the amortized cost basis of the investment, using the specific identification method, without regard to unrealized appreciation or depreciation previously recognized, but considering prepayment penalties. Net change in unrealized appreciation or depreciation reflects the change in the fair values of our portfolio investments, the Credit Facility, and the 2023 Notes during the reporting period, including any reversal of previously recorded unrealized appreciation or depreciation, when gains or losses are realized.

We record interest income on an accrual basis to the extent that we expect to collect such amounts. For loans and debt investments with contractual PIK interest, which represents interest accrued and added to the loan balance that generally becomes due at maturity, we will generally not accrue PIK interest when the portfolio company valuation indicates that such PIK interest is not collectable. We do not accrue as a receivable interest on loans and debt investments if we have reason to doubt our ability to collect such interest. Loan origination fees, original issue discount, or OID, market discount or premium and deferred financing costs on liabilities, which we do not fair value, are capitalized and then accreted or amortized using the effective interest method as interest income or, in the case of deferred financing costs, as interest expense. We record prepayment penalties earned on loans and debt investments as income. Dividend income, if any, is recognized on an accrual basis on the ex-dividend date to the extent that we expect to collect such amounts. From time to time, the Company receives certain fees from portfolio companies, which are non-recurring in nature. Such fees include loan prepayment penalties, structuring fees and amendment fees, and are recorded as other investment income when earned. Litigation settlements are accounted for in accordance with the gain contingency provisions of ASC Subtopic 450-30, Gain Contingencies, or ASC 450-30.

Loans are placed on non-accrual status when principal or interest payments are past due 30 days or more and/or if there is reasonable doubt that principal or interest will be collected. Accrued interest is generally reversed when a loan is placed on non-accrual status. Interest payments received on non-accrual loans may be recognized as income or applied to principal depending upon management’s judgment. Non-accrual loans are restored to accrual status when past due principal and interest is paid and, in management’s judgment, are likely to remain current. As of September 30, 2025, we had three portfolio companies on non-accrual, representing 0.4% and 0.2% of our overall portfolio on a cost and fair value basis, respectively. As of September 30, 2024, we had two portfolio companies on non-accrual, representing 0.4% and 0.2% percent of our overall portfolio on a cost and fair value basis, respectively.

(c) Income Taxes

We have complied with the requirements of Subchapter M of the Code and have qualified to be treated as a RIC for federal income tax purposes. In this regard, we account for income taxes using the asset and liability method prescribed by ASC Topic 740, Income Taxes, or ASC 740. Under this method, income taxes are provided for amounts currently payable and for amounts deferred as tax assets and liabilities based on differences between the financial statement carrying amounts and the tax basis of existing assets and liabilities. Based upon our qualification and election to be treated as a RIC for U.S federal income tax purposes, we typically do not incur any material federal income taxes. However, we may choose to retain a portion of our calendar year income, which may result in the imposition of a federal tax, or we may incur taxes through our taxable subsidiaries, including the Taxable Subsidiary. For the years ended September 30, 2025, 2024 ,and 2023, we recorded a provision for taxes on net investment income of $0.9 million, $1.1 million and $1.0 million, respectively, pertaining to federal excise tax.

We recognize the effect of a tax position in our Consolidated Financial Statements in accordance with ASC 740 when it is more likely than not, based on the technical merits, that the position will be sustained upon examination by the applicable tax authority. Tax positions not considered to satisfy the “more-likely-than-not” threshold would be recorded as a tax expense or benefit. Penalties or interest, if applicable, that may be assessed relating to income taxes would be classified as other operating expenses in the financial statements. There were no tax accruals relating to uncertain tax positions and no amounts accrued for any related interest or penalties with respect to the periods presented herein. The Company’s determinations regarding ASC 740 may be subject to review and adjustment at a later date based upon factors including, but not limited to, an ongoing analysis of tax laws, regulations and interpretations thereof. Although the Company files both federal and state income tax returns, the Company’s major tax jurisdiction is federal.

The Taxable Subsidiary is subject to U.S. federal, state and local corporate income taxes. The income tax expense and related tax liabilities of the Taxable Subsidiary are reflected in the Company’s consolidated financial statements.

For the year ended September 30, 2025, the Company recognized a provision for taxes of $(0.2) million on unrealized appreciation (depreciation) on investments by the Taxable Subsidiary. For the year ended September 30, 2024, the Company recognized a provision for taxes of $0.1 million on unrealized appreciation (depreciation) on investments by the Taxable Subsidiary. The provision for taxes on unrealized appreciation on investments is the result of netting (i) the expected tax liability on gains from sales of investments and (ii) the expected tax benefit from the use of losses in the current year. As of September 30, 2025 and 2024, $1.9 million and $1.7 million, respectively, was accrued as a deferred tax liability on the Consolidated Statements of Assets and Liabilities relating to unrealized gain on investments held by the Taxable Subsidiary. As of September 30, 2025 and 2024, the Company recognized a provision for taxes on realized gain on investments held by the Taxable Subsidiary of $0.1 million and $0.1 million, respectively.

During the year ended September 30, 2025, 2024 and 2023 the Company paid zero, zero, and zero, respectively, in federal taxes on realized gains on the sale of investments held by the Taxable Subsidiary. The state and local tax liability of zero as of September 30, 2025 is included under accrued other expenses in the consolidated statement of assets and liabilities.

The Taxable Subsidiary, which is subject to tax as a corporation, allows us to hold equity securities of certain portfolio companies treated as pass-through entities for U.S. federal income tax purposes while facilitating our ability to qualify as a RIC under the Code.

The Taxable Subsidiary, which is subject to tax as a corporation, allows us to hold equity securities of certain portfolio companies treated as pass-through entities for U.S. federal income tax purposes while facilitating our ability to qualify as a RIC under the Code because U.S. federal income tax regulations differ from GAAP, distributions in accordance with tax regulations may differ from net investment income and net realized gains recognized for financial reporting purposes. Differences between tax regulations and GAAP may be permanent or temporary. Permanent differences are reclassified among capital accounts in the consolidated financial statements of assets and liabilities to reflect their tax character. Temporary differences arise when certain items of income, expense, gain or loss are recognized at some time in the future.

(d) Distributions and Capital Transactions

Distributions to holders of our common stock are recorded on the ex-dividend date. The amount to be paid, if any, as a distribution is determined by the board of directors each quarter and is generally based upon the earnings estimated by management. Net realized capital gains, if any, may be distributed at least annually. The tax attributes for distributions will generally include ordinary income and capital gains, but may also include certain tax-qualified dividends and/or a return of capital.

Capital transactions through offerings of our common stock, are recorded when issued and offering costs are charged as a reduction of capital upon issuance of our common stock.

On July 17, 2024, we entered into the 2024 Equity Distribution Agreements with Citizens JMP Securities, LLC, Raymond James & Associates, Inc. and Truist Securities, Inc. as the sales agents (collectively the "Sales Agents" and each a "Sales Agent") in connection with the sale of our shares of common stock, with an aggregate offering price of up to $500 million under an at-the-market offering program the 2024 ATM Program. The 2024 Equity Distribution Agreements provide that we may offer and sell shares of our common stock from time to time through the Sales Agents in amounts and at times to be determined by us. Actual sales will depend on a variety of factors to be determined by us from time to time, including, market conditions and the trading price of our common stock. The Investment Adviser may, from time to time, in its sole discretion, pay some or all of the commissions payable under the 2024 Equity Distribution Agreements or make additional supplemental payments to ensure that the sales price per share of our common stock in connection with all of the 2024 ATM Program offerings, net of any commissions of the Sale Agents, will not be less than our then current NAV per share. Any such payments made by the Investment Adviser will not be subject to reimbursement by us. In connection with the entry into the 2024 Equity Distribution Agreements, the Company terminated the equity distribution agreements with each of Citizens JMP Securities LLC, Raymond James & Associates, Inc. and Truist Securities, Inc. in connection with the prior ATM Program.

During the years ended September 30, 2025, and 2024 we issued 21,638,000 shares and 18,845,194 shares of our Common Stock, respectively, under ATM Programs at a weighted-average price of $11.34 and $11.35 per share, respectively, raising $244.8 million and $213.3 million of net proceeds after commissions to the sales agents and inclusive of proceeds from the Investment Adviser to ensure that all shares were sold at or above NAV. We incurred $0.3 million and $0.8 million, respectively, of legal and other offering costs associated with establishing the ATM Programs. As of September 30, 2025, and 2024, we had $192.2 million and $437.3 million available under the respective ATM Programs.

(e) Foreign Currency Translation

Our books and records are maintained in U.S. dollars. Any foreign currency amounts are translated into U.S. dollars on the following basis:

1. Fair value of investment securities, other assets and liabilities – at the exchange rates prevailing at the end of the applicable period; and

2. Purchases and sales of investment securities, income and expenses – at the exchange rates prevailing on the respective dates of such transactions.

Although net assets and fair values are presented based on the applicable foreign exchange rates described above, we do not isolate that portion of the results of operations due to changes in foreign exchange rates on investments, other assets and debt from the fluctuations arising from changes in fair value of investments and liabilities held. Such fluctuations are included with the net realized and unrealized gain or loss from investments and liabilities.

Foreign security and currency translations may involve certain considerations and risks not typically associated with investing in U.S. companies and U.S. government securities. These risks include, but are not limited to, currency fluctuations and revaluations and future adverse political, social and economic developments, which could cause investments in foreign markets to be less liquid and prices to be more volatile than those of comparable U.S. companies or U.S. government securities.

(f) Consolidation

As permitted under Regulation S-X and as explained by ASC paragraph 946-810-45-3, PennantPark Floating Rate Capital Ltd. will generally not consolidate its investment in a company other than an investment company wholly-owned subsidiary or a controlled operating company whose business consists of providing services to us. Accordingly, we have consolidated the results of our taxable subsidiaries, including the Taxable Subsidiary, Funding I, 2036 Securitization Issuer, 2036-R Securitization Issuers, 2037 Securitization Issuer, PTSF and PTSF's GP (effective August 27, 2025; see Note 1) in our Consolidated Financial Statements. We do not consolidate our non-controlling interest in PSSL, PTSF (prior to August 27, 2025) or PTSF's GP (prior to August 27, 2025). See further description of our investment in PSSL in Note 4.

(g) Asset Transfers and Servicing

Asset transfers that do not meet ASC Topic 860, Transfers and Servicing, requirements for sale accounting treatment are reflected in the Consolidated Statements of Assets and Liabilities and the Consolidated Schedules of Investments as investments. The creditors of Funding I have received a security interest in all its assets and such assets are not intended to be available to the creditors of PennantPark Floating Rate Capital Ltd. or any of its affiliates.

(h) Segment Reporting

In accordance with ASC Topic 280 – Segment Reporting, the Company has determined that it has a single reporting segment and operating unit structure. As a result, the Company's segment accounting policies are the same as described herein and the Company does not have any intra-segment sales and transfers of assets. See Note 14 for additional information on the Company's segment accounting policies.

(i) Recent Accounting Pronouncements

In March 2020, the FASB issued Accounting Standards Update No. 2020-04, "Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting." The guidance provides optional expedients and exceptions for applying GAAP to contract modifications, hedging relationships and other transactions, subject to meeting certain criteria, that reference LIBOR or another reference rate expected to be discontinued because of the reference rate reform. ASU 2020-04 is effective for all entities as of March 12, 2020 through December 31, 2022. FASB approved an (optional) two year extension to December 31, 2024, for transitioning away from LIBOR. The Company adopted ASU 2020-04, the effect of which was not material to the consolidated financial statements and the notes thereto. re

In June 2022, the FASB issued Accounting Standards Update No. 2022-03, or ASU, 2022-03, Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions, or ASU 2022-03, which changed the fair value measurement disclosure requirements of ASC Topic 820, Fair Value Measurements and Disclosures, or ASC 820. The amendments clarify that a contractual restriction on the sale of an equity security is not considered part of the unit of account of the equity security and, therefore, is not considered in measuring fair value. The amendments also clarify that an entity cannot, as a separate unit of account, recognize and measure a contractual sale restriction. The new guidance is effective for fiscal years beginning after December 15, 2023, including interim periods therein. Early application is permitted. The Company has adopted the new accounting standard, the effect of which was not material to the consolidated financial statements and the notes thereto.

In November 2023, FASB issued ASU 2023-07, Segment Reporting (Topic 280), Improvements to Reportable Segment Disclosures to improve reportable segment disclosure requirements through enhanced disclosures about significant segment expenses. ASU 2023-07 expands public entities' segment disclosure by requiring disclosure of significant segment expenses that are regularly provided to the chief operating decision maker (the "CODM") and included within each reported measure of segment profit or loss, an amount and description of its composition for other segment items and interim disclosure of a reportable segment's profit or loss and assets. All disclosure requirements of ASU 2023-07 are required for entities with a single reportable segment. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and interim periods for fiscal years beginning December 15, 2024, and should be applied on a retrospective basis to all periods presented, noting early adoption is permitted. The Company has adopted ASU 2023-07 effective September 30, 2025 and concluded that the application of this guidance did not have a material impact on its consolidated financial statements. See Note 14 for more information on the effects of the adoption of ASU 2023-07.

In December 2023, the FASB issued ASU 2023 - 09 "Improvements to Income Tax Disclosures" ("ASU 2023 - 09"). ASU 2023 - 09 intends to improve the transparency of income tax disclosures. ASU 2023 - 09 is effective for fiscal years beginning after December 15, 2024 and is to be adopted on a prospective basis with the option to apply retrospectively. We are currently assessing the impact of this guidance, however, we do not expect a material impact to our financial statements.

3. AGREEMENTS AND RELATED PARTY TRANSACTIONS

(a) Investment Management Agreement

The Investment Management Agreement with the Investment Adviser was reapproved by our board of directors, including a majority of our directors who are not interested persons of us or the Investment Adviser, in May 2025. Under the Investment Management Agreement, the Investment Adviser, subject to the overall supervision of our board of directors, manages the day-to-day operations of and provides investment advisory services to us. The Investment Adviser serves as the collateral manager to Funding I and has irrevocably directed that any management fee owed with respect to such services is to be paid to the Company so long as the Investment Adviser remains the collateral manager. This arrangement does not increase our consolidated management fee. For providing these services, the Investment Adviser receives a fee from us consisting of two components—a base management fee and an incentive fee.

Base Management Fee

The base management fee is calculated at an annual rate of 1.00% of our "average adjusted gross assets," which equals our gross assets (net of U.S. Treasury Bills, temporary draws under any credit facility, cash and cash equivalents, repurchase agreements or other balance sheet transactions undertaken at the end of a fiscal quarter for purposes of preserving investment flexibility for the next quarter and unfunded commitments, if any) and is payable quarterly in arrears. The base management fee is calculated based on the average adjusted gross assets at the end of the two most recently completed calendar quarters, and appropriately adjusted for any share issuances or repurchases during the current calendar quarter. For example, if we sold shares on the 45th day of a quarter and did not use the proceeds from the sale to repay outstanding indebtedness, our gross assets for such quarter would give effect to the net proceeds of the issuance for only 45 days of the quarter during which the additional shares were outstanding. For the years ended September 30, 2025, 2024, and 2023, the Company recorded a base management fee expense of $23.3 million, $14.9 million, and $11.4 million, respectively.

Incentive Fee

The incentive fee has two parts, as follows:

One part is calculated and payable quarterly in arrears based on our Pre-Incentive Fee Net Investment Income for the immediately preceding calendar quarter. For this purpose, Pre-Incentive Fee Net Investment Income means interest income, dividend income and any other income, including any other fees (other than fees for providing managerial assistance), such as amendment, commitment, origination, prepayment penalties, structuring, diligence and consulting fees or other fees received from portfolio companies, accrued during the calendar quarter, minus our operating expenses for the quarter (including the base management fee, any expenses payable under the Administration Agreement and any interest expense or amendment fees under any credit facility and distribution paid on any issued and outstanding preferred stock, but excluding the incentive fee). Pre-Incentive Fee Net Investment Income includes, in the case of investments with a deferred interest feature (such as OID, debt instruments with PIK interest and zero coupon securities), accrued income not yet received in cash. Pre-Incentive Fee Net Investment Income does not include any realized capital gains, computed net of all realized capital losses or unrealized capital appreciation or depreciation. Pre-Incentive Fee Net Investment Income, expressed as a percentage of the value of our net assets at the end of the immediately preceding calendar quarter, is compared to the hurdle rate of 1.75% per quarter (7.00% annualized). We pay the Investment Adviser an incentive fee with respect to our Pre-Incentive Fee Net Investment Income in each calendar quarter as follows: (1) no incentive fee in any calendar quarter in which our Pre-Incentive Fee Net Investment Income does not exceed the hurdle rate of 1.75%, (2) 50% of our Pre-Incentive Fee Net Investment Income with respect to that portion of such Pre-Incentive Fee Net Investment Income, if any, that exceeds the hurdle rate but is less than 2.9167% in any calendar quarter (11.67% annualized) (we refer to this portion of our Pre-Incentive Fee Net Investment Income (which exceeds the hurdle but is less than 2.9167%) as the "catch-up," which is meant to provide our Investment Adviser with 20% of our Pre-Incentive Fee Net Investment Income, as if a hurdle did not apply, if this net investment income exceeds 2.9167% in any calendar quarter), and (3) 20% of the amount of our Pre-Incentive Fee Net Investment Income, if any, that exceeds 2.9167% in any calendar quarter. These calculations are pro-rated for any share issuances or repurchases during the relevant quarter, if applicable. For the years ended September 30, 2025, 2024, and 2023, the Company recorded incentive fees on net investment income of earned $26.0 million, $18.1 million, and $16.9 million, respectively.

The second part of the incentive fee is determined and payable in arrears as of the end of each calendar year (or upon termination of the Investment Management Agreement, as of the termination date) and equals 20% of our realized capital gains, if any, on a cumulative basis from inception through the end of each calendar year, computed net of all realized capital losses and unrealized capital depreciation on a cumulative basis, less the aggregate amount of any previously paid capital gain incentive fees. For the years ended September 30, 2025, 2024, and 2023, the Company did not record an incentive fee on capital gains as calculated under the Investment Management Agreement (as described above).

Under GAAP, we are required to accrue a capital gains incentive fee based upon net realized capital gains and net unrealized capital appreciation and depreciation on investments held at the end of each period. In calculating the capital gains incentive fee accrual, we considered the cumulative aggregate unrealized capital appreciation in the calculation, as a capital gains incentive fee would be payable if such unrealized capital appreciation were realized, even though such unrealized capital appreciation is not permitted to be considered in calculating the fee actually payable under the Investment Management Agreement. This accrual is calculated using the aggregate cumulative realized capital gains and losses and cumulative unrealized capital appreciation or depreciation. If such amount is positive at the end of a period, then we record a capital gains incentive fee equal to 20% of such amount, less the aggregate amount of actual capital gains related to incentive fees paid in all prior years. If such amount is negative, then there is no accrual for such year. There can be no assurance that such unrealized capital appreciation will be realized in the future. The incentive fee accrued for but, not payable, under GAAP on our unrealized and realized capital gains for the years ended September 30, 2025, 2024, and 2023 was zero, respectively.

(b) Administration Agreement

The Administration Agreement with the Administrator was reapproved by our board of directors, including a majority of the directors who are not interested persons of us, in May 2025. Under the Administration Agreement, the Administrator provides administrative services and office facilities to us. For providing these services, facilities and personnel, we have agreed to reimburse the Administrator for its allocable portion of overhead and other expenses incurred by the Administrator in performing its obligations under the Administration Agreement, including rent and our allocable portion of the costs of compensation and related expenses of our Chief Compliance Officer, Chief Financial Officer, Corporate Counsel and their respective staffs. The Administrator also offers, on our behalf, significant managerial assistance to portfolio companies to which we are required to offer such assistance. Reimbursement for certain of these costs is included in administrative services expenses in the Consolidated Statements of Operations. For the years ended September 30, 2025, 2024, and 2023, we recorded administrative expenses of $2.1 million, $1.5 million, and $0.6 million, respectively, which are included in administrative services expenses on the consolidated statements of operations. For the years ended September 30, 2025 and 2024 we had a balance of $0.3 million and $0.6 related to administration services included in Accounts payable and accrued expenses on the consolidated statements of assets and liabilities.

Under the Administration Agreement the Administrator may be reimbursed by the Company for the costs and expenses to be borne by the Company set forth above to include the costs and expenses allocable with respect to the provision of in-house legal, tax, or other professional advice and/or services to the Company,including performing due diligence on its prospective portfolio companies as deemed appropriate by the Administrator, where such in-house personnel perform services that would be paid by the Company if outside service providers provided the same services, subject to the Board's oversight.

(c) Other Related Party Transactions

The Company, the Investment Adviser and certain other affiliates have been granted an order for exemptive relief by the SEC for the Company to co-invest with other funds managed by the Investment Adviser. If we co-invest with other affiliated funds, our Investment Adviser would not receive compensation except to the extent permitted by the exemptive order and applicable law, including the limitations set forth in Section 57(k) of the 1940 Act.

During the years ended September 30, 2025, 2024, and 2023, the Company made no purchases from and sold no investments to an affiliated fund managed by our Investment Adviser in accordance with, and pursuant to procedures adopted under, Rule 17a-7 of the 1940 Act. Net realized losses on those sales for the same periods amounted to zero, zero, and zero, respectively.

For the years ended September 30, 2025, 2024, and 2023, we sold $379.7 million, $253.6 million, and $158.2 million of investments, respectively, in investments to PSSL at fair value and recognized $(0.2) million, less than $0.1 million, and $(0.2) million of net realized gains (loss) for the same periods, respectively.

For the year ended September 30, 2025 the Company acquired a portfolio of approximately $250 million of assets, including from TSO Puma SPV, LLC, an affiliate of Towerbrook Capital Partners in connection with the winding down of PTSF, an unconsolidated limited partnership. The Company acquired these assets at their most recent fair market value. As of August 27, 2025, PFLT was the only remaining partner in PTSF, and as a result the entity became a wholly-owned consolidated subsidiary as of that date. For the year ended 2025 and 2024, we sold no investments to PTSF.

As of September 30, 2025 and 2024, the Company had payable to PSSL and the Investment Adviser of $0.7 million and zero, respectively, presented as a Due to Affiliates on the consolidated statement of assets and liabilities. These amounts are related to cash owed to PSSL and the Investment Adviser from the Company in connection with trades between the funds and wind down of PTSF.

As of September 30, 2025 and 2024, the Company had a receivable from the Administrator of $0.3 million and $0.3 million, respectively, presented as Due from affiliate on the consolidated statements of assets and liabilities. This amount relates to agency fees collected on behalf of the Company.

4. INVESTMENTS

Purchases of investments, including PIK interest, for the years ended September 30, 2025, 2024, and 2023 totaled $1,746.6 million, $1,411.2 million, and $325.8 million, respectively. Sales and repayments of investments for the same years totaled $925.7 million, $514.1 million, and $399.1 million, respectively.

Investments and cash and cash equivalents consisted of the following (in thousands):

	September 30, 2025		September 30, 2024	
Investment Classification	**Cost**	**Fair Value**	**Cost**	**Fair Value**
First lien	$ 2,289,071	$ 2,275,982	$ 1,521,496	$ 1,509,048
First lien in PSSL	237,650	237,650	237,650	237,650
Second Lien	995	995	—	—
Subordinated Debt	17,387	17,986	2,632	2,693
Equity	150,565	196,397	131,312	177,635
Equity interests in PSSL	123,725	44,318	101,850	56,478
Total investments	2,819,393	2,773,328	1,994,940	1,983,504
Cash and cash equivalents	122,684	122,688	112,046	112,050
Total investments and cash and cash equivalents	$ 2,942,077	$ 2,896,016	$ 2,106,986	$ 2,095,554

The table below describes investments by industry classification and enumerates the percentage, by fair value, of the total portfolio assets (excluding cash and cash equivalents) in such industries:

Industry Classification	September 30, 2025 [1]				September 30, 2024 [1]			
	Cost	Fair Value	Fair Value Percentage	Net asset value Percentage	Cost	Fair Value	Fair Value Percentage	Net asset value Percentage
Professional Services	$ 252,226	$ 248,621	10%	23%	$ 141,651	$ 138,183	8%	16%
Aerospace and Defense	222,607	236,703	10%	22%	122,683	124,433	7%	14%
Healthcare Providers and Services	195,695	199,549	8%	19%	110,125	107,683	6%	12%
Business Services	171,987	169,086	7%	16%	54,229	53,510	3%	6%
Media	169,182	169,013	7%	16%	77,787	77,895	5%	9%
IT Services	123,257	125,392	5%	12%	101,336	102,781	6%	12%
Diversified Consumer Services	121,706	120,861	5%	11%	86,409	85,526	5%	10%
Construction & Engineering	106,806	110,299	4%	10%	72,925	74,294	4%	8%
Healthcare Technology	103,230	105,500	4%	10%	78,061	79,142	5%	9%
Personal Products	99,851	99,069	4%	9%	96,231	100,812	6%	11%
Leisure Products	97,385	95,499	4%	9%	76,093	74,296	4%	8%
Distributors	84,194	88,795	4%	8%	71,230	72,818	4%	8%
Commercial Services & Supplies	70,373	73,060	3%	7%	67,197	68,146	4%	8%
All Other	73,604	62,335	0%	6%	130,475	119,515	8%	14%
High Tech Industries	41,135	56,769	2%	5%	47,696	65,780	4%	7%
Manufacturing/Basic Industry	56,192	56,192	2%	5%	—	—	0%	0%
Electronic Equipment, Instruments, and Components	43,733	44,241	2%	4%	71,102	71,428	4%	8%
Internet Software and Services	39,660	40,012	2%	4%	21,222	21,223	1%	2%
Healthcare, Education and Childcare	36,349	36,530	1%	3%	25,265	25,534	2%	3%
Automobiles	34,935	34,207	1%	3%	13,293	12,704	1%	1%
Auto Components	31,104	32,224	1%	3%	28,834	29,915	2%	3%
Healthcare Equipment and Supplies	29,575	31,850	1%	3%	14,266	14,972	1%	2%
Government Services	28,870	29,837	1%	3%	—	—	0%	0%
Consumer Services	28,840	28,878	1%	3%	16,747	13,567	1%	2%
Independent Power and Renewable Electricity Producers	20,028	21,134	1%	2%	—	—	0%	0%
Building Products	20,322	19,964	1%	2%	13,959	14,046	1%	2%
Marketing Services	19,307	19,365	1%	2%	15,854	15,854	1%	2%
Software	17,716	17,453	1%	2%	2,583	3,016	0%	0%
Capital Equipment	13,571	15,106	1%	1%	17,839	18,959	1%	2%
Gaming	14,852	14,974	1%	2%	—	—	0%	0%
Metals and Mining	14,437	14,447	1%	1%	11,388	11,492	1%	1%
Air Freight and Logistics	14,122	13,785	1%	1%	8,333	8,426	0%	1%
Consulting Services	12,769	12,761	1%	1%	—	—	0%	0%
Food Products	12,681	12,602	1%	1%	12,239	12,663	1%	1%
Event Services	12,215	12,592	1%	1%	—	—	0%	0%
Media: Diversified and Production	12,478	11,534	0%	1%	40,987	63,417	4%	7%
Consumer products	11,024	11,121	0%	1%	7,401	7,346	0%	1%
Total	$ 2,458,018	$ 2,491,360	100%	232%	$ 1,655,440	$ 1,689,376	100%	190%

[1] Excludes investments in PSSL.

PennantPark Senior Secured Loan Fund I LLC

In May 2017, we and Kemper formed PSSL, an unconsolidated joint venture. PSSL invests primarily in middle-market and other corporate debt securities consistent with our strategy. PSSL was formed as a Delaware limited liability company. As of September 30, 2025 and September 30, 2024, PSSL had total assets of $1,153.7 million and $988.1 million, respectively, and its investment portfolio consisted of investments in 117 and 109 portfolio companies, respectively. As of September 30, 2025, at fair value, the largest investment in a single portfolio company in PSSL was $20.9 million and the five largest investments totaled $99.3 million. As of September 30, 2024, at fair value, the largest investment in a single portfolio company in PSSL was $21.3 million and the five largest investments totaled $97.3 million. PSSL invests in portfolio companies in the same industries in which we may directly invest.

We and Kemper provide capital to PSSL in the form of first lien secured debt and equity interests. As of September 30, 2025 and September 30, 2024, we and Kemper owned 87.5% and 12.5%, respectively, of each of the outstanding first lien secured debt and equity interests. As of the same dates, our investment in PSSL consisted of first lien secured debt of $237.7 million (zero remaining unfunded) and $237.7 million (zero remaining unfunded), respectively, and equity interests of $123.7 million ($65.6 million remaining unfunded) and $101.9 million (zero remaining unfunded), respectively.

We and Kemper each appointed two members to PSSL's four-person board of directors and investment committee. All material decisions with respect to PSSL, including those involving its investment portfolio, require unanimous approval of a quorum of the board of directors or investment committee. Quorum is defined as (i) the

presence of two members of the board of directors or investment committee, provided that at least one individual is present that was elected, designated or appointed by each member; (ii) the presence of three members of the board of directors or investment committee, provided that the individual that was elected, designated or appointed by the member with only one individual present shall be entitled to cast two votes on each matter; and (iii) the presence of four members of the board of directors or investment committee shall constitute a quorum, provided that two individuals are present that were elected, designated or appointed by each member.

In December 2024, PSSL entered into a $325.0 million (increased from $260.0 million) senior secured revolving credit facility which bears interest at SOFR plus 225 basis points (including a spread adjustment) with Ally Bank through its wholly-owned subsidiary, PennantPark Senior Secured Loan Facility LLC II, or PSSL Subsidiary II, subject to leverage and borrowing base restrictions.

In January 2021, PSSL completed a $300.7 million debt securitization in the form of a collateralized loan obligation, or the “2032 Asset-Backed Debt”. The 2032 Asset-Backed Debt is secured by a diversified portfolio of PennantPark CLO II, Ltd., a wholly-owned and consolidated subsidiary of PSSL, consisting primarily of middle market loans and participation interests in middle market loans. The 2032 Asset-Backed Debt is scheduled to mature in January 2032. On the closing date of the transaction, in consideration of PSSL’s transfer to PennantPark CLO II, Ltd. of the initial closing date loan portfolio, which included loans distributed to PSSL by certain of its wholly owned subsidiaries and us, PennantPark CLO II, Ltd. transferred to PSSL 100% of the Preferred Shares of PennantPark CLO II, Ltd. and 100% of the Class E Notes issued by PennantPark CLO II, Ltd.

In May 2024, PSSL completed the refinancing of the 2032 Asset-Backed Debt through a $300.7 million debt securitization in the form of a collateralized loan obligation, or the "2036 PSSL Asset-Backed Debt". The 2036 PSSL Asset-Backed Debt is secured by a diversified portfolio of PennantPark CLO II, Ltd., a wholly-owned subsidiary of PSSL, consisting primarily of middle market loans and participation interest in middle market loans. The 2036 PSSL Asset-Backed Debt is scheduled to mature in April 2036. PSSL retained the preferred shares and Class E-R Notes through a consolidated subsidiary.

In April 2023, PSSL completed a $297.8 million debt securitization in the form of a collateralized loan obligation, or the “2035 Asset-Backed Debt”. The 2035 Asset-Backed Debt is secured by a diversified portfolio of PennantPark CLO VI, LLC, a wholly-owned and consolidated subsidiary of PSSL, consisting primarily of middle market loans and participation interests in middle market loans. The 2035 Asset-Backed Debt is scheduled to mature in April 2035. On the closing date of the transaction, in consideration of PSSL’s transfer to PennantPark CLO VI, LLC of the initial closing date loan portfolio, which included loans distributed to PSSL by certain of its wholly owned subsidiaries and us, PennantPark CLO VI, LLC transferred to PSSL 100% of the Preferred Shares of CLO VI, LLC

In May 2025, PSSL through its wholly-owned and consolidated subsidiary, PennantPark CLO VI, LLC closed the refinancing of the 2035 Asset-Backed Debt through a four year reinvestment period, twelve-year final maturity $315.8 million debt securitization or the "2037-R Asset-Backed Debt." The debt in this securitization is structured in the following manner: (i) $228.0 million of Class A-R Loans, which bears interest at three-month SOFR plus 1.85%, (ii) $18.0 million of Class B-R Loans, which bears interest at three-month SOFR plus 4.50%, (iii) $18.0 million of Class C-R Loans and (iv) $51.8 million of subordinated notes. PSSL will continue to retain all of the subordinated notes and Class C-R Loans through a consolidated subsidiary. The maturity of the replacement debt and existing subordinated notes is now extended to April 2037.

In April 2025, PSSL through its wholly-owned and consolidated subsidiary, PennantPark CLO 12, LLC closed a four year reinvestment period, twelve-year final maturity $301 million debt securitization in the form of a collateralized loan obligation or the "2037 Asset-Backed Debt." The debt in this securitization is structured in the following manner: (i) $30.0 million of Class A-1 Loans, which bear interest at three-month SOFR plus 1.45%, (ii) $141.0 million of Class A-1 Notes,which bear interest at three-month SOFR plus 1.45%, (iii) $12.0 million of Class A-2 Notes, which bear interest at a three-month SOFR plus 1.60%, (iv) $21.0 million of Class B notes, which bears interest at three-month SOFR plus 1.85%, (v) $24.0 million of Class C notes, which bears interest at three-month SOFR plus 2.30%, (vi)$18.0 million Class D notes, which bears interest at three-month SOFR plus 3.30%, (vii) $55.0 million of subordinated notes. PSSL will continue to retain all of the subordinated notes through a consolidated subsidiary. The reinvestment period for the term debt securitization ends in April 2029 and the debt is scheduled to mature in April 2037. The proceeds from the debt repaid a portion of PSSL's secured revolving credit facility.

Below is a summary of PSSL’s portfolio at fair value ($ in thousands):

	September 30, 2025	September 30, 2024
Total investments	$ 1,084,649	$ 913,281
Weighted average cost yield on income producing investments	10.1%	11.4%
Number of portfolio companies in PSSL	117	109
Largest portfolio company investment	$ 20,901	$ 21,274
Total of five largest portfolio company investments	$ 99,270	$ 97,292

Below is a listing of PSSL's individual investments as of September 30, 2025 (par and $ in thousands):

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value [2]
First Lien Secured Debt - 2,106.3% of Net Assets								
ACP Avenu Buyer, LLC	10/6/2023	10/2/2029	Business Services	9.29%	SOFR+500	14,825	$ 14,649	$ 14,677
ACP Falcon Buyer, Inc.	8/22/2023	8/1/2029	Business Services	9.79%	SOFR+550	18,573	18,304	18,759
Ad.net Acquisition, LLC	5/24/2021	5/7/2026	Media	10.26%	SOFR+626	11,610	11,566	11,610
Aechelon Technology, Inc.	4/10/2025	8/16/2029	Aerospace and Defense	9.91%	SOFR+575	11,640	11,640	11,640
AFC-Dell Holding Corp.	12/23/2024	4/9/2027	Distributors	9.83%	SOFR+550	7,608	7,576	7,570
Aphix Buyer, Inc.	9/3/2025	7/17/2031	Business Services	8.91%	SOFR+475	9,000	8,951	8,955
Alpine Acquisition Corp II (4)	10/11/2022	11/30/2026	Containers and Packaging			13,154	13,012	6,840
Anteriad, LLC (f/k/a MeritDirect, LLC)	4/10/2025	6/30/2026	Media: Advertising, Printing & Publishing	9.90%	SOFR+575	4,434	4,357	4,434
Anteriad, LLC (f/k/a MeritDirect, LLC) - Incremental Term Loan	4/11/2023	6/30/2026	Media: Advertising, Printing & Publishing	9.90%	SOFR+575	4,375	4,360	4,375
Arcfield Acquisition Corp.	11/11/2024	10/28/2031	Aerospace and Defense	9.31%	SOFR+500	5,955	5,946	5,925
Archer Lewis, LLC	11/22/2024	8/28/2029	Commercial Services & Supplies	9.75%	SOFR+575	9,900	9,821	9,900
Argano, LLC	1/9/2025	9/13/2029	Business Services	9.89%	SOFR+575	9,900	9,819	9,752
Azurcon, LLC (F/K/A Tpcn Midco, LLC)	4/10/2025	6/26/2029	Diversified Consumer Services	9.75%	SOFR+575	4,975	4,865	4,831
Beacon Behavioral Support Services, LLC	10/9/2024	6/21/2029	Healthcare and Pharmaceuticals	9.50%	SOFR+550	17,748	17,549	17,748
Best Practice Associates, LLC	4/10/2025	11/8/2029	Aerospace and Defense	10.91%	SOFR+675	14,925	14,792	14,813
Beta Plus Technologies, Inc.	7/21/2022	7/2/2029	Business Services	9.75%	SOFR+575	4,850	4,794	4,802
Big Top Holdings, LLC	6/26/2024	3/1/2030	Business Services	9.25%	SOFR+525	14,671	14,458	14,671
BioDerm, Inc.	2/28/2023	1/31/2028	Healthcare and Pharmaceuticals	10.77%	SOFR+650	8,798	8,730	8,688
Blackhawk Industrial Distribution, Inc.	6/30/2022	9/17/2026	Distributors	9.40%	SOFR+540	14,816	14,714	14,557
BLC Holding Company, Inc.	4/10/2025	11/20/2030	Business Services	8.50%	SOFR+450	4,975	4,952	4,975
Boss Industries, LLC	4/10/2025	12/27/2030	Independent Power and Renewable Electricity Producers	9.00%	SOFR+500	4,975	4,904	4,975
Burgess Point Purchaser Corporation	10/3/2022	7/25/2029	Automotive	9.51%	SOFR+535	438	416	378
By Light Professional IT Services, LLC	8/28/2025	7/15/2031	High Tech Industries	9.66%	SOFR+550	5,000	5,000	4,963
C5MI Acquisition, LLC	3/7/2025	7/31/2029	IT Services	10.00%	SOFR+600	14,850	14,670	14,850
Capital Construction, LLC	8/28/2025	10/22/2026	Consumer Services	9.89%	SOFR+590	4,263	4,236	4,220
Carisk Buyer, Inc.	10/16/2024	12/3/2029	Healthcare Technology	9.00%	SOFR+500	9,925	9,863	9,925
Carnegie Dartlet, LLC	4/11/2025	2/7/2030	Media: Advertising, Printing & Publishing	9.66%	SOFR+550	15,090	14,897	14,939
Cartessa Aesthetics, LLC	4/11/2023	6/14/2028	Distributors	10.00%	SOFR+600	9,441	9,359	9,441
Case Works, LLC	4/10/2025	10/1/2029	Professional Services	9.25%	SOFR+525	14,887	14,783	14,218
CF512, Inc.	12/27/2021	8/20/2026	Media	10.36%	SOFR+619	6,483	6,447	6,418
Commercial Fire Protection Holdings, LLC	11/26/2024	9/23/2030	Commercial Services & Supplies	8.50%	SOFR+450	19,837	19,746	19,837
Confluent Health, LLC	1/12/2024	11/30/2028	Healthcare and Pharmaceuticals	11.66%	SOFR+750	6,637	6,479	6,206
CJX Borrower, LLC	7/29/2021	7/13/2027	Media	10.08%	SOFR+576	3,735	3,708	3,735
Crane 1 Services, Inc.	4/11/2023	8/16/2027	Commercial Services & Supplies	10.03%	SOFR+586	2,046	2,034	2,031
DRI Holding Inc.	9/15/2022	12/21/2028	Media	9.51%	SOFR+535	2,574	2,429	2,522
DRS Holdings III, Inc.	1/27/2021	11/3/2025	Consumer Goods: Durable	9.41%	SOFR+525	4,487	4,487	4,532
Duggal Acquisition, LLC	4/10/2025	9/30/2030	Marketing Services	8.75%	SOFR+475	4,950	4,909	4,950
Dynata, LLC - First Out Term Loan (5)	7/15/2024	7/17/2028	Diversified Consumer Services	9.46%	SOFR+526	1,347	1,273	1,341
Dynata, LLC - Last Out Term Loan	7/15/2024	10/16/2028	Diversified Consumer Services	9.96%	SOFR+576	8,354	8,354	6,802
EDS Buyer, LLC	4/11/2023	1/10/2029	Electronic Equipment, Instruments, and Components	8.75%	SOFR+475	8,776	8,694	8,797
Emergency Care Partners, LLC	11/11/2024	10/18/2027	Healthcare Providers and Services	9.00%	SOFR+500	5,940	5,911	5,940
Exigo Intermediate II, LLC	11/21/2022	3/15/2027	Software	10.51%	SOFR+635	12,416	12,335	12,416
ETE Intermediate II, LLC	6/12/2023	5/29/2029	Diversified Consumer Services	9.16%	SOFR+500	12,124	11,950	12,124
EvAL Home Care Solutions Intermediate, LLC	7/10/2024	5/10/2030	Healthcare and Pharmaceuticals	9.91%	SOFR+575	8,822	8,704	8,822
GGG MIDCO, LLC	4/10/2025	9/27/2030	Diversified Consumer Services	9.00%	SOFR+500	19,573	19,491	19,573
Global Holdings InterCo, LLC	6/8/2021	3/16/2026	Diversified Financial Services	9.74%	SOFR+560	3,505	3,503	3,505
Graffiti Buyer, Inc.	3/15/2022	8/10/2027	Trading Companies & Distributors	9.80%	SOFR+560	3,685	3,660	3,611
Halo Buyer, Inc.	5/22/2025	8/7/2029	Consumer Products	10.16%	SOFR+600	6,468	6,344	6,468
Hancock Roofing And Construction, LLC	1/27/2021	12/31/2026	Insurance	9.60%	SOFR+550	2,112	2,100	2,091
Harris & Co, LLC	11/26/2024	8/9/2030	Professional Services	9.16%	SOFR+500	19,800	19,650	19,627
HEC Purchaser Corp.	4/10/2025	6/17/2029	Healthcare and Pharmaceuticals	8.87%	SOFR+500	3,606	3,572	3,606
Hills Distribution, Inc.	5/3/2024	11/8/2029	Business Services	10.32%	SOFR+600	8,867	8,761	8,867
HW Holdco, LLC	4/11/2023	5/11/2026	Media	9.90%	SOFR+590	3,441	3,431	3,441
Imagine Acquisitionco, Inc.	3/15/2022	11/15/2027	Software	9.29%	SOFR+510	9,060	8,961	9,060
Infinity Home Services Holdco, Inc.	4/11/2023	12/28/2028	Commercial Services & Supplies	10.16%	SOFR+600	5,968	5,891	5,968
Inovex Information Systems Incorporated	3/3/2025	12/17/2030	Software	9.25%	SOFR+525	8,143	8,087	8,143
Inventus Power, Inc.	7/11/2023	1/15/2026	Consumer Goods: Durable	11.78%	SOFR+761	8,081	8,062	8,081
Kinetic Purchaser, LLC	11/30/2021	11/10/2027	Personal Products	10.15%	SOFR+615	13,492	13,344	11,468
Lash OpCo, LLC	10/14/2021	2/18/2027	Personal Products	12.16%	SOFR+785	15,508	15,400	15,120
LAV Gear Holdings, Inc. - Takeback TL (5)	7/31/2025	7/31/2029	Capital Equipment	10.10%	SOFR+594	7,612	7,612	7,612
LAV Gear Holdings, Inc. - Priority TL (5)	7/31/2025	7/31/2029	Capital Equipment	10.10%	SOFR+594	2,409	2,381	2,967
Lightspeed Buyer, Inc.	1/27/2021	2/3/2027	Healthcare Providers and Services	8.75%	SOFR+475	16,232	16,187	16,232
LJ Avalon Holdings, LLC	4/11/2023	2/1/2030	Environmental Industries	8.77%	SOFR+450	2,533	2,497	2,533
Loving Tan Intermediate II, Inc.	10/25/2023	5/31/2028	Personal Products	9.00%	SOFR+500	12,279	12,164	12,279
Lucky Bucks, LLC - First-Out Term Loan (5)	12/1/2023	10/2/2028	Hotel, Gaming and Leisure	11.66%	SOFR+765	256	256	238
Lucky Bucks, LLC - Last-Out Term Loan	5/20/2024	10/2/2029	Hotel, Gaming and Leisure	11.66%	SOFR+765	529	529	426
MAG DS Corp.	9/27/2023	4/1/2027	Aerospace and Defense	9.60%	SOFR+560	2,193	2,146	2,184
Marketplace Events Acquisition, LLC	1/13/2025	12/19/2030	Media	9.12%	SOFR+525	16,915	16,769	16,915
MBS Holdings, Inc.	6/8/2021	4/16/2027	Internet Software and Services	9.30%	SOFR+510	8,244	8,186	8,244
MDI Buyer, Inc.	4/11/2023	7/25/2028	Chemicals, Plastics and Rubber	8.95%	SOFR+475	6,251	6,181	6,251
Meadowlark Acquirer, LLC	1/29/2022	12/10/2027	Professional Services	9.65%	SOFR+565	2,323	2,303	2,323
Medina Health, LLC	11/6/2023	10/20/2028	Healthcare and Pharmaceuticals	10.25%	SOFR+625	18,833	18,613	18,927

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value [2]
Megawatt Acquisitionco, Inc.	4/29/2024	3/1/2030	Electronic Equipment, Instruments, and Components	9.25%	SOFR+525	15,514	15,338	14,769
MOREgroup Holdings, Inc.	3/22/2024	1/16/2030	Business Services	9.25%	SOFR+525	12,935	12,788	12,935
Municipal Emergency Services, Inc.	4/11/2023	10/1/2027	Distributors	9.15%	SOFR+515	3,360	3,332	3,360
NBH Group, LLC	8/25/2021	8/19/2026	Healthcare, Education & Childcare	10.12%	SOFR+585	10,352	10,304	10,352
NORA Acquisition, LLC	10/2/2023	8/31/2029	Healthcare Providers and Services	10.35%	SOFR+635	21,059	20,761	20,901
Omnia Exterior Solutions, LLC	11/1/2024	12/31/2029	Diversified Consumer Services	9.26%	SOFR+525	16,958	16,824	16,619
One Stop Mailing, LLC	7/8/2021	5/7/2027	Air Freight and Logistics	10.53%	SOFR+636	15,484	15,358	15,484
ORL Acquisition, Inc. (5)	5/22/2025	9/3/2027	Consumer Finance	13.70%	SOFR+940	2,231	2,220	1,975
OSP Embedded Purchaser, LLC	11/19/2024	12/17/2029	Aerospace and Defense	9.76%	SOFR+575	14,900	14,695	14,691
Output Services Group, Inc. - First-Out Term Loan	12/1/2023	11/30/2028	Business Services	12.71%	SOFR+843	821	821	821
Output Services Group, Inc. - Last-Out Term Loan	12/1/2023	5/30/2028	Business Services	10.96%	SOFR+668	1,667	1,667	1,667
PCS MIDCO, Inc.	4/10/2025	3/1/2030	Diversified Consumer Services	9.75%	SOFR+575	3,833	3,787	3,833
Pacific Purchaser, LLC	1/12/2024	10/2/2028	Business Services	10.42%	SOFR+625	11,818	11,669	11,770
PAR Excellence Holdings, Inc.	10/16/24	9/3/2030	Healthcare Technology	9.17%	SOFR+500	10,933	10,836	10,741
Paving Lessor Corp. First Lien -Term Loan	8/28/2025	7/1/2031	Business Services	9.25%	SOFR+525	9,963	9,896	9,888
Penta Group Holdings, Inc.	9/8/2025	7/31/2031	Professional Services	8.81%	SOFR+450	5,000	4,979	4,975
Pink Lily Holdco, LLC [5][7]	11/30/2021	11/9/2027	Textiles, Apparel and Luxury Goods	4.35%	—	8,359	8,323	3,343
Pragmatic Institute, LLC	3/28/2025	3/28/2030	Education	9.50%	SOFR+550	4,200	4,200	3,045
Project Granite Buyer, Inc.	5/22/2025	12/31/2030	Professional Services	9.75%	SOFR+575	6,467	6,375	6,532
Rancho Health MSO, Inc.	4/11/2023	6/20/2029	Healthcare Providers and Services	9.29%	SOFR+500	18,781	18,717	18,781
Recteq, LLC	2/24/2021	1/29/2026	Leisure Products	10.40%	SOFR+640	4,775	4,768	4,763
Ro Health, LLC	3/3/2025	1/17/2031	Healthcare Providers and Services	8.50%	SOFR+450	10,518	10,449	10,518
RRA Corporate, LLC	4/10/2025	8/15/2029	Diversified Consumer Services	9.25%	SOFR+525	7,700	7,639	7,654
RTIC Subsidiary Holdings, LLC	11/1/2024	5/3/2029	Leisure Products	9.75%	SOFR+575	9,875	9,758	9,776
Rural Sourcing Holdings, Inc.	9/6/2023	6/15/2029	High Tech Industries	9.92%	SOFR+575	4,303	4,245	3,873
Sabel Systems Technology Solutions, LLC	11/11/2024	10/31/2030	Government Services	9.91%	SOFR+575	5,955	5,905	5,955
Safe Haven Defense US, LLC	9/19/2024	5/23/2029	Construction and Building	9.50%	SOFR+550	9,864	9,747	9,815
Sales Benchmark Index, LLC	1/27/2021	7/7/2026	Professional Services	10.20%	SOFR+620	9,186	9,172	9,186
Sath Industries, LLC	4/10/2025	12/17/2029	Event Services	9.66%	SOFR+550	10,306	10,213	10,306
Schlesinger Global, Inc. [6]	9/30/2021	10/24/2025	Business Services	12.76%	SOFR+860	6,647	6,647	6,315
Seaway Buyer, LLC	4/11/2023	6/13/2029	Chemicals, Plastics and Rubber	10.15%	SOFR+615	4,850	4,802	4,523
Sigma Defense Systems, LLC	12/27/2021	12/20/2027	Aerospace and Defense	10.31%	SOFR+615	18,078	17,812	18,078
Smile Brands, Inc.	1/27/2021	10/12/2027	Healthcare and Pharmaceuticals	10.10%	SOFR+610	12,294	12,212	10,609
Spendmend Holdings, LLC	4/11/2023	3/1/2028	Healthcare Technology	9.15%	SOFR+515	4,029	3,989	4,029
STG Distribution, LLC - First Out New Money Term Loans [5]	10/24/2024	10/3/2029	Air Freight and Logistics	12.57%	SOFR+835	1,961	1,871	1,745
STG Distribution, LLC - Second Out Term Loans [5][7]	5/22/2025	10/3/2029	Air Freight and Logistics	5.32%	—	4,535	2,562	363
SV-Aero Holdings, LLC	10/31/2024	11/1/2030	Aerospace and Defense	9.00%	SOFR+500	14,719	14,656	14,719
Systems Planning And Analysis, Inc.	3/15/2022	8/16/2027	Aerospace and Defense	8.92%	SOFR+475	14,438	14,345	14,322
TMII Enterprises, LLC	4/11/2023	12/22/2028	Commercial Services & Supplies	8.66%	SOFR+450	2,873	2,835	2,873
TCG 3.0 Jogger Acquisitionco, Inc.	4/26/2024	1/23/2029	Media	10.52%	SOFR+650	19,429	19,179	19,332
Team Services Group, LLC	10/4/2022	12/20/2027	Healthcare and Pharmaceuticals	9.56%	SOFR+525	5,327	5,141	5,305
The Bluebird Group, LLC	8/9/2021	7/28/2026	Professional Services	9.90%	SOFR+590	7,985	7,943	7,985
The Vertex Companies, LLC	4/11/2023	8/31/2028	Construction and Engineering	8.93%	SOFR+475	17,482	17,309	17,395
TPC US Parent, LLC	4/11/2023	11/24/2025	Consumer Goods: Non-Durable	10.19%	SOFR+590	16,355	16,341	16,224
Transgo, LLC	1/19/2024	12/29/2028	Automotive	9.91%	SOFR+575	15,880	15,694	16,005
Tyto Athene, LLC	5/5/2021	4/3/2028	IT Services	9.19%	SOFR+490	14,604	14,530	14,238
Urology Management Holdings, Inc.	4/11/2023	6/15/2027	Healthcare and Pharmaceuticals	9.66%	SOFR+550	6,753	6,718	6,753
Walker Edison Furniture Company, LLC - Unfunded Term Loan [3][5]	8/29/2025	3/1/2029	Wholesale	—	—	353	—	12
Walker Edison Furniture Company, LLC - New Money DIP [5]	8/29/2025	3/1/2029	Wholesale	10.00%	—	134	134	136
Watchtower Buyer, LLC	5/20/2024	12/3/2029	Diversified Consumer Services	10.00%	SOFR+600	12,066	11,914	11,946
Wash & Wax Systems LLC [5]	4/30/2025	4/30/2028	Automobiles	9.81%	SOFR+550	5,847	5,947	5,964
Total First Lien Secured Debt							1,083,891	1,066,863
Subordinate Debt - 14.8% of Net Assets								
Integrative Nutrition, LLC	4/17/2025	4/15/2030	Diversified Consumer Services		—	1,877	1,628	1,605
Integrative Nutrition, LLC	4/17/2025	4/15/2033	Diversified Consumer Services		—	4,275	1,977	1,977
Wash & Wax Systems LLC	4/30/2025	7/30/2028	Automobiles	12.00%	—	3,932	3,932	3,932
Total Subordinate Debt							7,537	7,514
Equity Securities - 20.3% of Net Assets								
48Forty Intermediate Holdings, Inc. - Common Equity	11/5/2024	—	Containers and Packaging		—	—	1,722	—	—
New Insight Holdings, Inc. - Common Equity	7/15/2024	—	Diversified Consumer Services		—	—	116,055	2,031	1,740
Lucky Bucks, LLC - Common Equity	12/1/2023	—	Hotel, Gaming and Leisure		—	—	73,870	2,062	392
Output Services Group, Inc. - Common Equity	12/1/2023	—	Business Services		—	—	126,324	1,012	1,037
Pragmatic Holdco, Inc. - Common Equity	3/28/2025	—	Education		—	—	134	—	—
Wash & Wax Group, LP - Common Equity	4/30/2025	—	Automobiles		—	—	2,493	4,449	4,593
White Tiger Newco, LLC - Common Equity [5]	7/31/2025	—	Automobiles		—	—	35,834	2,734	2,510
Total Equity Securities								12,288	10,272
Total Investments - 2,141.5% of Net Assets [6][8]								1,103,716	1,084,649
Cash and Cash Equivalents - 121.5% of Net Assets									
BlackRock Federal FD Institutional 81 (Money Market Fund)					4.11%			12,475	12,475
Blackrock Liquidity Fed Fund Inst (Money Market Fund)					4.02%			4,265	4,265
JP Morgan USD Liquidity Inst (Money Market Fund)					4.10%			14,682	14,682

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value [2]
JP Morgan US Government Fund (Money Market Fund)				4.02%			10,539	10,539
Goldman Sachs Financial Square Government Fund (Money Market Fund)				4.10%			5,909	5,909
Non-Money Market Cash							13,690	13,690
Total Cash and Cash Equivalents							61,560	61,560
Total Investments and Cash Equivalents —2,263.0% of Net Assets							$ 1,165,276	$ 1,146,209
Liabilities in Excess of Other Assets — (2,163.0)% of Net Assets								(1,095,559)
Members' Equity—100.0%								$ 50,650

(1)Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable Secured Overnight Financing Rate or "SOFR". The spread may change based on the type of rate used. The terms in the Consolidated Schedule of Investments disclose the actual interest rate in effect as of the reporting period. All securities are subject to a SOFR floor where a spread is provided, unless noted. The spread provided includes PIK interest and other fee rates, if any.

(2)Valued based on PSSL's accounting policy.

(3)Represents the purchase of a security with a delayed settlement or a revolving line of credit that is currently an unfunded investment. This security does not earn a basis point spread above an index while it is unfunded.

(4)Non-accrual security.

(5)The securities, or a portion thereof, are not 1) pledged as collateral under the Credit Facility and held through Funding I; or, 2) securing the 2035 Asset-Backed Debt and held through PennantPark CLO VI, LLC, or, 3) securing the 2036 Asset-Backed Debt and held through PennantPark CLO II, Ltd. or, 4) securing the 2037 Asset-Backed Debt held through PennantPark CLO 12, LLC.

(6)As of September 30, 2025, all investments are in U.S companies. Total cost, fair value, percentage of Net Assets for the U.S Companies were $1,103.7 million, $1,084.6 million and 2,141.5%.

(7)Partial PIK non-accrual security

(8)All of our investments are not registered under the 1933 Act and have restrictions on resale.

Below is a listing of PSSL's individual investments as of September 30, 2024 (Par and $ in thousands):

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value [2]
First Lien Secured Debt - 1,404.5% of Net Assets							
A1 Garage Merger Sub, LLC	12/22/2028	Commercial Services & Supplies	10.95%	SOFR+610	2,903	$ 2,855	$ 2,903
ACP Avenu Buyer, LLC	10/2/2029	Business Services	10.58%	SOFR+525	9,925	9,771	9,602
ACP Falcon Buyer, Inc.	8/1/2029	Business Services	10.83%	SOFR+550	18,762	18,434	18,837
Ad.net Acquisition, LLC	5/7/2026	Media	11.28%	SOFR+626	8,708	8,658	8,708
Aeronix, Inc	12/18/2028	Aerospace and Defense	9.85%	SOFR+525	15,880	15,665	15,880
Alpine Acquisition Corp II	11/30/2026	Containers and Packaging	11.30%	SOFR+610	12,722	12,481	12,213
Anteriad, LLC (f/k/a MeritDirect, LLC)	6/30/2026	Media: Advertising, Printing & Publishing	10.50%	SOFR+590	4,717	4,613	4,717
Anteriad, LLC (f/k/a MeritDirect, LLC) - Incremental Term Loan	6/30/2026	Media: Advertising, Printing & Publishing	10.50%	SOFR+590	4,625	4,584	4,625
Applied Technical Services, LLC	12/29/2026	Commercial Services & Supplies	10.50%	SOFR+590	11,155	11,058	10,988
Arcfield Acquisition Corp.	8/3/2029	Aerospace and Defense	11.56%	SOFR+625	11,115	10,967	11,059
Beacon Behavioral Services, LLC	6/21/2029	Healthcare and Pharmaceuticals	9.85%	SOFR+525	9,975	9,836	9,825
Beta Plus Technologies, Inc.	7/1/2029	Business Services	10.35%	SOFR+575	4,900	4,828	4,753
Big Top Holdings, LLC	2/28/2030	Business Services	11.18%	SOFR+625	15,423	15,167	15,423
BioDerm, Inc.	1/31/2028	Healthcare and Pharmaceuticals	11.70%	SOFR+650	8,888	8,797	8,776
Blackhawk Industrial Distribution, Inc.	9/17/2026	Distributors	11.00%	SOFR+640	14,974	14,779	14,718
BlueHalo Financing Holdings, LLC	10/31/2025	Aerospace and Defense	10.60%	SOFR+600	5,546	5,523	5,435
Broder Bros., Co.	12/4/2025	Consumer Products	10.97%	SOFR+611	2,274	2,274	2,274
Burgess Point Purchaser Corporation	9/26/2029	Automotive	10.20%	SOFR+535	442	417	416
By Light Professional IT Services, LLC	5/16/2025	High Tech Industries	12.18%	SOFR+698	13,084	13,059	13,084
Carnegie Dartlet, LLC	2/7/2030	Media: Advertising, Printing & Publishing	10.60%	SOFR+550	15,243	15,025	15,015
Cartessa Aesthetics, LLC	6/14/2028	Distributors	10.35%	SOFR+575	9,539	9,431	9,539
CF512, Inc.	8/20/2026	Media	11.21%	SOFR+619	6,751	6,682	6,649
Confluent Health, LLC	10/28/2028	Healthcare and Pharmaceuticals	8.96%	SOFR+400	6,708	6,506	6,540
Connatix Buyer, Inc.	7/13/2027	Media	10.53%	SOFR+561	3,775	3,734	3,775
Crane 1 Services, Inc.	8/16/2027	Commercial Services & Supplies	10.71%	SOFR+586	2,068	2,051	2,052
Dr. Squatch, LLC	8/31/2027	Personal Products	9.95%	SOFR+535	14,562	14,398	14,562
DRI Holding Inc.	12/21/2028	Media	10.20%	SOFR+535	2,600	2,420	2,509
DRS Holdings III, Inc.	11/3/2025	Consumer Goods: Durable	11.20%	SOFR+635	13,805	13,788	13,694
Dynata, LLC - First Out Term Loan [6]	7/15/2028	Diversified Consumer Services	10.38%	SOFR+526	1,360	1,264	1,358
Dynata, LLC - Last Out Term Loan	10/15/2028	Diversified Consumer Services	10.88%	SOFR+576	8,439	8,439	7,769
ECL Entertainment, LLC	8/31/2030	Hotel, Gaming and Leisure	8.85%	SOFR+400	4,963	4,894	4,973
EDS Buyer, LLC	1/10/2029	Electronic Equipment, Instruments, and Components	10.35%	SOFR+575	8,865	8,763	8,732
Exigo Intermediate II, LLC	3/15/2027	Software	11.20%	SOFR+635	12,546	12,418	12,484
ETE Intermediate II, LLC	5/29/2029	Diversified Consumer Services	11.56%	SOFR+650	12,249	12,032	12,249
Eval Home Solutions Intermediate, LLC	5/10/2030	Healthcare and Pharmaceuticals	10.60%	SOFR+575	9,268	9,132	9,176
Fairbanks More Defense	6/17/2028	Aerospace and Defense	9.65%	SOFR+450	10,117	10,071	10,128
Global Holdings InterCo LLC	3/16/2026	Diversified Financial Services	11.43%	SOFR+615	3,696	3,689	3,511
Graffiti Buyer, Inc.	8/10/2027	Trading Companies & Distributors	10.45%	SOFR+560	3,723	3,686	3,685
Hancock Roofing and Construction L.L.C.	12/31/2026	Insurance	10.20%	SOFR+560	2,153	2,131	2,110
HEC Purchaser Corp	6/17/2029	Healthcare and Pharmaceuticals	9.75%	SOFR+550	3,691	3,648	3,665
Hills Distribution, Inc	11/8/2029	Business Services	11.11%	SOFR+600	8,957	8,835	8,868
HW Holdco, LLC	5/10/2026	Media	11.18%	SOFR+590	3,486	3,475	3,486
Imagine Acquisitionco, LLC	11/15/2027	Software	10.20%	SOFR+510	9,154	9,018	9,108
Infinity Home Services Holdco, Inc.	12/28/2028	Commercial Services & Supplies	11.45%	SOFR+685	6,029	5,932	6,089
Integrative Nutrition, LLC	1/31/2025	Diversified Consumer Services	11.75%	SOFR+715	11,287	11,274	9,707
			(PIK 2.25%)				
Inventus Power, Inc.	6/30/2025	Consumer Goods: Durable	12.46%	SOFR+761	8,164	8,094	8,041
ITI Holdings, Inc.	3/3/2028	IT Services	10.58%	SOFR+565	3,900	3,855	3,900
Kinetic Purchaser, LLC	11/10/2027	Personal Products	10.75%	SOFR+615	13,492	13,289	13,492
Lash OpCo, LLC	2/18/2027	Personal Products	12.94%	SOFR+785	14,731	14,539	14,584
			(PIK 5.10%)				
LAV Gear Holdings, Inc. [6]	10/31/2025	Capital Equipment	11.42%	SOFR+643	12,125	12,102	11,907
LAV Gear Holdings, Inc. - Term Loan Incremental	10/31/2025	Capital Equipment	11.64%	SOFR+640	2,861	2,856	2,810
Lightspeed Buyer Inc.	2/3/2026	Healthcare Providers and Services	10.15%	SOFR+535	11,330	11,258	11,330
LJ Avalon Holdings, LLC	1/31/2030	Environmental Industries	10.48%	SOFR+525	2,559	2,516	2,559
Loving Tan Intermediate II, Inc.	5/31/2028	Consumer Products	11.10%	SOFR+650	7,407	7,288	7,296
Lucky Bucks, LLC - First-Out Term Loan [6]	10/2/2028	Hotel, Gaming and Leisure	12.77%	SOFR+765	259	259	259
Lucky Bucks, LLC - Last-Out Term Loan	10/2/2029	Hotel, Gaming and Leisure	12.77%	SOFR+765	518	518	518
MAG DS Corp	4/1/2027	Aerospace and Defense	10.20%	SOFR+550	2,218	2,143	2,085
Magenta Buyer, LLC - First-Out Term Loan	7/31/2028	Software	12.13%	SOFR+701	357	357	337
Magenta Buyer, LLC - Second-Out Term Loan	7/31/2028	Software	12.38%	SOFR+801	452	452	310
Magenta Buyer, LLC - Third-Out Term Loan	7/31/2028	Software	11.63%	SOFR+726	1,675	1,675	490
Marketplace Events, LLC - Super Priority First Lien Term Loan [6]	9/30/2025	Media: Diversified and Production	10.38%	SOFR+540	1,845	1,845	1,845
Marketplace Events, LLC - Super Priority First Lien Unfunded Term Loan [3][6]	9/30/2025	Media: Diversified and Production	0.00%		564	-	-
Marketplace Events, LLC [6]	9/30/2026	Media: Diversified and Production	10.53%	SOFR+525	4,837	4,068	4,837
MBS Holdings, Inc.	4/16/2027	Internet Software and Services	10.59%	SOFR+585	7,256	7,183	7,256
MBS Holdings, Inc. (New Issue) - Incremental	4/16/2027	Internet Software and Services	11.34%	SOFR+660	523	514	528
MBS Holdings, Inc. (New Issue) - Second Incremental	4/16/2027	Internet Software and Services	11.09%	SOFR+635	551	543	554
MDI Buyer, Inc.	7/25/2028	Chemicals, Plastics and Rubber	10.60%	SOFR+575	4,900	4,829	4,851
MDI Buyer, Inc. - Incremental	7/25/2028	Chemicals, Plastics and Rubber	11.25%	SOFR+600	1,416	1,395	1,409
Meadowlark Acquirer, LLC	12/10/2027	Professional Services	10.50%	SOFR+590	2,348	2,319	2,289

Below is a listing of PSSL's individual investments as of September 30, 2024 (continued):

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value[2]
Medina Health, LLC	10/20/2028	Healthcare and Pharmaceuticals	10.85%	SOFR+625	19,199	18,911	19,199
Megawatt Acquisitionco, Inc	3/1/2030	Electronic Equipment, Instruments, and Components	9.85%	SOFR+525	15,671	15,453	14,794
Mission Critical Electronics, Inc.	3/31/2025	Capital Equipment	10.50%	SOFR+590	5,551	5,551	5,551
MOREGroup Holdings, Inc	1/16/2030	Business Services	10.35%	SOFR+575	13,067	12,891	12,871
Municipal Emergency Services, Inc.	9/28/2027	Distributors	9.75%	SOFR+515	3,395	3,355	3,395
NBH Group LLC	8/19/2026	Healthcare, Education & Childcare	11.05%	SOFR+585	10,602	10,504	10,284
NORA Acquisition, LLC	8/31/2029	Healthcare Providers and Services	10.95%	SOFR+635	21,274	20,913	21,274
One Stop Mailing, LLC	5/7/2027	Air Freight and Logistics	11.21%	SOFR+636	15,682	15,480	15,682
ORL Acquisitions, Inc.	9/3/2027	Consumer Finance	14.00%	SOFR+940	2,140	2,124	1,819
			(PIK 7.50%)				
Output Services Group, Inc - First-Out Term Loan	11/30/2028	Business Services	13.75%	SOFR+843	821	821	821
Output Services Group, Inc - Last-Out Term Loan	5/30/2028	Business Services	12.00%	SOFR+668	1,667	1,667	1,667
Owl Acquisition, LLC	2/4/2028	Professional Services	10.20%	SOFR+535	3,893	3,842	3,825
Ox Two, LLC	5/18/2026	Construction and Building	11.12%	SOFR+651	4,307	4,282	4,307
Pacific Purchaser, LLC	9/30/2028	Business Services	11.51%	SOFR+625	11,938	11,745	11,914
PCS Midco, Inc	3/1/2030	Diversified Consumer Services	10.81%	SOFR+575	3,871	3,818	3,871
PH Beauty Holdings III, Inc.	9/29/2025	Wholesale	10.17%	SOFR+543	9,391	9,289	9,302
PL Acquisitionco, LLC	11/9/2027	Textiles, Apparel and Luxury Goods	11.99%	SOFR+725	7,816	7,733	6,253
			(PIK 4.00%)				
Pragmatic Institute, LLC [5]	7/6/2028	Education	12.35%	SOFR+750	11,855	11,480	7,261
			(PIK 12.35%)				
Quantic Electronics, LLC	11/19/2026	Aerospace and Defense	10.95%	SOFR+635	2,775	2,758	2,761
Rancho Health MSO, Inc.	12/18/2025	Healthcare Providers and Services	10.85%	SOFR+560	1,016	1,016	1,016
Reception Purchaser, LLC	2/28/2028	Air Freight and Logistics	10.75%	SOFR+615	4,875	4,828	3,656
Reeteq, LLC	1/29/2026	Leisure Products	11.75%	SOFR+715	4,825	4,796	4,777
RTIC Subsidiary Holdings, LLC	5/3/2029	Consumer Goods: Durable	10.35%	SOFR+575	9,975	9,830	9,776
Rural Sourcing Holdings, Inc. (HPA SPQ Merger Sub, Inc.)	6/15/2029	High Tech Industries	10.35%	SOFR+575	4,336	4,266	4,282
Safe Haven Defense US, LLC	5/23/2029	Construction and Building	9.85%	SOFR+525	9,973	9,830	9,873
Sales Benchmark Index LLC	1/3/2025	Professional Services	10.80%	SOFR+620	9,268	9,260	9,268
Sargent & Greenleaf Inc.	12/20/2024	Wholesale	12.45%	SOFR+760	4,916	4,906	4,916
			(PIK 1.00%)				
Schlesinger Global, Inc.	7/14/2025	Business Services	13.20%	SOFR+835	12,388	12,387	12,078
			(PIK 0.50%)				
Seaway Buyer, LLC	6/13/2029	Chemicals, Plastics and Rubber	10.75%	SOFR+615	4,900	4,842	4,729
Sigma Defense Systems, LLC	12/18/2027	Aerospace and Defense	11.50%	SOFR+690	18,620	18,370	18,434
Simplicity Financial Marketing Group Holdings, Inc	12/2/2026	Diversified Financial Services	11.00%	SOFR+640	11,359	11,206	11,472
Skopima Consilio Parent, LLC	5/17/2028	Business Services	9.46%	SOFR+461	1,290	1,268	1,289
Smartronix, LLC	11/23/2028	Aerospace and Defense	10.35%	SOFR+610	4,863	4,800	4,863
Smile Brands Inc.	10/14/2025	Healthcare and Pharmaceuticals	10.20%	SOFR+550	11,887	11,860	10,520
			(PIK 1.50%)				
Solutionreach, Inc.	7/17/2025	Healthcare and Pharmaceuticals	12.40%	SOFR+715	4,582	4,560	4,582
Spendmend Holdings LLC	3/1/2028	Healthcare Technology	10.25%	SOFR+565	4,070	4,017	4,070
Summit Behavioral Healthcare, LLC	11/24/2028	Healthcare and Pharmaceuticals	9.31%	SOFR+425	1,777	1,700	1,653
System Planning and Analysis, Inc. (f/k/a Management Consulting & Research, LLC)	8/16/2027	Aerospace and Defense	10.26%	SOFR+500	14,588	14,445	14,558
TCG 3.0 Jogger Acquisitionco	1/23/2029	Media	11.10%	SOFR+650	19,626	19,312	19,430
Team Services Group, LLC	11/24/2028	Healthcare and Pharmaceuticals	9.95%	SOFR+500	343	332	338
Teneo Holdings, LLC	3/13/2031	Business Services	9.60%	SOFR+475	5,473	5,418	5,490
The Bluebird Group LLC	07/27/26	Professional Services	11.25%	SOFR+665	8,521	8,427	8,521
The Vertex Companies, LLC	08/31/27	Construction and Engineering	10.95%	SOFR+610	7,636	7,538	7,639
TPC Canada Parent, Inc. and TPC US Parent, LLC	11/24/25	Consumer Goods: Non-Durable	10.84%	SOFR+565	16,524	16,394	16,524
Transgo, LLC	12/29/28	Automotive	10.60%	SOFR+575	18,552	18,293	18,552
TWS Acquisition Corporation	06/16/25	Diversified Consumer Services	11.33%	SOFR+640	943	943	943
Tyto Athene, LLC	04/01/28	IT Services	10.23%	SOFR+490	14,670	14,585	14,376
Urology Management Holdings, Inc.	06/15/26	Healthcare and Pharmaceuticals	10.76%	SOFR+550	6,823	6,742	6,755
Walker Edison Furniture Company LLC [4][6]	03/01/29	Wholesale	0.00%		5,441	4,986	490
Walker Edison Furniture Company LLC - Junior Revolving Credit Facility [4][6]	03/01/29	Wholesale	0.00%		1,667	1,667	1,667
Walker Edison Furniture Company LLC - DDTL - Unfunded [3][4][6]	03/01/29	Wholesale	0.00%		83	-	(76)
Watchtower Buyer, LLC	12/03/29	Diversified Consumer Services	10.60%	SOFR+600	12,189	12,007	12,067
Wildcat Buyerco, Inc.	02/27/27	Electronic Equipment, Instruments, and Components	10.60%	SOFR+575	16,014	15,916	16,014
Zips Car Wash, LLC	12/31/24	Automobiles	12.46%	SOFR+740	16,736	16,722	15,983
			(PIK 1.50%)				
Total First Lien Secured Debt						920,485	906,532
Equity Securities - 10.5% of Net Assets							
New Insight Holdings, Inc.	—	Diversified Consumer Services	—	—	116,055	$ 2,031	$ 2,031
Lucky Bucks, LLC	—	Hotel, Gaming and Leisure	—	—	73,870	2,062	904
New MPE Holdings, LLC	—	Media: Diversified and Production	—	—	47	-	2,710
Output Services Group, Inc	—	Business Services	—	—	126,324	1,012	1,104
Walker Edison Furniture - Common Equity	—	Wholesale	—	—	36,458	3,393	-

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value[2]
Total Equity Securities						8,498	6,749
Total Investments - 1,415.0% of Net Assets [7][8]						928,983	913,281
Cash and Cash Equivalents - 106.0% of Net Assets							
BlackRock Federal FD Institutional 30 (Money Market Fund)						68,429	68,429
Total Cash and Cash Equivalents						68,429	68,429
Total Investments and Cash Equivalents —1,521.0% of Net Assets						$ 997,412	$ 981,710
Liabilities in Excess of Other Assets — (1,421.0)% of Net Assets							(917,163)
Members' Equity—100.0%							$ 64,547

(1)Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable Secured Overnight Financing Rate or "SOFR", or Prime rate or "P". The spread may change based on the type of rate used. The terms in the Consolidated Schedule of Investments disclose the actual interest rate in effect as of the reporting period. All securities are subject to a SOFR or Prime rate floor where a spread is provided, unless noted. The spread provided includes PIK interest and other fee rates, if any.

(2)Valued based on PSSL's accounting policy.

(3)Represents the purchase of a security with a delayed settlement or a revolving line of credit that is currently an unfunded investment. This security does not earn a basis point spread above an index while it is unfunded.

(4)Non-accrual security

(5)Partial PIK non-accrual security

(6)The securities, or a portion thereof, are not 1) pledged as collateral under the Credit Facility and held through Funding I; or, 2) securing the 2036 Asset-Backed Debt and held through PennantPark CLO II, Ltd., or, 3) securing the 2035 Asset-Backed Debt and held through PennantPark CLO VI, LLC.

(7)As of September 30, 2024, all investments are in U.S companies. Total cost, fair value, and percentage of Net Assets for the U.S Companies were $929.0 million, $913.3 million and 1,415.0%.

(8)All of our investments are not registered under the 1933 Act and have restrictions on resale.

Below are the consolidated statements of assets and liabilities for PSSL (in thousands):

	September 30, 2025	September 30, 2024
Assets		
Investments at fair value (amortized cost—$1,103,716 and $928,983, respectively)	$ 1,084,649	$ 913,281
Cash and cash equivalents (cost—$61,560 and $68,429, respectively)	61,560	68,429
Interest receivable	4,138	4,722
Receivable for investments sold	838	—
Due from affiliate	208	48
Prepaid expenses and other assets	2,296	1,642
Total assets	1,153,689	988,122
Liabilities		
Credit facility payable	74,500	146,100
2035 Asset-backed debt, net (par—$0 and $246,000, respectively) (unamortized deferred financing costs of $0 and $2,066, respectively)	—	243,934
2036 Asset-backed debt, net (par—$246,000) (unamortized deferred financing costs of $1,341 and $1,628, respectively)	244,659	244,372
2037 Asset-backed debt, net (par—$246,000 and $0, respectively) (unamortized deferred financing costs of $1,904 and $0, respectively)	244,096	—
2037-R Asset-backed debt, net (par—$246,000 and $0, respectively) (unamortized deferred financing costs of $2,518 and $0, respectively)	243,481	—
Notes payable to members	271,600	271,600
Interest payable on Credit facility and asset backed debt	16,868	9,281
Payable for investments purchased	—	86
Interest payable on notes to members	6,788	7,315
Accrued expenses	997	822
Due to affiliate	50	65
Total liabilities	1,103,039	923,575
Members' equity	50,650	64,547
Total liabilities and members' equity	$ 1,153,689	$ 988,122

(1)As of both September 30, 2025 and 2024, PSSL had $0.4 million and $0.6 million unfunded commitments to fund investments, respectively.

Below are the consolidated statements of operations for PSSL (in thousands):

	Year Ended September 30, 2025	Year Ended September 30, 2024
Investment income:		
Interest	$ 112,801	$ 109,094
Other income	1,540	1,191
Total investment income	114,341	110,285
Expenses:		
Interest and expenses on credit facility and asset-backed debt	56,117	54,814
Interest expense on notes to members	34,221	34,186
Administration services expenses	2,819	2,354
Other General and administrative expenses [(1)]	1,556	1,464
Expenses before debt issuance costs	94,713	92,818
Debt issuance costs	200	999
Total expenses	94,913	93,817
Net investment income	19,428	16,468
Realized and unrealized (loss) gain on investments and debt:		
Net realized (loss) gain on investments	(34,323)	(8,914)
Realized loss on debt extinguishment	(1,637)	(705)
Net change in unrealized (depreciation) appreciation on investments	(3,365)	3,048
Net realized and unrealized gain (loss) on investments and debt	(39,325)	(6,571)
Net increase (decrease) in members' equity resulting from operations	$ (19,897)	$ 9,897

[(1)] No management or incentive fees are payable by PSSL. If any fees were to be charged, they would be separately disclosed in the Consolidated Statements of Operations.

PennantPark Senior Secured Loan Fund II LLC

In August 2025, we and Hamilton Lane ("HL") formed PSSL II, an unconsolidated joint venture. PSSL II will invest primarily in middle-market and other corporate debt securities consistent with our strategy. PSSL II was formed as a Delaware limited liability company. PSSL II will invest in portfolio companies in the same industries in which we may directly invest. As of September 30, 2025, PSSL II had not commenced operations.

We and HL have committed to invest up to $200 million in the aggregate in the PSSL II, with the Company committing to invest up to $150 million and HL committing to invest up to $50 million. Investments by each of the Company and HL will be made in the form of membership interests and secured notes. The Company's commitment will consist of $105 million in secured notes and $45 million in membership interests. HL's commitment will consist of $35 million in secured notes and $15 million in membership interests. All material decisions regarding PSSL II must be submitted to its board of managers, which is comprised of an equal number of representatives from each of the Company and HL. Further, all portfolio and other material decisions require the affirmative vote of at least one board member designated by the Company and one board member from HL.

5. FAIR VALUE OF FINANCIAL INSTRUMENTS

Fair value, as defined under ASC 820 is the price that we would receive upon selling an investment or pay to transfer a liability in an orderly transaction to a market participant in the principal or most advantageous market for the investment or liability. ASC 820 emphasizes that valuation techniques maximize the use of observable market inputs and minimize the use of unobservable inputs. Inputs refer broadly to the assumptions that market participants would use in pricing an asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs reflect the assumptions market participants would use in pricing an asset or liability based on market data obtained from sources independent of us. Unobservable inputs reflect the assumptions market participants would use in pricing an asset or liability based on the best information available to us on the reporting period date.

ASC 820 classifies the inputs used to measure these fair values into the following hierarchies:

Level 1: Inputs that are quoted prices (unadjusted) in active markets for identical assets or liabilities, accessible by us at the measurement date.

Level 2: Inputs that are quoted prices for similar assets or liabilities in active markets, or that are quoted prices for identical or similar assets or liabilities in markets that are not active and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term, if applicable, of the financial instrument.

Level 3: Inputs that are unobservable for an asset or liability because they are based on our own assumptions about how market participants would price the asset or liability.

A financial instrument’s categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Generally, most of our investments, our 2036 Asset-Backed Debt, 2036-R Asset-Backed Debt, 2023 Notes, 2037 Asset-Backed Debt and the Credit Facility are classified as Level 3. Our 2026 Notes are classified as Level 2 as they are financial instruments with readily observable market inputs. Due to the inherent uncertainty of determining the fair value of investments that do not have a readily available market value, the price used in an actual transaction may be different than our valuation and those differences may be material.

The inputs into the determination of fair value may require significant management judgment or estimation. Even if observable market data is available, such information may be the result of consensus pricing information, disorderly transactions or broker quotes which include a disclaimer that the broker would not be held to such a price in an actual transaction. The non-binding nature of consensus pricing and/or quotes accompanied by disclaimer would result in classification as Level 3 information, assuming no additional corroborating evidence were available. Corroborating evidence that would result in classifying these non-binding broker/dealer bids as a Level 2

asset includes observable orderly market-based transactions for the same or similar assets or other relevant observable market-based inputs that may be used in pricing an asset.

Our investments are generally structured as floating rate loans, mainly first lien secured debt, but also may include second lien secured debt, subordinated debt and equity investments. The transaction price, excluding transaction costs, is typically the best estimate of fair value at inception. Ongoing reviews by our Investment Adviser and independent valuation firms are based on an assessment of each underlying investment, incorporating valuations that consider the evaluation of financing and sale transactions with third parties, expected cash flows and market-based information including comparable transactions, performance multiples and yields, among other factors. These non-public investments valued using unobservable inputs are included in Level 3 of the fair value hierarchy.

A review of fair value hierarchy classifications is conducted on a quarterly basis. Changes in our ability to observe valuation inputs may result in a reclassification for certain financial assets or liabilities.

In addition to using the above inputs to value cash equivalents, investments, our 2023 Notes, our 2026 Notes,our 2031 Asset-Backed Debt, our 2036 Asset-Backed Debt, our 2036-R Asset-Backed Debt, our 2037 Asset-Backed Debt and the Credit Facility, we employ the valuation policy approved by our board of directors that is consistent with ASC 820. Consistent with our valuation policy, we evaluate the source of inputs, including any markets in which our investments are trading, in determining fair value. See Note 2.

As outlined in the table below, some of our Level 3 investments using a market approach valuation technique are valued using the average of the bids from brokers or dealers. The bids include a disclaimer, may not have corroborating evidence, may be the result of a disorderly transaction and may be the result of consensus pricing. The Investment Adviser assesses the source and reliability of bids from brokers or dealers. If the board of directors has a bona fide reason to believe any such bids do not reflect the fair value of an investment, it may independently value such investment by using the valuation procedure that it uses with respect to assets for which market quotations are not readily available. In accordance with ASC 820, we do not categorize any investments for which fair value is measured using the net asset value per share as a practical expedient within the fair value hierarchy.

The remainder of our investment portfolio and our long-term Credit Facility are valued using a market comparable or an enterprise market value technique. With respect to investments for which there is no readily available market value, the factors that the board of directors may take into account in pricing our investments at fair value include, as relevant, the nature and realizable value of any collateral, the portfolio company's ability to make payments, its earnings and discounted cash flow, the markets in which the portfolio company does business, comparison to publicly traded securities and other relevant factors. When an external event such as a purchase transaction, public offering or subsequent equity sale occurs, the pricing indicated by the external event, excluding transaction costs, is used to corroborate the valuation. When using earnings multiples to value a portfolio company, the multiple used requires the use of judgment and estimates in determining how a market participant would price such an asset. These non-public investments using unobservable inputs are included in Level 3 of the fair value hierarchy. Generally, the sensitivity of unobservable inputs or combination of inputs such as industry comparable companies, market outlook, consistency, discount rates and reliability of earnings and prospects for growth, or lack thereof, affects the multiple used in pricing an investment. As a result, any change in any one of those factors may have a significant impact on the valuation of an investment. Generally, an increase in a market yield will result in a decrease in the valuation of a debt investment, while a decrease in a market yield will have the opposite effect. Generally, an increase in an earnings before interest, taxes, depreciation and amortization, or EBITDA, multiple will result in an increase in the valuation of an investment, while a decrease in an EBITDA multiple will have the opposite effect.

Our Level 3 valuation techniques, unobservable inputs and ranges were categorized as follows for ASC 820 purposes ($ in thousands):

Asset Category	Fair value at September 30, 2025	Valuation Technique	Unobservable Input	Range of Input (Weighted Average) [1]
First lien	$ 114,625	Market Comparable	Broker/Dealer bids or quotes	N/A
First lien	2,377,201	Market Comparable	Market yield	4.0% - 24.5% (9.9%)
First lien	17,969	Enterprise Market Value	EBITDA multiple	8.3x
First lien	3,836	Market Comparable	Revenue multiple	0.6x
Second Lien	995	Market Comparable	Broker/Dealer bids or quotes	N/A
Subordinated debt	17,439	Market Comparable	Market yield	7.0% - 25.4% (17.1%)
Subordinated debt	547	Enterprise Market Value	EBITDA multiple	14.8x
Equity	196,398	Enterprise Market Value	EBITDA multiple	0.6x - 28.3x (10.8x)
Total Level 3 investments	$ 2,729,010			
Long-Term Credit Facility	$ 683,837	Market Comparable	Market Yield	4.8%

Asset Category	Fair value at September 30, 2024	Valuation Technique	Unobservable Input	Range of Input (Weighted Average) [1]
First lien	$ 132,197	Market Comparable	Broker/Dealer bids or quotes	N/A
First lien	1,589,437	Market Comparable	Market Yield	7.9% - 21.1% (9.1%)
First lien	25,063	Enterprise Market Value	EBITDA multiple	0.8x - 9.8x (3.4x)
Subordinated debt	2,688	Market Comparable	Market Yield	11.8% - 16.5% (14.0%)
Subordinated debt	4	Enterprise Market Value	EBITDA multiple	5x
Equity	168,450	Enterprise Market Value	EBITDA multiple	0.4x - 18.8x (11.0x)
Total Level 3 investments	$ 1,917,839			
Long-Term Credit Facility	$ 443,880	Market Comparable	Market Yield	5.4%

[1] The weighted averages disclosed in the table were weighted by their relative fair value.

Our investments, cash and cash equivalents, Credit Facility, 2026 Notes, 2036-R Asset-Backed Debt, 2036 Asset-Backed Debt, and 2037 Asset-Backed Debt were categorized as follows in the fair value hierarchy for ASC 820 purposes ($ in thousands):

	Fair Value at September 30, 2025				
Description	**Fair Value**	**Level 1**	**Level 2**	**Level 3**	**Measured at Net Asset Value [1]**
First lien	$ 2,513,631	$ —	$ —	$ 2,513,631	$ —
Second Lien and Subordinated debt	18,981	—	—	18,981	—
Equity	240,716	—	—	196,398	44,318
Total investments	2,773,328	—	—	2,729,010	44,318
Cash and cash equivalents	122,688	122,688	—	—	—
Total investments and cash and cash equivalents	$ 2,896,016	$ 122,688	$ —	$ 2,729,010	$ 44,318
Long Term Credit Facility payable	$ 683,837	$ —	$ —	$ 683,837	$ —
2026 Notes payable [2]	184,609	—	184,609	—	—
2036 Asset-Backed Debt[2]	284,627	—	—	284,627	—
2036-R Asset-Backed Debt[2]	265,366	—	—	265,366	—
2037 Asset-Backed Debt [2]	358,331	—	—	358,331	—
Total debt	$ 1,776,770	$ —	$ 184,609	$ 1,592,161	$ —

[1] In accordance with ASC Subtopic 820-10, Fair Value Measurements and Disclosures, or ASC 820-10, our equity investment in PSSL is measured using the net asset value per share (or its equivalent) as a practical expedient for fair value in accordance with the specialized accounting guidance for investment companies, and thus have not been classified in the fair value hierarchy.

[2] We elected not to apply the fair value option allowed by ASC 825-10 to the 2026 Notes, the 2036 Asset-Backed Debt, the 2036-R Asset-Backed Debt, and the 2037 Asset-Backed Debt and thus the balance reported in the Consolidated Statement of Assets and Liabilities represents the carrying value, which approximates the fair value.

	Fair Value at September 30, 2024				
Description	**Fair Value**	**Level 1**	**Level 2**	**Level 3**	**Measured at Net Asset Value [1]**
First lien	$ 1,746,697	$ —	$ —	$ 1,746,697	$ —
Second lien and Subordinated debt	2,692	—	—	2,692	—
Equity	234,115	—	—	168,450	65,665
Total investments	1,983,504	—	—	1,917,839	65,665
Cash and cash equivalents	112,050	112,050	—	—	—
Total investments and cash and cash equivalents	$ 2,095,554	$ 112,050	$ —	$ 1,917,839	$ 65,665
Long Term Credit Facility payable	$ 443,880	$ —	$ —	$ 443,880	$ —
2026 Notes payable [2]	183,832	—	183,832	—	—
2036 Asset-Backed Debt[2]	284,086	—	—	284,086	—
2036-R Asset-Backed Debt[2]	265,235	—	—	265,235	—
Total debt	$ 1,177,033	$ —	$ 183,832	$ 993,201	$ —

[1] In accordance with ASC Subtopic 820-10, Fair Value Measurements and Disclosures, or ASC 820-10, our equity investment in PSSL and PTSF is measured using the net asset value per share (or its equivalent) as a practical expedient for fair value in accordance with the specialized accounting guidance for investment companies, and thus has not been classified in the fair value hierarchy.

[2] We elected not to apply the fair value option allowed by ASC 825-10 to the 2026 Notes, the 2036 Asset-Backed Debt and the 2036-R Asset Backed Debt thus the balance reported in the Consolidated Statement of Assets and Liabilities represents the carrying value, which approximates the fair value.

The tables below show a reconciliation of the beginning and ending balances for fair valued investments measured using significant unobservable inputs (Level 3) ($ in thousands):

	Year Ended September 30, 2025		
Description	**First Lien**	**Second lien, subordinated debt and equity investments**	**Totals**
Beginning Balance	$ 1,746,697	$ 171,142	$ 1,917,839
Net realized losses	(13,939)	7,998	(5,941)
Net change in unrealized depreciation	(641)	(1,937)	(2,578)
Purchases, PIK interest, net discount accretion and non-cash exchanges	1,700,654	33,553	1,734,207
Sales, repayments and non-cash exchanges	(919,140)	4,623	(914,517)
Transfers in and/or out of Level 3	—	—	—
Ending Balance	$ 2,513,631	$ 215,379	$ 2,729,010
Net change in unrealized depreciation reported within the net change in unrealized depreciation on investments in our Consolidated Statements of Operations attributable to our Level 3 assets still held at the reporting date.	$ (4,077)	$ 14,343	$ 10,266

	Year Ended September 30, 2024		
Description	First Lien	Second lien, subordinated debt and equity investments	Totals
Beginning Balance	$ 906,166	$ 100,782	$ 1,006,948
Net realized losses	(8,125)	8,347	222
Net change in unrealized depreciation	(77)	20,719	20,642
Purchases, PIK interest, net discount accretion and non-cash exchanges	1,320,051	89,599	1,409,650
Sales, repayments and non-cash exchanges	(471,318)	(48,305)	(519,623)
Transfers in and/or out of Level 3	—	—	—
Ending Balance	$ 1,746,697	$ 171,142	$ 1,917,839
Net change in unrealized appreciation reported within the net change in unrealized appreciation on investments in our Consolidated Statements of Operations attributable to our Level 3 assets still held at the reporting date.	$ (9,278)	$ 23,754	$ 14,476

The table below shows a reconciliation of the beginning and ending balances for liabilities recognized at fair value and measured using significant unobservable inputs (Level 3) ($ in thousands):

	Years Ended September 30,	
Long-Term Credit Facility	2025	2024
Beginning balance (cost – $443,855 and $85,619, respectively)	$ 443,880	$ 85,619
Net change in unrealized (depreciation) appreciation included in earnings	(43)	26
Borrowings	645,000	606,455
Repayments	(405,000)	(248,220)
Ending balance (cost – $683,855 and $443,855 respectively)	$ 683,837	$ 443,880

As of September 30, 2025, we had outstanding non-U.S. dollar borrowings on our Credit Facility. The following table shows our non-U.S dollar borrowings as of September 30, 2025 (CAD and $ in thousands):

Foreign Currency	Amount Borrowed	Borrowing Cost	Current Value	Reset Date	Change in Fair Value
Canadian Dollar	CAD 2,000	$ 1,455	$ 1,437	10/1/2025	$ (18)

As of September 30, 2024 we had outstanding non-U.S. dollar borrowings on our Credit Facility. The following table shows our non-U.S. dollar borrowings as of September 30, 2024 (CAD and $ in thousands):

Foreign Currency	Amount Borrowed	Borrowing Cost	Current Value	Reset Date	Change in Fair Value
Canadian Dollar	CAD 2,000	$ 1,455	$ 1,481	10/1/2024	$ 26

Generally, the carrying value of our consolidated financial liabilities approximates fair value. We have adopted the principles under ASC Subtopic 825-10, Financial Instruments, or ASC 825-10, which provides companies with an option to report selected financial assets and liabilities at fair value, and made an irrevocable election to apply ASC 825-10 to the Credit Facility and the 2023 Notes. We elected to use the fair value option for the Credit Facility and the 2023 Notes to align the measurement attributes of both our assets and liabilities while mitigating volatility in earnings from using different measurement attributes. Due to that election and in accordance with GAAP, we incurred expenses of $3.3 million, $6.5 million, and zero relating to amendment costs on the Credit Facility and debt issuance costs on the 2023 Notes during the years ended September 30, 2025, 2024, and 2023, respectively. ASC 825-10 establishes presentation and disclosure requirements designed to facilitate comparisons between companies that choose different measurement attributes for similar types of assets and liabilities and to more easily understand the effect on earnings of a company's choice to use fair value. ASC 825-10 also requires entities to display the fair value of the selected assets and liabilities on the face of the Consolidated Statements of Assets and Liabilities and changes in fair value of the Credit Facility and the 2023 Notes are reported in our Consolidated Statements of Operations. We elected not to apply ASC 825-10 to any other financial assets or liabilities, including our 2026 Notes, 2036-R Asset-Backed Debt, 2036 Asset-Backed Debt, and 2037 Asset-Backed Debt.

For the years ended September 30, 2025, 2024, and 2023, the Credit Facility or our Prior Credit Facility, as applicable, the 2023 Notes had a net change in unrealized appreciation (depreciation) of approximately zero, zero, and $(2.3) million, respectively. As of September 30, 2025 and 2024 , the net unrealized appreciation (depreciation) on the Credit Facility and the 2023 Notes totaled approximately zero and zero, respectively. We use a nationally recognized independent valuation service to measure the fair value of the Credit Facility and 2023 Notes in a manner consistent with the valuation process that the board of directors uses to value our investments.

6. TRANSACTIONS WITH AFFILIATED COMPANIES

An affiliated portfolio company is a company in which we have ownership of 5% or more of its voting securities. A portfolio company is generally presumed to be a non-controlled affiliate when we own at least 5% but 25% or less of its voting securities and a controlled affiliate generally when we own more than 25% of its voting securities. Transactions related to our funded investments with both controlled and non-controlled affiliates for the year ended September 30, 2025 and 2024 were as follows ($ in thousands):

Name of Investment	Fair Value at September 30, 2024	Gross Additions	Sale of/ Distribution from Affiliates	Net Change in Unrealized Appreciation (Depreciation)	Fair Value at September 30, 2025	Interest Income	Dividend/Other Income	Net Realized Gains (Losses)
Controlled Affiliates								
Marketplace Events, LLC**	$ 57,107	$ 4,214	$ (36,984)	$ (24,337)	$ —	$ 5,062	$ 306	$ 22,811
PennantPark Senior Secured Loan Fund I LLC *	$ 294,128	$ 21,875	$ —	$ (34,035)	$ 281,968	$ 29,943	$ 16,626	$ —
Total Controlled Affiliates	$ 351,235	$ 26,089	$ (36,984)	$ (58,372)	$ 281,968	$ 35,005	$ 16,932	$ 22,811

* We and Kemper are the members of PSSL, a joint venture formed as a Delaware limited liability company that is not consolidated by us for financial reporting purposes. The members of PSSL make investments in the PSSL in the form of first lien secured debt and equity interests, and all portfolio and other material decisions regarding PSSL must be submitted to PSSL's board of directors or investment committee, both of which are comprised of two members appointed by each of us and Kemper. Because management of PSSL is shared equally between us and Kemper, we do not believe we control PSSL for purposes of the 1940 Act or otherwise.

**Marketplace was sold during Q1 2025 quarter.

Name of Investment	Fair Value at September 30, 2023	Gross Additions	Sale of/ Distribution from Affiliates	Net Change in Unrealized Appreciation (Depreciation)	Fair Value at September 30, 2024	Interest Income	Dividend/Other Income	Net Realized Gains (Losses)
Controlled Affiliates								
Marketplace Events, LLC	$ 34,027	$ 8,258	$ —	$ 14,822	$ 57,107	$ 5,180	$ 130	$ —
PennantPark Senior Secured Loan Fund I LLC *	$ 260,969	$ 39,375	$ —	$ (6,216)	$ 294,128	$ 29,913	$ 14,875	$ —
Total Controlled Affiliates	$ 294,996	$ 47,633	$ —	$ 8,606	$ 351,235	$ 35,093	$ 15,005	$ —

* We and Kemper are the members of PSSL, a joint venture formed as a Delaware limited liability company that is not consolidated by us for financial reporting purposes. The members of PSSL make investments in the PSSL in the form of first lien secured debt and equity interests, and all portfolio and other material decisions regarding PSSL must be submitted to PSSL's board of directors or investment committee, both of which are comprised of two members appointed by each of us and Kemper. Because management of PSSL is shared equally between us and Kemper, we do not believe we control PSSL for purposes of the 1940 Act or otherwise

7. CHANGE IN NET ASSETS FROM OPERATIONS PER COMMON SHARE

The following information sets forth the computation of basic and diluted per share net increase (decrease) in net assets resulting from operations:

	Years Ended September 30, 2025	2024	2023
Numerator for net increase in net assets resulting from operations	$ 66,365	$ 91,839	$ 39,261
Denominator for basic and diluted weighted average shares	92,541,677	65,725,197	50,832,980
Basic and diluted net increase in net assets per share resulting from operations	$ 0.72	$ 1.40	$ 0.77

8. TAXES AND DISTRIBUTIONS

Distributions from net investment income and net realized capital gains are determined in accordance with U.S. federal tax regulations, which may materially differ from amounts determined in accordance with GAAP. These book-to-tax differences are either temporary or permanent in nature. To the extent these differences are permanent, they are reclassified to undistributed net investment income, accumulated net realized gain or paid-in-capital, as appropriate. Distributions from net realized capital gains, if any, are normally declared and paid annually, but the Company may make distributions on a more frequent basis to comply with the distribution requirements for RICs under the Code.

As of September 30, 2025 and 2024, the cost of investments for federal income tax purposes approximates amortized cost reported in the Consolidated Schedule of Investments.

The following amounts were reclassified for tax purposes (in thousands):

	Years Ended September 30, 2025	2024	2023
Decrease in paid-in capital	$ (1,976)	$ (900)	$ (531)
Decrease in accumulated net realized loss	4	8	(1,645)
Increase in undistributed net investment income	1,972	892	2,176

The following reconciles net increase in net assets resulting from operations to taxable income:

	Years Ended September 30,		
	2025	2024	2023
Net increase in net assets resulting from operations	$ 66,365	$ 91,839	$ 39,261
Net realized gain (loss) on investments	6,046	(177)	16,155
Net realized gain (loss) on debt	—	383	—
Net change in unrealized depreciation (appreciation) on investments and debt	34,743	(14,324)	12,075
Other book-to-tax differences	1,668	11,435	(5,081)
Other non-deductible expenses	1,929	2,220	1,924
Taxable income before dividends paid deduction	$ 110,751	$ 91,376	$ 64,334

The components of undistributed taxable income on a tax basis and reconciliation to accumulated deficit on a book basis are as follows (in thousands):

	As of September 30,		
	2025	2024	2023
Undistributed ordinary income – tax basis	$ 25,251	$ 30,316	$ 17,158
Short-term realized loss carried forward	(28,074)	(16,286)	(16,544)
Long-term realized loss carried forward	(92,134)	(88,745)	(78,796)
Distributions payable and other book to tax differences	(1,827)	(11,639)	(5,959)
Net unrealized appreciation (depreciation) of investments and debt	(48,301)	(13,174)	(27,499)
Total accumulated deficit – book basis	$ (145,085)	$ (99,528)	$ (111,641)

The tax characteristics of distributions declared are as follows (in thousands):

	Years Ended September 30,		
	2025	2024	2023
Ordinary income (including short-term gains, if any)	$ 113,897	$ 80,627	$ 60,451
Long-term capital gain	—	—	—
Total distributions	$ 113,897	$ 80,627	$ 60,451
Total distributions per share based on weighted average shares	$ 1.23	$ 1.23	$ 1.19

9. CASH AND CASH EQUIVALENTS

Cash equivalents represent cash in money market funds pending investment in longer-term portfolio holdings. Our portfolio may consist of temporary investments in U.S. Treasury Bills (of varying maturities), repurchase agreements, money market funds or repurchase agreement-like treasury securities. These temporary investments with original maturities of 90 days or less are deemed cash equivalents and are included in the Consolidated Schedule of Investments. At the end of each fiscal quarter, we may take proactive steps to preserve investment flexibility for the next quarter by investing in cash equivalents, which is dependent upon the composition of our total assets at quarter-end. We may accomplish this in several ways, including purchasing U.S. Treasury Bills and closing out positions on a net cash basis after quarter-end, temporarily drawing down on the Credit Facility, or utilizing repurchase agreements or other balance sheet transactions as are deemed appropriate for this purpose. These amounts are excluded from average adjusted gross assets for purposes of computing the Investment Adviser's management fee. U.S. Treasury Bills with maturities greater than 60 days from the time of purchase are valued consistent with our valuation policy. As of September 30, 2025 cash and cash equivalents consisted of money market funds and non-money market funds in the amounts of $40.7 million and $82.0 million, respectively. As of September 30, 2024, cash and cash equivalents consisted of money market funds and non-money market funds in the amounts of $22.2 million and $89.8 million, respectively.

10. FINANCIAL HIGHLIGHTS

Below are the financial highlights for the years ended September 30 ($ in thousands, except share and per share data):

	2025	2024	2023	2022	2021
Per Share Data:					
Net asset value, beginning of year	$ 11.31	$ 11.13	$ 11.62	$ 12.62	$ 12.31
Net investment income [1]	1.16	1.18	1.33	1.18	1.02
Net change in realized and unrealized (loss) gain [1]	(0.44)	0.22	(0.56)	(1.10)	0.44
Net increase in net assets resulting from operations [1]	0.72	1.40	0.77	0.08	1.46
Distributions to stockholders [1], [2]					
Distribution of net investment income	(1.23)	(1.23)	(1.19)	(1.14)	(1.14)
Distribution of realized gains	—	—	—	—	—
Total distributions to stockholders	(1.23)	(1.23)	(1.19)	(1.14)	(1.14)
Accretive (Dilutive) effect of common stock issuance	0.03	0.01	(0.08)	0.06	—
Net asset value, end of year	$ 10.83	$ 11.31	$ 11.13	$ 11.62	$ 12.62
Per share market value, end of year	$ 8.89	$ 11.57	$ 10.66	$ 9.60	$ 12.79
Total return [3]	(13.64)%	20.99%	23.84%	(17.76)%	66.47%
Shares outstanding at end of year	99,217,896	77,579,896	58,734,702	45,345,638	38,880,728
Ratios / Supplemental Data:					
Ratio of operating expenses to average net assets [4]	5.62%	5.48%	5.90%	5.34%	3.77%
Ratio of debt related expenses to average net assets [5]	9.39%	9.12%	6.68%	5.85%	5.00%
Ratio of total expenses to average net assets [5]	15.01%	14.60%	12.58%	11.19%	8.77%
Ratio of net investment income to average net assets [5]	10.42%	10.44%	11.82%	9.55%	8.07%
Net assets at end of year	$ 1,074,516	$ 877,294	$ 653,605	$ 527,092	$ 490,611
Weighted average debt outstanding	$ 1,411,052	$ 803,084	$ 615,068	$ 698,765	$ 622,739
Weighted average debt per share [1]	$ 15.25	$ 12.22	$ 12.10	$ 17.06	$ 16.06
Asset coverage per unit [6]	$ 1,603	$ 1,742	$ 2,304	$ 1,784	$ 1,746
Portfolio turnover ratio	32.85%	29.66%	28.64%	45.03%	62.58%

*The expense and investment income ratios do not reflect the Company's proportionate share of income and expenses of PSSL and PTSF

[1] Based on the weighted average shares outstanding for the respective periods.

[2] The tax status of distributions is calculated in accordance with income tax regulations, which may differ from amounts determined under GAAP, and reported on Form 1099-DIV each calendar year.

[3] Based on the change in market price per share during the periods and assumes distributions, if any, are reinvested.

[4] Excludes debt related costs.

[5] Includes interest and expenses on debt (annualized) as well as Credit Facility amendment and debt issuance costs, if any (not annualized).

[6] The asset coverage ratio for a class of senior securities representing indebtedness is calculated on our consolidated total assets, less all liabilities and indebtedness not represented by senior securities, divided by the senior securities representing indebtedness at par (changed from fair value). This asset coverage ratio is multiplied by $1,000 to determine the asset coverage per unit.

11. DEBT

The annualized weighted average cost of debt for the years ended September 30, 2025, 2024, and 2023, inclusive of the fee on the undrawn commitment on the Credit Facility or the Prior Credit Facility, as applicable, amendment costs and debt issuance costs, was 6.8%, 8.5% and 6.2%, respectively. As of September 30, 2025, in accordance with the 1940 Act, with certain limited exceptions, we are only allowed to borrow amounts such that we are in compliance with a 150% asset coverage ratio requirement after such borrowing.

On April 5, 2018, our board of directors approved the application of the modified asset coverage requirements set forth in Section 61(a)(2) of the 1940 Act, as amended by the Consolidated Appropriations Act of 2018 (which includes the Small Business Credit Availability Act, or SBCAA). As a result, the asset coverage requirement applicable to us for senior securities was reduced from 200% (i.e., $1 of debt outstanding for each $1 of equity) to 150% (i.e., $2 of debt outstanding for each $1 of equity), effective as of April 5, 2019, subject to compliance with certain disclosure requirements. As of September 30, 2025 and 2024, our asset coverage ratio, as computed in accordance with the 1940 Act, was 160% and 174%, respectively.

Credit Facility

Maximum borrowings under Funding I's multi-currency Credit Facility with affiliates of Truist Bank (formerly SunTrust Bank), or the Lenders was $718.0 million (decreased from $736.0 million in April 2025) as of September 30, 2025, subject to satisfaction of certain conditions and the regulatory restrictions that the 1940 Act imposes on us as a BDC, has an interest rate spread above SOFR (or an alternative risk-free floating interest rate index) of 200 basis points, a maturity date of August 2030 and a revolving period that ends in August 2028. As of September 30, 2025 and 2024, Funding I had $683.9 million and $443.9 million of outstanding borrowings under the Credit Facility, respectively. The Credit Facility had a weighted average interest rate of 6.3% and 7.5%, exclusive of the fee on undrawn commitments as of September 30, 2025 and 2024, respectively. As of September 30, 2025 and 2024, we had $34.1 million and $192.1 million of unused borrowing capacity under the Credit Facility, respectively, subject to leverage and borrowing base restrictions.

In April 2025, the Credit Facility was amended. The terms of the amendment decreased the aggregate commitment amounts of the lenders party to the Credit Facility from $736.0 million to $718.0 million, decreased pricing under the Credit Facility to SOFR plus 200 basis points from SOFR plus 225 basis points, extended the reinvestment period one year to August 2028 from August 2027, extended the maturity date of the Credit Facility by one year to August 2030 from August 2029, and increased the maximum first lien advance rate to 72.5% from 70.0%.

The Credit Facility contains covenants, including, but not limited to, restrictions of loan size, industry requirements, average life of loans, geographic and individual portfolio concentrations, minimum portfolio yield and loan payment frequency. Additionally, the Credit Facility requires the maintenance of a minimum equity investment in Funding I and income ratio as well as restrictions on certain payments and issuance of debt. The Credit Facility compliance reporting is prepared on a basis of accounting other than GAAP. As of September 30, 2025, we were in compliance with the covenants relating to the Credit Facility.

We own 100% of the equity interest in Funding I and treat the indebtedness of Funding I as our leverage. Our Investment Adviser serves as collateral manager to Funding I under the Credit Facility.

Our interest in Funding I (other than the management fee) is subordinate in priority of payment to every other obligation of Funding I and is subject to certain payment restrictions set forth in the Credit Facility. We may receive cash distributions on our equity interests in Funding I only after it has made all required payments of (1) cash interest and, if applicable, principal to the Lenders, (2) administrative expenses and (3) claims of other unsecured creditors of Funding I. The Investment Adviser has irrevocably directed that any management fee owed with respect to such services is to be paid to the Company so long as the Investment Adviser remains the collateral manager.

2023 Notes

In November 2017, we issued $138.6 million aggregate principal amount of our 2023 Notes that matured on December 15, 2023. The 2023 Notes were issued pursuant to a deed of trust between the Company and Mishmeret Trust Company, Ltd., as trustee in November 2017. In connection with this offering, we have dual listed our common stock on the TASE. On February 7, 2024, the Company filed a notice with the Israel Securities Authority and the TASE voluntarily requesting to delist the Company's common stock from trading on the TASE. The last day of trading on the TASE was May 6, 2024 and the delisting of the Company's common stock from the TASE took effect on May 8, 2024.

The 2023 Notes paid interest at a rate of 4.3% per year. Interest on the 2023 Notes was payable semi-annually in arrears on June 15 and December 15 of each year, commencing June 15, 2018. The principal on the 2023 Notes was payable in four annual installments as follows: 15% of the original principal amount on December 15, 2020, 15% of the original principal amount on December 15, 2021, 15% of the original principal amount on December 15, 2022 and 55% of the original principal amount on December 15, 2023. On December 15, 2023, the remaining outstanding 2023 Notes were repaid in full.

The 2023 Notes were general, unsecured obligations, rank equal in right of payment with all of PennantPark Floating Rate Capital Ltd.'s existing and future senior unsecured indebtedness and are generally redeemable at our option. The deed of trust governing the 2023 Notes includes certain customary covenants, including minimum equity requirements, and events of default. Please refer to the deed of trust filed as Exhibit (d)(8) to our post-effective amendment filed on December 13, 2017 for more information. In connection with this offering, we dual listed our common stock on the TASE. On February 7, 2024, the Company filed a notice with the Israel Securities Authority and the TASE voluntarily requesting to de-list the Company's common stock form trading on the TASE. The last day of trading on the TASE was May 6, 2024 and the de-listing of the Company's stock from the TASE took effect on May 8, 2024.

The 2023 Notes have not been and will not be registered under the Securities Act and may not be offered or sold in the United States absent registration under the Securities Act or in transactions exempt from, or not subject to, such registration requirements.

2026 Notes

In March 2021 and in October 2021, we issued $100.0 million and $85.0 million, respectively, in aggregate principal amount of $185.0 million of our 2026 Notes at a public offering price per note of 99.4% and 101.5%, respectively. Interest on the 2026 Notes is paid semi-annually on April 1 and October 1 of each year, at a rate of 4.25% per year, commencing October 1, 2021. The effective interest rate is 4.15%. The 2026 Notes mature on April 1, 2026 and may be redeemed in whole or in part at our option subject to a make-whole premium if redeemed more than three months prior to maturity. The 2026 Notes are our general, unsecured obligations and rank equal in right of payment with all of our existing and future senior unsecured indebtedness. The 2026 Notes are effectively subordinated to all of our existing and future secured indebtedness

to the extent of the value of the assets securing such indebtedness and structurally subordinated to all of our existing and future indebtedness and other obligations of any of our subsidiaries, financing vehicles, or similar facilities. We do not intend to list the 2026 Notes on any securities exchange or automated dealer quotation system.

2031 Asset-Backed Debt / 2036-R Asset-Backed Debt

In September 2019, the Company completed the $301.4 million term debt securitization. Term debt securitizations, also known as CLOs, are a form of secured financing incurred by the Company, which is consolidated by the Company and subject to the Company's asset coverage requirements. The 2031 Asset-Backed Debt was issued by the Securitization Issuer. The 2031 Asset-Backed Debt was secured by the middle market loans, participation interests in middle market loans and other assets of the Securitization Issuer. The Debt Securitization was executed through (A) a private placement of: (i) $78.5 million Class A-1 Senior Secured Floating Rate Loans maturing 2031, which bore interest at the three-month SOFR plus 1.8%, (ii) $15.0 million Class A-2 Senior Secured Fixed Rate Notes due 2031, which bore interest at 3.7%, (iii) $14.0 million Class B-1 Senior Secured Floating Rate Notes due 2031, which bore interest at the three-month SOFR plus 2.9%, (iv) $16.0 million Class B-2 Senior Secured Fixed Rate Notes due 2031, which bore interest at 4.3%, (v) $19.0 million Class C-1 Secured Deferrable Floating Rate Notes due 2031, which bore interest at the three-month SOFR plus 4.0%, (vi) $8.0 million Class C-2 Secured Deferrable Fixed Rate Notes due 2031, which bore interest at 5.4%, and (vii) $18.0 million Class D Secured Deferrable Floating Rate Loans due 2031, which bore interest at the three-month SOFR plus 4.8% and (B) the borrowing of $77.5 million Class A-1 Senior Secured Floating Rate Notes due 2031, which bore interest at the three-month SOFR plus 1.8%, under a credit agreement by and among the Securitization Issuers, as borrowers, various financial institutions, as lenders, and U.S. Bank National Association, as collateral agent and as loan agent. The annualized interest on the 2031 Asset-Backed Debt will be paid, to the extent of funds available. The reinvestment period of the Debt Securitization ended on October 15, 2023 and the 2031 Asset-Backed Debt was scheduled to mature on October 15, 2031.

On the closing date of the Debt Securitization, in consideration of our transfer to the Securitization Issuer of the initial closing date loan portfolio, which included loans distributed to us by certain of our wholly-owned subsidiaries, the Securitization Issuer transferred to us 100% of the Preferred Shares of the Securitization Issuer, 100% of the Class D Secured Deferrable Floating Rate Notes issued by the Securitization Issuer, and a portion of the net cash proceeds received from the sale of the 2031 Asset-Backed Debt. The Preferred Shares of the Securitization Issuer do not bear interest and had a stated value of approximately $55.4 million at the closing of the Debt Securitization.

The 2031 Asset-Backed Debt is included in the Consolidated Statement of Assets and Liabilities as debt of the Company and the Class D Secured Deferrable Floating Rate Notes and the Preferred Shares of the Securitization Issuer were eliminated in consolidation. As of September 30, 2025 and 2024, the Company had zero, respectively, of 2031 Asset-Backed Debt outstanding with a weighted average interest rate of zero, respectively. As of September 30, 2025 and 2024, the unamortized fees on the 2031 Asset-Backed Debt were zero, respectively.

On July 25, 2024, the Company closed the refinancing of the 2031 Asset-Backed Debt and upsize of a four-year reinvestment period, twelve-year final maturity $351.0 million debt securitization in the form of a collateralized loan obligation (the "2036-R Asset-Backed Debt"). The 2036-R Asset-Backed Debt was executed through: (A) the issuance by the Issuers of the following classes of notes pursuant that certain indenture, dated September 19, 2019, by and among the Issuers and U.S. Bank Trust Company, National Association, as amended by the second supplemental indenture, dated June 25, 2024): (i) $203 million of A-1-R Notes, which bear interest at the three-month SOFR plus 1.75%, (ii) $10.5 million of A-2-R Notes, which bear interest at three-month SOFR plus 1.90%, (iii) $12 million of Class B-R Notes, which bear interest at three-month SOFR plus 2.05%, (iv) $28 million of C-R Notes, which bear interest at three-month SOFR plus 2.75% and (v) $21 million of D-R Notes, which bear interest at three-month SOFR plus 4.30%, (B) the issuance by the Issuer of $64 million of subordinated notes pursuant to the Indenture and (C) the borrowing by the Issuer of $12.5 million of Class B-R Loans, which bear interest at three-month SOFR plus 2.05%, pursuant to a credit agreement, dated the closing date, by and among the Issuers, the various financial institutions and other persons party thereto, as lenders and U.S. Bank Trust Company, National Association, as loan agent and as trustee. The Replacement Debt matures in July 2036. The Replacement Debt was 100% funded at closing.

The obligations of the Issuers under the Replacement are non-recourse to the Company. The Company retained the Class D-R Notes and the Subordinated Notes through a consolidated subsidiary. As of September 30, 2025 and 2024, the Company had $266.0 million, respectively, of 2036-R Asset-Backed Debt outstanding with a weighted average interest rate of 6.2% and 7.2%, respectively. As of September 30, 2025 and 2024, the unamortized fees on the 2036-R Asset-Backed Debt were $0.6 million and $0.8 million, respectively.

Our Investment Adviser serves as collateral manager to the Securitization Issuer pursuant to the Collateral Management Agreement. For so long as our Investment Adviser serves as collateral manager, it will elect to irrevocably waive any collateral management fee to which it may be entitled under the Collateral Management Agreement.

2036 Asset-Backed Debt

In February 2024, the Company completed the $350.6 million term debt securitization. Term debt securitizations, also known as CLOs, are a form of secured financing incurred by the Company, which is consolidated by the Company and subject to the Company's asset coverage requirements. The 2036 Asset-Backed Debt was issued by the 2036 Securitization Issuer. The 2036 Asset-Backed Debt is secured by the middle market loans, participation interests in middle market loans and other assets of the 2036 Securitization Issuer. The Debt Securitization was executed through (A) a private placement of: (i) $139.5 million of AAA(sf) Class A-1 Notes, which bear interest at the three-month SOFR plus 2.30%, (ii) $14 million of AAA(sf) Class A-2 Notes, which bear interest at three-month SOFR plus 2.70%, (iii) $24.5 million of AA(sf) Class B Notes, which bear interest at three-month SOFR plus 2.90%, (iv) $28 million of A(sf) Class C Notes, which bear interest at three-month SOFR plus 3.90%, (v) $21 million of BBB-(sf) Class D Notes, which bear interest at three-month SOFR plus 5.90%, (together, the "Secured Notes"), and (vi) $63.6 million of subordinated notes ("Subordinated Notes") and (B) the borrowing of $60.0 million AAA(sf) Class A-1 Senior Secured Floating Rate Loans (the "Class A-1 Loans" and together with the Secured Notes and Subordinated Notes, the "Debt"), which bear interest at three-month SOFR plus 2.30%, under a credit agreement (the "Credit Agreement"), dated as of the Closing Date, by and among the Issuer, as borrower, various financial institutions, as lenders, and Wilmington Trust, National Association, as collateral agent and as loan agent. The annualized interest on the 2036 Asset-Backed Debt will be paid, to the extent of funds available. The Debt is scheduled to mature on April 18, 2036.

The 2036 Asset-Backed Debt is included in the Consolidated Statement of Assets and Liabilities as debt of the Company and the Subordinated Notes of the 2036-Securitization Issuer were eliminated in consolidation. As of September 30, 2025 and September 30, 2024, the Company had $287.0 million of 2036 Asset-Backed Debt outstanding with a weighted average interest rate of 7.1% and 8.1%. As of September 30, 2025 and September 30, 2024, the unamortized fees on the 2036 Asset-Backed Debt were $2.4 million and $2.9 million, respectively.

Our Investment Adviser serves as collateral manager to the 2036-Securitization Issuer pursuant to the Collateral Management Agreement. For so long as our Investment Adviser serves as collateral manager, it will elect to irrevocably waive any collateral management fee to which it may be entitled under the Collateral Management Agreement.

2037 Asset-Backed Debt

In February 2025, the Company completed the 2037 Debt Securitization. The 2037 Notes were issued by the 2037 Securitization Issuer and are backed by a portfolio of collateral obligations consisting of middle market loans and participation interests in middle market loans as well as by other assets of the 2037 Securitization Issuer. The transaction was executed through (A) a private placement of $220.5 million of AAA(sf) Class A-1 Notes, which bear interest at the three-month SOFR plus 1.49% (the "2037 Class A-1 Notes"), (ii) $19.0 million of AAA(sf) Class A-2 Notes, which bear interest at three-month SOFR plus 1.60% (the"2037 Class A-2 Notes"), (iii) $28.5 million of AA(sf) Class B Notes, which bear interest at three-month SOFR plus 1.75% (the "2037 Class B Notes"), (iv) $38.0million of A(sf) Class C Notes, which bear interest at three-month SOFR plus 2.20% (the "2037 Class C Notes"), (v) $28.5 million of BBB-(sf) Class D Notes, which bear interest at three-month SOFR plus 3.60%, (the "2037 Class D Notes" and, collectively with the 2037 Class A-2 Notes, the 2037 Class B Notes and the 2037 Class D Notes, the "2037 Secured Notes"), and (vi) $85.1 million of subordinated notes (the "2037 Subordinated Notes" and, together with the 2037 Secured Notes, the"2037 Notes") and (B) the borrowing by the 2037 Securitization Issuer of $10.0 million under AAA(sf) Class A-1L-A floating rate loans (the "2037 Class A-1L-ALoans") and $45.0 million under AAA(sf) Class A-1L-B floating rate loans (the "2037 Class A-1L-B Loans" and, together with the Class A-1L-A Loans, the "2037Asset-Backed Loans," and collectively with the 2037 Secured Notes and 2037 Subordinated Notes, the "2037 Asset-Backed Debt"), which bear interest at three-month SOFR plus 1.49%. The 2037 Asset-Backed Debt is scheduled to mature on April 20, 2037.

The 2037 Asset-Backed Debt is included in the Consolidated Statement of Assets and Liabilities as debt of the Company and the 2037 Class D Notes and the 2037 Subordinated Notes of the 2037 Securitization Issuer were eliminated in consolidation. The Company retained the 2037 Class D Notes and the 2037 Subordinated Notes. A portion of the proceeds received by the 2037 Securitization Issuer from the loans securing the 2037 Asset-Backed Loans and the 2037 Secured Notes may be used to purchase additional middle market loans under the direction of the Investment Adviser through April 20, 2029. As of September 30, 2025, the Company had $361.0 million of 2037 Asset-Backed Debt outstanding with a weighted average interest rate of 5.9%. As of September 30, 2025, the unamortized fees on the 2037 Asset-Backed Debt were $2.7 million.

Our Investment Adviser serves as collateral manager to the 2037 Securitization Issuer pursuant to the Collateral Management Agreement. For so long as our Investment Adviser serves as collateral manager, it will elect to irrevocably waive any collateral management fee to which it may be entitled under the Collateral Management Agreement.

12. COMMITMENTS AND CONTINGENCIES

From time to time, we, the Investment Adviser or the Administrator may be a party to legal proceedings, including proceedings relating to the enforcement of our rights under contracts with our portfolio companies. While the outcome of these legal proceedings cannot be predicted with certainty, we do not expect that these proceedings will have a material effect upon our financial condition or results of operations. Unfunded debt and equity investments, if any, are disclosed in the Consolidated Schedules of Investments. As of September 30, 2025 and 2024, we had $603.7 million and $632.2 million, respectively, in commitments to fund investments. Additionally, as described in Note 4, the Company had unfunded commitments of up to $65.6 million and zero to PSSL as of September 30, 2025 and 2024, respectively, that may be contributed primarily for the purpose of funding new investments approved by the PSSL board of directors or investment committee. Additionally, as described in Note 4, the Company had unfunded commitments of up to $150 million and zero to PSSL II as of September 30, 2025 and 2024, respectively, that may be contributed primarily for the purpose of funding new investments approved by the PSSL II board of directors or investment committee.

13. UNCONSOLIDATED SIGNIFICANT SUBSIDIARIES

We must determine which, if any, of our unconsolidated controlled portfolio companies is a "significant subsidiary" within the meaning of Regulation S-X. We have determined that, as of September 30, 2025, PennantPark Senior Secured Loan Fund I LLC triggered at least one of the significance tests. Because none of the significance tests under Rule 3-09 of Regulation S-X were triggered by PennantPark Senior Secured Loan Fund I LLC, separate audited financial statements of PennantPark Senior Secured Loan Fund I LLC are not required (and instead only summarized financial information is required pursuant to Rule 4-08(g) of Regulation S-X) but nonetheless, separate audited financial statements of PennantPark Senior Secured Loan Fund I LLC for the years ended September 30, 2025, 2024, and 2023 are also being filed voluntarily herewith as Exhibit 99.3 and Exhibit 99.4 to assist investors with better understanding the financial position of PennantPark Senior Secured Loan Fund I LLC.

14. SEGMENT REPORTING

The Company operates through a single operating and reporting segment with an investment objective to generate both current income and capital appreciation through debt and equity investments. CODM is comprised of the Company's Chief Executive Officer and Chief Financial Officer. The CODM assesses the performance and makes operating decisions of the Company on a consolidated basis primary based on the Company's net increase (decrease) in net assets resulting from operations ("Net Income") and net investments income ("NII"). The CODM utilizes Net Income and NII as the key metrics in determining the amount of dividends to be distributed to the Company's stockholders. As the Company's operations comprise of single reporting segment, the segment assets are reflected on the accompanying consolidated statements of assets and liabilities as "total assets" and significant segment expenses are listed on accompanying consolidated statements of operations.

15. SUBSEQUENT EVENTS

Subsequent to September 30, 2025, PSSL II commenced operations.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

As of September 30, 2025, we, including our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Exchange Act). Based on that evaluation, our management, including the Chief Executive Officer and Chief Financial Officer, concluded that, due to the material weakness in the Company's internal control over financial reporting described in Management's Report on Internal Control Over Financial Reporting, which appears on page 62 of this Form 10-K, our disclosure controls and procedures were not effective to provide reasonable assurance that information required to be disclosed in our periodic SEC filings is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Specifically, a material weakness was identified in the operation of controls related to our quarterly review of equity investment valuations with respect to the allocation of value of the portfolio company to the Company's holdings. However, in evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of such possible controls and procedures. Notwithstanding the material weakness referenced above, management believes that the financial statements included in this Annual Report on Form 10-K present fairly, in all material respects, the Company's financial position, results of its operations, changes in net assets and cash flows for the periods presented. We have begun the process of, and are focused on, further enhancing effective internal control measures to improve our internal control over financial reporting and remediate the material weakness noted above. Our internal control remediation efforts include the following:

- Enhance existing review controls of equity investments related to the allocation of the portfolio company's enterprise value to the Company's holdings to ensure allocations are consistent with the relevant and respective source document; and
- Enhancing policies and procedures to demonstrate a commitment to improving our overall control environment.

We believe our planned actions to enhance our processes and controls will address this material weaknesses, but these actions are subject to ongoing management evaluation, and we will need a period of execution to demonstrate remediation. We are committed to the continuous improvement of our internal controls over financial reporting and will continue to diligently review our internal control over financial reporting.

(b) Management's Report on Internal Control Over Financial Reporting

Management's Report on Internal Control Over Financial Reporting, which appears on page 62 of this Form 10-K, is incorporated by reference herein.

(c) Changes in Internal Controls Over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) during our most recently completed fiscal quarter, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Please see Management's Report on Internal Control Over Financial Reporting, which appears on page 62 of this Form 10-K for a description of a material weakness identified by Management.

Item 9B. Other Information

On November 20, 2025, the board of directors of the Company approved an amended Joint Code of Ethics (the "Amended Code") applicable to, among others, the Company and the Investment Adviser. The changes were designed to include coverage of PennantPark Private Income Fund, a privately traded BDC, its investment adviser, PennantPark Private Income Fund Advisers LLC and PennantPark Enhanced Income Fund, a registered closed-end interval fund.

The amendments reflected in the Amended Code did not relate to or result in any waiver, explicit or implicit, of any provision of the previous Joint Code of Ethics.

The foregoing description of the revisions reflected in the Amended Code is qualified in its entirety by reference to the full text of the Amended Code, a copy of which is filed as Exhibit 14.1 to this Annual Report on Form 10-K. A copy of the Amended Code is also available on the Company's website at www.pennantpark.com.

10b5-1 Disclosure

None of the officers or directors of the Company have adopted or terminated any Rule 10b5-1 trading arrangements applicable to them (if any) or the Company.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable

PART III

We will file a definitive Proxy Statement for our 2026 Annual Meeting of Stockholders with the SEC, pursuant to Regulation 14A, not later than 120 days after the end of our fiscal year. Accordingly, certain information required by Part III has been omitted under General Instruction G(3) to Form 10-K. Only those sections of our definitive Proxy Statement that specifically address the items set forth herein are incorporated by reference.

Item 10. Directors, Executive Officers and Corporate Governance

The information required by Item 10 is hereby incorporated by reference from our definitive Proxy Statement relating to our 2026 Annual Meeting of Stockholders, to be filed with the SEC within 120 days following the end of our fiscal year.

Item 11. Executive Compensation

The information required by Item 11 is hereby incorporated by reference from our definitive Proxy Statement relating to our 2026 Annual Meeting of Stockholders, to be filed with the SEC within 120 days following the end of our fiscal year.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by Item 12 is hereby incorporated by reference from our definitive Proxy Statement relating to our 2026 Annual Meeting of Stockholders, to be filed with the SEC within 120 days following the end of our fiscal year.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by Item 13 is hereby incorporated by reference from our definitive Proxy Statement relating to our 2026 Annual Meeting of Stockholders, to be filed with the SEC within 120 days following the end of our fiscal year.

Item 14. Principal Accountant Fees and Services

The information required by Item 14 is hereby incorporated by reference from our definitive Proxy Statement relating to our 2026 Annual Meeting of Stockholders, to be filed with the SEC within 120 days following the end of our fiscal year.

PART IV

Item 15. Exhibits and Financial Statement Schedules

The following documents are filed as part of this Annual Report:

(1)Index to Financial Statements — Refer to Item 8 starting on page 61.

(2)Financial Statement Schedules — None.

(3)Exhibits

3.1	Articles of Amendment and Restatement of the Registrant (Incorporated by reference to the Registrant's Pre-Effective Amendment No. 3 to the Registration Statement on Form N-2 (File No. 333-170243), filed on March 29, 2011).
3.2	Second Amended and Restated Bylaws of the Registrant (Incorporated by reference to Exhibit 3.2 to the Registrant's Quarterly Report on Form 10-Q (File No. 814-00891), filed on May 11, 2020).
4.1	Form of Share Certificate (Incorporated by reference to the Registrant's Pre-Effective Amendment No. 5 to the Registration Statement on Form N-2 (File No. 333-170243), filed on April 5, 2011).
4.2	Indenture, dated as of September 19, 2019, by and among PennantPark CLO I, Ltd., as issuer, PennantPark CLO I, LLC, as co-issuer, and U.S. Bank National Association, as trustee and as collateral agent (Incorporated by reference to Exhibit 99.2 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on September 20, 2019).
4.3	Indenture, dated as of March 23, 2021, by and between the Company and American Stock Transfer & Trust Company, LLC, as trustee (Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on March 23, 2021).
4.4	First Supplemental Indenture, dated as of March 23, 2021, by and between the Company and American Stock Transfer & Trust Company, LLC, as trustee (Incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on March 23, 2021.
4.5	Indenture, dated as of February 20, 2025, by and between PennantPark CLO 11, LLC, as issuer, and Western Alliance Trust Company, National Association, as trustee and collateral agent (Incorporated by reference to Exhibit 99.1 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on February 24, 2025)
4.6	Description of Securities (Incorporated by reference to Exhibit 4.4 to the Registrant's Annual Report on Form 10-K (File No. 814-00891) filed on November 20, 2019)
10.1	Amended and Restated Administration Agreement, dated as of May 20, 2024, between the Registrant and PennantPark Investment Administration, LLC (Incorporated by reference to Exhibit 2(k)(2) to the Registrant's Registration on Form N-2 (File No. 333-279726), filed on May 24, 2024).
10.2	Dividend Reinvestment Plan (Incorporated by reference to Exhibit 99(e) to the Registrant's Pre-Effective Amendment No. 3 to the Registration Statement on Form N-2 (File No. 333-170243), filed on March 29, 2011).
10.3	Third Amended and Restated Investment Advisory Management Agreement, dated as of May 20, 2024, between PennantPark Floating Rate Capital Ltd. and PennantPark Investment Advisers, LLC (Incorporated by reference to Exhibit (g) to the Registrant's Registration Statement on Form N-2 (File No. 333-279726), filed on June 21, 2024).
10.4	Limited Liability Company Agreement of PennantPark Senior Secured Loan Fund I LLC, dated as of May 4, 2017, by and between PennantPark Floating Rate Capital Ltd. and Trinity Universal Insurance Company (Incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q (File No. 814-00891), filed on August 8, 2017).
10.5	Indemnification Agreement, dated as of November 15, 2016, between PennantPark Floating Rate Capital Ltd. and each of the directors and officers listed on Schedule A attached thereto (Incorporated by reference to Exhibit 10.6 to the Registrant's Annual Report on Form 10-K (File No. 814-00891) filed on November 22, 2016).
10.6	Credit Agreement, dated as of September 19, 2019, by and among PennantPark CLO I, Ltd., as borrower, PennantPark CLO I, LLC, as co-borrower, the various financial institutions party thereto from time to time, as lenders, and U.S. Bank National Association, as collateral agent and as loan agent (Incorporated by reference to Exhibit 99.3 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on September 20, 2019).
10.7	Master Participation Agreement, dated as of September 19, 2019, between PennantPark Floating Rate Funding I, LLC, as seller and PennantPark CLO I, Ltd., as buyer (Incorporated by reference to Exhibit 99.6 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on September 20, 2019).
10.8	Revolving Credit and Security Agreement, dated as of August 12, 2021, among PennantPark Floating Rate Funding I, LLC, as the borrower, PennantPark Investment Advisers, LLC, as the collateral manager, the lenders from time to time party thereto, Truist Bank., as administrative agent, Truist Securities, Inc., as lead arranger, U.S. Bank National Association, as collateral agent, U.S. Bank National Association, as collateral administrator, U.S. Bank National Association, as backup collateral manager, and U.S. Bank National Association, as custodian (Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on August 18, 2021).
10.9	Amended and Restated Purchase and Contribution Agreement, dated as of August 12, 2021, among PennantPark Floating Rate Capital Ltd., as the seller, and PennantPark Floating Rate Funding I, LLC, as the buyer. (Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on August 18, 2021).
10.10	Equity Distribution Agreement, dated as of July 17, 2024, by and among PennantPark Floating Rate Capital Ltd., PennantPark Investment Advisers, LLC, PennantPark Investment Administration, LLC and Citizens JMP Securities, LLC, as the sales agent (Incorporated by reference to Exhibit 1.1 to the Registrants Current Report on Form 8-K (File No, 814-00891) filed on July 18, 2024).

10.11	Equity Distribution Agreement, dated as of July 17, 2024, by and among PennantPark Floating Rate Capital Ltd., PennantPark Investment Advisers, LLC, PennantPark Investment Administration, LLC and Citizens JMP Securities, LLC, as the sales agent (Incorporated by reference to Exhibit 1.2 to the Registrants Current Report on Form 8-K (File No, 814-00891) filed on July 18, 2024).
10.12	Equity Distribution Agreement, dated as of July 17, 2024, by and among PennantPark Floating Rate Capital Ltd., PennantPark Investment Advisers, LLC, PennantPark Investment Administration, LLC and Citizens JMP Securities, LLC, as the sales agent (Incorporated by reference to Exhibit 1.3 to the Registrants Current Report on Form 8-K (File No, 814-00891) filed on July 18, 2024).
10.13	Underwriting Agreement, dated August 8, 2022, among PennantPark Floating Rate Capital Ltd., PennantPark Investment Advisers, LLC, PennantPark Investment Administration, LLC, and Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Keefe, Bruyette & Woods, Inc., RBC Capital Markets, LLC and Truist Securities, Inc., as representatives of the several underwriters named on Schedule A thereto (Incorporated by reference to Exhibit 1.1 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on August 11, 2022).
10.14	Underwriting Agreement, dated January 23, 2023, among PennantPark Floating Rate Capital Ltd., PennantPark Investment Advisers, LLC, PennantPark Investment Administration, LLC, and Morgan Stanley & Co. LLC, UBS Securities LLC, Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Keefe, Bruyette & Woods, Inc., as representatives of the several underwriters named on Schedule A thereto (Incorporated by reference to Exhibit 1.1 to the Registrant's Form 8-K (File No. 814-00891), filed on January 26, 2023).
10.15	First Amendment to Revolving Credit and Security Agreement, dated September 15, 2022, among PennantPark Floating Rate Funding I, LLC, PennantPark Investment Advisers, LLC, the lenders from time to time party thereto, Truist Bank, as administrative agent and swingline lender, U.S. Bank National Association, as collateral agent, custodian, collateral administrator and backup collateral manager (Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on September 21, 2022).
10.16	Indenture, dated as of February 22, 2024, by and between PennantPark CLO VIII, LLC, as issuer, and Wilmington Trust, National Association, as trustee and as collateral agent (Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 814-00891) filed on February 27, 2024).
10.17	Credit Agreement, dated as of February 22, 2024, by and among PennantPark CLO VIII, LLC, as borrower, the various financial institutions party thereto from time to time, as lenders, and Wilmington Trust, National Association, as collateral agent and as loan agent (Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File No. 814-00891) filed on February 27, 2024).
10.18	Collateral Management Agreement, dated as of February 22, 2024, between PennantPark CLO VIII, LLC, as issuer, and PennantPark Investment Advisers, LLC, as collateral manager (Incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K (File No. 814-00891) filed on February 27, 2024).
10.19	Master Loan Sale Agreement, dated as of February 22, 2024, among PennantPark Floating Rate Capital Ltd., as seller, PennantPark CLO VIII, LLC, as buyer, and PennantPark Floating Rate Funding I, LLC as the financing subsidiary (Incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K (File No. 814-00891) filed on February 27, 2024).
10.20	Credit Agreement, dated July 25, 2024, by and among the PennantPark CLO I, Ltd, PennantPark CLO I, LLC, the various financial institutions and other persons party thereto, and U.S. Bank Trust Company, National Association (Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on July 29, 2024).
10.21	Amended and Restated Master Loan Sale Agreement, dated July 25, 2024, by and between PennantPark Floating Rate Capital Ltd., PennantPark CLO Depositor, LLC and PennantPark CLO I, Ltd. (Incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on July 29, 2024).
10.22	Amended and Restated Collateral Management Agreement, dated July 25, 2024, by and between PennantPark CLO I, Ltd. and PennantPark Investment Advisers, LLC (Incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on July 29, 2024).
10.23	Third Amendment to Revolving Credit and Security Agreement, dated August 8, 2024, by and among PennantPark Floating Rate Funding I, LLC as borrower, PennantPark Investment Advisers, LLC as collateral manager, the lenders from time to time party thereto, Truist Bank, as administrative agent for the secured parties and swingline lender, and U.S. Bank Trust Company, National Association, as collateral agent, collateral administrator and back-up collateral administrator (Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on August 9, 2024).
10.24	Facility Amount Increase Request, dated as of December 11, 2024, among Truist Bank, as Administrative Agent, PennantPark Floating Rate Funding, I, LLC, PennantPark Investment Advisers, LLC, Raymond James Bank, Western Alliance Bank and U.S Bank Trust Company, National Association as Collateral Administrator (Incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q (File No. 814-00891), filed on February 10, 2025.
10.25	Class A-1L-A Credit Agreement, dated as of February 20, 2025, by and among PennantPark CLO 11, LLC, as borrower, the various financial institutions party thereto from time to time, as lenders, and Western Alliance Trust Company, National Association, as collateral agent and as loan agent, (Incorporated by reference to Exhibit 99.2 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on February 24, 2025.
10.26	Class A-1L-B Credit Agreement, dated as of February 20, 2025, by and among PennantPark CLO 11, LLC, as borrower, the various financial institutions party thereto from time to time, as lenders, and Western Alliance Trust Company, National Association, as collateral agent and as loan agent, (Incorporated by reference to Exhibit 99.3 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on February 24, 2025).
10.27	Collateral Management Agreement, dated as of February 20, 2025, by and between PennantPark CLO 11, LLC as issuer, and PennantPark Investment Advisers, LLC, as collateral manager. (Incorporated by reference to Exhibit 99.4 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on February 24, 2025).

10.28	Master Loan Sale Agreement, dated as of February 20, 2025, by and between PennantPark Floating Rate Capital Ltd., as seller, and PennantPark CLO 11, LLC, as buyer (Incorporated by reference to Exhibit 99.5 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on February 24, 2025).
10.29	Fourth Amendment to Revolving Credit and Security Agreement, dated April 16, 2025, by and among PennantPark Floating Rate Funding I, LLC as borrower, PennantPark Investment Advisers, LLC as collateral manager, the lenders from time to time party thereto, Truist Bank, as administrative agent for the secured parties and swingline lender, Fifth Third Bank, National Association as Documentation Agent and U.S Bank Trust Company, National Association, as collateral agent, collateral administrator and back-up collateral administrator (Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 814-00891). filed on April 22, 2025).
10.30	Fifth Amendment to Revolving Credit and Security Agreement, dated August 4, 2025, by and among PennantPark Floating Rate Funding 1, LLC as borrower, PennantPark Investment Advisers, LLC as collateral manager, the lenders from time to time party thereto, Truist Bank, as administrative agent for the secured parties and swingline lender, Fifth Third Bank, National Association as Documentation Agent and U.S Bank Trust Company, National Association, as collateral agent, collateral administrator and back-up collateral administrator.
10.31	Limited Liability Company Agreement of PennantPark Senior Secured Loan Fund II LLC, dated as of August 8, 2025, by and between PennantPark Floating Rate Capital Ltd. and HL SCOPE RIC LLC (Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 814-00891), filed on August 13, 2025)
14.1*	Joint Code of Ethics of the Registrant
19.1	Insider Trading Policy (included in the Joint Code of Ethics of the Registrant) (Incorporated by reference to Exhibit 14.1 to this Annual Report on Form 10-K).
21.1*	Subsidiaries of the Registrant.
23.1*	Consent of RSM US LLP.
31.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, as amended.
31.2*	Certification of Chief Financial Officer pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, as amended.
32.1*	Certification of Chief Executive Officer pursuant to section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Chief Financial Officer pursuant to section 906 of the Sarbanes-Oxley Act of 2002.
99.1	Privacy Policy of the Registrant (Incorporated by reference to Exhibit 99.1 to the Registrant's Annual Report on Form 10-K (File No. 814-00891), filed on December 8, 2023.
99.2*	Report of RSM US LLP on Senior Securities Table
99.3*	Audited Consolidated Financial Statements of PennantPark Senior Secured Loan Fund I LLC for the Years Ended September 30, 2025 and 2024.
99.4*	Audited Consolidated Financial Statements of PennantPark Senior Secured Loan Fund I LLC for the Years Ended September 30, 2024 and 2023.
97.1	Clawback Policy (Incorporated by reference to Exhibit 97.1 to the Registrant's Annual Report on Form 10-K (File No. 814-00891), filed on December 8, 2023.
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* Filed herewith

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on November 24, 2025.

By: /s/ ARTHUR H. PENN
Name: **Arthur H. Penn**
Title: **Chief Executive Officer and Chairman of the Board of Directors**

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ARTHUR H. PENN **Arthur H. Penn**	Chief Executive Officer and Chairman of the Board of Directors (Principal Executive Officer)	November 24, 2025
/s/ RICHARD T. ALLORTO, JR. **Richard T. Allorto, Jr.**	Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	November 24, 2025
/s/ ADAM K. BERNSTEIN **Adam K. Bernstein**	Director	November 24, 2025
/s/ JEFFREY FLUG **Jeffrey Flug**	Director	November 24, 2025
/s/ MARSHALL BROZOST **Marshall Brozost**	Director	November 24, 2025
/s/ SAMUEL L. KATZ **Samuel L. Katz**	Director	November 24, 2025
/s/ JOSÉ A. BRIONES, JR. **José A. Briones**	Director	November 24, 2025

Exhibit 10.30

Fifth Amendment to
Revolving Credit and Security Agreement

This Fifth Amendment to Revolving Credit and Security Agreement, dated as of August 4, 2025 (the *"Amendment"*), is made pursuant to that certain Revolving Credit and Security Agreement dated as of August 12, 2021 (as renewed, amended or restated from time to time, the *"Credit Agreement"*), among PennantPark Floating Rate Funding I, LLC, a Delaware limited liability company, as borrower (together with its permitted successors and assigns, the *"Borrower"*); PennantPark Investment Advisers, LLC, a Delaware limited liability company, as the collateral manager (together with its permitted successors and assigns, the *"Collateral Manager"*), the Lenders from time to time party hereto; Truist Bank, as administrative agent for the Secured Parties (as hereinafter defined) (in such capacity, together with its successors and assigns, the *"Administrative Agent"*), Truist Bank, as the swingline lender (the "*Swingline Lender*"), U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as collateral agent for the Secured Parties (as hereinafter defined) (in such capacity, together with its successors and assigns, the *"Collateral Agent"*); U.S. Bank National Association, as custodian (in such capacity, together with its successors and assigns, the *"Custodian"*); U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as collateral administrator (in such capacity, together with its successors and assigns, the *"Collateral Administrator"*); and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as backup collateral manager (in such capacity, together with its successors and assigns, the *"Backup Collateral Manager"*).

Witnesseth:

Whereas, the Borrower, the Collateral Manager, the Lenders, the Administrative Agent, the Collateral Agent, the Custodian, and the Backup Collateral Manager have previously entered into and are currently party the Credit Agreement; and;

Whereas, the parties hereto desire to make certain amendments to the Credit Agreement pursuant to the terms and conditions set forth herein.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms hereof, the Credit Agreement is hereby amended 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. Subject to the satisfaction of the conditions precedent set forth in Section 3 below, the Credit Agreement shall be amended with text marked in underline (e.g., addition or addition) indicating additions to the Credit Agreement and with text marked in strikethrough (e.g., ~~deletion~~ or ~~deletion~~) indicating deletions to the Credit Agreement as set forth in Exhibit A attached hereto.

Section 3 Conditions Precedent. This Amendment shall become effective upon satisfaction of the following:

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

Section 4. Condition Subsequent. On the date that is seventy-five (75) calendar days after the Fifth Amendment Participation Pool Acquisition Date (as defined in Exhibit A attached hereto), the Borrower shall deliver to the Administrative Agent an updated Schedule 5 to the Credit Agreement specifying which Participation Interests in the Fifth Amendment Participation Pool have been elevated to Collateral Loans and which no longer constitute Participation Interests (which the Administrative Agent shall promptly deliver to the Lenders).

Section 5. Representations.

5.1 In order to induce the Administrative Agent and the Lenders to execute and deliver this Amendment, each of the Borrower and the Collateral Manager hereby represents to the Administrative Agent and the Lenders that as of the date hereof the representations and warranties of the Borrowers contained in Credit Agreement (as amended by this Amendment) and in the other Facility Documents are true and correct in all material respects (except for representations and warranties already qualified by materiality or Material Adverse Effect, which shall be true and correct) as though made on and as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they were true and correct as of such date) and that no Default or Event of Default has occurred and is continuing under the Credit Agreement or shall result after giving effect to this Amendment. The execution, delivery, and performance by the Borrower and the Collateral Manager in connection with this Amendment has been duly authorized by all requisite action by or on behalf of the Borrower and the Collateral Manager, and this Amendment has been duly executed and delivered on behalf of the Borrower and the Collateral Manager. This Amendment is enforceable against each of the Borrower and the Collateral Manager in accordance with its terms, except as enforceability may be limited by applicable debtor relief laws and general principles of equity.

Section 6. Agreement in Full Force and Effect. Except as specifically amended herein, the Credit Agreement shall continue in full force and effect in accordance with its original terms, 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 Credit Agreement as amended hereby. Reference to this specific Amendment need not be made in the Credit Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Credit Agreement, any reference in any of such items to the Credit Agreement being sufficient to refer to the Credit Agreement as amended hereby.

Section 7. Execution in Counterparts. Delivery of an executed counterpart hereof by facsimile transmission or by e-mail transmission of an electronic signature (including, without limitation, any .pdf file, .jpeg file, or any other electronic or image file, or any "electronic signature" as defined under the U.S. Electronic Signatures in Global and National Commerce Act

or the New York Electronic Signatures and Records Act, which includes any electronic signature provided using Orbit, Adobe Sign, or DocuSign) shall be effective as delivery of a manually executed counterpart hereof.

Section 8. Governing Law. This Amendment and the rights and obligations of the parties under this Amendment and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment or any other facility document (except, as to any other facility document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by and construed in accordance with the law of the State of New York, except the conflict of law principles thereof which would have the effect of applying the law of any other jurisdiction.

Exhibit 10.30

In Witness Whereof, the Administrative Agent has caused this Fourth Amendment to Revolving Credit and Security Agreement to be executed and delivered by its duly authorized officers as of the date set forth above.

PennantPark Floating Rate Funding I, LLC, as Borrower

By: PennantPark Floating Rate Capital Ltd., as Designated Manager

By: /s/ Jeffrey S. Sion
Name: Jeffrey S. Sion
Title: Authorized Signatory

PennantPark Investment Advisers, LLC, as Collateral Manager

By: /s/ Jeffrey S. Sion
Name: Jeffrey S. Sion
Title: Authorized Signatory

Truist Bank, as Administrative Agent

By: /s/ Richard T. Zull
Name: Richard T. Zull
Title: Director

Truist Bank, as Lender and Swingline Lender

By: /s/ Richard T. Zull
Name: Richard T. Zull
Title: Director

Exhibit 10.30

Western Alliance Bank, as a Lender

By: /s/ Tyler Peterson
Name: Tyler Peterson
Title: Director

Exhibit 10.30

Capital One, National Association, as a Lender

By: /s/ Troy Pierce
Name: Troy Pierce
Title: Director

Fifth Third Bank, National Association,
Documentation Agent and as a Lender

By: /s/ Joseph Sandy
Name: Joseph Sandy
Title: Officer

Exhibit 10.30

City National Bank, as a Lender

By: /s/ Jeffrey Feinberg
Name: Jeffrey Feinberg
Title: SVP

Stifel Bank & Trust, as a Lender

By: /s/ Matthew L. Diehl
Name: Matthew L. Diehl
Title: Senior Vice President

Exhibit 10.30

Raymond James Bank, as a Lender

By: /s/ Camilo Rincon
Name: Camilo Rincon
Title: Vice President

Exhibit 10.30

Sumitomo Mitsui Trust Bank, Limited, New York Branch, as a Lender

By: /s/ Tomomi Hayashi
Name: Tomomi Hayashi
Title: Head of Department

Exhibit 10.30

CIBC Bank USA, as a Lender

By: /s/ Nick Koziak
Name: Nick Koziak
Title: Managing Director

Exhibit 10.30

EXHIBIT A

See Attached

Revolving Credit and Security Agreement

among

PennantPark Floating Rate Funding I, LLC,
as Borrower,

PennantPark Investment Advisers, LLC,
as Collateral Manager,

the Lenders from time to time parties hereto,

Truist Bank,
as Administrative Agent,

Truist Securities, Inc.,
as Lead Arranger,

Fifth Third Bank, National Association,
as Documentation Agent,

U.S. Bank Trust Company, National Association,
as Collateral Agent,

U.S. Bank Trust Company, National Association,
as Collateral Administrator,

U.S. Bank Trust Company, National Association,
as Backup Collateral Manager

and

U.S. Bank National Association,
as Custodian

Dated as of August 12, 2021

Exhibit 10.30

Table of Contents

Section Heading Page

ɔ I Definitions; Rules of Construction; Computations 1

Section 1.01. Definitions 1
Section 1.02. Rules of Construction 61
Section 1.03. Computation of Time Periods 62
Section 1.04. Collateral Value Calculation Procedures 62
Section 1.05. Classification of Loans and Borrowings 64
Section 1.06. Currencies Generally 64
Section 1.07. Calculation of Borrowing Base 65
Section 1.08. Rates 65

ɔ II Advances 65

Section 2.01. Revolving Credit Facility 65
Section 2.02. Making of the Advances 66
Section 2.03. Evidence of Indebtedness 68
Section 2.04. Payment of Principal and Interest 69
Section 2.05. Prepayment of Advances 70
Section 2.06. Changes of Commitments 72
Section 2.07. Maximum Lawful Rate 72
Section 2.08. Several Obligations 72
Section 2.09. Increased Costs 72
Section 2.10. Compensation; Breakage Payments 74
Section 2.11. Inability to Determine Rates 74
Section 2.12. Rescission or Return of Payment 82
Section 2.13. Post-Default Interest 82
Section 2.14. Payments Generally 82
Section 2.15. Increase in Facility Amount 83
Section 2.16. Defaulting Lenders 84

ɔ III Conditions Precedent 86

Section 3.01. Conditions Precedent to Initial Borrowing 86
Section 3.02. Conditions Precedent to Each Borrowing 88

ɔ IV Representations and Warranties 89

Section 4.01. Representations and Warranties of the Borrower 89
Section 4.02. Representations and Warranties of the Collateral Manager 93

ɔ V Covenants 96

Section 5.01. Affirmative Covenants of the Borrower 96
Section 5.02. Negative Covenants of the Borrower 101
Section 5.03. Affirmative Covenants of the Collateral Manager 105

Section 5.04. Negative Covenants of the Collateral Manager 107
Section 5.05. Certain Undertakings Relating to Separateness 107

: VI Events of Default 109

Section 6.01. Events of Default 109
Section 6.02. Collateral Manager Events of Default 112

: VII Pledge of Collateral; Rights of the Collateral Agent 114

Section 7.01. Grant of Security 114
Section 7.02. Release of Security Interest 115
Section 7.03. Rights and Remedies 115
Section 7.04. Remedies Cumulative 116
Section 7.05. Related Documents 116
Section 7.06. Borrower Remains Liable 117
Section 7.07. Protection of Collateral 117

: VIII Accounts, Accountings and Releases 118

Section 8.01. Collection of Money 118
Section 8.02. Collection Account 118
Section 8.03. Transaction Accounts 119
Section 8.04. The Revolving Reserve Account; Fundings 120
Section 8.05. Reinvestment of Funds in Covered Accounts; Reports by Collateral Agent 121
Section 8.06. Accountings 122
Section 8.07. Release of Securities 124
Section 8.08. Reports by Independent Accountants 125
Section 8.09. Covered Account Details 125

: IX Application of Monies 126

Section 9.01. Disbursements of Monies from Payment Account 126

: X Sale of Collateral Loans; Purchase of Additional Collateral Loans 129

Section 10.01. Sales of Collateral Loans 129
Section 10.02. Purchase of Additional Collateral Loans 130
Section 10.03. Substitution and Transfer of Loans 131
Section 10.04. Conditions Applicable to All Sale and Purchase Transactions 132
Section 10.05. Additional Equity Contributions 133

: XI Administration and Servicing of Contracts 133

Section 11.01. Designation of the Collateral Manager 133
Section 11.02. Duties of the Collateral Manager 133
Section 11.03. Liability of the Collateral Manager; Indemnification of the Collateral Manager Persons 136

Section 11.04. Authorization of the Collateral Manager 136
Section 11.05. Realization Upon Defaulted Collateral Loans 137
Section 11.06. Collateral Management Compensation 137
Section 11.07. Payment of Certain Expenses by Collateral Manager 138
Section 11.08. The Collateral Manager Not to Resign; Assignment 138
Section 11.09. Appointment of Successor Collateral Manager 138

ɜ XII The Agents 141

Section 12.01. Authorization and Action 141
Section 12.02. Delegation of Duties 143
Section 12.03. Agent's Reliance, Etc. 143
Section 12.04. Indemnification 145
Section 12.05. Successor Agents 146
Section 12.06. Administrative Agent's Capacity as a Lender 146
Section 12.07. Erroneous Payments 146

ɜ XIII The Backup Collateral Manager 149

Section 13.01. Duties of the Backup Collateral Manager 149
Section 13.02. Fees of Backup Collateral Manager 150
Section 13.03. Assumption of Servicing Duties 150
Section 13.04. Indemnity 150
Section 13.05. Additional Provisions Applicable to Backup Collateral Manager 151
Section 13.06. Resignation of the Backup Collateral Manager 152

ɜ XIV The Custodian 152

Section 14.01. Designation of Custodian 152
Section 14.02. Duties of Custodian 153
Section 14.03. Merger or Consolidation 155
Section 14.04. Custodian Compensation 155
Section 14.05. Custodian Removal 155
Section 14.06. Limitation on Liability 156
Section 14.07. Resignation of the Custodian 157
Section 14.08. Release of Related Documents 157
Section 14.09. Return of Related Documents 158
Section 14.10. Access to Certain Documentation and Information Regarding the Collateral; Audits 158
Section 14.11. Representations and Warranties of the Custodian 159
Section 14.12. Covenants of the Custodian 160

ɜ XV Miscellaneous 160

Section 15.01. No Waiver; Modifications in Writing 160
Section 15.02. Notices, Etc. 161
Section 15.03. Taxes 161
Section 15.04. Costs and Expenses; Indemnification 165
Section 15.05. Execution in Counterparts 167

Section 15.06. Assignability 167
Section 15.07. Governing Law 169
Section 15.08. Severability of Provisions 169
Section 15.09. Confidentiality 170
Section 15.10. Merger 171
Section 15.11. Survival 171
Section 15.12. Submission to Jurisdiction; Waivers; Etc. 171
Section 15.13. Waiver of Jury Trial 171
Section 15.14. Service of Process 172
Section 15.15. Waiver of Setoff 172
Section 15.16. PATRIOT Act Notice 172
Section 15.17. Legal Holidays 173
Section 15.18. Non-Petition 173
Section 15.19. CP Conduit Provisions 173
Section 15.20. Third Party Beneficiary 174
Section 15.21. Reserved 174
Section 15.22. No Fiduciary Duty 174
Section 15.23. Sharing of Payments by Lenders 175
Section 15.24. Judgment Currency 176
Section 15.25. Acknowledgement and Consent to Bail-In of EEA Financial Institutions 176

SCHEDULES

Schedule 1 Initial Commitments and Percentages
Schedule 2 Forms of Monthly Report and Payment Date Report
Schedule 3 Initial Collateral Loans
Schedule 4 S&P Industry Classifications
Schedule 5 Fifth Amendment Participation Pool
Schedule 6 Notice Information
Schedule 7 Covered Account Details

EXHIBITS

Exhibit A Form of Excess Interest Proceeds Estimate
Exhibit B Form of Notice of Borrowing (with attached form of Borrowing Base Calculation)
Exhibit C Form of Notice of Prepayment
Exhibit D Form of Assignment and Acceptance
Exhibit E Form of Account Control Agreement
Exhibit F Form of Facility Amount Increase Request
Exhibit G Form of Release of Related Documents
Exhibit H Closing Certificate

Exhibit 10.30

Revolving Credit And Security Agreement

Revolving Credit and Security Agreement dated as of August 12, 2021 among PennantPark Floating Rate Funding I, LLC, a Delaware limited liability company, as borrower (together with its permitted successors and assigns, the *"Borrower"*); PennantPark Investment Advisers, LLC, a Delaware limited liability company, as the collateral manager (together with its permitted successors and assigns, the *"Collateral Manager"*), the Lenders from time to time party hereto; Truist Bank, as administrative agent for the Secured Parties (as hereinafter defined) (in such capacity, together with its successors and assigns, the *"Administrative Agent"*), Truist Bank, as the swingline lender (the "*Swingline Lender*"), U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as collateral agent for the Secured Parties (as hereinafter defined) (in such capacity, together with its successors and assigns, the *"Collateral Agent"*); U.S. Bank National Association, as custodian (in such capacity, together with its successors and assigns, the *"Custodian"*); U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as collateral administrator (in such capacity, together with its successors and assigns, the *"Collateral Administrator"*); and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as backup collateral manager (in such capacity, together with its successors and assigns, the *"Backup Collateral Manager"*).

Witnesseth:

Whereas, the Borrower desires that the Lenders make advances on a revolving basis to the Borrower on the terms and subject to the conditions set forth in this Agreement; and

Whereas, each Lender is willing to make such advances to the Borrower on the terms and subject to the conditions set forth in this Agreement.

Now, Therefore, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

Article I

Definitions; Rules of Construction; Computations

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

"ABL Facility" means a lending facility pursuant to which the loans thereunder are secured by a perfected, first priority security interest in accounts receivable, inventory, machinery, equipment, or periodic revenues, where such collateral security consists of assets generated or acquired by the related Obligor in its business.

"Account Control Agreement" means an agreement in substantially the form of Exhibit E hereto.

"*Adjusted Term Benchmark Rate*" means (a) for the Interest Accrual Period for any Term Benchmark Borrowing denominated in Dollars, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the greater of (A) zero percent (0%) and (B) the Term Benchmark Rate for such Interest Accrual Period for Dollars, (b) for the Interest Accrual Period for any Term Benchmark Borrowing denominated in Canadian Dollars, the rate per annum equal to the greater of (A) zero percent (0%), and (B) the sum of (i) Term Benchmark Rate for such Interest Accrual Period for Canadian Dollars, *plus* (ii) the Term CORRA Adjustment, and (c) for the Interest Accrual Period for any Term Benchmark Borrowing denominated in a Currency (other than Dollars or Canadian Dollars) an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the greater of (A) zero percent (0%) and (B) the Term Benchmark Rate for such Interest Accrual Period for such Currency.

"Administrative Agent" has the meaning assigned to such term in the introduction to this Agreement.

"Administrative Expense Cap" means, for any rolling 12-month period, an amount equal to $300,000.

"Administrative Expenses" means the fees and expenses (including indemnities) and other amounts of the Borrower due or accrued with respect to any Payment Date and payable in the following order:

(a) *first*, to the Collateral Agent, the Collateral Administrator, the Backup Collateral Manager, Securities Intermediary and the Custodian, any amounts payable pursuant to the Collateral Agent Fee Letter, the Backup Collateral Manager Fee Letter, the Custodian Fee Letter, the Collateral Administration Agreement, this Agreement and the other Facility Documents;

(b) *second*, to the Administrative Agent for fees and accrued expenses;

(c) *third*, to the Collateral Manager for expenses (including indemnities) incurred by the Collateral Manager in connection with the services provided under this Agreement and as further described in Sections 11.03, 11.07 and 11.09; and

(d) *fourth*, on a *pro rata* basis, to:

(i) the Independent Accountants, agents (other than the Collateral Manager) and counsel of the Borrower for fees and expenses related to the Collateral and the Facility Documents;

(ii) the Rating Agencies for fees and expenses in connection with the rating of (or provision of credit estimates in respect of) any Collateral Loans;

(iii) any other Person in respect of any other fees or expenses permitted under or incurred pursuant to or in connection with the Facility Documents; and

(iv) the Lenders and the Agents (or related indemnified parties) for fees, expenses and other amounts payable by the Borrower under any Facility Document;

provided that, for the avoidance of doubt, amounts that are expressly payable to any Person under the Priority of Payments in respect of an amount that is stated to be payable as an amount other than as Administrative Expenses (including, without limitation, interest and principal, other amounts owing in respect of the Advances and the Commitments, the Senior Collateral Management Fees and the Subordinated Collateral Management Fees) shall not constitute Administrative Expenses.

"*Advance Rate*" means, with respect to any Collateral Loan, the corresponding percentage for the loan type set forth below:

Loan Type Advance Rate

First Lien Loan 72.5%

Split First Lien Loan 72.5%

Tier 1 Split Lien Loan 53.0%

Tier 2 Split Lien Loan 44.0%

Second Lien Loan 35.0%

"Advances" has the meaning assigned to such term in Section 2.01.

"Affected Person" means (i) each Lender and each of its Affiliates, (ii) any Liquidity Bank and (iii) any assignee or participant of any Lender.

"Affiliate" means, in respect of a referenced Person, another Person Controlling, Controlled by or under common Control with such referenced Person; *provided* that a Person shall not be deemed to be an "*Affiliate*" of an Obligor solely because it is under the common ownership or control of the same financial sponsor or affiliate thereof as such Obligor (except if any such Person or Obligor provides collateral under, guarantees or otherwise supports the obligations of the other such Person or Obligor).

"Agents" means, collectively, the Administrative Agent and the Collateral Agent.

"Agent's Account" means Truist Bank, Atlanta, GA, ABA # 053101121, Account to be credited: Agency Services Operating Account, Account number: 1000022220783, Attn: Karen Weich, Ref: PennantPark Floating Rate Funding I, LLC.

"Aggregate Collateral Balance" means, at any time, the sum of:

(a) the Aggregate Principal Balance of all Eligible Collateral Loans (other than Defaulted Collateral Loans, Credit Improved Loans, Haircut Collateral Loans and Discount Collateral Loans), *plus*

(b) the Defaulted Collateral Loan Balance, *plus*

(c) the Dollar Equivalent of the aggregate purchase price of all Discount Collateral Loans that are Eligible Collateral Loans and not Defaulted Collateral Loans, Haircut Collateral Loans or Credit Improved Loans, *plus*

(d) the Revolving Exposure in respect of all Delayed Drawdown Collateral Loans and Revolving Collateral Loans that are Eligible Collateral Loans, *plus*

(e) for each Credit Improved Loan, an amount equal to the lower of (i) its Principal Balance and (ii) its Market Value, *plus*

(f) the Haircut Collateral Loan Balance;

provided that, in calculating the Aggregate Collateral Balance, no Collateral Loans shall be included at a value in excess of the value of such Collateral Loan as reflected on the books and records of the Collateral Manager on such date of determination.

"Aggregate Funded Spread" means, as of any date, the sum of:

(a) in the case of each Floating Rate Obligation (excluding any Floor Obligation) that bears interest at a spread over an index (including any London interbank offered rate based index), (i) the excess of the sum of such spread and such index *over* Specified Rate as then in effect (which spread or excess may be expressed as a negative percentage) *multiplied by* (ii) the Principal Balance of such Collateral Loan; and

(b) in the case of each Floor Obligation, (i) the excess of the interest rate on such Floor Obligation (including any interest rate spread) as of such date *over* Specified Rate as then in effect (which spread or excess may be expressed as a negative percentage) *multiplied by* (ii) the Principal Balance of each such Collateral Loan.

"Aggregate Principal Balance" means, when used with respect to all or a portion of the Collateral Loans, the sum of the Principal Balances of all or of such portion of such Collateral Loans.

"Aggregate Unfunded Spread" means, as of any date, the sum of the products obtained by multiplying (a) for each Delayed Drawdown Collateral Loan and Revolving Collateral Loan, the related commitment fee or other analogous fees (expressed at a per annum rate) then in effect as of such date and (b) the undrawn commitments of each such Delayed Drawdown Collateral Loan and Revolving Collateral Loan as of such date.

"Agreed Foreign Currency" means, at any time, any of Canadian Dollars, Pounds Sterling, Euros, and Australian Dollars.

"Agreement" means this Revolving Credit and Security Agreement, as amended, restated, supplemented or otherwise modified from time to time.

"*Anti-Corruption Laws*" means any laws, rules and regulations of any jurisdiction applicable from time to time to the Borrower concerning bribery or corruption, including the United States Foreign Corrupt Practices Act of 1977, (15 U.S.C. § 78dd-1, et seq.) and the U.K. Bribery Act 2010.

"Applicable Law" means any Law of any Governmental Authority, including all Federal and state banking or securities laws, to which the Person in question is subject or by which it or any of its assets or properties are bound.

"Applicable Margin" has the meaning assigned to such term in the Lender Fee Letter.

"Appraisal" means:

(a) with respect to any Defaulted Collateral Loan, an appraisal of the assets securing such Defaulted Collateral Loan that is conducted by an Approved Appraisal Firm on the basis of the fair market value of such assets (that is, the price that would be paid by a willing buyer to a willing seller of such assets in an expedited sale on an arm's-length basis), which may be in the form of an update or reaffirmation by an Approved Appraisal Firm of an Appraisal of such Defaulted Collateral Loan previously performed by an Approved Appraisal Firm; and

(b) with respect to any Collateral Loan (other than a Defaulted Collateral Loan), an appraisal of such Collateral Loan that is conducted by an Approved Appraisal Firm, which may be in the form of an update or reaffirmation by an Approved Appraisal Firm of an Appraisal of such Collateral Loan previously performed by an Approved Appraisal Firm.

"Approved Appraisal Firm" means (a) an independent appraisal firm recognized as being experienced in conducting valuations of secured loans or (b) an independent financial adviser of recognized standing retained by the Borrower, the Collateral Manager or the agent or lenders under any Collateral Loan, in each case as consented to by the Administrative Agent.

"Assignment and Acceptance" means an Assignment and Acceptance in substantially the form of Exhibit D hereto, entered into by a Lender, an assignee, the Administrative Agent and, if applicable, the Borrower.

"AUS", *"AUS$"* or *"Australian Dollar"* means lawful money of the Commonwealth of Australia.

"Backup Collateral Manager" means U.S. Bank Trust Company, National Association, a national banking association, and any successor thereto appointed under this Agreement.

"Backup Collateral Manager Fee Letter" means the Collateral Agent Fee Letter, setting forth the fees payable by the Borrower, among other parties, to the Backup Collateral Manager in connection with the transactions contemplated by this Agreement, as the same may be amended or amended and restated from time to time.

"*Backup Collateral Manager Indemnified Amounts*" has the meaning set forth in Section 13.04 hereof.

"*Bail-In Action*" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"*Bail-In Legislation*" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bankruptcy Code" means the United States Bankruptcy Code, as amended.

"Base Rate" means, on any date, a fluctuating interest rate *per annum* equal to the highest of (a) the Prime Rate, (b) the Federal Funds Rate *plus* 0.50%, and (c) the sum of (i) the greater of (1) the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "*Base Rate Term SOFR Determination Day*") that is two (2) Term Benchmark Banking Days for Dollars prior to such day, as such rate is published by the Term SOFR Administrator; provided that if as of 5:00 p.m. on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then the rate under this clause (1) will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Term Benchmark Banking Day for Dollars for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Term Benchmark Banking Day for Dollars is not more than three (3) Term Benchmark Banking Days for Dollars prior to such Base Rate Term SOFR Determination Day; and (2) the Floor; *plus* (ii) solely to the extent that an Event of Default has occurred and is continuing, 1.00%. The Base Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer of any Agent or any Lender. Interest calculated pursuant to clause (a) above will be determined based on a year of 365 days or 366 days, as applicable, and actual days elapsed. Interest calculated pursuant to clauses (b) and (c) above will be determined based on a year of 360 days and actual days elapsed. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Rate or the Term SOFR Reference Rate as set forth above shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Rate or the Term SOFR Reference Rate, respectively.

"BDC" means PennantPark Floating Rate Capital Ltd., a Maryland corporation.

"Borrower" has the meaning assigned to such term in the introduction to this Agreement.

"Borrower LLC Agreement" means the Limited Liability Company Operating Agreement of the Borrower, dated as of June 23, 2011.

"Borrowing" has the meaning assigned to such term in Section 2.01.

"Borrowing Base" means, at any time, an amount equal to:

(a) the Aggregate Collateral Balance (excluding the Revolving Exposure pursuant to clause (d) of such definition), *minus*

(b) (i) during the Reinvestment Period, the Excess Concentration Amount and (ii) after the Reinvestment Period, the Excess Concentration Amount calculated as of the last day of the Reinvestment Period.

"Borrowing Base Calculation Statement" means a statement in substantially the form attached to the form of Notice of Borrowing attached hereto as Exhibit B, as such form of Borrowing Base Calculation Statement may be modified by the Administrative Agent from time to time to the extent such form does not, in the good faith opinion of the Administrative Agent, accurately reflect the calculation of the Borrowing Base required hereunder.

"Borrowing Date" means the date of a Borrowing.

"Business Day" means any day other than a Saturday or Sunday, *provided* that the following shall not constitute Business Days (i) days on which banks are authorized or required to close in New York, New York, Minneapolis, Minnesota, Florence, South Carolina, or Charlotte, North Carolina, (ii) days on which the Depository Trust Company or commercial paper markets in the United States are closed, and (iii) if the applicable Business Day relates to the advance or continuation of, or conversion into, or payment of an Advance denominated in any Agreed Foreign Currency, days on which commercial banks and the London foreign exchange market settle payments in the Principal Financial Center are closed.

"Canadian Dollars" and *"Cdn $"* each means the lawful currency of Canada.

"Cash" means any immediately available funds in Dollars or in any currency other than Dollars (measured in terms of the Dollar Equivalent thereof) which is a freely convertible currency.

"Cause" means the indictment for or conviction of any crime of dishonesty or moral turpitude or any act or omission that would constitute gross negligence, bad faith or willful misconduct.

"Certificated Security" has the meaning specified in Section 8-102(a)(4) of the UCC.

"Change of Control" means, at any time, the occurrence of one of the following events: (1) the BDC fails to own 100% of the equity interests of the Borrower; or (2) PennantPark Investment Advisers, LLC is no longer the investment adviser of the BDC.

"Class", when used in reference to any Advance or Borrowing, refers to whether such Advance, or the Advances constituting such Borrowing, are Syndicated Dollar Advances, Syndicated Multicurrency Advances or Swingline Advances.

"Clearing Agency" means an organization registered as a "clearing agency" pursuant to Section 17A of the Exchange Act.

"Clearing Corporation" means each entity included within the meaning of "clearing corporation" under Section 8-102(a)(5) of the UCC.

"Clearing Corporation Security" means securities which are in the custody of or maintained on the books of a Clearing Corporation or a nominee subject to the control of a Clearing Corporation and, if they are Certificated Securities in registered form, properly endorsed to or registered in the name of the Clearing Corporation or such nominee.

"Closing Date" means August 12, 2021.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute.

"Collateral" has the meaning assigned to such term in Section 7.01(a).

"Collateral Administration Agreement" means that certain Collateral Administration Agreement, dated as of August 12, 2021 by and among the Collateral Administrator, the Collateral Manager and the Borrower, as amended from time to time.

"Collateral Administrator" means U.S. Bank Trust Company, National Association, and any successor thereto under the Collateral Administration Agreement.

"Collateral Agent" has the meaning assigned to such term in the introduction to this Agreement.

"Collateral Agent Fee Letter" means the fee letter, dated as of the date hereof, among the Collateral Agent, the Custodian, U.S. Bank National Association as Securities Intermediary under the Account Control Agreement, the Backup Collateral Manager, the Collateral Administrator, the Borrower and the Collateral Manager setting forth the fees payable by the Borrower to the Collateral Agent in connection with the transactions contemplated by this Agreement and other Facility Documents.

"Collateral Interest Amount" means, as of any date of determination, without duplication, the Dollar Equivalent of the aggregate amount of Interest Proceeds that has been received or that is expected to be received (other than Interest Proceeds expected to be received from Defaulted

Collateral Loans, Ineligible Collateral Loans and Non-Cash Paying PIK Loans, in each case unless actually received), in each case during the Collection Period (and, if such Collection Period does not end on a Business Day, the next succeeding Business Day) in which such date of determination occurs.

"*Collateral Loan*" means a loan, debt obligation or debt security acquired by the Borrower (including Participation Interests).

"Collateral Management Fees" means, collectively, Senior Collateral Management Fees and Subordinated Collateral Management Fees.

"Collateral Management Standard" means, with respect to any Collateral Loans included in the Collateral, to service and administer such Collateral Loans in accordance with the Related Documents and all customary and usual servicing practices (a) which are consistent with the higher of: (i) the customary and usual servicing practices that a prudent loan investor or lender would use in servicing loans like the Collateral Loans for its own account, and (ii) the same care, skill, prudence and diligence with which the Collateral Manager services and administers loans for its own account or for the account of others; (b) to the extent not inconsistent with clause (a), with a view to maximize the value of the Collateral Loans; and (c) without regard to: (i) any relationship that the Collateral Manager or any Affiliate of the Collateral Manager may have with any Obligor or any Affiliate of any Obligor, (ii) the Collateral Manager's obligations to incur servicing and administrative expenses with respect to a Collateral Loan, (iii) the Collateral Manager's right to receive compensation for its services hereunder or with respect to any particular transaction, (iv) the ownership by the Collateral Manager or any Affiliate thereof of any retained interest or one or more loans of the same class as any Collateral Loans, (v) the ownership, servicing or management for others by the Collateral Manager of any other loans or property by the Collateral Manager, or (vi) any relationship that the Collateral Manager or any Affiliate of the Collateral Manager may have with any holder of other loans of the Obligor with respect to such Collateral Loans.

"Collateral Manager" has the meaning assigned to such term in the introduction of this Agreement.

"Collateral Manager Event of Default" means the occurrence of any of the events, acts or circumstances set forth in Section 6.02.

"Collateral Manager Replacement Event" means the occurrence of the following event:

(a) the Default Ratio shall exceed 10.0%.

"*Collateral Quality Test*" means a test that is satisfied if, as of any date of determination, in the aggregate, the Collateral Loans owned (or, in relation to a proposed purchase of a Collateral Loan, both owned and proposed to be owned) by the Borrower satisfy each of the tests set forth below, calculated, in each case, in accordance with Section 1.04:

(a) the Minimum Weighted Average Spread Test;

(b) the Minimum Weighted Average Coupon Test; and

(c) the Maximum Weighted Average Life Test.

"Collection Account" means the trust account established pursuant to Section 8.02, which includes each Principal Collection Subaccount and each Interest Collection Subaccount.

"Collection Period" means, with respect to any Payment Date, the period commencing immediately following the prior Collection Period (or on the Closing Date, in the case of the Collection Period relating to the first Payment Date) and ending on the last day of the month prior to the month in which such Payment Date occurs (or, if such last day of the month is not a Business Day, the next succeeding Business Day) or, in the case of the final Collection Period preceding the Final Maturity Date or the final Collection Period preceding an optional prepayment in whole of the Advances, ending on the day preceding the Final Maturity Date or the date of such prepayment, respectively.

"Collections" means all cash collections, distributions, payments and other amounts received, and to be received by the Borrower, from any Person in respect of any Collateral Loans constituting Collateral, including all principal, interest, fees, distributions and redemption and withdrawal proceeds payable to the Borrower under or in connection with any such Collateral Loans and all Proceeds from any sale or disposition of any such Collateral Loans.

"Commitment" means, as to each Lender, the obligation of such Lender to make, on and subject to the terms and conditions hereof, Advances to the Borrower pursuant to Section 2.01. The aggregate Dollar Equivalent of the principal amount of Advances made by any Lender at any one time outstanding shall not exceed the amount set forth opposite the name of such Lender on Schedule 1 or in the Assignment and Acceptance pursuant to which such Lender shall have assumed its Commitment, as applicable, as such amount may be reduced from time to time pursuant to Section 2.06 or increased or reduced from time to time pursuant to assignments effected in accordance with Section 15.06(a).

"Commitment Fees" has the meaning assigned to such term in the Lender Fee Letter.

"Commitment Termination Date" means the last day of the Reinvestment Period; *provided* that, if the Commitment Termination Date would otherwise not be a Business Day, then the Commitment Termination Date shall be the immediately succeeding Business Day.

"Concentration Limitations" means, as of any date of determination, the following limitations (calculated without duplication) as applied to the Eligible Collateral Loans (including, for Delayed Drawdown Collateral Loans and Revolving Collateral Loans, the unfunded commitments thereunder) owned (or, in relation to a proposed purchase of an Eligible Collateral Loan, proposed to be owned) by the Borrower, calculated as a percentage of the Aggregate Principal Balance of all Eligible Collateral Loans (including, for Delayed Drawdown Collateral

Loans and Revolving Collateral Loans, the unfunded commitments thereunder) owned by the Borrower (after giving effect to any proposed purchase of Eligible Collateral Loans)

(a) not more than 5.00% may consist of Collateral Loans that are issued by a single Obligor and its Affiliates, except that (1) up to 6.67% may consist of Collateral Loans issued by each of the three (3) largest single Obligors and their respective Affiliates and (2) up to 6.00% may consist of Collateral Loans issued by each of the fourth (4^{th}) and fifth (5^{th}) largest single Obligors and their respective Affiliates;

(b) not more than 30.00% may consist of Collateral Loans that are issued by the five (5) largest single Obligors and their respective Affiliates in the aggregate;

(c) not more than 15.00% may consist of Collateral Loans that are issued by Obligors and their Affiliates that belong to any single S&P Industry Classification, except that up to 25.00% may consist of Collateral Loans with Obligors and their Affiliates in the largest S&P Industry Classification;

(d) not more than 15.00% may consist of Second Lien Loans and Split Lien Loans, provided that not more than 10.00% may consist of Second Lien Loans;

(e) not more than 5.00% may consist of DIP Collateral Obligations;

(f) not more than 15.00% may consist of Collateral Loans with Obligors organized or incorporated in an Eligible Foreign Country;

(g) not more than 10.00% may consist of Partial PIK Loans;

(h) not more than 15.0% may consist of Revolving Collateral Loans and Delayed Drawdown Collateral Loans;

(i) not more than 10.00% may consist of Discount Collateral Loans;

(j) not more than 25.00% may consist of Credit Improved Loans;

(k) not more than 10.00% may consist of Collateral Loans that provide for payment of interest less frequently than quarterly;

(l) not more than 3.00% may consist of Collateral Loans with attached equity kickers;

(m) not more than 20.00% may consist of Collateral Loans whose Obligors have an EBITDA that is less than $15,000,000 (excluding Haircut Collateral Loans); provided that not more than 5.00% may consist of Collateral

Loans whose Obligors have an EBITDA that is at least $5,000,000 and less than $7,500,000;

(n) not more than 20.00% may consist of Collateral Loans that exceed one or more of the following limits (excluding Haircut Collateral Loans): (i) the Obligor on such Collateral Loan is a Tier 1 Obligor and has (x) with respect to a Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 5.00x, or (B) a Total Leverage Ratio greater than 7.00x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 6.00x; (ii) the Obligor on such Collateral Loan is a Tier 2 Obligor and has (x) with respect to a Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 4.25x, or (B) a Total Leverage Ratio greater than 6.00x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 5.25x; or (iii) the Obligor on such Collateral Loan is a Tier 3 Obligor and has (x) with respect to a Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 3.75x, or (B) a Total Leverage Ratio greater than 5.00x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 4.50x;

(o) not more than 15.00% may consist of Collateral Loans that, at the time of acquisition thereof by the Borrower or the Borrower's commitment to acquire the same, were LBO Loans;

(p) not more than 5.00% may consist of Participation Interests, *provided, however,* that the Fifth Amendment Participation Pool shall not be included in the calculation of the Concentration Limitation set forth in this clause (p) for the period beginning on the date on which the Fifth Amendment Participation Pool is acquired (the "*Fifth Amendment Participation Pool Acquisition Date*") and ending on the date that is 75 days after the Fifth Amendment Participation Pool Acquisition Date;

(q) not more than 15.00% may consist of Eligible Covenant Lite Loans;

(r) not more than 10.00% may consist of Fixed Rate Obligations; and

(s) not more than 15.00% may consist of Collateral Loans denominated in an Agreed Foreign Currency.

"Constituent Documents" means in respect of any Person, the certificate or articles of formation or organization, the limited liability company agreement, operating agreement, partnership agreement, joint venture agreement or other applicable agreement of formation or organization (or equivalent or comparable constituent documents) and other organizational documents and by-laws and any certificate of incorporation, certificate of formation, certificate of limited partnership and other agreement, similar instrument filed or made in connection with its formation or organization, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Control" means the direct or indirect possession of the power to direct or cause the direction of the management or policies of a Person, whether through ownership, by contract, arrangement or understanding, or otherwise. *"Controlled"* and *"Controlling"* have the meaning correlative thereto.

"*CORRA*" means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

"*Corporate Trust Office"* means the applicable designated corporate trust office of the Collateral Agent and the Collateral Administrator specified on Schedule 6 hereto or such other address within the United States as the Collateral Agent and the Collateral Administrator may designate from time to time by notice to the Administrative Agent.

"Covenant Lite Loan" means a Collateral Loan that does not require the Obligor to comply with at least one of the following financial covenants during each reporting period applicable to such Collateral Loan, whether or not any action by, or event relating to, the Obligor has occurred: maximum leverage, maximum senior leverage, maximum first lien leverage, minimum fixed charge coverage, minimum tangible net worth, minimum net worth, minimum debt service coverage, minimum interest coverage, maximum capital expenditures, minimum EBITDA, or other customary financial covenants.

"Coverage Test" means each of (i) the Maximum Advance Rate Test and (ii) the Interest Coverage Ratio Test.

"Covered Account" means each of the Collection Account (including each Interest Collection Subaccount and Principal Collection Subaccount therein), each Payment Account, the Revolving Reserve Account and the Custodial Account.

"CP Conduit" means any multi-seller asset-backed commercial paper conduit established to use the direct or indirect proceeds of the issuance of commercial paper notes to finance financial assets and that is a Lender.

"Credit and Collection Policies" means the PennantPark Floating Rate Ltd Policies and Procedures dated as of July 1, 2021, as amended subject to the terms hereof.

"*Credit Improved Loan*" means:

(a) with respect to any Defaulted Collateral Loan, after the date on which such loan became a Defaulted Collateral Loan, (i) it is current on all required payments for a period of three months (if such loan pays monthly), two quarters (if such loan pays quarterly) or one year (if such loan pays semiannually) and (ii) it would satisfy the definition of Eligible Collateral Loan (with the exception of clauses (k) and (dd) thereof) if purchased at such time; and

(b) with respect to any Collateral Loan which has been the subject of a Material Modification, either (i) after the date on which such loan became a Collateral Loan which

is the subject of a Material Modification, (A) it is current on all required payments for a period of three months (if such loan pays monthly), two quarters (if such loan pays quarterly) or one year (if such loan pays semiannually) and (B) it would satisfy the definition of Eligible Collateral Loan (with the exception of clause (k) thereof as a result of such Eligible Collateral Loan being subject to Material Modification) if purchased at such time, or (ii) the Administrative Agent has consented in writing to such Collateral Loan no longer constituting a loan which has been the subject of a Material Modification hereunder.

"*Credit Risk Collateral Loan*" means any Collateral Loan that in the Collateral Manager's commercially reasonable business judgment (i) has a significant risk of declining in credit quality and, with a lapse of time, becoming a Defaulted Collateral Loan, and (ii) as a result of one or more factors including but not limited to credit quality, has a significant risk of declining in market price (but not including any such decline experienced by the market generally as a result of interest rate movement, general economic conditions or similar factors.

"Currency" means Dollars or any Agreed Foreign Currency.

"Currency Valuation Trigger Event" means, an event that occurs if, as of any date of determination (i) with respect to any Agreed Foreign Currency that either (x) is the applicable Agreed Foreign Currency that any Collateral Loan that is part of the Collateral is denominated in, or (y) is the Agreed Foreign Currency that any outstanding Advances are denominated in, such Agreed Foreign Currency, the spot selling rate at which such Agreed Foreign Currency is sold for Dollars in the London foreign exchange market at approximately 4:00 p.m. (New York time) on such date of determination for delivery two (2) Business Days later fluctuates by a factor greater than 10.0% from (ii) the spot selling rate at which such Agreed Foreign Currency was sold for Dollars in the London foreign exchange market at approximately 4:00 p.m. (New York time) for delivery two (2) Business Days later as of the date two (2) Business Days prior to the date on which the Borrowing Base was calculated in the most recent Monthly Report or Borrowing Base Calculation Statement that was delivered to the Administrative Agent. None of the Administrative Agent, the Collateral Administrator or the Collateral Agent, shall have any responsibility for any calculation of a Currency Valuation Trigger Event made by the Collateral Manager. For avoidance of doubt, neither the Collateral Administrator nor the Collateral Agent shall have any responsibility to calculate a Currency Valuation Trigger Event pursuant to this Agreement.

"*Current Modified Loan*" means a Collateral Loan that, as of the date such Collateral Loan is modified, (a) has been current on all required payments for a period of three (3) months (if such Collateral Loan pays monthly), two quarters (if such Collateral Loan pays quarterly) or one year (if such Collateral Loan pays semiannually) and (b) would satisfy the definition of Eligible Collateral Loan if purchased on the date of such modification.

"Custodial Account" means the custodial account established pursuant to Section 8.03(b).

"Custodian" means U.S. Bank National Association, a national banking association, and any successor thereto appointed under this Agreement.

"Custodian Fee Letter" means the Collateral Agent Fee Letter setting forth the fees payable by the Borrower to, among other parties, the Custodian in connection with the transactions contemplated by this Agreement.

"Custodian Termination Notice" is defined in Section 14.05 hereof.

"*Daily Simple RFR*" means, for any day (an "*RFR Interest Day*"), an interest rate per annum equal to for any RFR Advance denominated in Sterling, the greater of (i) SONIA for the day (the "*RFR Reference Day*") that is five Business Days prior to (A) if such RFR Interest Day is a Business Day, such RFR Interest Day or (B) if such RFR Interest Day is not a Business Day, the Business Day immediately preceding such RFR Interest Day and (ii) 0.00%. If by 5:00 pm, (local time for the applicable RFR), on the second Business Day immediately following any RFR Reference Day, the applicable RFR Rate in respect of such RFR Reference Day has not been published on the applicable RFR Administrator's Website and a Benchmark Replacement Date with respect to the applicable Daily Simple RFR has not occurred, then the RFR Rate for such RFR Reference Day will be the RFR Rate as published in respect of the first preceding RFR Business Day for which such RFR Rate was published on the RFR Administrator's Website; provided that any RFR Rate as determined pursuant to this sentence shall be utilized for purposes of calculating the Daily Simple RFR for no more than three consecutive RFR Interest Days. Any change in Daily Simple RFR due to a change in the applicable RFR Rate shall be effective from and including the effective date of such change in such RFR Rate without notice to the Borrower.

"Data File" has the meaning assigned to such term in Section 8.06(a).

"*Debt to Capitalization Ratio*" means, with respect to any Collateral Loan, the ratio of total indebtedness to total capitalization of the related Obligor as calculated by the Collateral Manager in good faith using information from and calculations consistent with the relevant financial models, *pro forma* financial statements, compliance statements and financial reporting packages provided by the relevant Obligor as per the requirements of the Related Documents.

"Default" means any event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default.

"Default Ratio" means, on any date of determination, the annualized ratio (expressed as a percentage) equal to (a) the sum of the Defaulted Balances of all Collateral Loans that became Defaulted Collateral Loans during the previous twelve (12) calendar months, *divided by* (b) the weighted average Aggregate Principal Balance of all Collateral Loans during the previous twelve (12) calendar months.

"Defaulted Balance" means, with respect to any Defaulted Collateral Loan, (i) the Principal Balance of such Defaulted Collateral Loan *multiplied by* (ii) 1 *minus* the applicable Recovery Rate for such Defaulted Collateral Loan.

"Defaulted Collateral Loan" means any Collateral Loan as to which at any time:

(a) a default as to all or any portion of one or more payments of principal, interest or commitment fees has occurred after the earlier of (i) any grace period applicable thereto and (ii) five (5) Business Days, in each case, past the applicable due date;

(b) a default (other than a default described in clause (a) of this definition) has occurred under the applicable Related Documents and for which the Borrower (or the agent or required lenders pursuant to the applicable Related Documents, as applicable) has elected to exercise any of its rights or remedies under the applicable Related Documents (including acceleration, foreclosing on collateral or the imposition of default pricing);

(c) except in the case of a DIP Collateral Obligation, an Insolvency Event with respect to the related Obligor has occurred;

(d) any portion of principal and/or interest payable thereunder has been waived or forgiven by the holders of such obligation;

(e) the Collateral Manager has reasonably determined in accordance with the Credit and Collection Policies that such obligation is not collectible or should be placed on "non-accrual" status; or

(f) is subject to a Material Modification;

provided, that any Collateral Loan that has been subject to any of the preceding conditions for a period of 180 days or less prior to acquisition by the Borrower will be classified as a Defaulted Collateral Loan unless such Collateral Loan is a DIP Collateral Obligation; *provided*, *further* that a Collateral Loan that meets the criteria for a Credit Improved Loan shall no longer be characterized as a Defaulted Collateral Loan hereunder.

"*Defaulted Collateral Loan Balance*" means, for each Defaulted Collateral Loan, at any time, the lesser of (a) the current Market Value of such Defaulted Collateral Loan and (b) the product of (i) the Recovery Rate of such Defaulted Collateral Loan and (ii) the Principal Balance of such Defaulted Collateral Loan; *provided* that the Defaulted Collateral Loan Balance shall be zero (0) if such loan (x) is a Defaulted Collateral Loan pursuant to the definition thereof for six (6) consecutive months or (y) is a Defaulted Collateral Loan pursuant to clause (d) of the definition thereof or pursuant to clauses (b) or (e) of the definition of Material Modification; *provided further* that a loan, debt obligation, debt security or Participation Interest that meets the criteria for a Credit Improved Loan shall no longer be characterized as a Defaulted Collateral Loan hereunder. The Market Value of any Defaulted Collateral Loan determined under clause (a) shall be subject to the Administrative Agent's right to challenge such value in its sole discretion; *provided* that the Collateral Manager shall have the right to dispute such challenge by providing the Administrative Agent with an Appraisal.

"Defaulting Lender" means, subject to Section 2.16(b), any Lender that (a) has failed to (i) fund all or any portion of its Advances within two (2) Business Days of the date such Advances

were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's reasonable determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any Swingline Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participations in Swingline Advances) within two (2) Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or any Swingline Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund an Advance hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, (iii) become the subject of a Bail-in Action; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.16(b)) upon delivery of written notice of such determination to the Borrower, each Swingline Lender and each Lender.

"Delayed Drawdown Collateral Loan" means a Collateral Loan that (a) requires the Borrower to make one or more future advances to the Obligor under the Related Documents, (b) specifies a maximum amount that can be borrowed on one or more fixed borrowing dates, and (c) does not permit the re-borrowing of any amount previously repaid by the Obligor thereunder; *provided* that any such Collateral Loan will be a Delayed Drawdown Collateral Loan only to the extent of undrawn commitments and solely until all commitments by the Borrower to make advances on such Collateral Loan to the borrower under the Related Documents expire or are terminated or are reduced to zero.

"Deliver" or *"Delivered"* or *"Delivery"* means the taking of the following steps:

(a) in the case of each Certificated Security (other than a Clearing Corporation Security), Instrument and Participation Interest in which the Participation Interest or the underlying loan is represented by an Instrument:

(i) causing the delivery of such Certificated Security or Instrument to the Custodian (which for the avoidance of doubt shall be the Document Custodian) by registering the same in the name of the Custodian or its affiliated nominee or by endorsing the same to the Custodian or in blank;

(ii) causing the Custodian to indicate continuously on its books and records that such Certificated Security or Instrument is credited to the applicable Covered Account; and

(iii) causing the Custodian to maintain continuous possession of such Certificated Security or Instrument;

(b) in the case of each Uncertificated Security (other than a Clearing Corporation Security), unless covered by clause (e) below:

(i) causing such Uncertificated Security to be continuously registered on the books of the issuer thereof to the Custodian; and

(ii) causing the Custodian to indicate continuously on its books and records that such Uncertificated Security is credited to the applicable Covered Account;

(c) in the case of each Clearing Corporation Security:

(i) causing the relevant Clearing Corporation to credit such Clearing Corporation Security to the securities account of the Custodian, and

(ii) causing the Custodian to indicate continuously on its books and records that such Clearing Corporation Security is credited to the applicable Covered Account;

(d) in the case of each security issued or guaranteed by the United States of America or agency or instrumentality thereof and that is maintained in book-entry records of a Federal Reserve Bank (*"FRB"*) (each such security, a *"Government Security"*):

(i) causing the creation of a Security Entitlement to such Government Security by the credit of such Government Security to the securities account of the Custodian at such FRB, and

(ii) causing the Custodian to indicate continuously on its books and records that such Government Security is credited to the applicable Covered Account;

(e) in the case of each Security Entitlement not governed by clauses (a) through (d) above:

(i) causing a Securities Intermediary to receive a Financial Asset from a Securities Intermediary or to acquire the underlying Financial Asset, and in either case, accepting it for credit to the Custodian's securities account,

(ii) causing such Securities Intermediary to make entries on its books and records continuously identifying such Security Entitlement as belonging to the Custodian and continuously indicating on its books and records that such Security Entitlement is credited to the Custodian's securities account, and

(iii) causing the Custodian to indicate continuously on its books and records that such Security Entitlement (or all rights and property of the Custodian representing such Security Entitlement) is credited to the applicable Covered Account;

(f) in the case of Cash or Money:

(i) causing the delivery of such Cash or Money to the Custodian,

(ii) causing the Custodian to credit such Cash or Money to a deposit account maintained as a sub-account of the applicable Covered Account, and

(iii) causing the Custodian to indicate continuously on its books and records that such Cash or Money is credited to the applicable Covered Account; and

(g) in the case of each account or general intangible (including any Participation Interest in which none of the Participation Interest or the underlying loan, is represented by an Instrument), causing the filing of a Financing Statement in the office of the Secretary of State of the State of Delaware.

In addition, the Collateral Manager on behalf of the Borrower will obtain any and all consents required by the Related Documents relating to any Instruments, accounts or general intangibles for the transfer of ownership and/or pledge hereunder (except to the extent that the requirement for such consent is rendered ineffective under Section 9-406 of the UCC).

"Determination Date" means the last day of each Collection Period.

"DIP Collateral Obligation" means an obligation:

(a) obtained or incurred after the entry of an order of relief in a case pending under Chapter 11 of the Bankruptcy Code,

(b) to a debtor in possession as described in Chapter 11 of the Bankruptcy Code or a trustee (if appointment of such trustee has been ordered pursuant to Section 1104 of the Bankruptcy Code),

(c) on which the related Obligor is required to pay interest and/or principal on a current basis, and

(d) approved by a Final Order or Interim Order of the bankruptcy court so long as such obligation is (A) fully secured by a Lien on the debtor's otherwise unencumbered assets pursuant to Section 364(c)(2) of the Bankruptcy Code, (B) fully secured by a Lien of equal or senior priority on property of the debtor estate that is otherwise subject to a Lien pursuant to Section 364(d) of the Bankruptcy Code or (C) is secured by a junior Lien on the debtor's encumbered assets (so long as such loan is fully secured based on the most recent current valuation or appraisal report, if any, of the debtor).

"*Discount Collateral Loan*" means any Collateral Loan having a purchase price of less than 95.0% of par.

"*Document Custodian*" means the Custodian when acting in the role of a custodian of the Related Documents hereunder.

"*Document Custodian Facilities*" means the office of the Document Custodian specified on Schedule 6.

"Dollar Equivalent" means, on any date of determination, with respect to an amount denominated in any Agreed Foreign Currency, the amount of Dollars that would be required to purchase such amount of such Agreed Foreign Currency based upon the spot selling rate at which such Agreed Foreign Currency may be exchanged for Dollars on the FXC GO screen of the Bloomberg Financial Markets System at approximately 4:00 p.m. (New York Time) on such date. None of the Administrative Agent, the Collateral Administrator or the Collateral Agent, shall have any responsibility for any calculation of a Dollar Equivalent made by the Collateral Manager. For avoidance of doubt, neither the Collateral Administrator nor the Collateral Agent shall have any responsibility to calculate any Dollar Equivalent pursuant to this Agreement.

"Dollars" and *"$"* mean lawful money of the United States of America.

"Due Date" means each date on which any payment is due on a Collateral Loan in accordance with its terms.

"EBITDA" means, with respect to any Relevant Test Period and any Collateral Loan, the meaning of the term "Adjusted EBITDA", the term "EBITDA" or any comparable definition in

the Related Documents for such period and Collateral Loan (or, in the case of a Collateral Loan for which the Related Documents have not been executed, as set forth in the relevant marketing materials or financial model in respect of such Collateral Loan) as determined in the good faith discretion of the Collateral Manager, and, in any case that the term "Adjusted EBITDA", the term "EBITDA" or such comparable definition is not defined in such Related Documents, an amount, for the principal Obligor thereunder and any of its parents or subsidiaries that are obligated as guarantor pursuant to the Related Documents for such Collateral Loan (determined on a consolidated basis without duplication in accordance with GAAP (and also on a *pro forma* basis as determined in good faith by the Collateral Manager in case of any acquisitions)) equal to earnings from continuing operations for such period plus interest expense, income taxes, unallocated depreciation and amortization for such period (to the extent deducted in determining earnings from continuing operations for such period), amortization of intangibles (including goodwill, financing fees and other capitalized costs), other non-cash charges and organization costs, extraordinary, one-time and/or non-recurring losses or charges, and any other item the Collateral Manager and the Administrative Agent deem to be appropriate.

"*EEA Financial Institution*" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"*EEA Member Country*" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"*EEA Resolution Authority*" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Collateral Loan" means a Collateral Loan that meets each of the following criteria:

(a) is a First Lien Loan (including a Stretch Senior Loan), a Split First Lien Loan, a Split Lien Loan or a Second Lien Loan;

(b) at the time of acquisition, was acquired for a purchase price of more than 85% of par;

(c) permits the purchase thereof by or assignment thereof to the Borrower and the pledge to the Collateral Agent;

(d) is denominated and payable in (i) Dollars or (ii) Pounds Sterling, Euros, Canadian Dollars, Australian Dollars to the extent that, in the case of this clause (ii), (x) such loan, debt obligation or Participation Interest would also constitute a Floating Rate

Obligation, and (y) such loan, debt obligation or Participation Interest is not a Revolving Collateral Loan or Delayed Drawdown Collateral Loan;

(e) the primary Obligor thereon (i.e., the Obligor under which the loan was principally underwritten) is organized or incorporated in the United States (or any state thereof) or any Eligible Foreign Country;

(f) no portion thereof (including any conversion option, exchange option, warrant or other component thereof) is exchangeable or convertible into an Equity Security at the option of the related Obligor;

(g) is not an Equity Security or a component of an Equity Security;

(h) at the time of acquisition, is not the subject of an offer or call for redemption;

(i) does not constitute Margin Stock;

(j) does not subject the Borrower to withholding tax unless the related Obligor is required to make "gross-up" payments that ensure that the net amount actually received by the Borrower (after payment of all taxes, whether imposed on such Obligor or the Borrower) will equal the full amount that the Borrower would have received had no such taxes been imposed;

(k) at the time of acquisition, is not a Defaulted Collateral Loan;

(l) is not a Non-Cash Paying PIK Loan;

(m) is not a Zero Coupon Obligation;

(n) is not a Covenant Lite Loan unless such loan is an Eligible Covenant Lite Loan;

(o) is not a Structured Finance Obligation, a bond, a synthetic security, a finance lease or chattel paper;

(p) provides for the full principal balance to be payable at or prior to its maturity;

(q) if such Collateral Loan is a Participation Interest, then such Participation Interest is acquired from a Selling Institution incorporated or organized under the laws of the United States which has a long-term rating of at least "A/A2" and a short-term rating of at least "A-2/P2" by S&P and Moody's, respectively;

(r) has a remaining term to maturity of not more than seven (7) years;

(s) provides for payment of interest at least semi-annually;

(t) at the time of acquisition, the obligation of the related Obligor to pay principal and interest is not contingent on any material non-credit related risk (such as the occurrence of a catastrophe), as determined by the Collateral Manager in its sole discretion;

(u) is not an obligation (other than a Revolving Collateral Loan or a Delayed Drawdown Collateral Loan) pursuant to which any future advances or payments to the Obligor may be required to be made by the Borrower;

(v) will not cause the Borrower or the pool of assets to be required to be registered as an investment company under the Investment Company Act;

(w) is not (i) underwritten as a real estate loan or principally secured by real property; (ii) a construction loan or (iii) a project finance loan;

(x) is not an interest only obligation (meaning, for the avoidance of doubt, that the obligations thereunder constitute only interest payments (e.g., an I/O strip and not an obligation with a bullet or balloon principal payment));

(y) is not a letter of credit (other than a Revolving Collateral Loan that includes a letter of credit sub-facility as long as the Borrower is not the letter of credit issuer with respect thereto);

(z) is in "registered" form for U.S. federal income tax purposes;

(aa) is evidenced by a note or other instrument (including an assignment agreement or transfer document) that has been delivered to the Custodian;

(bb) at the time of acquisition has (i) a Tier 1 Obligor with (A) in respect of a loan or debt obligation other than a Stretch Senior Loan, (1) a Senior Leverage Ratio of less than 5.50x and (2) a Total Leverage Ratio of less than 7.50x, or (B) in respect of a Stretch Senior Loan, a Total Leverage Ratio of less than 6.50x; (ii) a Tier 2 Obligor with (A) in respect of a loan or debt obligation other than a Stretch Senior Loan, (1) a Senior Leverage Ratio of less than 4.75x and (2) a Total Leverage Ratio of less than 6.50x, or (B) in respect of a Stretch Senior Loan, a Total Leverage Ratio of less than 5.75x; or (iii) a Tier 3 Obligor with (A) in respect of a loan or debt obligation other than a Stretch Senior Loan, (1) a Senior Leverage Ratio of less than 4.25x and (2) a Total Leverage Ratio of less than 5.50x, or (B) in respect of a Stretch Senior Loan, a Total Leverage Ratio of less than 5.00x; *provided* that any such Collateral Loan which does not meet the criteria in this clause (bb) at the time of acquisition or at any time thereafter will not be wholly ineligible, but will be deemed to be a Haircut Collateral Loan;

(cc) at the time of acquisition, has an Obligor with an EBITDA of at least $5,000,000;

(dd) at the time of acquisition, has not been more than thirty (30) days past due with respect to payments of either interest or principal on such Collateral Loan within the past twelve (12) months; and

(ee) at the time of acquisition, is not an obligation of an Obligor (or guarantor) engaged in a Prohibited Industry.

"Eligible Covenant Lite Loan" means a Covenant Lite Loan that (i) is not subordinate in right or payment to any other obligation for borrowed money of the obligor of such loan and is secured by a valid first priority perfected security interest or Lien in, to or on specified collateral, (ii) has an original principal balance of (and unfunded commitments in respect of) the Dollar Equivalent of $250,000,000 or more and (iii) such loan is rated by either or both of S&P and Moody's and (x) if rated only by S&P, such loan has a rating of B- or better, (y) if rated only by Moody's, such loan has a rating of B3 or better and (z) if rated by both S&P and Moody's, such loan has a rating of B- or better by S&P and B3 or better by Moody's.

"*Eligible Foreign Country*" means the United Kingdom, Canada, the Netherlands Antilles, Bermuda, the Cayman Islands, the British Virgin Islands, the Channel Islands, the Isle of Man, Australia, the Netherlands, Germany, Sweden, Switzerland, Austria, Belgium, Denmark, Finland, Iceland, Ireland, Lichtenstein, Luxembourg and Norway.

"*Eligible Foreign Obligor*" means an Obligor with its headquarters, principal place of business and primary operations in an Eligible Foreign Country.

"Eligible Investment Required Ratings" means, with respect to any obligation or security, that such obligation or security (a) (i) if such obligation or security has both a long-term and a short-term credit rating from Moody's, such ratings are "Aa3" or better (not on credit watch for possible downgrade) and "P-1" (not on credit watch for possible downgrade), respectively, (ii) if such obligation or security only has a long-term credit rating from Moody's, such rating is "Aaa" (not on credit watch for possible downgrade) and (iii) if such obligation or security only has a short-term credit rating from Moody's, such rating is "P-1" (not on credit watch for possible downgrade) and (b) has a rating of "A-1" or better (or, in the absence of a short-term credit rating, a long-term credit rating of "A+" or better) from S&P.

"Eligible Investments" means any Dollar investment that, at the time it is Delivered (directly or through an intermediary or bailee), is one or more of the following obligations or securities:

(i) direct obligations of, and obligations the timely payment of principal and interest on which is fully and expressly guaranteed by, the United States of America or any agency or instrumentality of the United States of America the obligations of which are expressly backed by the full faith and credit of the United States of America;

(ii) demand and time deposits in, certificates of deposit of, trust accounts with, bankers' acceptances payable within 183 days of issuance by, or federal funds sold by any depository institution or trust company incorporated under the laws of the United States of

America or any state thereof and subject to supervision and examination by federal and/or state banking authorities, so long as the commercial paper and/or the debt obligations of such depository institution or trust company (or, in the case of the principal depository institution in a holding company system, the commercial paper or debt obligations of such holding company) at the time of such investment or contractual commitment providing for such investment have the Eligible Investment Required Ratings;

(iii) unleveraged repurchase obligations with respect to (a) any security described in clause (i) above or (b) any other security issued or guaranteed by an agency or instrumentality of the United States of America, in either case entered into with a depository institution or trust company (acting as principal) described in clause (ii) above or entered into with an entity (acting as principal) which has, or whose parent company has (in addition to a guarantee agreement with such entity), the Eligible Investment Required Ratings;

(iv) securities bearing interest or sold at a discount issued by any entity formed under the laws of the United States of America or any State thereof that has the Eligible Investment Required Ratings at the time of such investment or contractual commitment providing for such investment;

(v) non-extendable commercial paper or other short-term obligations with the Eligible Investment Required Ratings and that either bear interest or are sold at a discount from the face amount thereof and have a maturity of not more than 183 days from their date of issuance;

(vi) a Reinvestment Agreement issued by any bank (if treated as a deposit by such bank), or a Reinvestment Agreement issued by any insurance company or other corporation or entity, in each case with the Eligible Investment Required Ratings; *provided* that (a) the Administrative Agent and the Required Lenders have consented thereto or (b) such Reinvestment Agreement may be unwound at the option of the Borrower without penalty;

(vii) money market funds that have, at all times, credit ratings of "Aaa" and "MR1+" by Moody's and "AAAm" or "AAAm-G" by S&P, respectively; and

(viii) Cash;

provided that (1) Eligible Investments purchased with funds in the Collection Account shall be held until maturity except as otherwise specifically provided herein and shall include only such obligations or securities, other than those referred to in clause (vii) above, as mature (or are putable at par to the issuer thereof) no later than the earlier of (x) sixty (60) days after the date of acquisition thereof or (y) the Business Day prior to the next Payment Date; and (2) none of the foregoing obligations or securities shall constitute Eligible Investments if (a) such obligation or security has an "f", "r", "p", "pi", "q" or "t" subscript assigned by S&P, (b) all, or substantially all, of the remaining amounts payable thereunder consist of interest and not principal payments, (c) such obligation or security is subject to U.S. withholding or foreign withholding tax unless the issuer of

the security is required to make "gross-up" payments for the full amount of such withholding tax, (d) such obligation or security is secured by real property, (e) such obligation or security is purchased at a price greater than 100% of the principal or face amount thereof, (f) such obligation or security is subject of a tender offer, voluntary redemption, exchange offer, conversion or other similar action or (g) in the Collateral Manager's judgment, such obligation or security is subject to material non-credit related risks. Any such investment may be made or acquired from or through the Collateral Agent or any of its affiliates, or any entity for whom the Collateral Agent or any of its affiliates provides services (so long as such investment otherwise meets the applicable requirements of the foregoing definition of Eligible Investment at the time of acquisition).

"*Equity Security*" means any stock or similar security, certificate of interest or participation in any profit sharing agreement, preorganization certificate or subscription, transferable share, voting trust certificate or certificate of deposit for an equity security, limited partnership interest, interest in a joint venture, or certificate of interest in a business trust; any security future on any such security; or any security convertible, with or without consideration into such a security, or carrying any warrant or right to subscribe to or purchase such a security; or any such warrant or right.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the thirty (30) day notice requirement is waived); (b) the failure with respect to any Plan to satisfy the "minimum funding standard" (as defined in Section 412 of the Code or Section 302 of ERISA); (c) the filing pursuant to Section 412(c) of the Code or Section 302 of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) a determination that any Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Code or Section 303 of ERISA); (e) the incurrence by the Borrower or any member of its ERISA Group of any liability under Title IV of ERISA with respect to the termination of any Plan; (f) (i) the receipt by the Borrower or any member of its ERISA Group from the PBGC of a notice of determination that the PBGC intends to seek termination of any Plan or to have a trustee appointed for any Plan, or (ii) the filing by the Borrower or any member of its ERISA Group of a notice of intent to terminate any Plan; (g) the incurrence by the Borrower or any member of its ERISA Group of any liability (i) with respect to a Plan pursuant to Sections 4063 and 4064 of ERISA, (ii) with respect to a facility closing pursuant to Section 4062(e) of ERISA, or (iii) with respect to the withdrawal or partial withdrawal from any Multiemployer Plan; (h) the receipt by the Borrower or any member of its ERISA Group of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, in endangered status or critical status, within the meaning of Section 432 of the Code or Section 305 of ERISA or is or is expected to be insolvent or in reorganization, within the meaning of Title IV of ERISA; or (i) the failure of the Borrower or any member of its ERISA Group to make any required contribution to a Multiemployer Plan.

"ERISA Group" means each controlled group of corporations or trades or businesses (whether or not incorporated) under common control that is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code with the Borrower.

"Erroneous Payment" has the meaning given in Section 12.07(a).

"Erroneous Payment Deficiency Assignment" has the meaning given in Section 12.07(d).

"Erroneous Payment Impacted Class" has the meaning given in Section 12.07(d).

"Erroneous Payment Return Deficiency" has the meaning given in Section 12.07(d).

"Erroneous Payment Subrogation Rights" has the meaning given in Section 12.07(d).

"*EU Bail-In Legislation Schedule*" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Euros" or *" € "* means the unit of single currency of the Participating Member States.

"Event of Default" means the occurrence of any of the events, acts or circumstances set forth in Section 6.01.

"Excess Concentration Amount" means, at any time in respect of which any one or more of the Concentration Limitations are exceeded, the Dollar Equivalent of the portions (calculated without duplication) of each Eligible Collateral Loan that cause such Concentration Limitations to be exceeded; *provided* that (i) any Excess Concentration Amount related to clause (m) of the definition of Concentration Limitations shall be calculated as the product of (a) the portions (calculated without duplication) of each Eligible Collateral Loan that causes such Concentration Limitations to be exceeded, *times* (b) 1 *minus* the Recovery Rate applicable to each such Eligible Collateral Loan, and (ii) any Excess Concentration Amount related to clause (n) of the definition of Concentration Limitations shall be calculated as the product of (a) the portions of each Eligible Collateral Loan that causes such Concentration Limitations to be exceeded *times* (b) 1 *minus* the lower of 90% or the Market Value applicable to such Eligible Collateral Loan expressed as a percentage of the par value of such Collateral Loan.

"Excess Interest Proceeds Amount" means, at any time, the excess, if any, of (i) the Dollar Equivalent of the aggregate amount in and available from the Interest Collection Subaccounts over (ii) 150% of the Dollar Equivalent of the aggregate amount necessary on the following Payment Date, in the good faith estimate of the Collateral Manager, to make the required payments pursuant to Section 9.01(a)(i)(A) through (E) of the Priority of Payments (after giving effect to any prepayments pursuant to Section 2.05). The Excess Interest Proceeds Amount shall be calculated by the Collateral Manager pursuant to an Excess Interest Proceeds Estimate. The Collateral Manager shall calculate the Excess Interest Proceeds Amount (including, without limitation, the estimate of the required payments pursuant to Section 9.01(a)(i)(A) through (E) of the Priority of Payments) in good faith and in a commercially reasonable manner based on the outstanding Advances immediately after giving effect to the contemplated prepayment being made with the

Excess Interest Proceeds Amount or such higher amount as deemed appropriate to make such required payments in the Collateral Manager's estimation.

"Excess Interest Proceeds Estimate" means a good faith estimate of the Excess Interest Proceeds Amount as calculated by the Collateral Manager in the form attached hereto as Exhibit A.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, all as from time to time in effect, or any successor law, rules or regulations, and any reference to any statutory or regulatory provision shall be deemed to be a reference to any successor statutory or regulatory provision.

"Facility Amount" means the Dollar Equivalent of (a) on or prior to the Commitment Termination Date, the "Facility Amount" as set forth on Schedule 1 (as such amount may be reduced from time to time pursuant to Section 2.06) and (b) following the Commitment Termination Date, the outstanding principal balance of all the Advances; *provided* that the Facility Amount may be increased by the Borrower from time to time in accordance with Section 2.15 hereof.

"Facility Amount Increase" means an increase in the Facility Amount pursuant to Section 2.15 hereof.

"Facility Amount Increase Request" is defined in Section 2.15 hereof.

"Facility Documents" means this Agreement, the Purchase and Contribution Agreement, the Account Control Agreement, the Collateral Agent Fee Letter, the Custodian Fee Letter, the Backup Collateral Manager Fee Letter, the Lender Fee Letter, the Collateral Administration Agreement and any other security agreements and other instruments entered into or delivered by or on behalf of the Borrower pursuant to Section 5.01(c) to create, perfect or otherwise evidence the Collateral Agent's security interest.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended versions of Sections 1471 through 1474 of the Code that are substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof (including any Revenue Ruling, Revenue Procedure, Notice or similar guidance issued by the IRS thereunder as a precondition to relief or exemption from taxes under such provisions), and any agreements entered into pursuant to Section 1471(b)(1) of the Code and an applicable intergovernmental agreement implementing any of the foregoing.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it; *provided* that, if at any time a Lender

is borrowing overnight funds from a Federal Reserve Bank that day, the Federal Funds Rate for such Lender for such day shall be the average rate per annum at which such overnight borrowings are made on that day as promptly reported by such Lender to the Borrower, the Collateral Administrator and the Agents in writing. Each determination of the Federal Funds Rate by a Lender pursuant to the foregoing proviso shall be conclusive and binding except in the case of manifest error.

"*Fifth Amendment Effective Date*" means August 4, 2025.

"*Fifth Amendment Participation Pool*" means those Participation Interests listed on Schedule 5 hereto.

"Final Maturity Date" means the second anniversary of the last day of the Reinvestment Period.

"Final Order" means an order, judgment, decree or ruling the operation or effect of which has not been stayed, reversed or amended and as to which order, judgment, decree or ruling (or any revision, modification or amendment thereof) the time to appeal or to seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending.

"Financial Asset" has the meaning specified in Section 8-102(a)(9) of the UCC.

"*Financing Documents*" has the meaning set forth in Section 14.02(b) hereof.

"Financing Statements" has the meaning specified in Section 9-102(a)(39) of the UCC.

"First Lien/Last Out Loan" means a Collateral Loan that would constitute a First Lien Loan (other than by operation of the proviso in the definition of such term) but that, in the case of an event of default under the applicable Related Document, will be paid after one or more tranches of first lien loans issued by the same obligor have been paid in full in accordance with a specified waterfall of payments.

"*First Lien Loan*" means any Collateral Loan (for purposes of this definition, a "loan") that meets the following criteria:

(a) is not (and is not expressly permitted by its terms to become) subordinate in right of payment to any other obligation for borrowed money of the Obligor of such loan, unless such loan is a Split First Lien Loan;

(b) is secured by a valid first priority perfected Lien in, to or on specified collateral securing the Obligor's obligations under such loan (whether or not such loan is also secured by any lower priority Lien on other collateral), but subject to purchase money liens and customary Liens for taxes or regulatory charges not then due and payable and other permitted Liens under the Related Documents; *provided* that such permitted Liens do not directly secure indebtedness for borrowed money;

(c) is secured, pursuant to such first priority perfected Lien, by collateral having a value (determined as set forth below) not less than the Principal Balance of such loan plus the aggregate Principal Balances of all other loans of equal seniority secured by a first Lien in the same collateral; and

(d) is not a loan which is secured solely or primarily by the common stock of its Obligor or any of its Affiliates;

provided that neither a First Lien/Last Out Loan nor a Split Lien Loan shall constitute a First Lien Loan. For the avoidance of doubt, Split First Lien Loans will constitute First Lien Loans hereunder.

The determination as to whether clause (c) of this definition is satisfied shall be based on both (a) an analysis of the enterprise value of the related Obligor by the Collateral Manager or an Appraisal or other valuation (which may be an internal Appraisal or valuation performed by the Collateral Manager) performed on or about the date of acquisition by the Borrower or of the most recent restructuring of such Collateral Loan, and (b) the Collateral Manager's judgment at the time such Collateral Loan is acquired by the Borrower.

"Fitch" means Fitch, Inc., together with its successors.

"*Fixed Charge Coverage Ratio*" means, with respect to any Collateral Loan for any Relevant Test Period, the meaning of "Fixed Charge Coverage Ratio" or any comparable term relating to the ratio of fixed charges to EBITDA defined in the Related Documents for such Collateral Loan, and in any case that "Fixed Charge Coverage Ratio" or such comparable term is not defined in such Related Documents, the ratio of (a) fixed charges to (b) EBITDA as calculated by the Collateral Manager in good faith using information from and calculations consistent with the relevant financial models, *pro forma* financial statements, compliance statements and financial reporting packages provided by the relevant Obligor as per the requirements of the Related Documents.

"Fixed Rate Obligation" means any Collateral Loan that bears a fixed rate of interest.

"Floating Rate Obligation" means any Collateral Loan that bears a floating rate of interest.

"Floor Obligation" means, as of any date:

(a) a Floating Rate Obligation (1) for which the Related Documents provides for a London interbank offered rate option or a SOFR option and that such rate is calculated as the greater of a specified "floor" rate per annum and such rate for the applicable interest period and (2) that, as of such date, bears interest based on such London interbank offered rate option or SOFR option, but only if as of such date the London interbank offered rate or SOFR for the applicable interest period is less than such floor rate; and

(b) a Floating Rate Obligation (1) for which the Related Documents provides for a base or prime rate option and such base or prime rate is calculated as the greater of a

specified "floor" rate per annum and the base or prime rate for the applicable interest period and (2) that, as of such date, bears interest based on such base or prime rate option, but only if as of such date the base or prime rate for the applicable interest period is less than such floor rate.

"Foreign Currency Equivalent" means, with respect to any amount in Dollars, the amount of any Agreed Foreign Currency that could be purchased with such amount of Dollars using the reciprocal of the foreign exchange rate(s) specified in the definition of the term "Dollar Equivalent", as determined by the Collateral Manager and reported to the Administrative Agent and the Collateral Administrator.

"*Foreign Currency Loan OC Balance*" means, for any Collateral Loan denominated in an Agreed Foreign Currency, the sum of, (a) the product of (i) the Dollar Equivalent outstanding principal balance of such loan, and (ii) the difference of 1 *minus* the Advance Rate applicable to such loan, (b) the Dollar Equivalent of any Excess Concentration Amount attributable to such Collateral Loan, and (c) if such Collateral Loan is a Haircut Collateral Loan, the product of (i) the Dollar Equivalent outstanding principal balance of such Haircut Collateral Loan and (ii) 1 *minus* such Haircut Collateral Loan's Recovery Rate.

"Foreign Currency Variability Factor" means, with respect to each Agreed Foreign Currency, the percentage opposite such Agreed Foreign Currency set forth in the table below:

Applicable Currency	Percentage Factor
Euros	33%
Canadian Dollars	38%
Pounds Sterling	51%
Australian Dollars	61%

"Foreign Currency Variability Reserve" means the sum of (a) the product of (i) the aggregate Foreign Currency Loan OC Balance for all Collateral Loans denominated in Euros, and (ii) the Foreign Currency Variability Factor for Euros, (b) the product of (i) the aggregate Foreign Currency Loan OC Balance for all Collateral Loans denominated in Canadian Dollars and (ii) the Foreign Currency Variability Factor for Canadian Dollars, (c) the product of (i) the aggregate Foreign Currency Loan OC Balance for all Collateral Loans denominated in Pounds Sterling and (ii) the Foreign Currency Variability Factor for Pounds Sterling, (d) the product of (i) the aggregate Foreign Currency Loan OC Balance for all Collateral Loans denominated in Australian Dollars and (ii) the Foreign Currency Variability Factor for Australian Dollars.

"*Foreign Loan*" means any Loan that relates to an Eligible Foreign Obligor or any other Obligor that is not registered to do business in the United States, does not have contact information in the United States or the collateral securing such Loan is located outside of the United States.

"*Freshwater Industry*" means an industry where the Obligor directly supports the following: dams that do not conform to the decision-making framework of the WCD Framework; or projects located in, or substantially impacting on, critical natural habitats where the project significantly degrades or converts them.

"Fundamental Amendment" means any amendment, modification, waiver or supplement of or to this Agreement that would (a) increase or extend the term of the Commitments (other than an increase in the Commitment of a particular Lender or addition of a new Lender hereunder agreed to by the relevant Lender(s) pursuant to the terms of this Agreement) or change the Final Maturity Date, (b) extend the date fixed for the payment of principal of or interest on any Advance or any fee hereunder, (c) reduce the amount of any such payment of principal, (d) reduce the rate at which interest is payable thereon or any fee is payable hereunder, (e) release any material portion of the Collateral, except in connection with dispositions permitted hereunder, (f) alter the terms of Section 6.01, Section 9.01, Section 15.01(b) or Section 15.23 or any defined terms used therein or any other provision providing for pro rata payments to the Lenders, (g) modify the definition of the terms "Agreed Foreign Currency," "Currency Valuation Trigger Event," "Dollar Equivalent," "Majority Lenders," "Required Lenders," "Maximum Available Amount," "Borrowing Base," "Maximum Advance Rate Test", "Maximum Advance Rate Default Test", "Fundamental Amendment", "Interest Coverage Ratio Test", "Minimum Equity Amount", "Collateral Quality Test" or any Collateral Quality Test set forth therein or component thereof defined therein, "Collateral Loan", "Eligible Collateral Loan" or any defined terms used therein, or modify in any other manner the number or percentage of the Lenders required to make any determinations or waive any rights hereunder or to modify any provision hereof, (h) extend the Reinvestment Period, (i) permit the formation of any subsidiary of the Borrower or (j) result in the direct or indirect subordination of the Obligations and/or the security interest and lien upon the Collateral that is granted by any Borrower in accordance with this Agreement.

"Funding Effective Date" means the later of the Closing Date and the date on which the conditions precedent set forth in Section 3.01 are satisfied.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, quasi-regulatory authority, administrative tribunal, central bank, public office, court, arbitration or mediation panel, or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of government, including the SEC, the stock exchanges, any Federal, state, territorial, county, municipal or other government or governmental agency, arbitrator, board, body, branch, bureau, commission, court, department, instrumentality, master, mediator, panel, referee, system or other political unit or subdivision or other entity of any of the foregoing, whether domestic or foreign (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank).

"Governmental Authorizations" means all franchises, permits, licenses, approvals, consents and other authorizations of all Governmental Authorities.

"Governmental Filings" means all filings, including franchise and similar tax filings, and the payment of all fees, assessments, interests and penalties associated with such filings with all Authorities.

"*Haircut Collateral Loan*" means, at any time without duplication, any Collateral Loan that does not satisfy clauses (bb) or (cc) of the definition of Eligible Collateral Loan.

"*Haircut Collateral Loan Balance*" means, (A) for a Collateral Loan that qualifies as a Haircut Collateral Loan as a result of the failure to satisfy clause (bb) of the definition of Eligible Collateral Loan (1) for each such Haircut Collateral Loan that is a First Lien Loan, a Split First Lien Loan or a Split Lien Loan, at any time, the lesser of (a) the current Market Value of such Haircut Collateral Loan, and (b) the product of (i) the Principal Balance of such Haircut Collateral Loan and (ii) one (1) *minus* such Haircut Collateral Loan's Haircut Percentage, and (2) for each such Haircut Collateral Loan that is a Second Lien Loan, at any time, the lesser of (a) the current Market Value of such Haircut Collateral Loan, and (b) the product of (i) the Principal Balance of such Haircut Collateral Loan and (ii) one (1) *minus* (x) if such Haircut Collateral Loan qualifies for a Level 1 Haircut Percentage, a Level 2 Haircut Percentage or Level 3 Haircut Percentage, 50.0% and (y) if such Haircut Collateral Loan qualifies for a Level 4 Haircut Percentage, 70.0%, and (B) for a Collateral Loan that qualifies as a Haircut Collateral Loan as a result of the failure to satisfy clause (cc) of the definition of Eligible Collateral Loan, the lesser of (a) the current Market Value of such Haircut Collateral Loan, and (b) the product of (i) the Principal Balance of such Haircut Collateral Loan and (ii) such Haircut Collateral Loan's Recovery Rate; provided, that if a Collateral Loan fails to satisfy both clause (bb) and clause (cc) of the definition of Eligible Collateral Loan, the Haircut Collateral Loan Balance shall be determined in accordance with clause (B) above.

"Haircut Percentage" mean, with respect to each Haircut Collateral Loan, a Level 1 Haircut Percentage, a Level 2 Haircut Percentage, a Level 3 Haircut Percentage or a Level 4 Haircut Percentage, in each case, as determined in accordance with such definitions.

"Hedge Counterparty" means (1) Truist Bank or (2) any other entity that (a) on the date of entering into any hedge transaction with the Borrower (i) is an interest rate swap dealer that has been approved in writing by the Administrative Agent and (ii) has a short-term unsecured debt rating of not less than "A-1" by S&P and not less than "P-1" by Moody's, and (b) in a hedging agreement (i) consents to the assignment of the Borrower's rights under the hedging agreement to the Collateral Agent and (ii) agrees that in the event that Moody's or S&P reduces its short-term unsecured debt rating below the ratings set forth above, it shall, at its own expense, transfer its rights and obligations under each hedging transaction to another entity that meets the requirements of clauses (a) and (b) hereof or collateralize its exposure under each hedging transaction.

"Indemnified Party" has the meaning assigned to such term in Section 12.04(b).

"Independent Accountants" has the meaning assigned to such term in Section 8.08.

"Ineligible Collateral Loan" means, at any time, a Collateral Loan or any portion thereof, that fails to satisfy any criteria of the definition of Eligible Collateral Loan as of any date when

such criteria are applicable thereto; it being understood that such criteria in the definition of Eligible Collateral Loan that are specified to be applicable only as of the date of acquisition of such Collateral Loan shall not be applicable after the date of acquisition of such Collateral Loan.

"Insolvency Event" means with respect to a specified Person, (a) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under the Bankruptcy Code or any other applicable insolvency law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of such Person's affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days; or (b) the commencement by such Person of a voluntary case under the Bankruptcy Code or any other applicable insolvency law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

"Instrument" has the meaning specified in Section 9-102(a)(47) of the UCC.

"Interest" means, for each day during an Interest Accrual Period and each Advance outstanding by a Lender on such day, the sum of the products (for each day during such Interest Accrual Period) of:

$$IR' \; P' \; \frac{1}{D}$$

where:

IR = the Interest Rate for such Advance on such day;

P = the principal amount of such Advance on such day; and

D = 360 or, to the extent the Interest Rate is based on the Prime Rate or Multicurrency Advances denominated in Pounds Sterling, 365 or 366 days, as applicable.

"Interest Accrual Period" means, with respect to each Advance (or portion thereof) (a) with respect to the first Payment Date for such Advance (or portion thereof), the period from and including the Closing Date to and including the last day of the calendar month preceding the first Payment Date and (b) with respect to any subsequent Payment Date for such Advance (or portion thereof), the period commencing on the first day of the calendar month in which the preceding Payment Date occurred and ending on the last day of the calendar month immediately preceding the month in which the Payment Date occurs; *provided*, that the final Interest Accrual Period for

all outstanding Advances hereunder shall end on and include the day prior to the payment in full of the Advances hereunder.

"Interest Collection Subaccount" has the meaning specified in Section 8.02(a).

"Interest Coverage Ratio" means, on any Determination Date as of the end of the most recent Collection Period, the percentage equal to:

(a) the Dollar Equivalent of the aggregate Collateral Interest Amount for the three most recent Collection Periods then ended; *divided by*

(b) the Dollar Equivalent of the sum of all amounts payable under Section 9.01(a)(i)(A) through (E) on the related Payment Date for each of the three most recent Collection Periods then ended.

"*Interest Coverage Ratio Test*" means a test that is satisfied at any such time if the Interest Coverage Ratio as calculated on the most recent Determination Date as of the end of the most recent Collection Period was greater than or equal to 125%.

"Interest Proceeds" means, with respect to any Collection Period or the related Determination Date, without duplication, the sum of:

(a) all payments of interest and other income received by the Borrower during such Collection Period on the Collateral Loans (including Ineligible Collateral Loans), including the accrued interest received in connection with a sale thereof during such Collection Period;

(b) all principal and interest payments received by the Borrower during such Collection Period on Eligible Investments purchased with Interest Proceeds; and all interest payments received by the Borrower during such Collection Period on Eligible Investments purchased with amounts credited to the Revolving Reserve Account;

(c) all amendment and waiver fees, late payment fees (including compensation for delayed settlement or trades), and all protection fees and other fees and commissions received by the Borrower during such Collection Period, unless the Collateral Manager notifies the Agents before such Determination Date that the Collateral Manager in its sole discretion has determined that such payments are to be treated as Principal Proceeds; and

(d) commitment fees, facility fees, anniversary fees, ticking fees and other similar fees received by the Borrower during such Collection Period unless the Collateral Manager notifies the Agents before such Determination Date that the Collateral Manager in its sole discretion has determined that such payments are to be treated as Principal Proceeds;

provided that:

(1) as to any Defaulted Collateral Loan (and only so long as it remains a Defaulted Collateral Loan), any amounts received in respect thereof will constitute Principal Proceeds (and not Interest Proceeds) until the aggregate of all Collections in respect thereof since it became a Defaulted Collateral Loan equals the outstanding principal balance of such Defaulted Collateral Loan at the time as of which it became a Defaulted Collateral Loan and all amounts received in excess thereof will constitute Interest Proceeds;

(2) all payments received in respect of Equity Securities will constitute Principal Proceeds; and

(3) all Cash received as equity contributions from the BDC will constitute Principal Proceeds unless specified by the Collateral Manager pursuant to Section 10.05.

"Interest Rate" means, for any Interest Accrual Period and for each Advance outstanding by a Lender for each day during such Interest Accrual Period:

(a) (i) for Advances constituting Term Benchmark Borrowings denominated in Dollars, Canadian Dollars, Euros and Australian Dollars, a rate per annum equal to the Adjusted Term Benchmark Rate for such Borrowing, and (ii) for Advances constituting RFR Borrowings, a rate per annum equal to the Daily Simple RFR *plus,* in each case, the Applicable Margin; and

(b) with respect to any Swingline Advance, a rate equal to the Base Rate *plus* the Applicable Margin *minus* 1.00% per annum.

"Interim Order" means an order, judgment, decree or ruling entered after notice and a hearing conducted in accordance with Bankruptcy Rule 4001(c) granting interim authorization, the operation or effect of which has not been stayed, reversed or amended.

"Investment Company Act" means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"Investment Criteria" means the criteria specified in Section 10.02(a).

"IRS" means the U.S. Internal Revenue Service.

"Law" means any action, code, consent decree, constitution, decree, directive, enactment, finding, guideline, law, injunction, interpretation, judgment, order, ordinance, policy statement, proclamation, promulgation, regulation, requirement, rule, rule of law, rule of public policy, settlement agreement, statute, or writ, of any Governmental Authority, or any particular section, part or provision thereof.

"LBO Loan" means any Collateral Loan (a) the proceeds of which are used to finance the acquisition of the Obligor by the sponsor thereof and (b) that has an Obligor with equity of less than 25% of its total capitalization at the time of such acquisition, as determined by the Collateral Manager in its commercially reasonable discretion.

"Lender Fee Letter" means, collectively, (i) that certain Lender Fee Letter, dated as of the date hereof, by and among the Lenders, the Borrower and the Administrative Agent, as the same may be amended or amended and restated from time to time, and (ii) any upfront fee letters entered into by and among any Lender and the Borrower.

"Lenders" means the Persons listed on Schedule 1 and any other Person that shall have become a party hereto in accordance with the terms hereof pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance. Unless the context otherwise requires, the term "*Lenders*" includes the Swingline Lender.

"Level 1 Haircut Percentage" means, with respect to a Haircut Collateral Loan, 10.0% and shall apply to the extent that (i) the Obligor on such Haircut Collateral Loan is a Tier 1 Obligor and has (x) with respect to a Haircut Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 5.50x but less than or equal to 6.00x, or (B) a Total Leverage Ratio greater than 7.50x but less than or equal to 8.00x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 6.50x but less than or equal to 7.00x; (ii) the Obligor on such Haircut Collateral Loan is a Tier 2 Obligor and has (x) with respect to a Haircut Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 4.75x but less than or equal to 5.25x, or (B) a Total Leverage Ratio greater than 6.50x but less than or equal to 7.00x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 5.75x but less than or equal to 6.25x; or (iii) the Obligor on such Haircut Collateral Loan is a Tier 3 Obligor and has (x) with respect to a Haircut Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 4.25x but less than or equal to 4.75x, or (B) a Total Leverage Ratio greater than 5.50x but less than or equal to 6.00x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 5.00x but less than or equal to 5.50x.

"Level 2 Haircut Percentage" means, with respect to a Haircut Collateral Loan, 20.0% and shall apply to the extent that (i) the Obligor on such Haircut Collateral Loan is a Tier 1 Obligor and has (x) with respect to a Haircut Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 6.00x but less than or equal to 6.50x, or (B) a Total Leverage Ratio greater than 8.00x but less than or equal to 8.50x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 7.00x but less than or equal to 7.50x; (ii) the Obligor on such Haircut Collateral Loan is a Tier 2 Obligor and has (x) with respect to a Haircut Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 5.25x but less than or equal to 5.75x, or (B) a Total Leverage Ratio greater than 7.00x but less than or equal to 7.50x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 6.25x but less than or equal to 6.75x; or (iii) the Obligor on such Haircut Collateral Loan is a Tier 3 Obligor and has (x) with respect to a Haircut Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 4.75x but less than or equal to 5.25x, or (B) a Total Leverage Ratio

greater than 6.00x but less than or equal to 6.50x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 5.50x but less than or equal to 6.00x.

"Level 3 Haircut Percentage" means, with respect to a Haircut Collateral Loan, 35.0% and shall apply to the extent that (i) the Obligor on such Haircut Collateral Loan is a Tier 1 Obligor and has (x) with respect to a Haircut Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 6.50x but less than or equal to 7.00x, or (B) a Total Leverage Ratio greater than 8.50x but less than or equal to 9.00x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 7.50x but less than or equal to 8.00x; (ii) the Obligor on such Haircut Collateral Loan is a Tier 2 Obligor and has (x) with respect to a Haircut Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 5.75x but less than or equal to 6.25x, or (B) a Total Leverage Ratio greater than 7.50x but less than or equal to 8.00x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 6.75x but less than or equal to 7.25x; or (iii) the Obligor on such Haircut Collateral Loan is a Tier 3 Obligor and has (x) with respect to a Haircut Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 5.25x but less than or equal to 5.75x , or (B) a Total Leverage Ratio greater than 6.50x but less than or equal to 7.00x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 6.00x but less than or equal to 6.50x.

"Level 4 Haircut Percentage" means, with respect to a Haircut Collateral Loan, 50.0% and shall apply to the extent that (i) the Obligor on such Haircut Collateral Loan is a Tier 1 Obligor and has (x) with respect to a Haircut Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 7.00x, or (B) a Total Leverage Ratio greater than 9.00x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 8.00x; (ii) the Obligor on such Haircut Collateral Loan is a Tier 2 Obligor and has (x) with respect to a Haircut Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 6.25x, or (B) a Total Leverage Ratio greater than 8.00x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 7.25x; or (iii) the Obligor on such Haircut Collateral Loan is a Tier 3 Obligor and has (x) with respect to a Haircut Collateral Loan other than a Stretch Senior Loan, (A) a Senior Leverage Ratio greater than 5.75x, or (B) a Total Leverage Ratio greater than 7.00x, or (y) with respect to a Stretch Senior Loan, a Total Leverage Ratio greater than 6.50x.

"Lien" means any mortgage, pledge, hypothecation, assignment, encumbrance, lien or security interest (statutory or other), or preference, priority or other security agreement, charge or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing authorized by the Borrower of any financing statement under the UCC or comparable law of any jurisdiction).

"Liquidity Facility" means, for any CP Conduit, a loan facility, asset purchase facility or other arrangement under which the providers of such facility have agreed to provide funds to such CP Conduit for purposes of funding such CP Conduit's obligations under this Agreement.

"Liquidity Bank" means the Person or Persons who provide liquidity support to a Lender that is a CP Conduit pursuant to a Liquidity Facility.

"Listed Collateral Loan" means a Collateral Loan for which, at the time of determination, a Listed Value is available.

"Listed Value" means, for any Collateral Loan, the bid price for such Collateral Loan most recently quoted by Loan Pricing Corporation, Mark-it Partners (formerly known as Loan X), Interactive Data Corporation (Thompson Reuters), or quoted by another nationally recognized broker-dealer or nationally recognized quotation service as may be approved from time to time by the Administrative Agent and the Required Lenders if so requested by the Borrower; *provided* that, if the Collateral Manager reasonably believes that the price quoted by any such source is based on less than three bona fide bids, then the Collateral Manager, by notice to the Agents, may determine the Listed Value in accordance with clause (b) of the definition of "Market Value".

"Loan Checklist" means an electronic or hard copy, as applicable, checklist delivered by or on behalf of the Borrower to the Custodian, for each Collateral Loan, of all Related Documents to be included within the respective loan file, which shall specify whether such document is an original or a copy.

"Majority Lenders" means, as of any date of determination, one or more Lenders having aggregate Percentages greater than or equal to 51%, *provided* that at any time there are two (2) or more Lenders, "Majority Lenders" must include at least two (2) Lenders (who are not Affiliates of one another) ; *provided further* that to the extent that any Lender is a Defaulting Lender, the Percentage of such Defaulting Lender shall be excluded for purposes of determining Majority Lenders.

"Margin Stock" has the meaning assigned to such term in Regulation U.

"Market Value" means, as of any date, for any Collateral Loan, the Dollar Equivalent of:

(a) if such Collateral Loan is a Listed Collateral Loan as at such date, the Listed Value of such Collateral Loan as at such date; and

(b) if such Collateral Loan is not a Listed Collateral Loan as of such date, the lower of:

(i) the fair market value of such Collateral Loan as reasonably determined by the Collateral Manager in accordance with the Collateral Management Standard; and

(ii) the purchase price in respect of such Collateral Loan expressed as an effective percentage of par less any loss reserves maintained by the Borrower in accordance with GAAP.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, financial condition, operations, performance or properties of the Borrower, the Collateral Manager or the BDC, both individually or taken as a whole, (b) the validity, enforceability or collectability of this Agreement or any other Facility Document or the validity, enforceability or collectability

of the Collateral Loans generally or any material portion of the Collateral Loans, (c) the rights and remedies of the Administrative Agent, the Lenders and the Secured Parties with respect to matters arising under this Agreement or any other Facility Document, (d) the ability of each of the Borrower or the Collateral Manager to perform its obligations under any Facility Document to which it is a party, or (e) the status, existence, perfection, priority or enforceability of the Collateral Agent's lien on the Collateral.

"Material Modification" means, with respect to any Collateral Loan, any amendment, waiver, consent or modification of a Related Document with respect thereto (it being understood that a release document or similar instrument executed or delivered in connection with a disposition that is otherwise permitted under the applicable Related Documents shall not constitute an amendment or modification to such Related Document) executed or effected after the date on which such Collateral Loan is acquired by the Borrower, that:

(a) reduces or waives one or more interest payments or permits any interest due with respect to such Collateral Loan in cash to be deferred or capitalized and added to the principal amount of such Collateral Loan (other than any (i) deferral or capitalization already expressly permitted by the terms of its Related Documents or pursuant to the application of a pricing grid, in each case, as of the date such Collateral Loan was acquired by the Borrower or (ii) after giving effect to such modification, (x) any such deferral or capitalization that does not cause the limitation set forth in clause (g) of the Concentration Limitations to be exceeded or (y) the Cash pay interest rate is equal to or greater than the highest applicable rate specified in the proviso to the definition of Partial PIK Loan);

(b) contractually or structurally subordinates such Collateral Loan by operation of a priority of payments, turnover provisions or the transfer of assets in order to limit recourse to the related Obligor or releases any material guarantor or a co-obligor from its obligations with respect thereto;

(c) substitutes or releases the underlying assets securing such Collateral Loan (other than as expressly permitted by the Related Documents as of the date such Collateral Loan was acquired by the Borrower), and each such substitution or release, as determined in the commercially reasonable discretion of the Administrative Agent, materially and adversely affects the value of such Collateral Loan;

(d) waives, extends or postpones any date fixed for any scheduled payment (including at maturity) or mandatory prepayment of principal on such Collateral Loan (other than waivers of required non-scheduled principal payments if such Collateral Loan is otherwise performing); or

(e) reduces or forgives any principal amount of such Collateral Loan;

provided that (i) any Collateral Loan subject to a Material Modification which subsequently becomes a Credit Improved Loan shall no longer be considered to have been subject to a Material Modification hereunder unless and until such Collateral Loan is subject to a subsequent Material Modification; and (ii) the Collateral Manager shall be permitted to reduce one or more interest

payments, extend, waive or postpone any date fixed for any scheduled payment of principal (including at maturity) or waive, extend or reduce any mandatory prepayment of principal on a Collateral Loan, in each case, in connection with a re-pricing, refinancing or other request reflecting market terms then existing at such time (as determined by the Collateral Manager) or otherwise at the request of the Obligor and not in connection with financial or operational difficulties affecting, or the credit deterioration of, the related Obligor, in each case, without such modification constituting a Material Modification hereunder so long as (x) after giving effect to such modification, each Collateral Quality Test is satisfied (or, if not satisfied, the level of compliance with such Collateral Quality Test is maintained or improved), (y) on the date of such modification, such Collateral Loan constitutes a Current Modified Loan and (z) such modification is not made to avoid classification of such Collateral Loan as a Defaulted Collateral Loan.

"Maximum Advance Rate Test" means a test that will be satisfied at any time if the Dollar Equivalent of the aggregate outstanding principal balance of the Advances at such time is less than or equal to the Maximum Available Amount at such time.

"Maximum Advance Rate Default Test" means a test that will be satisfied at any time if the Dollar Equivalent of the aggregate outstanding principal balance of the Advances at such time is less than or equal to the Maximum Available Amount at such time multiplied by 103.5%.

"Maximum Available Amount" means, on any date of determination, without duplication, an amount equal to the least of:

(a) the Facility Amount at such time, *minus* the Revolving Exposure at such time, *plus* the Dollar Equivalent of the aggregate amount on deposit in the Revolving Reserve Account;

(b) the sum of:

(i) the Borrowing Base *multiplied by* the Weighted Average Advance Rate, *minus*

(ii) the Foreign Currency Variability Reserve, *minus*

(iii) the Revolving Exposure at such time, *plus*

(iv) the Dollar Equivalent of the aggregate amount of cash then on deposit in the Principal Collection Subaccounts; *plus*

(v) the Dollar Equivalent of the aggregate amount of cash then on deposit in the Revolving Reserve Account; and

(c) the sum of:

(i) the Aggregate Collateral Balance (excluding the Revolving Exposure pursuant to clause (d) of the definition thereof), *minus*

(ii) the Minimum Equity Amount, *plus*

(iii) the Dollar Equivalent of the aggregate amount of cash then on deposit in the Principal Collection Subaccounts.

"*Maximum Weighted Average Life Test*" means a test that will be satisfied on any date of determination if the Weighted Average Life of the Collateral Loans as of such date is less than or equal to six years.

"Measurement Date" means, (i) the Closing Date, (ii) each Borrowing Date and (iii) each Monthly Report Determination Date.

"Minimum Equity Amount" means, at any time, the greater of (a) $30,000,000 and (b) the Aggregate Collateral Balance of the Collateral Loans for the three largest Obligors (determined as the Obligors with the three largest portions of the Aggregate Collateral Balance) (it being understood that multiple Collateral Loans from the same Obligor and its Affiliates shall be treated as a single exposure).

"*Minimum Weighted Average Coupon Test*" means a test that will be satisfied on any date of determination if the Weighted Average Coupon equals or exceeds 8.0%.

"*Minimum Weighted Average Spread Test*" means a test that will be satisfied on any date of determination if the Weighted Average Floating Spread equals or exceeds 4.5%.

"*Mining and Metals Industry*" means an industry where the Obligor directly supports: the mining, processing and/or sale of uranium for weapons purposes; or the mining or trading of rough diamonds not certified under the Kimberley Process Certification Scheme which provides assurance that diamonds have not been used to finance wars against legitimate governments, historically a particular problem in Africa through "conflict diamonds".

"Money" has the meaning specified in Section 1-201(24) of the UCC.

"Monthly Asset Amount" means, for any Payment Date, the Aggregate Collateral Balance as of the last day of the most recent Collection Period.

"Monthly Report" has the meaning specified in Section 8.06(a).

"Monthly Report Determination Date" has the meaning specified in Section 8.06(a).

"Monthly Reporting Date" means the 20th calendar day (or, if such day is not a Business Day, on the next succeeding Business Day) of each calendar month.

"Moody's" means Moody's Investors Service, Inc., together with its successors.

"Multicurrency Advance" means an Advance denominated in Dollars or an Agreed Foreign Currency.

"Multiemployer Plan" means an employee pension benefit plan within the meaning of Section 4001(a)(3) of ERISA that is sponsored by the Borrower or a member of its ERISA Group or to which the Borrower or a member of its ERISA Group is obligated to make contributions or has any liability.

"*Net Worth*" means, for any Obligor and at any time the same is to be determined, the difference between total assets and total liabilities of such Obligor, total assets and total liabilities each to be determined in accordance with GAAP.

"Non-Cash Paying PIK Loan" means a Collateral Loan that requires the Obligor to pay only a portion of the accrued and unpaid interest in Cash on a current basis, the remainder of which is or can be deferred and paid later; provided that the portion of such interest required to be paid in Cash pursuant to the terms of the applicable Related Documents carries a current Cash pay interest rate paid (x) at a floating rate of less than 2.50% per annum over London interbank offered rate or SOFR, as applicable, or (y) at a fixed rate of less than 6.0% per annum.

"*Non-Defaulting Lender*" shall mean, at any time, a Lender that is not a Defaulting Lender.

"*Noteless Loan*" means a Collateral Loan with respect to which (i) the related loan agreement does not require the obligor to execute and deliver an Underlying Note to evidence the indebtedness created under such Collateral Loan and (ii) no Underlying Notes are outstanding with respect to the portion of the Collateral Loan transferred to the Borrower.

"Notice of Borrowing" has the meaning assigned to such term in Section 2.02.

"Notice of Prepayment" has the meaning assigned to such term in Section 2.05.

"Obligations" means all indebtedness, whether absolute, fixed or contingent, at any time or from time to time owing by the Borrower to any Secured Party or any Affected Person under or in connection with this Agreement, the Collateral Agent Fee Letter or any other Facility Document, including all amounts payable by the Borrower in respect of the Advances, with interest thereon, and all amounts payable hereunder.

"Obligor" means, in respect of any Collateral Loan, the Person primarily obligated to pay Collections in respect of such Collateral Loan.

"OFAC" has the meaning assigned to such term in Section 4.01(f).

"Offer" has the meaning given in Section 8.07(c).

"Original Currency" has the meaning assigned to such term in Section 2.14.

"Other Connection Taxes" has the meaning given in Section 15.03(a).

"Other Taxes" has the meaning given in Section 15.03(b).

"Ownership Certificates" means, in respect of any Collateral, all stock, ownership certificates, participation certificates and other "instruments" and "certificated securities" (as such terms are defined in the UCC), if any, governing or evidencing or representing ownership of such Collateral.

"*Partial PIK Loan*" means a Collateral Loan that requires the Obligor to pay only a portion of the accrued and unpaid interest in Cash on a current basis, the remainder of which is or can be deferred and paid later; *provided* that the portion of such interest required to be paid in Cash pursuant to the terms of the applicable Related Documents carries a current Cash pay interest rate paid (x) at a floating rate of not less than 2.50% and not equal to or greater than 4.0% *per annum* over London interbank offered rate or SOFR, as applicable, or (y) at a fixed rate of not less than 6.0% and not equal to or greater than 8.0% *per annum*.

"Participant" means any Person to whom a participation is sold as permitted by Section 15.06(d).

"Participating Member State" means any member state of the European Community that adopts or has adopted the Euro as its lawful currency in accordance with the legislation of the European Union relating to the European Monetary Union.

"Participation Interest" means a participation interest in a loan or other obligation that would, at the time of acquisition, or the Borrower's commitment to acquire the same, constitute a Collateral Loan.

"PATRIOT Act" has the meaning assigned to such term in Section 15.16.

"Payment Account" means, collectively, the payment accounts of the Collateral Agent established pursuant to Section 8.03(a).

"Payment Date" means the 20th day of each calendar month in each year; *provided* that, if any such day is not a Business Day, then such Payment Date shall be the next succeeding Business Day.

"Payment Date Report" has the meaning specified in Section 8.06(b).

"Payment Recipient" has the meaning given in Section 12.07(a).

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor agency or entity performing substantially the same functions.

"Percentage" of any Lender means, (a) with respect to any Lender party hereto on the date hereof, the percentage set forth opposite such Lender's name on Schedule 1 hereto, as such amount is reduced by any Assignment and Acceptance entered into by such Lender with an assignee or increased by any Assignment and Acceptance entered into by such lender with an assignor, or (b) with respect to a Lender that has become a party hereto pursuant to an Assignment and Acceptance, the percentage set forth therein as such Lender's Percentage, as such amount is reduced by an

Assignment and Acceptance entered into between such Lender and an assignee or increased by any Assignment and Acceptance entered into by such lender with an assignor.

"Permitted Agent" means:

(a) in connection with the Facility Documents, the Collateral Manager, the Custodian, the Agents, the Independent Accountants and any such party's sub-agents; and

(b) in connection with the Collateral Loans, (i) administrative agents, collateral agents, arrangers, trustees and similar agents (and any sub-agents) appointed under the Related Documents, (ii) financial and restructuring advisors, appraisers and evaluators, (iii) foreign agents retained for foreign perfection purposes or other local law requirements, (iv) back-office operations providers and (v) legal counsel, in each case, consistent with the Collateral Manager's past practice and in the ordinary course of business.

"*Permitted Assignee*" means, with respect to (i) any CP Conduit, any Liquidity Bank for such CP Conduit and any other multi-seller asset-backed commercial paper conduit administered by the same agent as such CP Conduit, (ii) any Lender other than a CP Conduit, an Affiliate of such Lender that has a short-term unsecured debt rating or certificate of deposit rating of "A-2" or better by S&P or "P-2" or better by Moody's, and (iii) any Lender, any other Lender, and which, in the case of clause (ii) does not require the Borrower to pay any additional or increased costs or is otherwise approved by the Borrower.

"Permitted Liens" means: (a) Liens created in favor of the Collateral Agent hereunder or under the other Facility Documents for the benefit of the Secured Parties; and (b) Liens imposed by any Governmental Authority for taxes, assessments or charges not yet delinquent or which are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the Borrower in accordance with GAAP.

"Permitted Securitization" means any private or public term or conduit securitization transaction undertaken by the Borrower or its Affiliates with the prior consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed) that is secured, directly or indirectly, by any Collateral Loan currently or formerly included in the Collateral or any portion thereof or any interest therein released from the Lien of this Agreement, including, without limitation, any collateralized loan obligation or collateralized debt obligation offering or other asset securitization.

"Person" means an individual or a corporation (including a business trust), partnership, trust, incorporated or unincorporated association, joint stock company, limited liability company, government (or an agency or political subdivision thereof) or other entity of any kind.

"PIK Loan" means a Collateral Loan that permits the obligor thereon to defer or capitalize any portion of the accrued interest thereon.

"Plan" means an employee pension benefit plan (other than a Multiemployer Plan) which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412

of the Code that is sponsored by the Borrower or a member of its ERISA Group or to which the Borrower or a member of its ERISA Group is obligated to make contributions or has any liability.

"Post-Default Rate" means a rate per annum equal to the rate of interest otherwise in effect pursuant to this Agreement *plus* 2.0% per annum.

"Pounds Sterling" means the lawful currency of the United Kingdom.

"Prime Rate" means the rate announced by Truist Bank from time to time as its prime rate in the United States, such rate to change as and when such designated rate changes. The Prime Rate is not intended to be the lowest rate of interest charged by Truist Bank in connection with extensions of credit to debtors. Truist Bank may make commercial loans or other loans at rates of interest at, above, or below the Prime Rate.

"Principal Balance" means, with respect to any Collateral Loan, as of any date of determination, the Dollar Equivalent of the outstanding principal amount of such Collateral Loan (excluding any capitalized interest).

"Principal Collection Subaccount" has the meaning specified in Section 8.02(a).

"Principal Financial Center" means, in the case of any Currency, the principal financial center where such Currency is cleared and settled, as determined by the Administrative Agent.

"Principal Proceeds" means, with respect to any Collection Period or the related Determination Date, all amounts received by the Borrower during such Collection Period that do not constitute Interest Proceeds, including unapplied proceeds of the Advances and any Cash equity contributions (unless specified by the Collateral Manager to constitute Interest Proceeds in accordance with Section 10.05).

"Prior Credit Agreement" means that certain Fourth Amended and Restated Revolving Credit and Security Agreement dated as of October 30, 2018 among the Borrower, the Collateral Manager, the lenders from time to time party thereto, Truist Bank, as administrative agent and swingline lender, and U.S. Bank National Association, as custodian, collateral administrator and backup collateral manager, as amended, amended and restated or otherwise modified from time to time.

"Priority of Payments" has the meaning specified in Section 9.01(a).

"Private Authorizations" means all franchises, permits, licenses, approvals, consents and other authorizations of all Persons (other than Governmental Authorities).

"Proceeds" has, with reference to any asset or property, the meaning assigned to it under the UCC and, in any event, shall include, but not be limited to, any and all amounts from time to time paid or payable under or in connection with such asset or property.

"Professional Independent Manager" means an individual who is employed by a nationally-recognized company that provides professional independent directors or independent managers for Special Purpose Entities and other corporate services in the ordinary course of its business.

"*Prohibited Defense Industry*" means an industry directly connected (including production and trade) with controversial weapons (anti-personnel landmines, cluster munitions, nuclear/atomic, biological and chemical weapons or depleted uranium munitions).

"Prohibited Industry" means (i) a Prohibited Defense Industry; (ii) assault weapons or firearms manufacturing; (iii) the pornography or adult entertainment industry; (iv) the production, trade or use of drift nets over 2.5 kilometers in length; (v) the production of asbestos fibers; (vi) the trade in any plant or animal species or products governed by the Convention on International Trade in Endangered Species of Wild Fauna or Flora ("CITES") which are not authorized by a CITES permit; (vii) activities mainly related to tobacco; (viii) a Freshwater Industry or Mining and Metals Industry; (ix) pay-day lending; (x) activities mainly related to marijuana related business; or (xi) the Crypto currency industry.

"Prohibited Transaction" means a transaction described in Section 406(a) of ERISA, that is not exempted by a statutory or administrative or individual exemption pursuant to Section 408 of ERISA.

"Purchase and Contribution Agreement" means that certain Purchase and Contribution Agreement dated as of the Closing Date between the BDC, as seller, and the Borrower, as buyer.

"*Purchase Money Lien"* means a Lien that secures indebtedness for borrowed money so long as (i) substantially all of the proceeds of the indebtedness for borrowed money that is the subject of such Lien was used to acquire, construct or improve the asset(s) that are the subject of such Lien, and (ii) such Lien does not attach to assets other than those acquired, constructed or improved with such proceeds.

"Qualified Institution" means a depository institution or trust company organized under the laws of the United States of America or any one of the States thereof or the District of Columbia (or any domestic branch of a foreign bank), (i)(a) that has either (1) a long-term unsecured debt rating of "A" or better by S&P and "A2" or better by Moody's or (2) a short-term unsecured debt rating or certificate of deposit rating of "A-1" or better by S&P or "P-1" or better by Moody's, (b) the parent corporation of which has either (1) a long-term unsecured debt rating of "A" or better by S&P and "A2" or better by Moody's or (2) a short-term unsecured debt rating or certificate of deposit rating of "A-1" or better by S&P and "P-1" or better by Moody's or (c) is otherwise acceptable to the Administrative Agent and (ii) the deposits of which are insured by the Federal Deposit Insurance Corporation.

"QIB" has the meaning specified in Section 15.06(e).

"Qualified Purchaser" has the meaning specified in Section 15.06(e).

"Rating Agency" means Moody's, Fitch or S&P (or, if, at any time Moody's, Fitch or S&P ceases to provide rating services with respect to debt obligations, any other nationally recognized investment rating agency selected by the Borrower or the Collateral Manager on behalf of the Borrower with the consent of the Administrative Agent and the Required Lenders). In the event that at any time any of the rating agencies referred to above ceases to be a "Rating Agency" and a replacement rating agency is selected in accordance with the preceding sentence, then references to rating categories of such replaced rating agency in this Agreement shall be deemed instead to be references to the equivalent categories of such replacement rating agency as of the most recent date on which such replacement rating agency and such replaced rating agency's published ratings for the type of obligation in respect of which such replacement rating agency is used.

"Recovery Rate" means, for Defaulted Collateral Loans, the lesser of (a) the Market Value of such Collateral Loan (expressed as a percentage of par) and (b) the recovery rate set forth opposite such asset type below:

First Lien Loans—50%

Split First Lien Loans—50%

Split Lien Loans—50%

Second Lien Loans—30%

"Register" has the meaning specified in Section 15.06(d).

"Regulation T", *"Regulation U"* and *"Regulation X"* mean Regulation T, U and X, respectively, of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"Regulatory Change" has the meaning specified in Section 2.09(a).

"Reinvestment Agreement" means a guaranteed reinvestment agreement from a bank, insurance company or other corporation or entity having an Eligible Investment Required Ratings; *provided* that such agreement provides that it is terminable by the purchaser, without penalty and with the return of all invested funds, if within sixty (60) days after the provider of such agreement no longer satisfies the Eligible Investment Required Ratings, the provider has failed to obtain either (i) a guarantor with an Eligible Investment Required Ratings to guarantee the obligations of such provider under such agreement or (ii) a replacement provider with an Eligible Investment Required Ratings.

"Reinvestment Period" means the period from and including the Closing Date to and including the earlier of (a) August 14, 2028 (or such later date as may be agreed by the Borrower and each of the Lenders and notified in writing to the Agents) or (b) the date of the termination of the Commitments pursuant to Section 6.01 upon the occurrence and during the continuance of an Event of Default.

"Related Documents" means, with respect to any Collateral Loan, all agreements or documents evidencing, guaranteeing, securing, governing or giving rise to such Collateral Loan (as identified on the Loan Checklist).

"*Relevant Test Period*" means, with respect to any Collateral Loan, the relevant test period for the calculation of EBITDA, Fixed Charge Coverage Ratio, Senior Leverage Ratio or Total Leverage Ratio, as applicable, for such Loan in the applicable Related Documents or, if no such period is provided for therein, for Obligors delivering monthly financial statements, each period of the last twelve consecutive reported calendar months, and for Obligors delivering quarterly financial statements, each period of the last four consecutive reported fiscal quarters of the principal Obligor on such Loan; *provided* that, with respect to any Loan for which the relevant test period is not provided for in the applicable Related Documents, if an Obligor is a newly-formed entity as to which twelve consecutive calendar months have not yet elapsed, "Relevant Test Period" shall initially include the period from the date of formation of such Obligor or closing date of the applicable Collateral Loan to the end of the twelfth calendar month or fourth fiscal quarter (as the case may be) from the date of formation or closing, as applicable, and shall subsequently include each period of the last twelve consecutive reported calendar months or four consecutive reported fiscal quarters (as the case may be) of such Obligor.

"Requested Amount" has the meaning assigned to such term in Section 2.02.

"Required Lenders" means, as of any date of determination, one or more Lenders having aggregate Percentages greater than or equal to 66 2/3%; *provided* that at any time there are two (2) or more Lenders, "Required Lenders" must include at least two (2) Lenders (who are not Affiliates of one another) ; *provided further* that to the extent that any Lender is a Defaulting Lender, the Percentage of such Defaulting Lender shall be excluded for purposes of determining Required Lenders.

"Responsible Officer" means (a) in the case of a corporation, partnership or limited liability company that, pursuant to its Constituent Documents, has officers, any chief executive officer, chief financial officer, chief administrative officer, president, senior vice president, vice president, assistant vice president, treasurer, director or manager, and, in any case where two Responsible Officers are acting on behalf of such entity, the second such Responsible Officer may be a secretary or assistant secretary, (b) in the case of a limited partnership, the Responsible Officer of the general partner, acting on behalf of such general partner in its capacity as general partner, (c) in the case of a limited liability company, any Responsible Officer of the sole member or managing member, acting on behalf of the sole member or managing member in its capacity as sole member or managing member, (d) in the case of a trust, the Responsible Officer of the trustee, acting on behalf of such trustee in its capacity as trustee, and (e) in the case of the Collateral Agent or Administrative Agent, an officer of the Collateral Agent or Administrative Agent as applicable responsible for the administration of this Agreement.

"Restricted Payments" means the declaration of any distribution or dividends or the payment of any other amount (including in respect of redemptions permitted by the Constituent Documents of the Borrower) to any shareholder, partner, member or other equity investor in the Borrower on account of any share, membership interest, partnership interest or other equity interest

in respect of the Borrower, or the payment on account of, or the setting apart of assets for a sinking or other analogous fund for, or the purchase or other acquisition of any class of stock of or other equity interest in the Borrower or of any warrants, options or other rights to acquire the same (or to make any "phantom stock" or other similar payments in the nature of distributions or dividends in respect of equity to any Person), whether now or hereafter outstanding, either directly or indirectly, whether in cash, property (including marketable securities), or any payment or setting apart of assets for the redemption, withdrawal, retirement, acquisition, cancellation or termination of any share, membership interest, partnership interest or other equity interest in respect of the Borrower.

"Review Criteria" is defined in Section 14.02(b)(i) hereof.

"Revolving Collateral Loan" means any Collateral Loan (other than a Delayed Drawdown Collateral Loan) that is a loan (including revolving loans, funded and unfunded portions of revolving credit lines and letter of credit facilities, unfunded commitments under specific facilities and other similar loans and investments) that by its terms may require one or more future advances to be made to the related Obligor by the Borrower and which provides that such borrowed money may be repaid and re-borrowed from time to time; *provided* that any such Collateral Loan will be a Revolving Collateral Loan only until all commitments to make advances to the Obligor expire or are terminated or irrevocably reduced to zero.

"*Revolving Exposure*" means, at any time, the sum of the aggregate Unfunded Amount of each Collateral Loan (including each Ineligible Collateral Loan and each Defaulted Collateral Loan) at such time.

"Revolving Reserve Account" means the account established pursuant to Section 8.04.

"*Revolving Reserve Required Amount*" has the meaning assigned to such term in Section 8.04.

"RFR", when used in reference to any Advance or Borrowing, refers to whether such Advance, or the Advances constituting such Borrowing, are bearing interest at a rate determined by reference to Daily Simple RFR for the applicable Currency.

"*RFR Administrator*" means the SONIA Administrator.

"*RFR Administrator's Website*" means the SONIA Administrator's Website.

"*RFR Business Day*" means, for any Advances, Borrowings, interest, fees, commissions or other amounts denominated in, or calculated with respect to, Sterling, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks are closed for general business in London.

"*RFR Interest Day*" has the meaning specified in the definition of "*Daily Simple RFR*".

"*RFR Rate*" means, for any Advances, Borrowings, interest, fees, commissions or other amounts denominated in, or calculated with respect to Sterling, SONIA.

"*RFR Reference Day*" has the meaning specified in the definition of "*Daily Simple RFR*".

"S&P" means Standard & Poor's Ratings Group.

"*S&P Industry Classification*" means the industry classifications set forth in Schedule 4 hereto, as such industry classifications shall be updated at the option of the Collateral Manager if S&P publishes revised industry classifications. The determination of which S&P Industry Classification to which an Obligor belongs shall be made in good faith by the Collateral Manager.

"Scheduled Distribution" means, with respect to any Collateral Loan, for each Due Date, the scheduled payment of principal and/or interest and/or fees due on such Due Date with respect to such Collateral Loan.

"Screen Rate" means each of the SOFR Screen Rate, the EURIBOR Screen Rate, the Term CORRA Screen Rate and the BBSY Screen Rate (each as defined in the definition of "Term Benchmark Rate".

"SEC" means the Securities and Exchange Commission or any other governmental authority of the United States of America at the time administrating the Securities Act, the Investment Company Act or the Exchange Act.

"*Second Lien Loan*" means any Collateral Loan (for purposes of this definition, a "loan") that:

(a) is a First Lien/Last Out Loan; or

(b) meets the following criteria:

(i) is not (and is not expressly permitted by its terms to become) subordinate in right of payment to any other obligation for borrowed money of the Obligor of such loan (excluding customary terms applicable to a second lien lender under customary intercreditor provisions, such as after an event of default in connection with a first priority perfected Lien or with respect to the liquidation of the Obligor or of specified collateral);

(ii) is secured by a valid second priority perfected Lien in, to or on specified collateral securing the Obligor's obligations under such loan (whether or not such loan is also secured by any higher or lower priority Lien on other collateral), but subject to purchase money liens and customary Liens for taxes or regulatory charges not then due and payable and other permitted Liens under the Related Documents; *provided* that such permitted Liens do not directly secure indebtedness for borrowed money;

(iii) is secured, pursuant to such second priority perfected Lien, by collateral having a value (determined as set forth below) not less than the Principal Balance of such loan plus the aggregate Principal Balances of all other loans of

equal or higher seniority secured by a first or second Lien in the same collateral; and

(iv) is not a loan which is secured solely or primarily by the common stock of its Obligor or any of its Affiliates.

The determination as to whether clause (b)(iii) of this definition is satisfied shall be based on both (a) an analysis of the enterprise value of the related Obligor by the Collateral Manager or an Appraisal or other valuation (which may be an internal Appraisal or valuation performed by the Collateral Manager) performed on or about the date of acquisition by the Borrower or of the most recent restructuring of such Collateral Loan, and (b) the Collateral Manager's judgment at the time such Collateral Loan is acquired by the Borrower.

"Secured Parties" means the Administrative Agent, the Collateral Agent, the Backup Collateral Manager, the Collateral Administrator, the Custodian, the BDC (in respect of the Senior Collateral Management Fee and the Subordinated Collateral Management Fee payable to the BDC to the extent provided in Section 11.06), the Collateral Manager, the Lenders and their respective permitted successors and assigns.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, all as from time to time in effect.

"Securities Intermediary" has the meaning assigned to it in Section 8-102(a)(14) of the UCC.

"Security Entitlement" has the meaning specified in Section 8-102(a)(17) of the UCC.

"Selling Institution" means an entity obligated to make payments to the Borrower under the terms of a Participation Interest.

"Senior Collateral Management Fee" means the monthly fee, accruing from the Closing Date, payable in arrears on each Payment Date for the related Interest Accrual Period, in an amount equal to 0.50% *per annum* (calculated on the basis of a 360 day year and the actual number of days elapsed) of the Monthly Asset Amount.

"*Senior Leverage Ratio*" means, with respect to any Collateral Loan for any Relevant Test Period, the meaning of "Senior Leverage Ratio", "Senior Net Leverage Ratio", "First Lien Leverage Ratio", "First Lien Net Leverage Ratio" or any comparable term relating to first lien senior secured (or such applicable lien or applicable level within the capital structure) indebtedness defined in the Related Documents for such Collateral Loan, and in any case that "Senior Leverage Ratio", "Senior Net Leverage Ratio", "First Lien Leverage Ratio", "First Lien Net Leverage Ratio" or such comparable term is not defined in such Related Documents, the ratio of (a) first lien senior secured (or such applicable lien or applicable level within the capital structure) indebtedness *minus* Unrestricted Cash to (b) EBITDA as calculated by the Collateral Manager in good faith using information from and calculations consistent with the relevant financial models, pro forma

financial statements, compliance statements and financial reporting packages provided by the relevant Obligor as per the requirements of the Related Documents.

"*Shareholders' Equity"* means, at any date, the amount determined on a consolidated basis, without duplication, in accordance with GAAP, of shareholders' equity for the Borrower and its Subsidiaries at such date.

"*SOFR*" means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

"*SOFR Administrator*" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"Solvent" means, with respect to any Person, that as of the date of determination, both (i) (a) the sum of such Person's debt (including contingent liabilities) does not exceed the present fair saleable value of such Person's present assets; (b) such Person's capital is not unreasonably small in relation to its business as contemplated on the Closing Date and reflected in the projections delivered in connection with this Agreement or with respect to any transaction contemplated to be undertaken after the Closing Date; and (c) such Person has not incurred and does not intend to incur, or believe (nor should it reasonably believe) that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise); and (ii) such Person is "solvent" within the meaning given that term and similar terms under Section 101(32) of the Bankruptcy Code, Section 271 of the Debtor and Creditor Law of the State of New York or other applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Topic 740 of the Accounting Standards Codification of the Financial Accounting Standards Board).

"*SONIA*" means a rate equal to the Sterling Overnight Index Average as administered by the SONIA Administrator.

"*SONIA Administrator*" means the Bank of England (or any successor administrator of the Sterling Overnight Index Average).

"*SONIA Administrator's Website*" means the Bank of England's website, currently at http://www.bankofengland.co.uk, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time.

"Special Purpose Entity" means a limited liability company or other business entity that is created with the purpose of being "bankruptcy remote" and whose organizational documents contain restrictions on its activities and impose requirements intended to preserve such entity's separateness that are substantially similar to the special purpose provisions of the Borrower LLC Agreement.

"Specified Eligible Investment" means an Eligible Investment meeting the requirements of Section 8.05(a) and that is available to the Collateral Agent, to be specified by the Collateral Manager to the Collateral Agent (with a copy to the Administrative Agent) on or prior to the initial Borrowing Date; *provided* that, so long as no Default or Event of Default shall have occurred and then be continuing, at any time with not less than five (5) Business Days' notice to the Collateral Agent (with a copy to the Administrative Agent) the Collateral Manager may (and, if the-then Specified Eligible Investment is no longer available to the Collateral Agent, shall) designate another Eligible Investment that meets the requirements of Section 8.05(a) and that is available to the Collateral Agent to be the Specified Eligible Investment for purposes hereof.

"*Specified Rate*" means at any time:

(a) if no Advances are outstanding, the rate determined by the Administrative Agent as if (1) Advances having an aggregate principal balance of $10,000,000 were bearing interest at the applicable Adjusted Term Benchmark Rate hereunder and (2) the related Interest Accrual Period were in effect for the period from the immediately preceding Payment Date (or, if prior to the first Payment Date, the Closing Date) through the next following Payment Date;

(b) if only one Advance is outstanding at such time, the applicable Adjusted Term Benchmark Rate or Daily Simple RFR, as applicable, in effect with respect to such Advance at such time; and

(c) if more than one Advance is outstanding at such time, a rate per annum equal to (1) the sum of the products, for each such Advance of (A) the applicable Adjusted Term Benchmark Rate or Daily Simple RFR (as determined by the Administrative Agent) in effect with respect to such Advance at such time *multiplied by* (B) the Dollar Equivalent of the principal amount of such Advance, *divided by* (2) the Dollar Equivalent of the aggregate principal amount of all Advances outstanding at such time, rounded to the nearest 0.01%.

"*Split First Lien Loan*" means any Collateral Loan that (a) would otherwise satisfy the criteria of a First Lien Loan but which has been structured with a credit facility that is senior in right of payment thereto; and (b) satisfies the following criteria: (i) the aggregate commitment of such senior credit facility is less than or equal to 25.00% of the total first lien indebtedness with respect to such Collateral Loan (including the Split First Lien Loan and such senior credit facility), and (ii) the senior credit facility portion (as measured by commitment) has a trailing twelve-month senior debt to EBITDA ratio of less than or equal to 0.5x. For the avoidance of doubt, Collateral Loans not satisfying the criteria set forth in this definition may be deemed by the Collateral Manager in its reasonable judgment to be either (x) Split Lien Loans or (y) Second Lien Loans.

"*Split Lien Loan*" means any Collateral Loan that is either a Tier 1 Split Lien Loan or a Tier 2 Split Lien Loan.

"*Stretch Senior Loan*" means any Collateral Loan (a) that is secured by a valid and perfected first priority Lien on substantially all of the Obligor's assets constituting the underlying

collateral for such Collateral Loan, subject to Permitted Liens, (b) for which no other secured indebtedness of the Obligor secured by a lien on substantially all of the Obligor's assets exists or is outstanding (subject to Permitted Liens), and (c) for which the payment obligation of the Obligor on such Collateral Loan is either senior to, or *pari passu* with, all other indebtedness of such Obligor. A Stretch Senior Loan shall be considered a First Lien Loan. For purposes of determining the Advance Rate for a Stretch Senior Loan, (i) if the Obligor of such Stretch Senior Loan is a Tier 1 Obligor at the time of acquisition, then (a) that portion of such Stretch Senior Loan which, when included in the total indebtedness of such Obligor, results in a Total Leverage Ratio of 4.50x or less at the time of acquisition shall be treated as a First Lien Loan, and (b) that portion of such Stretch Senior Loan which, when included in the total indebtedness of such Obligor, results in a Total Leverage Ratio greater than 4.50x but less than or equal to 6.50x at the time of acquisition shall be treated as a Second Lien Loan; (ii) if the Obligor of such Stretch Senior Loan is a Tier 2 Obligor at the time of acquisition, then (a) that portion of such Stretch Senior Loan which, when included in the total indebtedness of such Obligor, results in a Total Leverage Ratio of 4.50x or less at the time of acquisition shall be treated as a First Lien Loan, and (b) that portion of such Stretch Senior Loan which, when included in the total indebtedness of such Obligor, results in a Total Leverage Ratio greater than 4.50x but less than or equal to 5.75x at the time of acquisition shall be treated as a Second Lien Loan; and (iii) if the Obligor of such Stretch Senior Loan is a Tier 3 Obligor at the time of acquisition, then (a) that portion of such Stretch Senior Loan which, when included in the total indebtedness of such Obligor, results in a Total Leverage Ratio of 4.00x or less at the time of acquisition shall be treated as a First Lien Loan, and (b) that portion of such Stretch Senior Loan which, when included in the total indebtedness of such Obligor, results in a Total Leverage Ratio greater than 4.00x but less than or equal to 5.00x at the time of acquisition shall be treated as a Second Lien Loan.

"Structured Finance Obligation" means any debt obligation owing by a finance vehicle that is secured directly and primarily by, primarily referenced to, and/or primarily representing ownership of, a pool of receivables or a pool of other assets, including collateralized debt obligations, residential mortgage-backed securities, commercial mortgage-backed securities, other asset-backed securities, "future flow" receivable transactions and other similar obligations; *provided* that ABL Facilities, loans to financial service companies, factoring businesses, health care providers and other genuine operating businesses do not constitute Structured Finance Obligations.

"Subject Laws" has the meaning assigned to such term in Section 4.01(f).

"Subordinated Collateral Management Fee" means the monthly fee, accruing from the Closing Date, payable in arrears on each Payment Date for the related Interest Accrual Period, in an amount equal to 0.50% *per annum* (calculated on the basis of a 360 day year and the actual number of days elapsed) of the Monthly Asset Amount.

"Successor Collateral Manager" has the meaning assigned to such term in Section 11.09(a).

"*Swingline Advance*" has the meaning assigned to such term in Section 2.01.

"*Swingline Borrowing*" has the meaning assigned to such term in Section 2.01.

"*Swingline Facility End Date*" has the meaning assigned to such term in Section 2.01.

"*Swingline Lender*" means Truist Bank, in its capacity as lender of Swingline Advances hereunder.

"*Swingline Refinancing Advances*" has the meaning assigned to such term in Section 2.02(c).

"*Swingline Refinancing Date*" has the meaning assigned to such term in Section 2.02(c).

"*Syndicated Advance*" has the meaning assigned to such term in Section 2.01.

"*Syndicated Borrowing*" has the meaning assigned to such term in Section 2.01.

"*TARGET Day*" means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system (or any successor settlement system as determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euros.

"Taxes" has the meaning assigned to such term in Section 15.03(a).

"Term Benchmark" means, when used in reference to any Advance or Borrowing, refers to whether such Advance, or the Advances constituting such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term Benchmark Rate.

"*Term Benchmark Banking Day*" means for Term Benchmark Advances, Term Benchmark Borrowings, interest, fees, commissions or other amounts denominated in, or calculated with respect to:

(a) Dollars, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities;

(b) Euros, a TARGET Day;

(c) Canadian Dollars, any day except for (i) a Sunday, (ii) a Saturday or (iii) a day on which commercial banks in Toronto are authorized or required by law to remain closed; or

(d) Australian Dollars, any day (other than a Saturday or Sunday) on which banks are open for business in Melbourne, Australia.

"Term Benchmark Rate" means, for any Interest Accrual Period:

(a) in the case of Term Benchmark Borrowings denominated in Dollars, the rate per annum equal to the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Accrual Period on the day (such day, the "*Periodic Term SOFR Determination Day*") that is two (2) Term Benchmark Banking Days for Dollars prior to the first day of such Interest Accrual Period, as such rate is published by the Term SOFR Administrator (the "*SOFR Screen Rate*"); provided, that if as of 5:00 p.m. on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then the Term Benchmark Rate for Term Benchmark Borrowings denominated in Dollars will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding Term Benchmark Banking Day for Dollars for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Term Benchmark Banking Day for Dollars is not more than three (3) Term Benchmark Banking Days for Dollars prior to such Periodic Term SOFR Determination Day (the rate under this clause (a) referred to herein as, "*Term SOFR*").

(b) in the case of Term Benchmark Borrowings denominated in Euros, the rate per annum equal to the Euro Interbank Offered Rate as administered by the European Money Markets Institute (or any other Person that takes over the administration of such rate) for a period equal in length to such Interest Accrual Period, as displayed on the applicable Bloomberg page (or on any successor or substitute page or service providing such quotations as determined by the Administrative Agent from time to time; in each case, the "*EURIBOR Screen Rate*") at approximately 11:00 a.m. (Brussels time) two Term Benchmark Banking Days for Euros prior to the first day of such Interest Accrual Period;

(c) in the case of Term Benchmark Borrowings denominated in Canadian Dollars, the rate per annum equal to the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Accrual Period on the day (such day, the "*Periodic Term CORRA Determination Day*") that is two (2) Term Benchmark Banking Days for Canadian Dollars prior to the first day of such Interest Accrual Period, as such rate is published by the Term CORRA Administrator and is displayed on a screen or other information service, as identified or selected by the Administrative Agent (the "*Term CORRA Screen Rate*"); provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day (the rate under this clause (c) referred to as "*Term CORRA*");

(d) in the case of Term Benchmark Borrowings denominated in Australian Dollars, the rate per annum equal to the Bank Bill Swap Reference Bid rate or a successor thereto approved by the Administrative Agent ("*BBSY*") as published by Reuters (or such other page or commercially available source providing BBSY (Bid) quotations as may be designated by the Administrative Agent from time to time) at or about 10:30 a.m. (Melbourne, Australia time) on the day that is two

Term Benchmark Banking Days for Australian Dollars prior to the first day of the Interest Accrual Period (or if such day is not an Term Benchmark Banking Day for Australian Dollars, then on the immediately preceding Term Benchmark Banking Day for Australian Dollars) with a term equivalent to such Interest Accrual Period (the "*BBSY Screen Rate*");

"*Term CORRA*" has the meaning assigned to such term in clause (c) of the definition of Term Benchmark Rate.

"Term CORRA Adjustment" means a percentage equal to .29547% (29.547 basis points per annum.

"Term CORRA Administrator" means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

"Term CORRA Reference Rate" means the forward-looking term rate based on CORRA

"Term SOFR" has the meaning assigned to such term in clause (a) of the definition of Term Benchmark Rate.

"Term SOFR Administrator" means the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR.

"*Tier 1 Obligor*" means an Obligor of any Collateral Loan with EBITDA greater than or equal to $50,000,000 (determined at the most recent to occur of such Collateral Loan's original date of acquisition by the Borrower or the date of any subsequent increase or modification to such Collateral Loan resulting from a material acquisition by the Obligor).

"*Tier 1 Split Lien Loan*" means any Collateral Loan that (a) would otherwise satisfy the criteria of a First Lien Loan but which has been structured with a credit facility that is senior in right of payment with respect to current assets; and (b) satisfies the following criteria: (i) the aggregate commitment of such senior credit facility is less than or equal to 25.00% of the total first lien indebtedness with respect to such Collateral Loan (including the Tier 1 Split Lien Loan and such senior credit facility), and (ii) the senior credit facility portion (as measured by commitment) has a trailing twelve-month senior debt to EBITDA ratio of less than or equal to 1.0x. For the avoidance of doubt, Collateral Loans not satisfying the criteria set forth in this definition or in the Tier 2 Split Lien Loan definition may be deemed by the Collateral Manager in its reasonable judgment to be Second Lien Loans. Such Collateral Loans that meet the criteria set forth in the Tier 2 Split Lien Loan definition and this definition shall be deemed to be Tier 1 Split Lien Loans.

"*Tier 2 Obligor*" means an Obligor of any Collateral Loan with either (a) EBITDA greater than or equal to $20,000,000 or (b)(i) EBITDA greater than $5,000,000 and less than $20,000,000 and (ii) a Fixed Charge Coverage Ratio of greater than or equal to 1.25x and a Debt to

Capitalization Ratio of no more than 65.0% (in each case, determined at the most recent to occur of such Collateral Loan's original date of acquisition by the Borrower or the date of any subsequent increase or modification to such Collateral Loan resulting from a material acquisition by the Obligor).

"*Tier 2 Split Lien Loan*" means any Collateral Loan that (a) would otherwise satisfy the criteria of a First Lien Loan but which has been structured with a credit facility that is senior in right of payment with respect to current assets; and (b) satisfies the following criteria: (i) the aggregate commitment of such senior credit facility is less than or equal to 25.00% of the total first lien indebtedness with respect to such Collateral Loan (including the Tier 2 Split Lien Loan and such senior credit facility), and (ii) the senior credit facility portion (as measured by commitment) has a trailing twelve-month senior debt to EBITDA ratio of less than or equal to 1.5x. For the avoidance of doubt, Collateral Loans not satisfying the criteria set forth in this definition or in the Tier 1 Split Lien Loan definition may be deemed by the Collateral Manager in its reasonable judgment to be Second Lien Loans. Such Collateral Loans that meet the criteria set forth in the Tier 1 Split Lien Loan definition and this definition shall be deemed to be Tier 1 Split Lien Loans.

"*Tier 3 Obligor*" means an Obligor that does not meet the criteria of a Tier 1 Obligor or a Tier 2 Obligor.

"*Total Leverage Ratio*" means, with respect to any Collateral Loan for any Relevant Test Period, the meaning of "Total Leverage Ratio", "Total Net Leverage Ratio" or any comparable term relating to total indebtedness defined in the Related Documents for such Loan, and in any case that "Total Leverage Ratio", "Total Net Leverage Ratio" or such comparable term is not defined in such Related Documents, the ratio of (a) total indebtedness *minus* Unrestricted Cash to (b) EBITDA as calculated by the Collateral Manager in good faith using information from and calculations consistent with the relevant financial models, pro forma financial statements, compliance statements and financial reporting packages provided by the relevant Obligor as per the requirements of the Related Documents.

"UCC" means the Uniform Commercial Code, as from time to time in effect in the State of New York; *provided* that if, by reason of any mandatory provisions of law, the perfection, the effect of perfection or non-perfection or priority of the security interests granted to the Collateral Agent pursuant to this Agreement are governed by the Uniform Commercial Code as in effect in a jurisdiction of the United States of America other than the State of New York, then "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of such perfection, effect of perfection or non-perfection or priority.

"Uncertificated Security" has the meaning specified in Section 8-102(a)(18) of the UCC.

"*Underlying Note*" means, with respect to a Collateral Loan, one or more promissory notes executed by an Obligor to evidence such Collateral Loan.

"*Unfunded Amount*" means, with respect to any Collateral Loan, as of any date of determination, the Dollar Equivalent of the unfunded commitment of the Borrower with respect to such Collateral Loan as of such date.

"Unrestricted Cash" means the meaning of "Unrestricted Cash" or any comparable definition in the related loan agreement for each Collateral Loan, and in any case that "Unrestricted Cash" or such comparable definition is not defined in such loan agreements, all cash (i) available for use for general corporate purposes and (ii) not held in any reserve account or legally or contractually restricted for any particular purposes inconsistent with the payment of the indebtedness for borrowed money of the relevant Obligor or subject to any lien (other than blanket liens permitted under or granted in accordance with such loan agreement).

"Voting Shares" of any Person means capital stock or other equity interests of any class or classes (however designated) having ordinary power for the election of directors or other similar governing body of such Person, other than stock or other equity interests having such power only by reason of the happening of a contingency.

"*Weighted Average Advance Rate*" means, as of any date of determination, the weighted average of the Advance Rates applicable to the Eligible Collateral Loans on such day, weighted according to the proportion of the Borrowing Base that each such Eligible Collateral Loan included in the Collateral represents.

"Weighted Average Coupon" means, as of any date, an amount equal to the number, expressed as a percentage, obtained by dividing:

(a) the sum, for each Fixed Rate Obligation, of the stated interest coupon on such Collateral Loan *times* the portion of the Aggregate Collateral Balance attributable to such Collateral Loan; by

(b) the Aggregate Collateral Balance of all Fixed Rate Obligations as of such date.

"Weighted Average Floating Spread" means, as of any date, the number obtained by dividing:

(a) the amount equal to (A) the Aggregate Funded Spread (with respect to all Floating Rate Obligations), *plus* (B) the Aggregate Unfunded Spread, by

(b) the Aggregate Collateral Balance of all Floating Rate Obligations as of such date.

"Weighted Average Life" means, as of any date of determination with respect to all Eligible Collateral Loans, the number of years following such date obtained by summing the products obtained by multiplying:

The Average Life at such time of each such Collateral Loan	**X**	The portion of the Aggregate Collateral Balance attributable to such Collateral Loan

and dividing such sum by:

The Aggregate Collateral Balance at such time of all Eligible Collateral Loans.

For the purposes of the foregoing, the "Average Life" is, on any date of determination with respect to any Eligible Collateral Loan, the quotient obtained by dividing (i) the sum of the products of (a) the number of years (rounded to the nearest one hundredth thereof) from such date of determination to the respective dates of each successive Scheduled Distribution of principal of such Collateral Loan and (b) the respective amounts of principal of such Scheduled Distributions by (ii) the sum of all successive Scheduled Distributions of principal on such Collateral Loan.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"*Write-Down and Conversion Powers*" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

"Zero Coupon Obligation" means a Collateral Loan that does not provide for periodic payments of interest in Cash or that pays interest only at its stated maturity.

Section 1.02. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires (i) singular words shall connote the plural as well as the singular, and vice versa (except as indicated), as may be appropriate, (ii) the words "herein," "hereof" and "hereunder" and other words of similar import used in this Agreement refer to this Agreement as a whole and not to any particular article, schedule, section, paragraph, clause, exhibit or other subdivision, (iii) the headings, subheadings and table of contents set forth in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect the meaning, construction or effect of any provision hereof, (iv) references in this Agreement to "include" or "including" shall mean include or including, as applicable, without limiting the generality of any description preceding such term, and for purposes hereof the rule of ejusdem generis shall not be applicable to limit a general statement, followed by or referable to an enumeration of specific matters, to matters similar to those specifically mentioned, (v) each of the parties to this Agreement and its counsel have reviewed and revised, or requested revisions to, this Agreement, and the rule of construction that any ambiguities are to be resolved against the drafting party shall be inapplicable in the construction and interpretation of this Agreement, (vi) any definition of or reference to any Facility

Document, agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (vii) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions set forth herein or in any other applicable agreement), (viii) any reference to any law or regulation herein shall refer to such law or regulation as amended, modified or supplemented from time to time, (ix) unless otherwise specified herein, any use of "material" or "materially" or words of similar meaning in this Agreement shall mean material, as determined by the Lenders, the Administrative Agent, the Collateral Agent, the Collateral Manager, and the Secured Parties, in each respective Person's reasonable discretion, and (x) unless otherwise indicated herein, all references to time of day refer to Eastern standard time or Eastern daylight saving time, as in effect in Charlotte, North Carolina on such day.

Section 1.03. Computation of Time Periods. Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" both mean "to but excluding". Periods of days referred to in this Agreement shall be counted in calendar days unless Business Days are expressly prescribed.

Section 1.04. *Collateral Value Calculation Procedures*. In connection with all calculations required to be made pursuant to this Agreement with respect to Scheduled Distributions on any Collateral Loans, or any payments on any other assets included in the Collateral, with respect to the sale of and reinvestment in Collateral Loans, and with respect to the income that can be earned on Scheduled Distributions on such Collateral Loans and on any other amounts that may be received for deposit in the Collection Account, the provisions set forth in this Section 1.04 shall be applied. The provisions of this Section 1.04 shall be applicable to any determination or calculation that is covered by this Section 1.04, whether or not reference is specifically made to Section 1.04, unless some other method of calculation or determination is expressly specified in the particular provision.

(a) All calculations with respect to Scheduled Distributions on the Collateral Loans shall be made on the basis of information as to the terms of each such Collateral Loan and upon reports of payments, if any, received on such Collateral Loans that are furnished by or on behalf of the Obligor of such Collateral Loans and, to the extent they are not manifestly in error, such information or reports may be conclusively relied upon in making such calculations.

(b) For purposes of calculating the Coverage Tests, except as otherwise specified in the Coverage Tests, such calculations will not include (i) scheduled interest and principal payments on Defaulted Collateral Loans and Ineligible Collateral Loans unless or until such payments are actually made and (ii) ticking fees in respect of Collateral Loans, and other similar fees, unless or until such fees are actually paid.

(c) For each Collection Period and as of any date of determination, the Scheduled Distribution on any Collateral Loans (other than Defaulted Collateral Loans and

Ineligible Collateral Loans, which, except as otherwise provided herein, shall be assumed to have Scheduled Distributions of zero) shall be the total amount of payments and collections to be received during such Collection Period in respect of such Collateral Loans.

(d) Each Scheduled Distribution receivable with respect to a Collateral Loan shall be assumed to be received on the applicable Due Date.

(e) References in the Priority of Payments to calculations made on a "pro forma basis" shall mean such calculations after giving effect to all payments, in accordance with the Priority of Payments, that precede (in priority of payment) or include the clause in which such calculation is made.

(f) For purposes of calculating all Concentration Limitations, in both the numerator and the denominator of any component of the Concentration Limitations, Ineligible Collateral Loans (including any unfunded commitments with respect to such Collateral Loans) will be treated as having a value equal to zero.

(g) Determinations of the Collateral Loans, or portions thereof, that constitute Excess Concentration Amounts will be determined in the way that produces the highest Borrowing Base at the time of determination, it being understood that a Collateral Loan (or portion thereof) that falls into more than one such category of Collateral Loans will be deemed, solely for purposes of such determinations, to fall only into the category that produces the highest such Borrowing Base at such time (without duplication).

(h) Except as otherwise provided herein, the Defaulted Collateral Loan Balance for Defaulted Collateral Loans will be included in the calculation of the Collateral Quality Tests and Ineligible Collateral Loans will not be included in the calculation of the Collateral Quality Tests.

(i) For purposes of determining the Weighted Average Floating Spread and the Weighted Average Coupon (and related computations of stated interest coupons and Aggregate Funded Spread), capitalized or deferred interest (and any other interest that is not required to be paid in cash) will be excluded, regardless of whether, in the case of the calculation of the Weighted Average Floating Spread, such interest is currently being capitalized or deferred.

(j) References in this Agreement to the Borrower's "purchase" or "acquisition" of a Collateral Loan include references to the Borrower's acquisition of such Collateral Loan by way of a sale and/or contribution from the BDC and the Borrower's making or origination of such Collateral Loan. Portions of the same Collateral Loan acquired by the Borrower on different dates (whether through purchase, receipt by contribution or the making or origination thereof, but excluding subsequent draws under Revolving Collateral Loans or Delayed Drawdown Collateral Loans) will, for purposes of determining the purchase price of such Collateral Loan, be treated as separate purchases on separate dates (and not a weighted average purchase price for any particular Collateral Loan).

(k) For the purposes of calculating compliance with each of the Concentration Limitations all calculations will be rounded to the nearest 0.01%.

(l) Unless otherwise indicated herein, all monetary calculations under this Agreement shall be in Dollars (and any amounts denominated in an Agreed Foreign Currency shall be converted to the Dollar Equivalent of such Agreed Foreign Currency for such calculations, as applicable). For purposes of this Agreement, calculations with respect to all amounts received or required to be paid in a currency other than Dollars or an Agreed Foreign Currency shall be valued at zero.

(m) For purposes of calculating all Concentration Limitations, (i) at all times during the Reinvestment Period, unfunded commitments shall be included in both the numerator and the denominator of any component of the Concentration Limitations, and (ii) at all other times, unfunded commitments shall not be included in either the numerator or the denominator of any component of the Concentration Limitations.

Section 1.05. Classification of Advances and Borrowings. For purposes of this Agreement, Advances may be classified and referred to by Class (e.g., a "Syndicated Dollar Advance" or "Syndicated Multicurrency Advance"). Borrowings also may be classified and referred to by Class (e.g., a "Dollar Borrowing", "Multicurrency Borrowing" or "Syndicated Borrowing"). Advances and Borrowings may also be identified by Currency.

Section 1.06. Currencies Generally. At any time, any reference in the definition of the term "Agreed Foreign Currency" or in any other provision of this Agreement to the Currency of any particular nation means the lawful currency of such nation at such time whether or not the name of such Currency is the same as it was on the date hereof. The outstanding principal amount of any Borrowing that is denominated in any Agreed Foreign Currency shall be deemed to be the Dollar Equivalent of the amount of the Agreed Foreign Currency of such Borrowing determined as of the date of such Borrowing. Wherever in this Agreement (x) in connection with a Borrowing, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing is denominated in an Agreed Foreign Currency or (y) in connection with a Collateral Loan, any applicable criteria including, but not limited to, the Concentration Limitations and the definition of Eligible Collateral Loan, is expressed in Dollars, but such Collateral Loan is denominated in an Agreed Foreign Currency, in each case such amount shall be the relevant Foreign Currency Equivalent of such Dollar amount (rounded to the nearest 1,000 units of such Agreed Foreign Currency).

Section 1.07. Calculation of Borrowing Base. In connection with amounts to be calculated for purposes of determining the Borrowing Base and generally preparing the Borrowing Base Calculation Statement, all amounts shall be expressed in Dollars. If any such amount is denominated in an Agreed Foreign Currency, such amount shall be the relevant Foreign Currency Equivalent of such Dollar amount (rounded to the nearest 1,000 units of such Agreed Foreign Currency).

Section 1.08. Rates. Upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, Section 2.11(b)(i) provides the mechanism for determining an alternative rate of

interest. The Administrative Agent will promptly notify the Borrower, pursuant to Section 2.11(b)(iv), of any change to the reference rates upon which the interest rates on Term Benchmark Advances and RFR Advances are based. However, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to LIBOR, the Base Rate, the Term SOFR Reference Rate, Term SOFR, the Term CORRA Reference Rate, Term CORRA or other rates in the definitions of "Adjusted Term Benchmark Rate", "Term Benchmark Rate", "Term SOFR", "Term CORRA" and "RFR Rate" or with respect to any alternative or successor rate thereto, or replacement rate thereof (including, without limitation, (i) any such alternative, successor or replacement rate implemented pursuant to Section 2.11(b)(i), whether upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, and (ii) the implementation of any Benchmark Replacement Conforming Changes pursuant to Section 2.11(b)(iii)), including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the Base Rate, the Term SOFR Reference Rate, Term SOFR, Term CORRA Reference Rate, Term CORRA, Adjusted Term Benchmark Rate, or RFR Rate, as applicable, or have the same volume or liquidity as did the the Base Rate, the Term SOFR Reference Rate, Term SOFR, Term CORRA Reference Rate, Term CORRA, Adjusted Term Benchmark Rate, or RFR Rate, as applicable, prior to its discontinuance or unavailability.

ARTICLE II

ADVANCES

Section 2.01. Revolving Credit Facility. On the terms and subject to the conditions hereinafter set forth, including Article III:

(a) each Lender severally agrees to make loans in Dollars and in Agreed Foreign Currencies to the Borrower (each, a *"Syndicated Advance"*) from time to time on any Business Day during the period from the Funding Effective Date until the Commitment Termination Date (or thereafter pursuant to Section 8.04), on a *pro rata* basis in each case in an aggregate principal amount at any one time outstanding up to but not exceeding such Lender's Commitment and, as to all Lenders, in an aggregate principal amount up to but not exceeding the Maximum Available Amount as then in effect.

(b) the Swingline Lender agrees to make loans in Dollars (each, a "*Swingline Advance*" and, together with the Syndicated Advances, the "*Advances*") to the Borrower from time to time on any Business Day during the period from the Funding Effective Date until the date that is five (5) Business Days prior to the Commitment Termination Date (the "*Swingline Facility End Date*") in an aggregate principal amount at any one time outstanding up to but not exceeding the lesser of (i) $20,000,000 and (ii) the aggregate unused Commitment of the Swingline Lender. Anything contained in the foregoing to the contrary notwithstanding, the undertaking of the Swingline Lender to make Swingline Advances shall be subject to all of the terms and conditions of this Agreement, and Swingline Lender shall not make any Swingline Advances if any of the conditions precedent in Section 3.02 are not satisfied; *provided* that the Swingline Lender shall be

entitled to assume that the conditions precedent to an advance of any Swingline Advance have been satisfied unless notified to the contrary by the Administrative Agent, the Collateral Agent, the Majority Lenders, the Borrower or the Collateral Manager on the Borrower's behalf.

Each such borrowing of a Syndicated Advance on any single day is referred to herein as a "*Syndicated Borrowing*"; each such borrowing of a Swingline Advance on any single day is referred to herein as a "*Swingline Borrowing*"; and Syndicated Borrowings and Swingline Borrowings are referred to herein collectively as "*Borrowings*".

(c) *Type of Advances.* Each Syndicated Borrowing of a Class shall be denominated in a single Currency as the Borrower may request in accordance herewith.

(d) *Maximum Multicurrency Advances*. With respect to Borrowings denominated in an Agreed Foreign Currency, (i) no more than two (2) Borrowings per week shall be permitted hereunder and (ii) no more than eight (8) Borrowings shall be outstanding hereunder at any one time.

Within such limits and subject to the other terms and conditions of this Agreement, the Borrower may borrow (and re-borrow) Advances under this Section 2.01 and prepay Advances under Section 2.05; provided that the Swingline Lender shall not be required to make a Swingline Advance to refinance an outstanding Swingline Advance.

Section 2.02. Making of the Advances. (a) If the Borrower desires to make a Borrowing under this Agreement, the Borrower, or the Collateral Manager on its behalf, shall give the Administrative Agent and the Collateral Agent a written notice (each, a "*Notice of Borrowing*") for such Borrowing (which notice shall be irrevocable and effective upon receipt) not later than:

(i) in the case of Syndicated Borrowings denominated in Dollars, 2:00 p.m. at least one (1) Business Day prior to the day of the requested Borrowing. A Notice of Borrowing received after 2:00 p.m. shall be deemed received on the following Business Day;

(ii) in the case of Syndicated Borrowings denominated in an Agreed Foreign Currency, 2:00 p.m. at least three (3) Business Days prior to the day of the requested Borrowing. A Notice of Borrowing received after 2:00 p.m. shall be deemed received on the following Business Day; and

(iii) in the case of Swingline Borrowings denominated in Dollars, 2:00 p.m. on the date of the requested Swingline Borrowing.

Promptly following receipt of a Notice of Borrowing in accordance with this Section, the Administrative Agent shall advise each applicable Lender of the details thereof and of the amounts of such Lender's Advance to be made as part of the requested Borrowing. Each Notice of Borrowing shall be substantially in the form of Exhibit B hereto, dated the date the request for the related Borrowing is being made, signed by a Responsible Officer of the Borrower or the Collateral

Manager, as applicable, shall attach a Borrowing Base Calculation Statement, and shall otherwise be appropriately completed. If no election as to the Currency of a Syndicated Borrowing is specified, then the requested Syndicated Borrowing shall be denominated in Dollars. The proposed Borrowing Date specified in each Notice of Borrowing shall be a Business Day falling on or prior to (in the case of Syndicated Borrowings) the Commitment Termination Date and (in the case of Swingline Borrowings) the Swingline Facility End Date, and the amount of the Borrowing requested in such Notice of Borrowing (the *"Requested Amount"*) shall be equal to at least $250,000 or an integral multiple of $100,000 in excess thereof (or, if less, the remaining unfunded Commitments hereunder). Borrowings of more than one Class and Currency may be outstanding at the same time.

(b) *Funding by Lenders.* Each Lender, in respect of Syndicated Advances, shall make its Percentage of the applicable Requested Amount on each Borrowing Date by wire transfer of immediately available funds by 11:00 a.m. to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Advances available to the Borrower by promptly crediting the amounts so received, in like funds, to the Principal Collection Subaccount. The Swingline Lender shall not later than 4:00 p.m. on each Borrowing Date, in respect of Swingline Advances, make the applicable Requested Amount available to the Borrower by disbursing such funds to the Principal Collection Subaccount; *provided that* the Swingline Lender shall have no obligation hereunder to make any Swingline Advance at any time if, at such time, one or more Lenders has announced that it is not obligated (or has disputed, in good faith or otherwise, whether it is obligated) to make additional Advances hereunder (including its portion of any Swingline Refinancing Advance).

(c) Each Notice of Borrowing for a Swingline Advance shall also be deemed to constitute a Notice of Borrowing for Syndicated Advances (such Advances, "*Swingline Refinancing Advances*"), in an amount equal to (1) the same Requested Amount or (2) if the Borrower has submitted a Notice of Prepayment in tandem with the Notice of Borrowing for a Swingline Borrowing, such portion of the Requested Amount that will not be repaid by the Borrower on the next Business Day. The Borrowing Date for the Swingline Refinancing Advance shall fall on the day (the "*Swingline Refinancing Date*") that is one (1) Business Day after the date on which such Swingline Borrowing is made (and the applicable Notice of Borrowing shall specify both applicable information for the Swingline Advance and the related Swingline Refinancing Advance). Notwithstanding anything to the contrary contained herein:

(i) it is understood and agreed that each Lender shall acquire a *pro rata* risk participation in each Swingline Advance upon the date such Swingline Advance is made and each Lender shall make Syndicated Advances on each Swingline Refinancing Date in an amount equal to its Percentage of such Requested Amount and (unless it is the Swingline Lender) shall disburse such funds in Dollars to the Principal Collection Subaccount for the exclusive benefit of the Swingline Lender; and

(ii) the Collateral Agent shall immediately apply all amounts received from the Lenders under clause (i) above to the repayment of the outstanding Swingline Advances by paying the same to the Swingline Lender.

If the Swingline Lender is also a Lender, it will be deemed to have automatically funded its portion of each Swingline Refinancing Advance on the relevant Swingline Refinancing Date. The obligations of the Lenders under clause (i) above, and the obligations of the Collateral Agent to apply amounts received from the Lenders under clause (ii) above, shall be absolute and unconditional, shall not be affected by any event or circumstance whatsoever, including the occurrence and continuance of a Default or reduction or termination of the Commitments, shall be made without any offset, abatement, withholding or reduction whatsoever, and shall survive the termination of this Agreement. For the avoidance of doubt, at no time will the Administrative Agent have any duty (express or implied) to fund (or front or advance) any Lender's Percentage of a Requested Amount.

(d) *Presumption by the Administrative Agent.* Unless the Administrative Agent shall have received notice from a Lender prior to the applicable proposed Borrowing Date that such Lender will not make available to the Administrative Agent such Lender's Percentage of the applicable Requested Amount, the Administrative Agent may assume that such Lender has made such Percentage of the applicable Requested Amount available on the Borrowing Date in accordance with paragraph (b) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its Percentage of the applicable Requested Amount available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the Federal Funds Rate or (ii) in the case of the Borrower, the Interest Rate applicable to Advances not funded through the issuance of commercial paper. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Advance included in such Borrowing.

Section 2.03. Evidence of Indebtedness. (a) *Maintenance of Records by Lenders.* Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to it and resulting from the Advances made by such Lender to the Borrower, from time to time, including the amounts of principal and interest thereon and paid to it, from time to time hereunder.

(b) *Maintenance of Records by Administrative Agent.* The Administrative Agent shall maintain records in which it shall record (i) the amount of each Advance made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(c) *Effect of Entries.* The entries made in the records maintained pursuant to paragraph (a) or (b) of this Section shall be prima facie evidence, absent obvious error, of the existence and amounts of the obligations recorded therein; *provided* that the failure of any Lender or the Administrative Agent to maintain such records or any error therein shall not in any manner affect the obligation of the Borrower to repay the Advances in accordance with the terms of this Agreement.

Section 2.04. Payment of Principal and Interest. The Borrower shall pay principal and Interest on the Advances as follows:

(a) 100% of the outstanding principal amount of each Advance, together with all accrued and unpaid Interest thereon, shall be payable on the Final Maturity Date.

(b) Interest shall accrue at the applicable Interest Rate on the unpaid principal amount of each Advance from the date of such Advance until such principal amount is paid in full. The Administrative Agent shall determine the unpaid Interest and Commitment Fees payable thereto prior to each Payment Date (using the applicable Interest Rate for each day during the related Interest Accrual Period) to be paid by the Borrower with respect to each Advance on each Payment Date for the related Interest Accrual Period and shall advise the Collateral Manager and the Collateral Administrator thereof on the sixth Business Day prior to such Payment Date. The Administrative Agent shall send a consolidated invoice of all such Interest and Commitment Fees to the Borrower on the Business Day following the Administrative Agent's receipt of all such information from the Lenders.

(c) Accrued Interest on each Advance shall be payable in arrears (x) on each Payment Date, and (y) in connection with any prepayment in full of the Advances pursuant to Section 2.05(a); provided that (i) with respect to any prepayment in full of the Advances outstanding, accrued Interest on such amount to but excluding the date of prepayment may be payable on such date or as otherwise agreed to between the Lenders and the Borrower and (ii) with respect to any partial prepayment of the Advances outstanding, accrued Interest on such amount to but excluding the date of prepayment shall be payable following such prepayment on the applicable Payment Date for the Collection Period in which such prepayment occurred.

(d) Subject in all cases to Section 2.04(f), the obligation of the Borrower to pay the Obligations, including the obligation of the Borrower to pay the Lenders the outstanding principal amount of the Advances and accrued interest thereon, shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms hereof (including Section 2.14), under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which the Borrower or any other Person may have or have had against any Secured Party or any other Person.

(e) Subject in all cases to Section 15.03, as a condition to the payment of principal of and Interest on any Advance without the imposition of withholding tax, the Borrower or either Agent may require certification acceptable to it to enable the Borrower and the Agents to determine their duties and liabilities with respect to any taxes or other charges that they may be required to deduct or withhold from payments in respect of such Advance under any present or future law or regulation of the United States and any other applicable jurisdiction, or any present or future law or regulation of any political subdivision thereof or taxing authority therein or to comply with any reporting or other requirements under any such law or regulation.

(f) Notwithstanding any other provision of this Agreement, the obligations of the Borrower under this Agreement are limited recourse obligations of the Borrower payable solely from the Collateral and, following realization of the Collateral, and application of the proceeds thereof in accordance with the Priority of Payments and, subject to Section 2.12, all obligations of and any claims against the Borrower hereunder or in connection herewith after such realization shall be extinguished and shall not thereafter revive. No recourse shall be had against any officer, director, employee, shareholder, Affiliate, member, manager, agent, partner, principal or incorporator of the Borrower or their respective successors or assigns for any amounts payable under this Agreement. It is understood that the foregoing provisions of this clause (f) shall not (i) prevent recourse to the Collateral for the sums due or to become due under any security, instrument or agreement which is part of the Collateral or (ii) constitute a waiver, release or discharge of any indebtedness or obligation evidenced by this Agreement until such Collateral has been realized. It is further understood that the foregoing provisions of this clause (f) shall not limit the right of any Person to name the Borrower as a party defendant in any proceeding or in the exercise of any other remedy under this Agreement, so long as no judgment in the nature of a deficiency judgment or seeking personal liability shall be asked for or (if obtained) enforced against the Borrower.

Section 2.05. Prepayment of Advances. (a) *Optional Prepayments.* The Borrower may, from time to time on any Business Day (and with respect to Advances denominated in Agreed Foreign Currencies, no more than twice per week on any Business Day), voluntarily prepay Advances in whole or in part, without penalty or premium; *provided* that the Borrower shall have delivered to the Administrative Agent written notice of such prepayment (such notice, a *"Notice of Prepayment"*) in the form of Exhibit C hereto (i) in the case of a prepayment of a Syndicated Advance denominated in Dollars, by no later than 2:00 p.m. at least one (1) Business Day prior to the day of such prepayment, (ii) in the case of a prepayment of a Syndicated Advance denominated in an Agreed Foreign Currency, by no later than 2:00 p.m. at least three (3) Business Days prior to the day of such prepayment, and (iii) in the case of a prepayment of a Swingline Advance denominated in Dollars, by no later than 2:00 p.m. on the date of such prepayment, and *provided, further*, that there shall not be more than two (2) such prepayments during any calendar month which are made in whole or in part with any Interest Proceeds. Any Notice of Prepayment received by the Administrative Agent after 2:00 p.m. shall be deemed received on the next Business Day. Upon receipt of such Notice of Prepayment, the Administrative Agent shall promptly notify each Lender. Each such Notice of Prepayment shall be irrevocable and effective upon the date received and shall be dated the date such notice is given, signed by a Responsible Officer of the Borrower and otherwise appropriately completed. Each prepayment of any Advance by the Borrower pursuant to this Section 2.05(a) shall in each case be in a principal amount of at least $500,000 or, if less, the entire outstanding principal amount of the Advances of the Borrower. If a Notice of Prepayment is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The Borrower shall make the payment amount specified in such notice by wire transfer of immediately available funds by 11:00 a.m. to the Agent's Account. The Administrative Agent promptly will make such payment amount specified in such notice available to each Lender in the amount of each Lender's Percentage of the payment amount by wire transfer to such Lender's account. Any funds for purposes of a voluntary prepayment received by the Administrative Agent after 11:00

a.m. shall be deemed received on the next Business Day. The Borrower (or the Collateral Manager on its behalf) shall have discretion to determine whether any such prepayment is paid from available Interest Proceeds and/or from available Principal Proceeds. If any such prepayment is to be paid, in whole or in part, from available Interest Proceeds, the aggregate amount of Interest Proceeds which are used to make such prepayment shall not exceed the Excess Interest Proceeds Amount and the Borrower (or the Collateral Manager on its behalf) shall deliver to the Agents an Excess Interest Proceeds Estimate together with the related Notice of Prepayment. For the avoidance of any doubt, the Borrower may only provide a Notice of Prepayment to prepay Advances that are outstanding on the date such Notice of Prepayment is delivered and may not provide a Notice of Prepayment to prepay any future Advances.

(b) *Mandatory Prepayments.* The Borrower shall prepay the Advances on each Payment Date in the manner and to the extent provided in the Priority of Payments. The Borrower shall provide, in each Payment Date Report, notice of the aggregate amounts of Advances that are to be prepaid on the related Payment Date in accordance with the Priority of Payments.

(c) *Additional Prepayment Provisions.* Each prepayment pursuant to this Section 2.05 shall be subject to Sections 2.04(c) and 2.10 and applied to the Syndicated Advances in accordance with the Lenders' respective Percentages (unless a Notice of Prepayment is submitted in tandem with a Notice of Borrowing for a Swingline Borrowing, in which case the prepayment shall be applied first to the Swingline Advance).

(d) *Interest on Prepaid Advances.* If requested by the Administrative Agent, the Borrower shall pay all accrued and unpaid Interest on Advances prepaid on the date of such prepayment.

Section 2.06. Changes of Commitments.

(a) *Automatic Reduction and Termination.* Subject to the provisions of Section 8.04, the Commitments of all Lenders shall be automatically reduced to zero at 5:00 p.m. on the Commitment Termination Date.

(b) *Optional Reductions.* Prior to the Commitment Termination Date, the Borrower shall have the right to terminate or reduce the unused amount of the Facility Amount at any time or from time to time without any fee or penalty upon not less than five (5) Business Days' prior notice to the Lenders, Collateral Agent and the Administrative Agent of each such termination or reduction, which notice shall specify the effective date of such termination or reduction and the amount of any such reduction; *provided* that (i) the amount of any such reduction of the Facility Amount shall be equal to at least $500,000 or an integral multiple of $100,000 in excess thereof or, if less, the remaining unused portion thereof, and (ii) no such reduction will reduce the Facility Amount below the sum of (x) aggregate principal amount of Advances outstanding (including Swingline Advances) at such time and (y) the Revolving Exposure at such time. Such notice of termination or reduction shall be irrevocable and effective only upon receipt and shall be applied *pro rata* to reduce the respective Commitments of each Lender.

(c) *Effect of Termination or Reduction.* The Commitments of the Lenders once terminated or reduced may not be reinstated. Each reduction of the Facility Amount pursuant to this Section 2.06 shall be applied ratably among the Lenders in accordance with their respective Commitments.

Section 2.07. Maximum Lawful Rate. It is the intention of the parties hereto that the interest on the Advances shall not exceed the maximum rate permissible under Applicable Law. Accordingly, anything herein to the contrary notwithstanding, in the event any interest is charged to, collected from or received from or on behalf of the Borrower by the Lenders pursuant hereto or thereto in excess of such maximum lawful rate, then the excess of such payment over that maximum shall be applied first to the payment of amounts then due and owing by the Borrower to the Secured Parties under this Agreement (other than in respect of principal of and interest on the Advances) and then to the reduction of the outstanding principal amount of the Advances of the Borrower.

Section 2.08. Several Obligations. The failure of any Lender to make any Advance to be made by it on the date specified therefor shall not relieve any other Lender of its obligation to make its Advance on such date, neither Agent shall be responsible for the failure of any Lender to make any Advance, and no Lender shall be responsible for the failure of any other Lender to make an Advance to be made by such other Lender.

Section 2.09. Increased Costs. (a) Except with respect to taxes, which shall be governed exclusively by Section 15.03, if, due to either (i) the introduction of or any change in or in the interpretation, application or implementation of any Applicable Law or GAAP or other applicable accounting policy after the date hereof, or (ii) the compliance with any guideline or change in the interpretation, application or implementation of any guideline or request from any central bank or other Governmental Authority (whether or not having the force of law) after the date hereof (a *"Regulatory Change"*), there shall be any increase in the cost to any Affected Person of agreeing to make or making, funding or maintaining Advances to the Borrower, then the Borrower shall from time to time, on the Payment Dates, following such Affected Person's demand, pay in accordance with the Priority of Payments such Affected Person such additional amounts as may be sufficient to compensate such Affected Person for such increased cost. A certificate setting forth in reasonable detail the amount of such increased cost, submitted to the Borrower by an Affected Person (with a copy to the Agents), shall be conclusive and binding for all purposes, absent manifest error. Notwithstanding anything herein to the contrary, each of (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended, and all rules and regulations promulgated thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case pursuant to Basel II or Basel III, and in each case all rules and regulations promulgated thereunder or issued in connection therewith shall be deemed to have been introduced after the Closing Date, thereby constituting a Regulatory Change hereunder with respect to the Affected Parties as of the Closing Date, regardless of the date enacted, adopted or issued.

(b) If an Affected Person determines that compliance with any Applicable Law or request from any central bank or other Governmental Authority charged with the interpretation or administration thereof (whether or not having the force of law), in each case, introduced or made after the date hereof (i) affects the amount of capital or liquidity required to be maintained by such Affected Person and that the amount of such capital or liquidity is increased by or based upon the existence of such Affected Person's Commitment under this Agreement or upon such Affected Person's making, funding or maintaining Advances or (ii) reduces the rate of return of an Affected Person to a level below that which such Affected Person could have achieved but for such compliance (taking into consideration such Affected Person's policies with respect to capital adequacy and liquidity), then the Borrower shall from time to time, on the Payment Dates, following such Affected Person's demand, pay in accordance with the Priority of Payments such additional amounts which are sufficient to compensate such Affected Person for such increase in capital or liquidity or reduced return. If any Affected Person becomes entitled to claim any additional amounts pursuant to this Section 2.09(b), it shall promptly notify the Borrower (with a copy to the Agents) of the event by reason of which it has become so entitled. A certificate setting forth in reasonable detail such amounts submitted to the Borrower by an Affected Person shall be conclusive and binding for all purposes, absent manifest error.

(c) Upon the occurrence of any event giving rise to the Borrower's obligation to pay additional amounts to a Lender pursuant to clauses (a) or (b) of this Section 2.09, such Lender will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate a different lending office if such designation would reduce or obviate the obligations of the Borrower to make future payments of such additional amounts; *provided* that such designation is made on such terms that such Lender and its lending office suffer no unreimbursed cost or material legal or regulatory disadvantage (as reasonably determined by such Lender), with the object of avoiding future consequence of the event giving rise to the operation of any such provision.

(d) The payment of amounts under this Section 2.09 shall be free and clear of any Taxes determined in accordance with Section 15.03.

Section 2.10. Compensation; Breakage Payments. The Borrower agrees to compensate each Affected Person from time to time, on the Payment Dates, following such Affected Person's written request (which request shall set forth the basis for requesting such amounts), in accordance with the Priority of Payments for all reasonable losses, expenses and liabilities (including any interest paid by such Affected Person to lenders of funds borrowed to make or carry an Advance and any loss sustained by such Affected Person in connection with the re-employment of such funds but excluding loss of anticipated profits), which such Affected Person may sustain: (i) if for any reason (including any failure of a condition precedent set forth in Article III but excluding a default by the applicable Lender) a Borrowing of any Advance by the Borrower does not occur on the Borrowing Date specified therefor in the applicable Notice of Borrowing delivered by the Borrower, (ii) if any payment, prepayment or conversion of any of the Borrower's Advances occurs on a date that is not the last day of the relevant Interest Accrual Period, (iii) if any payment or prepayment of any Advance is not made on any date specified in a Notice of Prepayment given by the Borrower or (iv) as a consequence of any other default by the Borrower to repay its Advances when required by the terms of this Agreement. In the case of a Term Benchmark

Advance, the loss to any Lender attributable to such event shall be deemed to include an amount determined by such Lender to be equal to the excess, if any, of

(i) the amount of interest that such Lender would pay for a deposit equal to the principal amount of such Advance denominated in the Currency of such Advance for the period from the date of such payment, conversion, failure or assignment to the last day of the then current Interest Accrual Period for such Advance (or, in the case of a failure to borrow, convert or continue, the duration of the Interest Accrual Period that would have resulted from such borrowing, conversion or continuation) if the interest rate payable on such deposit were equal to the Adjusted Term Benchmark Rate for such Currency for such Interest Accrual Period, *over*

(ii) the amount of interest that such Lender would earn on such principal amount for such period if such Lender were to invest such principal amount for such period at the interest rate that would be bid by such Lender (or an affiliate of such Lender) for deposits denominated in such Currency from other banks in the market for the applicable Term Benchmark Rate at the commencement of such period.

A certificate as to any amounts payable pursuant to this Section 2.10 submitted to the Borrower by any Lender (with a copy to the Agents, and accompanied by a reasonably detailed calculation of such amounts and a description of the basis for requesting such amounts) shall be conclusive in the absence of manifest error.

Section 2.11. Illegality; Inability to Determine Rates.

(a) *Temporary Inability*. If prior to the commencement of any Interest Accrual Period for any Term Benchmark Borrowing of a Class or at any time for a RFR Borrowing (the Currency of such Borrowing herein called the "*Affected Currency*"):

(i) any Lender or Liquidity Bank shall have notified the Administrative Agent of a determination by such Lender or Liquidity Bank or any of its assignees or participants that it would be contrary to law or to the directive of any central bank or other governmental authority (whether or not having the force of law) to obtain such Affected Currency to fund any Advance;

(ii) (A) in the case of a Term Benchmark Borrowing, the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted Term Benchmark Rate for the Affected Currency (including, without limitation, because the applicable Screen Rate is not available or published on a current basis) for such Interest Accrual Period, or (B) in the case of a RFR Borrowing, the Administrative Agent determines that adequate and reasonable means do not exist for ascertaining the Daily Simple RFR for the Affected Currency; or

(iii) (A) in the case of a Term Benchmark Borrowing, the Administrative Agent shall have received notice from the Required Lenders of such Class of Commitments that the Adjusted Term Benchmark Rate for the Affected Currency for such Interest

Accrual Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their respective Advances included in such Borrowing for such Interest Accrual Period or (B) in the case of a RFR Borrowing, the Administrative Agent shall have received notice from the Required Lenders that the Daily Simple RFR for the Affected Currency will not adequately and fairly reflect the cost to such Lenders of making or maintaining the Advances included in such RFR Borrowing;

then the Administrative Agent shall give written notice thereof (or telephonic notice, promptly confirmed in writing) to the Borrower and the affected Lenders as promptly as practicable thereafter. Until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) if the Affected Currency is Dollars and any Notice of Borrowing requests a Term Benchmark Borrowing denominated in Dollars, such Borrowing shall be made as a Base Rate Syndicated Borrowing and (ii) if the Affected Currency is an Agreed Foreign Currency, then either, at the Borrower's election, (A) any Notice of Borrowing that requests a Term Benchmark Borrowing or RFR Borrowing denominated in the Affected Currency shall be ineffective, or (B) the Term Benchmark Rate for such Term Benchmark Borrowing or the Daily Simple RFR for such RFR Borrowing shall be a rate quoted as being representative of the cost to each Lender to fund its pro rata share of such Borrowing (from whatever source and using whatever representative methodologies as such Lender may select in its reasonable discretion), which each Lender shall provide to the Administrative Agent, and the Administrative Agent shall provide to the Borrower, within five (5) Business Days of the Borrower's request to the Administrative Agent therefor; provided that any rate provided under this clause (B) shall expire, to the extent the Borrower has not elected to use such rate, on the date that is five (5) Business Days after the delivery by the Administrative Agent thereof.

(b) (i) *Benchmark Replacement*. Notwithstanding anything to the contrary herein or in any other Facility Document, if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark for a Currency, then (x) if a Benchmark Replacement for such Currency is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Facility Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Facility Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for such Currency for all purposes hereunder and under any Facility Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Facility Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(ii) *Reserved*.

(iii) *Benchmark Replacement Conforming Changes*. In connection with the use, administration, adoption, or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Facility Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Facility Document.

(iv) *Notices; Standards for Decisions and Determinations*. The Administrative Agent will promptly notify the Borrower and the Lenders of (a) the implementation of any Benchmark Replacement, and (b) the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (v) below and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.11, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Facility Document, except, in each case, as expressly required pursuant to this Section.

(v) *Unavailability of Tenor of Benchmark*. Notwithstanding anything to the contrary herein or in any other Facility Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark for a Currency is a term rate (including Term SOFR Reference Rate, the Term CORRA Reference Rate or the applicable Adjusted Term Benchmark Rate) and either (A) any tenor for such Benchmark for such Currency is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark for such Currency is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Accrual Period" for any Benchmark settings for such Currency at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark for such Currency (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark for such Currency (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Accrual Period" for all Benchmark settings for such Currency at or after such time to reinstate such previously removed tenor.

(vi) *Benchmark Unavailability Period*. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing or RFR Borrowing of, conversion to or continuation of Term Benchmark Advances or RFR Advances, as applicable, in each affected Currency to be made,

converted or continued during any Benchmark Unavailability Period and, failing that, (i) in the case of a request for a Dollar Borrowing, the Borrower will be deemed to have converted such request into a request for a Borrowing of or conversion to a Base Rate Loan, and (ii) in the case of a request for a Term Benchmark Borrowing other than in Dollars or a RFR Borrowing, the Term Benchmark Rate for such Term Benchmark Borrowing or Daily Simple RFR for such RFR Borrowing shall be a rate quoted as being representative of the cost to each Lender to fund its pro rata share of such Term Benchmark Borrowing or RFR Borrowing, as applicable (from whatever source and using whatever representative methodologies as such Lender may select in its reasonable discretion), which each Lender shall provide to the Administrative Agent, and the Administrative Agent shall provide to the Borrower, within five (5) Business Days of the Borrower's request to the Administrative Agent therefor. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Base Rate.

(vii) *Definitions*.

"*Available Tenor*" means, as of any date of determination and with respect to the then-current Benchmark for any Currency, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Accrual Period" pursuant to clause (v) above.

"*Benchmark*" means, initially, with respect to Advances denominated in (a) Pounds Sterling, the Daily Simple RFR for such Currency, (b) Dollars, the Term SOFR Reference Rate, (c) Canadian Dollars, the Term CORRA Reference Rate, and (d) each other Agreed Foreign Currency, the Term Benchmark Rate for such Currency; provided that, if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to the Daily Simple RFR or the Term Benchmark Rate, as applicable, for such Currency or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b)(i) of this Section 2.11.

"*Benchmark Replacement*" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date provided that, in the case of a Benchmark with respect to any obligations, interest, fees, commissions or other amounts owing hereunder denominated in any currency other than Dollars or calculated with respect thereto, the alternative set forth in clause (2) below:

(1) the sum of: (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment; and

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Currency giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable Currency at such time and (b) the related Benchmark Replacement Adjustment;

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Facility Documents.

"*Benchmark Replacement Adjustment*" means, with respect to any replacement of the then-current Benchmark for a Currency with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Currency giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable Currency in the U.S. syndicated loan market at such time.

"*Benchmark Replacement Conforming Changes*" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Term Benchmark Rate", the definition of "Base Rate", the definition of "Business Day", the definition of "Term Benchmark Banking Day", the definition of "Daily Simple RFR", the definition of "Interest Accrual Period", the definition of "RFR Business Day", the definition of "RFR Interest Day", the definition of "RFR Reference Day", timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Facility Documents).

"*Benchmark Replacement Date*" means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of:

(a) the date of the public statement or publication of information referenced therein; and

(b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein; or

(3) [reserved]; or

(4) in the case of an Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

For the avoidance of doubt, if such Benchmark is a term rate, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"*Benchmark Transition Event*" means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component

used in the calculation thereof), including the Federal Reserve Board, the Federal Reserve Bank of New York, or the Bank of Canada, as applicable, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"*Benchmark Unavailability Period*" means, with respect to any then-current Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Facility Document in accordance with this Section 2.11(b) and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Facility Document in accordance with this Section 2.11(b).

"*Daily Simple SOFR*" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"*Early Opt-in Election*" means, if the then-current Benchmark for any Currency is the Adjusted Term Benchmark Rate, the occurrence of:

(a) a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding syndicated credit facilities denominated in such Currency at such time contain (as a result of amendment or as originally

executed) any applicable replacement benchmark (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(b) the joint election by the Administrative Agent and the Borrower to trigger a fallback from the Adjusted Term Benchmark Rate for such Currency and the provision by the Administrative Agent of written notice of such election to the Lenders.

"*Floor*" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to any applicable Benchmark.

"*ISDA Definitions*" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

"*Relevant Governmental Body*" means (a) with respect to a Benchmark Replacement in respect of obligations, interest, fees, commissions or other amounts owing hereunder denominated in Dollars, the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto, and (b) with respect to a Benchmark Replacement in respect of obligations, interest, fees, commissions or other amounts owing hereunder denominated in any Currency other than Dollars, (1) the central bank for the Currency in which such obligations, interest, fees, commissions or other amounts are denominated or any central bank or other supervisor which is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement or (2) any working group or committee officially endorsed or convened by (A) the central bank for the Currency in which such obligations, interest, fees, commissions or other amounts are denominated, (B) any central bank or other supervisor that is responsible for supervising either (i) such Benchmark Replacement or (ii) the administrator of such Benchmark Replacement, (C) a group of those central banks or other supervisors or (D) the Financial Stability Board or any part thereof.

"*Unadjusted Benchmark Replacement*" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

Section 2.12. Rescission or Return of Payment. The Borrower agrees that, if at any time (including after the occurrence of the Final Maturity Date) all or any part of any payment theretofore made by it to any Secured Party or any designee of a Secured Party is or must be rescinded or returned for any reason whatsoever (including the insolvency, bankruptcy or reorganization of the Borrower or any of its Affiliates), the obligation of the Borrower to make such payment to such Secured Party shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence and this Agreement shall continue to be effective or be reinstated, as the case maybe, as to such obligations, all as though such payment had not been made.

Section 2.13. Post-Default Interest. The Borrower shall pay interest on all Obligations (other than principal and interest on the Advances, where the default rate is reflected in the Applicable Margin) that are not paid when due for the period from the due date thereof until the date the same is paid in full at the Post-Default Rate. Interest payable at the Post-Default Rate shall be payable on each Payment Date in accordance with the Priority of Payments.

Section 2.14. Payments Generally. (a) Principal and interest on any Advance denominated in any Agreed Foreign Currency and payments relating to any such Advance required under Section 2.10 shall be payable in the applicable Agreed Foreign Currency. All other amounts owing and payable to any Secured Party, any Affected Person or any Indemnified Party, in respect of the Advances and other Obligations, including the principal thereof, interest, fees, indemnities, expenses or other amount payable under this Agreement, shall be paid by the Borrower to the Administrative Agent for the account of the applicable recipient in Dollars, in immediately available funds, in accordance with the Priority of Payments, and all without counterclaim, setoff, deduction, defense, abatement, suspension or deferment. The Administrative Agent and each Lender shall provide wire instructions to the Borrower, the Administrative Agent and the Collateral Agent. Payments must be received by the Administrative Agent for account of the Lenders on or prior to 12:00 noon on a Business Day; *provided* that, payments received by the Administrative Agent after 12:00 noon on a Business Day will be deemed to have been paid on the next following Business Day.

Notwithstanding the foregoing provisions of this Section, if, after the making of any Borrowing in any Agreed Foreign Currency, currency control or exchange regulations are imposed in the country which issues such currency with the result that the type of currency in which the Borrowing was made (the *"Original Currency"*) no longer exists or the Borrower is not able to make payment to the Administrative Agent for the account of the Lenders in such Original Currency, then all payments to be made by the Borrower hereunder in such currency shall instead be made when due in Dollars in an amount equal to the Dollar Equivalent (as of the date of repayment) of such payment due, it being the intention of the parties hereto that the Borrower takes all risks of the imposition of any such currency control or exchange regulations.

(b) Except as otherwise expressly provided herein, all computations of interest, fees and other Obligations shall be made on the basis of a year of 360 days for the actual number of days elapsed in computing interest on any Advance (except that interest computed (i) by reference to the Base Rate at times when the Base Rate is based on the Prime Rate and (ii) on Multicurrency Advances denominated in Pounds Sterling shall be computed on the basis of a year of 365 (or 366 days in a leap year), the date of the making of the Advance shall be included and the date of payment shall be excluded; *provided* that, if an Advance is repaid on the same day on which it is made, one day's Interest shall be paid on such Advance. All computations made by a Lender, the Collateral Agent or the Administrative Agent under this Agreement shall be conclusive absent manifest error.

Section 2.15. Increase in Facility Amount. The Borrower may, on any Business Day prior to the Commitment Termination Date, increase the Facility Amount by delivering a request substantially in the form attached hereto as Exhibit F (each, a *"Facility Amount Increase Request"*) or in such other form acceptable to the Administrative Agent at least five (5) Business Days prior

to the desired effective date of such increase (the *"Facility Amount Increase"*) identifying an additional Lender that is a Permitted Assignee (or additional Commitments for existing Lender(s)), and the amount of its Commitment (or additional amount of its Commitment(s)); *provided, however*, that (i) any increase of the Facility Amount to an amount in excess of $900,000,000 will require the approval of all Lenders, (ii) any increase of the aggregate amount of the Facility Amount shall be in an amount not less than $10,000,000, (iii) no Default or Event of Default shall have occurred and be continuing at the time of the request or the effective date of the Facility Amount Increase, (iv) all representations and warranties contained in Article IV hereof (as the same may be amended from time to time) shall be true and correct in all material respects (except for representations and warranties already qualified by materiality or Material Adverse Effect, which shall be true and correct) at the time of such request and on the effective date of such Facility Amount Increase, and (v) unless such increase is increasing the Commitment of an existing Lender, the Administrative Agent shall have provided its written consent to such increase (which consent shall not be unreasonably withheld or delayed). The effective date of the Facility Amount Increase shall be agreed upon by the Borrower and the Administrative Agent. Upon the effectiveness thereof, the new Lender(s) (or, if applicable, existing Lender(s)) shall make Advances in an amount sufficient such that after giving effect to its advance each Lender shall have outstanding its Percentage of Advances. It shall be a condition to such effectiveness that (i) if any Advances are bearing interest at the Adjusted Term Benchmark Rate on the date of such effectiveness, such Advances shall be deemed to be prepaid on such date and the Borrower shall pay any amounts owing to the Lenders pursuant to Section 2.10 hereof, *provided, however,* that if a Facility Amount Increase is made among the existing Lenders and the amount of the increase in each such Lender's Commitment is on a *pro rata* basis in accordance with the existing Commitments of such Lenders on the date of such Facility Amount Increase, such Advances bearing interest at the Adjusted Term Benchmark Rate shall not be deemed to be prepaid on such date and (ii) the Borrower shall not have terminated any portion of the Commitments pursuant to Section 2.06 hereof. The Borrower agrees to pay any reasonable expenses of the Administrative Agent relating to any Facility Amount Increase. Notwithstanding anything herein to the contrary, no Lender shall have any obligation to increase its Commitment and no Lender's Commitment shall be increased without its consent thereto, and each Lender may at its option, unconditionally and without cause, decline to increase its Commitment. For the avoidance of doubt, each Advance made under a Facility Amount Increase shall be subject to the same terms (including pricing) as Advances under the existing Facility Amount.

Section 2.16. Defaulting Lenders.

(a) *Defaulting Lender Adjustments*. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders and in Section 15.01.

(ii) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary

or mandatory, at maturity, pursuant to Article VI or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 15.23 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the Swingline Lender hereunder; *third*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Advance in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fourth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Advances under this Agreement; *fifth*, to the payment of any amounts owing to the Lenders or Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender or Swingline Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *sixth*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *seventh*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Advances in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Advances were made at a time when the conditions set forth in Section 3.02 were satisfied or waived, such payment shall be applied solely to pay the Advances of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Advances of such Defaulting Lender until such time as all Advances and funded and unfunded participations in Swingline Advances are held by the Lenders pro rata in accordance with the Commitments without giving effect to sub-section (iv) below. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender pursuant to this Section 2.16(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) No Defaulting Lender shall be entitled to receive any Commitment Fee pursuant to the Lender Fee Letter for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(iv) All or any part of such Defaulting Lender's participation in Swingline Advances shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Percentages of the Commitments (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that (x) the conditions set forth in Section 3.02 are satisfied at the time of such reallocation (and, unless the Borrower shall have otherwise notified the Administrative Agent at such time, the Borrower shall be deemed to have represented and warranted that such conditions are satisfied at such time), and (y) such reallocation does not cause the sum of the outstanding Advances of any Non-Defaulting Lender plus such Non-Defaulting Lender's pro rata risk participation in each

Swingline Advance to exceed such Non-Defaulting Lender's Commitment. Subject to Section 15.25, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) If the reallocation described in clause (iv) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, prepay Swingline Advances in an amount equal to the Defaulting Lender's Percentage of such Swingline Advances.

(b) *Defaulting Lender Cure*. If the Borrower, the Administrative Agent and Swingline Lender agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Advances of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Advances and funded and unfunded participations in Swingline Advances to be held pro rata by the Lenders in accordance with the applicable Commitments (without giving effect to Section 2.16(a)(iv), whereupon such Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and *provided, further*, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(c) *New Swingline Advances*. So long as any Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Advances.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01. Conditions Precedent to Initial Borrowing. The obligation of each Lender to make its initial Advance hereunder shall be subject to the conditions precedent that the Administrative Agent shall have received on or before the Closing Date the following, each in form and substance reasonably satisfactory to the Administrative Agent:

(a) each of the Facility Documents duly executed and delivered by the parties thereto, which shall each be in full force and effect;

(b) true and complete copies of the Constituent Documents of the Borrower and the Collateral Manager as in effect on the Funding Effective Date;

(c) true and complete copies certified by a Responsible Officer of the Borrower of all Governmental Authorizations, Private Authorizations and Governmental Filings, if any, required in connection with the transactions contemplated by this Agreement;

(d) a certificate of a Responsible Officer of the Borrower and of the Collateral Manager certifying (i) as to its Constituent Documents, (ii) its certificate of good standing issued by the jurisdiction of its organization, (iii) as to its resolutions or other action of its board of directors or members approving this Agreement and the other Facility Documents to which it is a party and the transactions contemplated thereby, (iv) that its representations and warranties set forth in the Facility Documents to which it is a party are true and correct in all material respects as of the Closing Date (except to the extent such representations and warranties expressly relate to any earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date), (v) no Default or Event of Default has occurred and is continuing, and (vi) as to the incumbency and specimen signature of each of its Responsible Officers authorized to execute the Facility Documents to which it is a party;

(e) proper financing statements, duly filed on or before the Funding Effective Date, under the UCC in all jurisdictions that the Administrative Agent deems necessary or desirable in order to perfect the interests in the Collateral contemplated by this Agreement;

(f) payoff or release letters evidencing the termination of, and repayment in full of obligations under, the Prior Credit Agreement, and copies of proper financing statement filings necessary to release or assign (in the discretion of the Administrative Agent) all security interests and other rights of any Person in the Collateral previously granted by the Borrower or any transferor in connection with the Prior Credit Agreement;

(g) legal opinions (addressed to each of the Secured Parties) of Dechert LLP, New York counsel to the Borrower and the Collateral Manager and Nixon Peabody LLP, counsel to the Collateral Agent, covering such matters as the Administrative Agent and its counsel shall reasonably request;

(h) evidence reasonably satisfactory to it that all of the Covered Accounts shall have been established; and the Account Control Agreement shall have been executed and delivered by the Borrower, the Collateral Agent and the Custodian and shall be in full force and effect;

(i) evidence that (x) all fees to be received by each Lender on or prior to the Closing Date have been received; and (y) the accrued fees and expenses of Chapman and Cutler, counsel to the Administrative Agent, in connection with the transactions contemplated hereby (to the extent invoiced prior to the Closing Date), shall have been paid by the Borrower;

(j) an executed counterpart of the Collateral Agent Fee Letter;

(k) Delivery of such Collateral (including any promissory note, executed assignment agreements and word or pdf copies of the principal credit agreement for each initial Collateral Loan, to the extent received by the Borrower) in accordance with the provisions of Article XIV shall have been effected;

(l) a certificate of a Responsible Officer of the Borrower, dated as of the Closing Date, to the effect that, in the case of each item of Collateral pledged to the Collateral Agent, on the Closing Date and immediately prior to the delivery thereof on the Closing Date:

(i) the Borrower is the owner of such Collateral free and clear of any liens, claims or encumbrances of any nature whatsoever except for (A) those which are being released on the Closing Date and (B) those granted pursuant to this Agreement;

(ii) the Borrower has acquired its ownership in such Collateral in good faith without notice of any adverse claim, except as described in clause (i) above;

(iii) the Borrower has not assigned, pledged or otherwise encumbered any interest in such Collateral (or, if any such interest has been assigned, pledged or otherwise encumbered, it has been released) other than interests granted pursuant to this Agreement;

(iv) the Borrower has full right to grant a security interest in and assign and pledge such Collateral to the Collateral Agent; and

(v) this Agreement creates, upon Delivery of Collateral, filing of the financing statements required hereunder and execution of the Account Control Agreement, a first priority, perfected security interest in the Collateral, except as permitted by this Agreement;

(m) *reserved*;

(n) an executed Certificate of Beneficial Ownership and all documentation and other information requested by any such Lender required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act; and the Administrative Agent shall have received a fully executed Internal Revenue Service Form W-9 (or its equivalent) for the Borrower, the Collateral Manager and the BDC;

(o) a closing certificate from the Borrower substantially in the form set forth on Exhibit H hereto;

(p) on or before the Closing Date, delivery to the Custodian of Related Documents for initial Eligible Collateral Loans;

(q) such other opinions, instruments, certificates and documents from the Borrower as the Agents or any Lender shall have reasonably requested.

Section 3.02. Conditions Precedent to Each Borrowing. The obligation of each Lender to make each Advance to be made by it (including the initial Advance) on each Borrowing Date shall be subject to the fulfillment of the following conditions; *provided* that the conditions described in clauses (b) and (c) (other than a Default or Event of Default described in Sections 6.01(c) or (f) or in Sections 6.02(c), (e) or (f)) below need not be satisfied if the proceeds of the Borrowing are used to fund Revolving Collateral Loans or Delayed Drawdown Collateral Loans then owned by the Borrower or to settle trades committed to by the Borrower prior to the end of the Reinvestment Period or to fund the Revolving Reserve Account to the extent required under Section 8.04; and this Section 3.02 shall not apply with respect to any Swingline Refinancing Advances:

(a) the Administrative Agent shall have received a Notice of Borrowing with respect to such Advance (including the Borrowing Base Calculation Statement attached thereto, all duly completed) delivered in accordance with Section 2.02;

(b) immediately after the making of such Advance on the applicable Borrowing Date, each Coverage Test shall be satisfied (as demonstrated on the Borrowing Base Calculation Statement attached to such Notice of Borrowing);

(c) each of the representations and warranties of the Borrower contained in this Agreement shall be true and correct in all material respects (except for representations and warranties already qualified by materiality or Material Adverse Effect, which shall be true and correct) as of such Borrowing Date (except to the extent such representations and warranties expressly relate to any earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date as if made on such date);

(d) if a requested Advance is denominated in an Agreed Foreign Currency, after giving effect to such Advance, the aggregate outstanding principal balance of all Advances denominated in such currency shall not exceed the Aggregate Principal Balance of all Eligible Collateral Loans denominated in such currency by more than 10% of the Aggregate Principal Balance of all Eligible Collateral Loans denominated in such currency;

(e) no Default, Event of Default or Collateral Manager Replacement Event shall have occurred and be continuing at the time of the making of such Advance or shall result upon the making of such Advance; and

(f) the Reinvestment Period shall not have terminated.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01. Representations and Warranties of the Borrower. The Borrower represents and warrants to each of the Secured Parties on and as of each Measurement Date (and, in respect of clause (i) below, each date such information is provided by or on behalf of it), as follows:

(a) *Due Organization*. The Borrower is a limited liability company duly organized and validly existing under the laws of the State of Delaware, with full power and authority to own and operate its assets and properties, conduct the business in which it is now engaged and to execute and deliver and perform its obligations under this Agreement and the other Facility Documents to which it is a party.

(b) *Due Qualification and Good Standing*. The Borrower is in good standing in the State of Delaware. The Borrower is duly qualified to do business and, to the extent applicable, is in good standing in each other jurisdiction in which the nature of its business, assets and properties, including the performance of its obligations under this Agreement, the other Facility Documents to which it is a party and its Constituent Documents, requires such qualification, except where the failure to be so qualified or in good standing could not reasonably be expected to have a Material Adverse Effect.

(c) *Due Authorization*; *Execution and Delivery; Legal, Valid and Binding; Enforceability*. The execution and delivery by the Borrower of, and the performance of its obligations under the Facility Documents to which it is a party and the other instruments, certificates and agreements contemplated thereby are within its powers and have been duly authorized by all requisite action by it and have been duly executed and delivered by it and constitute its legal, valid and binding obligations enforceable against it in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) *Non-Contravention*. None of the execution and delivery by the Borrower of this Agreement or the other Facility Documents to which it is a party, the Borrowings or the pledge of the Collateral hereunder, the consummation of the transactions herein or therein contemplated, or compliance by it with the terms, conditions and provisions hereof or thereof, will (i) conflict with, or result in a breach or violation of, or constitute a default under its Constituent Documents, (ii) conflict with or contravene (A) any Applicable Law, (B) any indenture, agreement or other contractual restriction binding on or affecting it or any of its assets, including any Related Document, or (C) any order, writ, judgment, award, injunction or decree binding on or affecting it or any of its assets or properties or (iii) result in a breach or violation of, or constitute a default under, or permit the acceleration of any obligation or liability in, or but for any requirement of the giving of notice or the passage

of time (or both) would constitute such a conflict with, breach or violation of, or default under, or permit any such acceleration in, any contractual obligation or any agreement or document to which it is a party or by which it or any of its assets are bound (or to which any such obligation, agreement or document relates), except in the case of clauses (ii) or (iii), where such conflict, contravention, breach, violation or default could not be reasonably expected to have a Material Adverse Effect.

(e) *Governmental Authorizations; Private Authorizations; Governmental Filings*. The Borrower has obtained, maintained and kept in full force and effect all Governmental Authorizations and Private Authorizations which are necessary for it to properly carry out its business, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect, and made all material Governmental Filings necessary for the execution and delivery by it of the Facility Documents to which it is a party, the Borrowings by the Borrower under this Agreement, the pledge of the Collateral by the Borrower under this Agreement and the performance by the Borrower of its obligations under this Agreement, the other Facility Documents, and no material Governmental Authorization, Private Authorization or Governmental Filing which has not been obtained or made, is required to be obtained or made by it in connection with the execution and delivery by it of any Facility Document to which it is a party, the Borrowings by the Borrower under this Agreement, the pledge of the Collateral by the Borrower under this Agreement or the performance of its obligations under this Agreement and the other Facility Documents to which it is a party.

(f) *Compliance with Agreements, Laws, Etc*. The Borrower has duly observed and complied in all material respects with all Applicable Laws relating to the conduct of its business and its assets. The Borrower has preserved and kept in full force and effect its legal existence. The Borrower has preserved and kept in full force and effect its rights, privileges, qualifications and franchises, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. Without limiting the foregoing, (x) to the extent applicable, the Borrower is in compliance in all material respects with (1) economic or financial sanctions or trade embargoes (or similar measures) imposed, administered or enforced from time to time by the United States of America, including the U.S. Department of Treasury and/or the U.S. Office of Foreign Asset Controls (*"OFAC"*), including U.S. Executive Order No. 13224, and other related statutes, laws and regulations and (2) Anti-Corruption Laws (collectively, the *"Subject Laws"*), (y) the Borrower has adopted internal controls and procedures designed to ensure its continued compliance with the applicable provisions of the Subject Laws and to the extent applicable, will adopt procedures consistent with the PATRIOT Act and implementing regulations, and (z) to the knowledge of the Borrower (based on the implementation of its internal procedures and controls), no investor in the Borrower is a Person whose name appears on the "List of Specially Designated Nationals" and "Blocked Persons" maintained by the OFAC.

(g) *Location*. The Borrower's chief place of business, its chief executive office and the office in which the Borrower maintains its books and records are located in the

State of New York. The Borrower's registered office and the jurisdiction of organization of the Borrower is the jurisdiction referred to in Section 4.01(a).

(h) *Investment Company Act*. Assuming compliance by each of the Lenders and any participant with Section 15.06(e), neither the Borrower nor the pool of Collateral is required to register as an "investment company" under the Investment Company Act.

(i) *Information and Reports*. Each Notice of Borrowing, each Monthly Report, each Payment Date Report and all other written information, reports, certificates and statements (other than projections and forward-looking statements) furnished by or on behalf of the Borrower to any Secured Party for purposes of or in connection with this Agreement, the other Facility Documents or the transactions contemplated hereby or thereby are true, complete and correct in all material respects as of the date such information is stated or certified. All projections and forward-looking statements furnished by or on behalf of the Borrower were prepared reasonably and in good faith as the date stated herein or as of which they were provided.

(j) *ERISA*. Neither the Borrower nor any member of the ERISA Group has, or during the past five years had, any liability or obligation with respect to any Plan or Multiemployer Plan.

(k) *Taxes*. The Borrower has filed all income tax returns and all other material tax returns which are required to be filed by it, if any, and has paid all material taxes shown to be due and payable on such returns, if any, or pursuant to any assessment received by any such Person other than any such taxes, assessments or charges that are being contested in good faith by appropriate proceedings and for which appropriate reserves in accordance with GAAP have been established.

(l) *Tax Status*. For U.S. Federal income tax purposes, assuming that the Advances constitute debt for such purposes, the Borrower is (i) disregarded as an entity separate from its owner and (ii) has not made an election under U.S. Treasury Regulation Section 301.7701-3 and is not otherwise treated as an association taxable as a corporation.

(m) *Collections*. All Collections payable to the Borrower shall be remitted directly to the applicable Interest Collection Subaccount (in the case of Interest Proceeds) or the applicable Principal Collection Subaccount (in the case of Principal Proceeds).

(n) *Plan Assets*. The assets of the Borrower are not treated as "plan assets" for purposes of Section 3(42) of ERISA and the Collateral is not deemed to be "plan assets" for purposes of Section 3(42) of ERISA. The Borrower has not taken, or omitted to take, any action which would result in any of the Collateral being treated as "plan assets" for purposes of Section 3(42) of ERISA or the occurrence of any Prohibited Transaction in connection with the transactions contemplated hereunder.

(o) *Solvency*. After giving effect to each Advance hereunder, and the disbursement of the proceeds of such Advance, the Borrower is and will be Solvent.

(p) *Representations Relating to the Collateral*. The Borrower hereby represents and warrants that:

(i) it owns and has legal and beneficial title to all Collateral Loans and other Collateral free and clear of any Lien, claim or encumbrance of any person, other than Permitted Liens;

(ii) other than Permitted Liens, the Borrower has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Collateral. The Borrower has not authorized the filing of and is not aware of any financing statements against the Borrower that include a description of collateral covering the Collateral other than any financing statement relating to the security interest granted to the Collateral Agent hereunder or that has been terminated; and the Borrower is not aware of any judgment, PBGC liens or tax lien filings against the Borrower;

(iii) the Collateral constitutes Money, Cash, accounts (as defined in Section 9-102(a)(2) of the UCC), Instruments, general intangibles (as defined in Section 9-102(a)(42) of the UCC), uncertificated securities (as defined in Section 8-102(a)(18) of the UCC), Certificated Securities or security entitlements to financial assets resulting from the crediting of financial assets to a "securities account" (as defined in Section 8-501(a) of the UCC);

(iv) all Covered Accounts constitute "securities accounts" under Section 8-501(a) of the UCC;

(v) this Agreement creates a valid, continuing and, upon Delivery of Collateral, filing of the financing statement referred to in clause (viii) and execution of the Account Control Agreement, perfected security interest (as defined in Section 1-201(37) of the UCC) in the Collateral in favor of the Collateral Agent, for the benefit and security of the Secured Parties, which security interest is prior to all other liens (other than Permitted Liens), claims and encumbrances and is enforceable as such against creditors of and purchasers from the Borrower;

(vi) the Borrower has received all consents and approvals required by the terms of the Related Documents in respect of such Collateral to the pledge hereunder to the Collateral Agent of its interest and rights in such Collateral;

(vii) with respect to the Collateral that constitutes Security Entitlements, all such Collateral has been and will have been credited to the Custodial Account; and

(viii) with respect to Collateral that constitutes accounts or general intangibles, the Borrower has caused or will have caused, on or prior to the Closing Date, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Collateral granted to the Collateral Agent, for the benefit and security

of the Secured Parties, hereunder (which the Borrower hereby agrees may be an "all asset" filing).

Section 4.02. Representations and Warranties of the Collateral Manager. The Collateral Manager represents and warrants to each of the Secured Parties on and as of each Measurement Date (and in respect of clause (i) below, each date such information is provided by or on behalf of it), as follows:

(a) *Due Organization*. The Collateral Manager is a limited liability company duly organized and validly existing under the laws of the State of Delaware, with full power and authority to own and operate its assets and properties, conduct the business in which it is now engaged and to execute and deliver and perform its obligations under this Agreement and the other Facility Documents to which it is a party.

(b) *Due Qualification and Good Standing*. The Collateral Manager is in good standing in the State of Delaware. The Collateral Manager is duly qualified to do business and, to the extent applicable, is in good standing in each other jurisdiction in which the nature of its business, assets and properties, including the performance of its obligations under this Agreement, the other Facility Documents to which it is a party and its Constituent Documents to which it is a party, requires such qualification, except where the failure to be so qualified or in good standing could not reasonably be expected to have a Material Adverse Effect.

(c) *Due Authorization; Execution and Delivery; Legal, Valid and Binding; Enforceability*. The execution and delivery by the Collateral Manager of, and the performance of its obligations under the Facility Documents to which it is a party and the other instruments, certificates and agreements contemplated thereby are within its powers and have been duly authorized by all requisite action by it and have been duly executed and delivered by it and constitute its legal, valid and binding obligations enforceable against it in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) *Non-Contravention*. None of the execution and delivery by the Collateral Manager of this Agreement or the other Facility Documents to which it is a party, the consummation of the transactions herein or therein contemplated, or compliance by it with the terms, conditions and provisions hereof or thereof, will (i) conflict with, or result in a breach or violation of, or constitute a default under its Constituent Documents, (ii) conflict with or contravene (A) any Applicable Law, (B) any indenture, agreement or other contractual restriction binding on or affecting it or any of its assets, including any Related Document, or (C) any order, writ, judgment, award, injunction or decree binding on or affecting it or any of its assets or properties, or (iii) result in a breach or violation of, or constitute a default under, or permit the acceleration of any obligation or liability in, or but for any requirement of the giving of notice or the passage of time (or both) would constitute such a conflict with, breach or violation of, or default under, or permit any such acceleration

of, any contractual obligation or any agreement or document to which it is a party or by which it or any of its assets are bound (or to which any such obligation, agreement or document relates), except in the case of clauses (ii) or (iii), where such conflict, contravention, breach, violation or default could not be reasonably expected to have a Material Adverse Effect.

(e) *Governmental Authorizations; Private Authorizations; Governmental Filings*. The Collateral Manager has obtained, maintained and kept in full force and effect all Governmental Authorizations and Private Authorizations which are necessary for it to properly carry out its business, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect, and made all material Governmental Filings necessary for the execution and delivery by it of the Facility Documents to which it is a party, and the performance by the Collateral Manager of its obligations under this Agreement, the other Facility Documents, and no material Governmental Authorization, Private Authorization or Governmental Filing which has not been obtained or made, is required to be obtained or made by it in connection with the execution and delivery by it of any Facility Document to which it is a party or the performance of its obligations under this Agreement and the other Facility Documents to which it is a party.

(f) *Compliance with Agreements, Laws, Etc.* The Collateral Manager has duly observed and complied in all material respects with all Applicable Laws, including the Securities Act and the Investment Company Act, relating to the conduct of its business and its assets. The Collateral Manager has preserved and kept in full force and effect its legal existence. The Collateral Manager has preserved and kept in full force and effect its rights, privileges, qualifications and franchises, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect. Without limiting the foregoing, (x) to the extent applicable, the Collateral Manager is in compliance in all material respects with Subject Laws, (y) the Collateral Manager has adopted internal controls and procedures designed to ensure its continued compliance with the applicable provisions of the Subject Laws and to the extent applicable, will adopt procedures consistent with the PATRIOT Act and implementing regulations, once such regulations have been finalized, and (z) to the knowledge of the Collateral Manager (based on the implementation of its internal procedures and controls), no investor in the Collateral Manager is a Person whose name appears on the "List of Specially Designated Nationals" and "Blocked Persons" maintained by the OFAC.

(g) *Location of Records*. The Collateral Manager's chief place of business, its chief executive office and the office in which the Collateral Manager maintains its books and records are located in the State of New York. The Collateral Manager's registered office and the jurisdiction of organization of the Collateral Manager is the jurisdiction referred to in Section 4.02(a).

(h) *Investment Company Act*. The Collateral Manager is registered as an "investment company" under the Investment Company Act.

(i) *Information and Reports*. Each Notice of Borrowing, each Monthly Report, each Payment Date Report and all other written information, reports, certificates and statements (other than projections and forward-looking statements) furnished by the Collateral Manager to any Secured Party for purposes of or in connection with this Agreement, the other Facility Documents or the transactions contemplated hereby or thereby are true, complete and correct in all material respects as of the date such information is stated or certified. All projections and forward-looking statements furnished by or on behalf of the Collateral Manager were prepared reasonably and in good faith as the date stated herein or as of which they were provided.

(j) *ERISA*. Neither the Collateral Manager nor any member of the ERISA Group has, or during the past five years had, any liability or obligation with respect to any Plan or Multiemployer Plan.

(k) *Taxes*. The Collateral Manager has filed all income tax returns and all other material tax returns which are required to be filed by it, if any, and has paid all material taxes shown to be due and payable on such returns, if any, or pursuant to any assessment received by any such Person other than any such taxes, assessments or charges that are being contested in good faith by appropriate proceedings and for which appropriate reserves in accordance with GAAP have been established.

ARTICLE V

COVENANTS

Section 5.01. Affirmative Covenants of the Borrower. The Borrower covenants and agrees that, until the Final Maturity Date (and thereafter until the date that all Obligations have been paid in full):

(a) *Compliance with Agreements, Laws, Etc.* It shall (i) duly observe, comply in all material respects with all Applicable Laws relative to the conduct of its business or to its assets, (ii) preserve and keep in full force and effect its legal existence, (iii) preserve and keep in full force and effect its rights, privileges, qualifications and franchises, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect, (iv) comply with the terms and conditions of each Facility Document, its Constituent Documents and each Related Document to which it is a party and (v) obtain, maintain and keep in full force and effect all Governmental Authorizations, Private Authorizations and Governmental Filings which are necessary or appropriate to properly carry out its business and the transactions contemplated to be performed by it under the Facility Documents, its Constituent Documents and the Related Documents to which it is a party.

(b) *Enforcement*. (i) It shall not take any action, and will use commercially reasonable efforts not to permit any action to be taken by others, that would release any Person from any of such Person's covenants or obligations under any instrument included in the Collateral, except in the case of (A) repayment of Collateral Loans, (B) subject to

Section 5.01(k) hereof and the other terms of this Agreement, (i) amendments to Related Documents that govern Defaulted Collateral Loans or Ineligible Collateral Loans or that are otherwise reasonably deemed by the Collateral Manager to be necessary, immaterial, or beneficial, taken as a whole, to the Borrower and (ii) enforcement actions taken or work-outs with respect to any Defaulted Collateral Loan in accordance with the provisions hereof, and (C) actions by the Collateral Manager under this Agreement and in conformity with this Agreement or as otherwise required hereby.

(ii) It will not, without the prior written consent of the Administrative Agent and the Required Lenders, contract with other Persons for the performance of actions and obligations to be performed by the Borrower or the Collateral Manager hereunder. Notwithstanding any such arrangement, the Borrower shall remain primarily liable with respect thereto. The Borrower will punctually perform, and use its reasonably commercial efforts to cause the Collateral Manager, the Collateral Administrator and such other Person to perform, all of their obligations and agreements contained in this Agreement or any other Facility Document.

(c) *Further Assurances*. It shall promptly upon the reasonable request of either Agent or the Required Lenders (through the Administrative Agent), at the Borrower's expense, execute and deliver such further instruments and take such further action in order to maintain and protect the Collateral Agent's first-priority perfected security interest in the Collateral pledged by the Borrower for the benefit of the Secured Parties free and clear of any Liens (other than Permitted Liens). At the reasonable request of either Agent or the Required Lenders (through the Administrative Agent), the Borrower shall promptly take, at the Borrower's expense, such further action in order to establish and protect the rights, interests and remedies created or intended to be created under this Agreement in favor of the Secured Parties in the Collateral, including all actions which are necessary to (x) enable the Secured Parties to enforce their rights and remedies under this Agreement and the other Facility Documents, and (y) effectuate the intent and purpose of, and to carry out the terms of, the Facility Documents. Subject to Section 7.02, and without limiting its obligation to maintain and protect the Collateral Agent's first priority security interest in the Collateral, the Borrower authorizes the Collateral Agent to file or record financing statements (including financing statements describing the Collateral as "all assets" or the equivalent) and other filing or recording documents or instruments with respect to the Collateral in such form and in such offices as are necessary to perfect the security interests of the Collateral Agent under this Agreement under each method of perfection required herein with respect to the Collateral, *provided,* that the Collateral Agent does not hereby assume any obligation of the Borrower to maintain and protect its security interest under this Section 5.01 or Section 7.07.

In addition, the Borrower will take such reasonable action from time to time as shall be necessary to ensure that all assets (including all Covered Accounts) of the Borrower constitute "Collateral" hereunder. Subject to the foregoing, the Borrower will, and, upon the reasonable request of either Agent shall, at the Borrower's expense, take such other action (including executing and delivering or authorizing for filing any required UCC financing statements) as shall be necessary to create and perfect a valid and enforceable

first-priority security interest on all Collateral acquired by the Borrower as collateral security for the Obligations and will in connection therewith deliver such proof of corporate action, incumbency of officers, opinions of counsel and other documents as is consistent with those delivered by the Borrower pursuant to Section 3.01 on the Funding Effective Date or as either Agent or the Required Lenders (through the Administrative Agent) shall have reasonably requested.

(d) *Financial Statements; Other Information.* It shall provide to the Administrative Agent or cause to be provided to the Administrative Agent (with enough additional copies for each Lender) with a copy to the Collateral Agent and the Backup Collateral Manager:

(i) within ninety (90) days after the end of each fiscal year of the BDC, its audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows (with a consolidating schedule showing such statements for the Borrower) as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the BDC and its consolidated subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(ii) within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the BDC, its unaudited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows (with a consolidating schedule showing such statements for the Borrower) as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its senior financial officers as presenting fairly in all material respects the financial condition and results of operations of the BDC and its consolidated subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(iii) within forty-five (45) days after the end of each fiscal quarter (other than a fiscal year-end) and ninety (90) days after the end of each fiscal year, copies of the quarterly valuation statements for the BDC in accordance with Applicable Law;

(iv) as soon as possible, and in any event within two Business Days after a Responsible Officer of the Collateral Manager or a Responsible Officer of the Borrower obtains actual knowledge of the occurrence and continuance of any (w) Default or (x) Event of Default, a certificate of a Responsible Officer of the

Borrower setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto;

(v) from time to time such additional information regarding the Borrower's financial position or business and the Collateral (including reasonably detailed calculations of each Coverage Test and Collateral Quality Test) as the Administrative Agent or the Required Lenders (through the Administrative Agent) may request if reasonably available to the Borrower;

(vi) promptly after the occurrence of any ERISA Event, notice of such ERISA Event and copies of any communications with all Governmental Authorities or any Multiemployer Plan with respect to such ERISA Event;

(vii) promptly after the occurrence of any change in the Borrower's taxpayer identification number, notice of such change on an IRS Form W-9;

(viii) as soon as possible and in any event at least two (2) Business Days prior to doing so, the Borrower shall provide notice of any change in its chief place of business, its chief executive office or the office in which the Borrower maintains its books and records; and

(ix) as soon as possible, and in any event within two Business Days after a Responsible Officer of the Collateral Manager or a Responsible Officer of the Borrower obtains actual knowledge of the occurrence and continuance of any Currency Valuation Trigger Event, notice of such Currency Valuation Trigger Event.

(e) *Access to Records and Documents*. It shall permit the Administrative Agent and each Lender (or any Person designated by the Administrative Agent or such Lender) to, upon reasonable advance notice and during normal business hours, visit and inspect and make copies thereof at reasonable intervals (i) its books, records and accounts relating to its business, financial condition, operations, assets and its performance under the Facility Documents and the Related Documents and to discuss the foregoing with its and such Person's officers, partners, employees and accountants, and (ii) all of its Related Documents, in each case all as often as the Administrative Agent or the Lenders may reasonably request; *provided* that, notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, each Person entitled to so visit and inspect the Borrower's records under this clause (e) may only exercise its rights under this clause (e) twice during any fiscal year of the Borrower (it being understood that the Borrower shall be responsible for all reasonable and documented costs and expenses for only one such visit per fiscal year). Each Lender agrees to use commercially reasonable efforts to coordinate with the other Lenders in exercising their respective rights under this paragraph (e) and under paragraph (g) below with a view to minimizing duplication of effort and expense by the Borrower.

(f) *Use of Proceeds*. It shall use the proceeds of each Advance made hereunder solely:

(i) to fund or pay the purchase price of Collateral Loans (other than Ineligible Collateral Loans) or Eligible Investments acquired by the Borrower in accordance with the terms and conditions set forth herein or for general corporate purposes;

(ii) to fund additional extensions of credit under Revolving Collateral Loans and Delayed Drawdown Collateral Loans purchased in accordance with the terms of this Agreement;

(iii) to repay outstanding Swingline Advances;

(iv) to fund the Revolving Reserve Account on or prior to the Commitment Termination Date to the extent the Revolving Reserve Account is required to be funded pursuant to Section 8.04 (and the Borrower shall submit a Notice of Borrowing requesting a Borrowing of Advances for a Borrowing Date falling no more than five and no less than one Business Day prior to the Commitment Termination Date with a Requested Amount sufficient to fully fund the Revolving Reserve Account under Section 8.04); and

(v) for such other legal and proper purposes as are consistent with all applicable laws; provided, that proceeds shall only be used to make a Restricted Payment to the BDC if the Collateral Quality Tests are satisfied both immediately before and after such payment.

Without limiting the foregoing, it shall use the proceeds of each Advance in a manner that does not, directly or indirectly, violate any provision of its Constituent Documents or any Applicable Law, including Regulation T, Regulation U and Regulation X.

(g) *Audit Rights*. It will permit the Administrative Agent and any Lender (or any representatives thereof (including any consultants, accountants, lawyers and appraisers)) to conduct evaluations and appraisals of the Borrower's computation of the Borrowing Base and the assets included in the Borrowing Base no more than twice during any fiscal year of the Borrower. The Borrower shall pay the reasonable and documented fees and expenses of any representatives retained by the Administrative Agent or any Lender to conduct any such evaluation or appraisal; *provided* that (i) the Borrower shall not be required to pay such fees and expenses for more than one such evaluation or appraisal during any calendar year unless an Event of Default has occurred and is continuing and (ii) such evaluation or appraisal shall not be duplicative of the report required under Section 8.08(b). Each Lender agrees to use commercially reasonable efforts to coordinate with the other Lenders in exercising their respective rights under this paragraph (g) and under paragraph (e) above with a view to minimizing duplication of effort and expense by the Borrower.

(h) *Opinions as to Collateral*. On or before each five (5) year anniversary of the Closing Date, the Borrower shall furnish to the Agents an opinion of counsel, addressed to the Borrower and the Agents, relating to the continued perfection of the security interest granted by the Borrower to the Collateral Agent hereunder.

(i) *No Other Business*. The Borrower shall not engage in any business or activity other than borrowing Advances pursuant to this Agreement, originating, funding, acquiring, owning, holding, administering, selling, enforcing, lending, exchanging, redeeming, pledging, contracting for the management of and otherwise dealing with Collateral Loans, Eligible Investments and the other Collateral in connection therewith and entering into the Facility Documents, any applicable Related Documents and any other agreements contemplated by this Agreement, and shall not engage in any activity or take any other action that would cause the Borrower to be subject to U.S. Federal, state or local income tax on a net income basis.

(j) *Tax Matters.* The Borrower shall (and each Lender hereby agrees to) treat the Advances as debt for U.S. Federal income tax purposes and will take no contrary position. Assuming that such treatment is correct, the Borrower shall at all times maintain its status as an entity disregarded as an entity separate from its owner for U.S. Federal income tax purposes. The Borrower shall at all times ensure that its owner is and will remain a United States person as defined by Section 7701(a)(30) of the Code (a "*U.S. Person*"). Notwithstanding any contrary agreement or understanding, the Collateral Manager, the Borrower, the Agents and the Lenders (and each of their respective employees, representatives or other agents) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to them relating to such tax treatment and tax structure. The foregoing provision shall apply from the beginning of discussions between the parties. For this purpose, the tax treatment of a transaction is the purported or claimed U.S. tax treatment of the transaction under applicable U.S. Federal, state or local law, and the tax structure of a transaction is any fact that may be relevant to understanding the purported or claimed U.S. tax treatment of the transaction under applicable U.S. Federal, state or local law.

(k) *Changes to Related Documents*. If any amendment, consent, waiver or other modification with respect to a Related Document (other than a Defaulted Collateral Loan or an Ineligible Collateral Loan) would effect a Material Modification, then the Borrower shall not cause or vote in favor of any such Material Modification without the written consent of the Administrative Agent and the Required Lenders.

(l) *Hedge Agreements*. The Borrower shall be permitted to enter into interest rate hedging agreements with respect to its Fixed Rate Obligations; *provided* that (i) the notional amount of such hedging arrangements may not exceed the outstanding principal amount of the related Collateral Obligations and (ii) the counterparty with respect to such hedging agreement is a qualified Hedge Counterparty.

(m) *Collections*. The Borrower shall direct all Obligors (and related paying agents) to pay all Collections directly to the applicable Interest Collection Subaccount (in the case of Interest Proceeds) or the applicable Principal Collection Subaccount (in the case of Principal Proceeds).

(n) *Priority of Payments.* The Borrower shall ensure all Interest Proceeds and Principal Proceeds are applied solely in accordance with the provisions of this Agreement.

(o) *Foreign Currency Advances*. The Borrower shall ensure that the aggregate outstanding principal balance of all Advances denominated in any Agreed Foreign Currency does not exceed the Aggregate Principal Balance of all Eligible Collateral Loans denominated in such currency for any period of thirty (30) consecutive days.

Section 5.02. Negative Covenants of the Borrower. The Borrower covenants and agrees that, until the Final Maturity Date (and thereafter until the date that all Obligations have been paid in full):

(a) *Restrictive Agreements*. It shall not enter into or suffer to exist or become effective any agreement that prohibits, limits or imposes any condition upon its ability to create, incur, assume or suffer to exist any Lien (other than Permitted Liens) upon any of its property or revenues constituting Collateral, whether now owned or hereafter acquired, to secure its obligations under the Facility Documents other than this Agreement and the other Facility Documents.

(b) *Liquidation; Merger; Sale of Collateral*. It shall not consummate any plan of liquidation, division, dissolution, partial liquidation, merger or consolidation (or suffer any liquidation, dissolution or partial liquidation (including by dividing into two or more separate limited liability companies)) nor sell, transfer, exchange or otherwise dispose of (including by dividing into two or more separate limited liability companies) any of its assets, or enter into an agreement or commitment to do so or enter into or engage in any business with respect to any part of its assets, except as expressly permitted by this Agreement and the other Facility Documents (including in connection with the repayment in full of the Obligations).

(c) *Amendments to Constituent Documents, etc.* Without the consent of the Administrative Agent and each of the Lenders, (i) it shall not amend, modify or take any action inconsistent with its Constituent Documents and (ii) it will not amend, modify or waive any term or provision in any Facility Document (other than in accordance with any provision thereof requiring the consent of the Administrative Agent or all or a specified percentage of the Lenders).

(d) *ERISA*. Neither it nor any member of the ERISA Group shall establish any Plan or Multiemployer Plan.

(e) *Liens*. It shall not create, assume or suffer to exist any Lien on any of its assets now owned or hereafter acquired by it at any time, except for Permitted Liens or as otherwise expressly permitted by this Agreement and the other Facility Documents.

(f) *Margin Requirements*. It shall not (i) extend credit to others for the purpose of buying or carrying any Margin Stock in such a manner as to violate Regulation T or Regulation U or (ii) use all or any part of the proceeds of any Advance, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that violates the provisions of the Regulations of the Board of Governors, including, to the extent applicable, Regulation U and Regulation X.

(g) *Restricted Payments*. It shall not make, directly or indirectly, any Restricted Payment (whether in the form of cash or other assets) or incur any obligation (contingent or otherwise) to do so (other than payments made pursuant to the Priority of Payments, it being understood that any amounts paid to the Borrower pursuant to the Priority of Payments may be distributed to the BDC).

(h) *Changes to Filing Information*. It shall not change its name or its jurisdiction of organization from that referred to in Section 4.01(a), unless it gives thirty (30) days' prior written notice to the Agents and takes all actions necessary to protect and perfect the Collateral Agent's perfected security interest in the Collateral and shall promptly file appropriate amendments to all previously filed financing statements and continuation statements that are necessary to perfect the security interests of the Collateral Agent under this Agreement under each method of perfection required herein with respect to the Collateral (and shall provide copy of such amendments to the Collateral Agent and the Administrative Agent).

(i) *Transactions with Affiliates*. It shall not sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates (including, without limitation, sales of Defaulted Collateral Loans and other Collateral Loans), unless such transaction is upon terms no less favorable to the Borrower than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate (it being agreed that any purchase or sale at par shall be deemed to comply with this provision).

(j) *Investment Company Restriction*. It shall not become required to register as an "investment company" under the Investment Company Act.

(k) *Subject Laws*. It shall not utilize directly or indirectly the proceeds of any Advance for the benefit of any Person controlling, controlled by, or under common control with any other Person, whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC or otherwise in violation of any Subject Laws.

(l) *No Claims Against Advances*. Subject to Applicable Law, it shall not claim any credit on, make any deduction from, or dispute the enforceability of payment of the principal or interest payable (or any other amount) in respect of the Advances or assert any

claim against any present or future Lender, by reason of the payment of any taxes levied or assessed upon any part of the Collateral.

(m) *Indebtedness; Guarantees; Securities; Other Assets.* It shall not incur or assume or guarantee any indebtedness, obligations (including contingent obligations) or other liabilities, or issue any additional securities, whether debt or equity, in each case other than (i) pursuant to or as expressly permitted by this Agreement and the other Facility Documents, (ii) obligations under its Constituent Documents or (iii) pursuant to customary indemnification and expense reimbursement and similar provisions under the Related Documents. The Borrower shall not acquire any Collateral Loans or other property other than as expressly permitted hereunder.

(n) *Validity of this Agreement.* It shall not (i) permit the validity or effectiveness of this Agreement or any grant of Collateral hereunder to be impaired, or permit the lien of this Agreement to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations with respect to this Agreement and (ii) except as permitted by this Agreement, take any action that would permit the Lien of this Agreement not to constitute a valid first priority security interest in the Collateral (subject to Permitted Liens).

(o) *Priority of Payments*. It shall not pay any distributions other than in accordance with the Priority of Payments (it being understood that any amounts paid to the Borrower pursuant to the Priority of Payments may be distributed to the BDC).

(p) *Subsidiaries*. It shall not have or permit the formation of any subsidiaries.

(q) *Name.* It shall not conduct business under any name other than its own.

(r) *Employees*. It shall not have any employees (other than officers and directors to the extent they are employees).

(s) *Non-Petition*. The Borrower shall not be party to any agreements under which it has any material obligations or liability (direct or contingent) without using commercially reasonable efforts to include customary "non-petition" and "limited recourse" provisions therein (and shall not amend or eliminate such provisions in any agreement to which it is party), except for loan agreements, related loan documents, bond indentures and related bond documents, any agreements related to the purchase and sale of any Collateral Loans which contain customary (as determined by the Collateral Manager) purchase or sale terms or which are documented using customary (as determined by the Collateral Manager) loan trading documentation, and customary service contracts and engagement letters entered into with Permitted Agents in connection with the Collateral Loans.

(t) *Certificated Securities.* The Borrower shall not acquire or hold any Certificated Securities in bearer form (other than securities not required to be in registered form under Section 163(f)(2)(A) of the Code) in a manner that does not satisfy the

requirements of United States Treasury Regulations section 1.165-12(c) (as determined by the Collateral Manager).

(u) *Independent Manager*. Without limiting anything in the Borrower LLC Agreement, the Borrower shall at all times maintain at least one independent manager who (A) for the five year period prior to his or her appointment as independent manager has not been, and during the continuation of his or her service as independent manager, is not: (i) an employee, manager, member, stockholder, partner or officer of the Borrower or any of its Affiliates (other than his or her service as an independent manager of the Borrower or any of its Affiliates), (ii) a significant customer or supplier of the Borrower or any of its Affiliates, (iii) a Person controlling or under common control with any partner, shareholder, member, manager, Affiliate or supplier of the Borrower or any Affiliate of the Borrower, or (iv) any member of the immediate family of a Person described in clause (i), (ii) or (iii); *provided* that an independent manager may serve in similar capacities for other special purpose entities established from time to time by Affiliates of the Borrower and (B) is a Professional Independent Manager. The criteria set forth above in this Section 5.02(u) are referred to herein as the *"Independent Manager Criteria"*. Each of the Collateral Manager and the Borrower shall notify the Administrative Agent of any decision to appoint a new manager of the Borrower as the "independent manager" for purposes of this Agreement, such notice shall be delivered not less than ten (10) days prior to the proposed effective date of such appointment and shall certify that the designated Person satisfies the Independent Manager Criteria. If the Administrative Agent shall object within ten (10) days of receipt of notice of such proposed new independent manager, the Borrower shall not appoint such new manager as the independent manager until the Administrative Agent and the Borrower shall have reasonably agreed that such proposed new independent manager or another proposed new independent manager satisfies the Independent Manager Criteria. In no event shall any Independent Manager be removed or expelled except for Cause.

Section 5.03. Affirmative Covenants of the Collateral Manager. The Collateral Manager covenants and agrees that, until the Final Maturity Date (and thereafter until the date that all Obligations have been paid in full):

(a) *Compliance with Agreements, Laws, Etc.* It shall (i) duly observe, comply in all material respects with all Applicable Laws relative to the conduct of its business or to its assets, (ii) preserve and keep in full force and effect its legal existence, (iii) preserve and keep in full force and effect its rights, privileges, qualifications and franchises, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect, (iv) comply with the terms and conditions of each Facility Document, Constituent Document and each Related Document to which it is a party, and (v) obtain, maintain and keep in full force and effect all Governmental Authorizations, Private Authorizations and Governmental Filings which are necessary or appropriate to properly carry out its business and the transactions contemplated to be performed by it under the Facility Documents, the Constituent Documents and the Related Documents to which it is a party.

(b) *Enforcement*. (i) It shall not take any action, and will use commercially reasonable efforts not to permit any action to be taken by others, that would release any Person from any of such Person's covenants or obligations under any instrument included in the Collateral, except in the case of (A) repayment of Collateral Loans, (B) subject to the terms of this Agreement, (i) amendments to Related Documents that govern Defaulted Collateral Loans or Ineligible Collateral Loans or that are otherwise reasonably deemed by the Collateral Manager to be necessary, immaterial, or beneficial, taken as a whole, to the Borrower and (ii) enforcement action taken or work-out with respect to any Defaulted Collateral Loan in accordance with the provisions hereof, and (C) actions by the Collateral Manager under this Agreement and in conformity with this Agreement or as otherwise required hereby.

(ii) It will not, without the prior written consent of the Administrative Agent and the Required Lenders, contract with other Persons for the performance of actions and obligations to be performed by the Collateral Manager hereunder. Notwithstanding any such arrangement, the Collateral Manager shall remain primarily liable with respect thereto. In the event of such contract, the performance of such actions and obligations by such Persons shall be deemed to be performance of such actions and obligations by the Collateral Manager, and the Collateral Manager will punctually perform all of its obligations and agreements contained in this Agreement or any such other agreement.

(c) *Further Assurances*. It shall promptly at the Borrower's expense, execute and deliver such further instruments and take such further action in order to maintain and protect the Collateral Agent's first-priority perfected security interest in the Collateral pledged by the Borrower for the benefit of the Secured Parties free and clear of any Liens (subject to Permitted Liens). The Collateral Manager shall promptly take, at the Borrower's expense, such further action in order to establish and protect the rights, interests and remedies created or intended to be created under this Agreement in favor of the Secured Parties in the Collateral, including all actions which are necessary to (x) enable the Secured Parties to enforce their rights and remedies under this Agreement and the other Facility Documents, and (y) effectuate the intent and purpose of, and to carry out the terms of, the Facility Documents.

In addition, the Collateral Manager will take such reasonable action from time to time as shall be necessary to ensure that all assets (including all Covered Accounts) of the Borrower constitute "*Collateral*" hereunder. Subject to the foregoing, the Collateral Manager will at the Borrower's expense, take such other action (including executing and delivering or authorizing for filing any required UCC financing statements) as shall be necessary to create and perfect a valid and enforceable first-priority security interest on all Collateral acquired by the Borrower as collateral security for the Obligations.

(d) *Changes to Related Documents*. If any amendment, consent, waiver or other modification with respect to a Related Document (other than a Defaulted Collateral Loan or an Ineligible Collateral Loan) would effect a Material Modification, then the Collateral Manager shall not cause or vote in favor of any such Material Modification to occur without the written consent of the Administrative Agent and the Required Lenders.

(e) *Access to Records and Documents*. It shall permit the Administrative Agent and each Lender (or any Person designated by the Administrative Agent or such Lender) to, upon reasonable advance notice and during normal business hours, visit and inspect and make copies thereof at reasonable intervals (i) its books, records and accounts relating to its business, financial condition, operations, assets and its performance under the Facility Documents and the Related Documents and to discuss the foregoing with its and such Person's officers, partners, employees and accountants, and (ii) all of its Related Documents, in each case all as often as the Administrative Agent or the Lenders may reasonably request; *provided* that so long as no Event of Default has occurred, each Person entitled to so visit and inspect the Collateral Manager's records under this clause (e) may only exercise its rights under this clause (e) twice during any fiscal year of the Collateral Manager (it being understood that the Borrower shall be responsible for all costs and expenses for only one such visit per fiscal year). Each Lender agrees to use commercially reasonable efforts to coordinate with the other Lenders in exercising their respective rights under this paragraph (e) and under paragraph (f) below with a view to minimizing duplication of effort and expense by the Borrower and the Collateral Manager.

(f) *Audit Rights*. It will permit the Administrative Agent and any Lender (or any representatives thereof (including any consultants, accountants, lawyers and appraisers)) to conduct evaluations and appraisals of the Collateral Manager's computation of the Borrowing Base and the assets included in the Borrowing Base no more than twice during any fiscal year of the Collateral Manager. The Borrower shall pay the reasonable fees and expenses of any representatives retained by the Administrative Agent or any Lender to conduct any such evaluation or appraisal; *provided* that (i) the Borrower shall not be required to pay such fees and expenses for more than one such evaluation or appraisal during any calendar year unless an Event of Default has occurred and is continuing and (ii) such evaluation or appraisal shall not be duplicative of the report required under Section 8.08(b) or any audit pursuant to Section 5.01(g). Each Lender agrees to use commercially reasonable efforts to coordinate with the other Lenders in exercising their respective rights under this paragraph (f) and under paragraph (e) above with a view to minimizing duplication of effort and expense by the Borrower.

Section 5.04. Negative Covenants of the Collateral Manager. The Collateral Manager covenants and agrees that, until the Final Maturity Date (and thereafter until the date that all Obligations have been paid in full):

(a) *Restrictive Agreements*. It shall not enter into or suffer to exist or become effective any agreement that prohibits, limits or imposes any condition upon its ability to perform its obligations under the Facility Documents.

(b) *Validity of this Agreement.* It shall not (i) permit the validity or effectiveness of this Agreement or any grant of Collateral hereunder to be impaired, or permit the lien of this Agreement to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations with respect to this Agreement and (ii) except as permitted by this Agreement, take any action

that would permit the lien of this Agreement not to constitute a valid first priority security interest in the Collateral (subject to Permitted Liens).

(c) *Liquidation; Merger; Disposition of Assets.* It shall not consummate any plan of liquidation, dissolution, partial liquidation, merger or consolidation (or suffer any liquidation, dissolution or partial liquidation) nor sell, transfer, exchange or otherwise dispose of (including by dividing into two or more separate limited liability companies) all or substantially all of its assets or enter into any agreement or commitment to do so.

Section 5.05. Certain Undertakings Relating to Separateness. (a) Without limiting any, and subject to all, other covenants of the Borrower contained in this Agreement, the Borrower shall conduct its business and operations separate and apart from that any other Person (including the Collateral Manager and any of its Affiliates, the holders of the Equity and their respective Affiliates) and in furtherance of the foregoing:

(1) The Borrower shall maintain its accounts, financial statements, books, accounting and other records, and other Borrower documents separate from those of any other Person, *provided* that the Borrower may be consolidated into the BDC solely for tax and accounting purposes.

(2) The Borrower shall not commingle or pool any of its funds or assets with those of any Affiliate or any other Person, and it shall hold all of its assets in its own name, except as otherwise permitted or required under the Facility Documents.

(3) The Borrower shall conduct its own business in its own name and, for all purposes, shall not operate, or purport to operate, collectively as a single or consolidated business entity with respect to any Person.

(4) The Borrower shall pay its own debts, liabilities and expenses (including overhead expenses, if any) only out of its own assets as the same shall become due.

(5) The Borrower has observed, and shall observe all (A) Delaware limited liability company formalities and (B) other organizational formalities, in each case to the extent necessary or advisable to preserve its separate existence, and shall preserve its existence, and it shall not, nor shall it permit any Affiliate or any other Person to, amend, modify or otherwise change its limited liability company agreement in a manner that would adversely affect the existence of the Borrower as a bankruptcy-remote special purpose entity.

(6) The Borrower shall not, (A) guarantee, become obligated for, or hold itself or its credit out to be responsible for or available to satisfy, the debts or obligations of any other Person or (B) control the decisions or actions respecting the daily business or affairs of any other Person except as permitted by or pursuant to the Facility Documents.

(7) The Borrower shall, at all times, hold itself out to the public as a legal entity separate and distinct from any other Person *provided* that the assets of the Borrower may

be consolidated into the BDC for accounting purposes and included in publicly filed financial statements of the BDC.

(8) The Borrower shall not identify itself as a division of any other Person.

(9) The Borrower shall maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or any other Person.

(10) The Borrower shall not use its separate existence to perpetrate a fraud in violation of Applicable Law.

(11) The Borrower shall not, in connection with the Facility Documents, act with an intent to hinder, delay or defraud any of its creditors in violation of Applicable Law.

(12) The Borrower shall maintain an arm's length relationship with its Affiliates and the Collateral Manager.

(13) Except as permitted by or pursuant to the Facility Documents, the Borrower shall not grant a security interest or otherwise pledge its assets for the benefit of any other Person.

(14) Except as provided in the Facility Documents, the Borrower shall not acquire any securities or debt instruments of the Collateral Manager, its Affiliates or any other Person.

(15) The Borrower shall not make loans or advances to any Person, except for the Collateral Loans and as permitted by or pursuant to the Facility Documents.

(16) The Borrower shall make no transfer (including by dividing into two or more separate limited liability companies) of its assets except as permitted by or pursuant to the Facility Documents.

(17) The Borrower shall file its own tax returns separate from those of any other Person or entity, except to the extent that the Borrower is not required to file tax returns under applicable law or is not permitted to file its own tax returns separate from those of any other Person.

(18) The Borrower shall not acquire obligations or securities of its members.

(19) The Borrower shall use separate stationary, invoices and checks.

(20) The Borrower shall correct any known misunderstanding regarding its separate identity.

(21) The Borrower shall maintain adequate capital in light of its contemplated business operations.

(22) The Borrower shall at all times be organized as a single-purpose entity with organizational documents substantially similar to those in effect on the Closing Date.

(23) The Borrower shall at all times conduct its business so that any assumptions made with respect to the Borrower in any "substantive non-consolidation" opinion letter delivered in connection with the Facility Documents will continue to be true and correct in all respects.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01. Events of Default. "*Event of Default*", wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) a default in the payment, when due and payable, of any interest on or Commitment Fee in respect of the Advances and such default is not cured within two (2) Business Days; or

(b) the failure to reduce the Advances to $0 on the Final Maturity Date; or

(c) (i) the Borrower becomes an investment company required to be registered under the Investment Company Act or (ii) the BDC is required to be registered under the Investment Company Act and is not otherwise registered; or

(d) except as otherwise provided in this Section 6.01, a default in any material respect in the performance, or breach in any material respect, of any other covenant or other agreement of the Borrower under this Agreement or the other Facility Documents, or the failure of any representation or warranty of the Borrower made in this Agreement, in any other Facility Document or in any certificate or other writing delivered pursuant hereto or thereto or in connection herewith or therewith to be correct in each case in all material respects when the same shall have been made, and the continuation of such default, breach or failure for a period of thirty (30) days after the earlier of (x) written notice to the Borrower or the Collateral Manager (which may be by email) by either Agent or the Collateral Manager (as the case may be), and (y) actual knowledge of the Borrower or the Collateral Manager; or

(e) the rendering of one or more final judgments, decrees or orders by a court or arbitrator of competent jurisdiction for the payment of money in excess individually or in the aggregate of $2,000,000 against the BDC, or $250,000 against the Borrower (exclusive of judgment amounts fully covered by insurance), and the aforementioned

parties shall not have either (x) discharged or provided for the discharge of any such judgment, decree or order in accordance with its terms or (y) perfected a timely appeal of such judgment, decree or order and caused the execution of same to be stayed during the pendency of the appeal, in each case, within thirty (30) days from the date of entry thereof or enforcement proceedings are commenced upon such judgment, decree or order; or

(f) an Insolvency Event relating to the Borrower or the BDC occurs; or

(g) any Collateral Manager Event of Default shall have occurred and be continuing; or

(h) (i) the IRS shall file notice of a Lien pursuant to Section 6323 of the Code with regard to any assets of the Borrower and such Lien shall not have been released within five (5) Business Days or (ii) the PBGC shall file notice of a Lien pursuant to Section 4068 of ERISA with regard to any of the assets of the Borrower and such Lien shall not have been released within five (5) Business Days, unless in each case a reserve has been established therefor in accordance with GAAP and such action is being diligently contested in good faith by appropriate proceedings (except to the extent that the amount secured by such Lien exceeds $750,000); or

(i) (i) a Change of Control occurs with respect to the Borrower, or (ii) the BDC shall merge into any other Person or more than 50.0% of the Voting Shares of the BDC are sold to any Person and/or such Person's Affiliates; or

(j) the occurrence of a Material Adverse Effect with respect to the BDC or the Borrower; or

(k) (i) the failure of the BDC to make any payment when due (after giving effect to any related grace period), whether or not waived, under one or more agreements for borrowed money to which it is a party in an aggregate amount in excess of $10,000,000, or (ii) the occurrence of any event or condition (after giving effect to any related grace period) that has resulted in the acceleration of such debt; or

(l) the BDC shall fail to maintain "business development company" status under the Investment Company Act; or

(m) failure to maintain the Interest Coverage Ratio Test for five (5) continuous Business Days; or

(n) failure to satisfy the Maximum Advance Rate Default Test for five (5) continuous Business Days.

Upon a Responsible Officer of the Borrower or Collateral Manager obtaining knowledge of the occurrence of an Event of Default, each of the Borrower and the Collateral Manager shall notify each other and the Agents, specifying the specific Event(s) of Default that occurred as well as all other Events of Default that are then known to be continuing. Upon the occurrence of an

Event of Default known to a Responsible Officer of the Collateral Agent, the Collateral Agent shall promptly notify the Administrative Agent (which will notify the Lenders promptly), the Borrower and the Collateral Manager of such Event of Default in writing.

Upon the occurrence and during the continuance of any Event of Default, in addition to all rights and remedies specified in this Agreement and the other Facility Documents, including Article VII, and the rights and remedies of a secured party under Applicable Law, including the UCC, the Administrative Agent or the Majority Lenders, by notice to the Borrower (with a copy to the Collateral Agent), may do any one or more of the following: (1) declare the Commitments to be terminated forthwith, whereupon the Commitments shall forthwith terminate, and (2) declare the principal of and the accrued interest on the Advances and all other amounts whatsoever payable by the Borrower hereunder to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby waived by the Borrower; *provided* that, upon the occurrence of any Event of Default described in clause (f) of Section 6.01 or clause (e) of Section 6.02, the Commitments shall automatically terminate and the Advances and all such other amounts shall automatically become due and payable, without any further action by any party.

In addition, upon the occurrence and during the continuation of an Event of Default, following written notice by the Administrative Agent (provided in its sole discretion or at the direction of the Required Lenders) of the exercise of control rights with respect to the Collateral: (w) the Collateral Manager's unilateral power to consent to modifications to and direct the acquisition, sales and other dispositions of Collateral Loans will be immediately suspended, (x) the Collateral Manager will be required to obtain the consent of the Administrative Agent before causing the Borrower to agree to any modification of any Collateral Loan or before causing the Borrower to acquire, sell or otherwise dispose of any Collateral Loan, and (y) the Collateral Manager will cause the Borrower to acquire, sell or otherwise dispose of any Collateral Loan as directed by the Administrative Agent in its sole discretion.

Section 6.02. Collateral Manager Events of Default. "*Collateral Manager Event of Default*", wherever used herein, means any one of the following events (whatever the reason for such Collateral Manager Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) a default in the payment by the Collateral Manager or the Borrower, when due and payable, of (i) any interest on or Commitment Fee in respect of the Advances or (ii) any principal of any Advance on the Final Maturity Date; or

(b) the Collateral Manager is required to be registered under the Investment Company Act and is not otherwise registered; or

(c) except as otherwise provided in this Section 6.02, a default in any material respect in the performance, or breach in any material respect, of any other covenant or other agreement of the Collateral Manager under this Agreement or the other Facility Documents, or the failure of any representation or warranty of the Collateral Manager made

in this Agreement, in any other Facility Document or in any certificate or other writing delivered pursuant hereto or thereto or in connection herewith or therewith to be correct in each case in all material respects when the same shall have been made, and the continuation of such default, breach or failure for a period of thirty (30) days after the earlier of (x) written notice to the Collateral Manager (which may be by email) by the Agent, and (y) actual knowledge of the Collateral Manager; or

(d) the rendering of one or more final judgments, decrees or orders by a court or arbitrator of competent jurisdiction for the payment of money in excess individually or in the aggregate of $2,000,000 against the Collateral Manager (exclusive of judgment amounts fully covered by insurance), and the Collateral Manager shall not have either (x) discharged or provided for the discharge of any such judgment, decree or order in accordance with its terms or (y) perfected a timely appeal of such judgment, decree or order and caused the execution of same to be stayed during the pendency of the appeal, in each case, within thirty (30) days from the date of entry thereof or enforcement proceedings are commenced upon such judgment, decree or order; or

(e) an Insolvency Event relating to the Collateral Manager occurs; or

(f) (1) any Facility Document shall (except in accordance with its terms) terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of the Borrower or the Collateral Manager, (2) the Borrower or the Collateral Manager or any other party shall, directly or indirectly, contest in any manner the effectiveness, validity, binding nature or enforceability of any Facility Document or any Lien purported to be created thereunder, or (3) any Lien securing any obligation under any Facility Document shall, in whole or in part (other than in respect of a de minimis amount of Collateral), cease to be a first priority perfected security interest of the Collateral Agent except as otherwise expressly permitted in accordance with the applicable Facility Document and except Permitted Liens; or

(g) (i) the Collateral Manager shall fail to comply with Section 5.04(c), or (ii) the owners of the outstanding equity interests in the Collateral Manager as of the date hereof cease to own 51% of the equity interests in the Collateral Manager at any time; or

(h) [reserved];

(i) any change to the Credit and Collection Policies that could reasonably be expected to have a material adverse effect on the Lenders or any change to the Credit and Collection Policies without prior written notice to, the Administrative Agent; or

(j) the occurrence of a Material Adverse Effect with respect to the Collateral Manager; or

(k) (i) the failure of the Collateral Manager to make any payment when due (after giving effect to any related grace period), whether or not waived, under one or more agreements for borrowed money to which it is a party in an aggregate amount in excess of

$10,000,000, or (ii) the occurrence of any event or condition (after giving effect to any related grace period) that has resulted in the acceleration of such debt;

(l) the Collateral Manager shall fail to maintain at least $550,000,000 of assets (including cash) under management (which shall be reported in the Monthly Report occurring on the first Monthly Reporting Date to occur after the delivery of the statements required pursuant to Section 5.01(d)(iii)); or

(m) the Borrower fails to make a payment when due, after giving effect to any applicable grace period, pursuant to the terms of this Agreement (including, without limitation, the Borrower's failure to make payments or meet the conditions under Section 6.01(a), Section 6.01(b), or Section 6.01(n)).

Upon the occurrence and during the continuance of a Collateral Manager Event of Default or a Collateral Manager Replacement Event, the Administrative Agent, by written notice (provided in its sole discretion or at the direction of the Majority Lenders) to the Collateral Manager (with a copy to the Backup Collateral Manager, the Custodian, the Collateral Administrator and the Collateral Agent) (a *"Collateral Manager Termination Notice"*), may terminate all of the rights and obligations of the Collateral Manager as Collateral Manager under this Agreement and appoint a successor Collateral Manager in accordance with Section 11.09.

ARTICLE VII

PLEDGE OF COLLATERAL; RIGHTS OF THE COLLATERAL AGENT

Section 7.01. Grant of Security. (a) The Borrower hereby grants, pledges, transfers and collaterally assigns to the Collateral Agent, for the benefit of the Secured Parties, as collateral security for all Obligations, a continuing security interest in, and a Lien upon, all of the Borrower's right, title and interest in, to and under, the following property, in each case whether tangible or intangible, wheresoever located, and whether now owned by the Borrower or hereafter acquired and whether now existing or hereafter coming into existence (all of the property described in this Section 7.01(a) being collectively referred to herein as the *"Collateral"*):

(i) all Collateral Loans and Related Documents (listed, as of the Closing Date, in Schedule 3 hereto), both now and hereafter owned, including all collections and other proceeds thereon or with respect thereto;

(ii) each Covered Account and all money and all investment property (including all securities, all security entitlements with respect to such Covered Account and all financial assets carried in such Covered Account) from time to time on deposit in or credited to each Covered Account;

(iii) all interest, dividends, stock dividends, stock splits, distributions and other money or property of any kind distributed in respect of the Collateral Loans of the

Borrower, which the Borrower is entitled to receive, including all Collections in respect of its Collateral Loans;

(iv) each Facility Document and all rights, remedies, powers, privileges and claims under or in respect thereto (whether arising pursuant to the terms thereof or otherwise available to the Borrower at law or equity), including the right to enforce each such Facility Document and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect thereto, to the same extent as the Borrower could but for the assignment and security interest granted to the Collateral Agent under this Agreement;

(v) all Cash or Money in possession of the Borrower or delivered to the Collateral Agent (or its bailee);

(vi) all accounts, chattel paper, deposit accounts, financial assets, general intangibles, instruments, investment property, letter-of-credit rights and other supporting obligations relating to the foregoing (in each case as defined in the UCC);

(vii) all other property of the Borrower and all property of the Borrower which is delivered to the Collateral Agent (or the Custodian on its behalf) by or on behalf of the Borrower (whether or not constituting Collateral Loans or Eligible Investments);

(viii) all security interests, liens, collateral, property, guaranties, supporting obligations, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of the assets, investments and properties described above; and

(ix) all Proceeds of any and all of the foregoing.

(b) All terms used in this Section 7.01 that are defined in the UCC but are not defined in Section 1.01 shall have the respective meanings assigned to such terms in the UCC.

Section 7.02. Release of Security Interest. If and only if all Obligations have been paid in full and all Commitments have been terminated, the Collateral Agent (for itself and on behalf of the other Secured Parties) shall, at the expense of the Borrower, promptly execute, deliver and file or authorize for filing such instruments as the Borrower shall reasonably request in order to reassign, release or terminate the Secured Parties' security interest in the Collateral. The Secured Parties acknowledge and agree that upon the sale or disposition of any Collateral by the Borrower in compliance with the terms and conditions of this Agreement, the security interest of the Secured Parties in such Collateral shall immediately terminate and the Collateral Agent (for itself and on behalf of the other Secured Parties) shall, at the expense of the Borrower, execute, deliver and file or authorize for filing such instrument as the Borrower shall reasonably request to reflect or evidence such termination. Any and all actions under this Article VII in respect of the Collateral shall be without any recourse to, or representation or warranty by any Secured Party and shall be at the sole cost and expense of the Borrower.

Section 7.03. Rights and Remedies. The Collateral Agent (for itself and on behalf of the other Secured Parties) shall have all of the rights and remedies of a secured party under the UCC and other Applicable Law. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent or its designees shall, at the written direction of the Administrative Agent or the Required Lenders acting through the Administrative Agent, (i) instruct the Borrower to deliver any or all of the Collateral, the Related Documents and any other documents relating to the Collateral to the Collateral Agent or its designees and otherwise give all instructions for the Borrower regarding the Collateral; (ii) sell or otherwise dispose of the Collateral in a commercially reasonable manner, all without judicial process or proceedings; (iii) take control of the Proceeds of any such Collateral; (iv) subject to the provisions of the applicable Related Documents, exercise any consensual or voting rights in respect of the Collateral; (v) release, make extensions, discharges, exchanges or substitutions for, or surrender all or any part of the Collateral; (vi) enforce the Borrower's rights and remedies with respect to the Collateral; (vii) institute and prosecute legal and equitable proceedings to enforce collection of, or realize upon, any of the Collateral; (viii) require that the Borrower immediately take all actions necessary to cause the liquidation of the Collateral in order to pay all amounts due and payable in respect of the Obligations, in accordance with the terms of the Related Documents; (ix) to redeem or withdraw or cause the Borrower to redeem or withdraw any asset of the Borrower to pay amounts due and payable in respect of the Obligations; (x) make copies of or, if necessary, remove from the Borrower's, the Collateral Manager's and their respective agents' place of business all books, records and documents relating to the Collateral; and (xi) endorse the name of the Borrower upon any items of payment relating to the Collateral or upon any proof of claim in bankruptcy against an account debtor.

The Borrower hereby agrees that, upon the occurrence and during the continuance of an Event of Default, at the request of either Agent or the Required Lenders (acting through the Administrative Agent), it shall execute all documents and agreements which are necessary or appropriate to have the Collateral to be assigned to the Collateral Agent or its designee. For purposes of taking the actions described in clauses (i) through (xi) of this Section 7.03 the Borrower hereby irrevocably appoints the Collateral Agent as its attorney-in-fact (which appointment being coupled with an interest and is irrevocable while any of the Obligations remain unpaid, with power of substitution), in the name of the Collateral Agent or in the name of the Borrower or otherwise, for the use and benefit of the Collateral Agent (for the benefit of the Secured Parties), but at the cost and expense of the Borrower and, except as permitted by applicable law, without notice to the Borrower.

Section 7.04. Remedies Cumulative. Each right, power, and remedy of the Agents and the other Secured Parties, or any of them, as provided for in this Agreement or in the other Facility Documents or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or in the other Facility Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Agents or any other Secured Party of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by such Persons of any or all such other rights, powers, or remedies.

Section 7.05. Related Documents. (a) Each of the Borrower and the Collateral Manager hereby agrees that, to the extent not expressly prohibited by the terms of the Related Documents, after the occurrence and during the continuance of an Event of Default, it shall (i) upon the written request of either Agent, promptly forward to such Agent and the Backup Collateral Manager all material information and notices which it receives under or in connection with the Related Documents relating to the Collateral, and (ii) upon the written request of either Agent, act and refrain from acting in respect of any request, act, decision or vote under or in connection with the Related Documents relating to the Collateral only in accordance with the direction of the Administrative Agent.

(b) The Borrower agrees that, to the extent the same shall be in the Borrower's possession, it will hold all Related Documents relating to the Collateral in trust for the Collateral Agent on behalf of the Secured Parties, and upon request of either Agent following the occurrence and during the continuance of an Event of Default or as otherwise provided herein, promptly deliver the same to the Collateral Agent or its designee (including the Custodian). In addition, in accordance with Article XIV, promptly following its acquisition of any Collateral Loan the Borrower shall deliver to the Custodian copies of the principal underlying documentation with respect to such Collateral Loan (e.g., loan or credit agreement, primary security agreement and guarantees, etc.).

Section 7.06. Borrower Remains Liable. (a) Notwithstanding anything herein to the contrary, (i) the Borrower shall remain liable under the contracts and agreements included in and relating to the Collateral (including the Related Documents) to the extent set forth therein, and shall perform all of its duties and obligations under such contracts and agreements to the same extent as if this Agreement had not been executed, and (ii) the exercise by any Secured Party of any of its rights hereunder shall not release the Borrower from any of its duties or obligations under any such contracts or agreements included in the Collateral.

(b) No obligation or liability of the Borrower is intended to be assumed by the Administrative Agent or any other Secured Party under or as a result of this Agreement or the other Facility Documents, and the transactions contemplated hereby and thereby, including under any Related Document or any other agreement or document that relates to Collateral and, to the maximum extent permitted under provisions of law, the Administrative Agent and the other Secured Parties expressly disclaim any such assumption.

Section 7.07. Protection of Collateral. The Borrower shall from time to time execute and deliver all such supplements and amendments hereto and file or authorize the filing of all such UCC-1 financing statements, continuation statements, instruments of further assurance and other instruments, and shall take such other action as may be necessary or advisable or desirable to secure the rights and remedies of the Secured Parties hereunder and to:

(i) grant security more effectively on all or any portion of the Collateral;

(ii) maintain, preserve and perfect any grant of security made or to be made by this Agreement including, without limitation, the first priority nature of the lien or carry out more effectively the purposes hereof;

(iii) perfect, publish notice of or protect the validity of any grant made or to be made by this Agreement (including, without limitation, any and all actions necessary or desirable as a result of changes in law or regulations);

(iv) enforce any of the Collateral or other instruments or property included in the Collateral;

(v) preserve and defend title to the Collateral and the rights therein of the Collateral Agent and the Secured Parties in the Collateral against the claims of all third parties; and

(vi) pay or cause to be paid any and all taxes levied or assessed upon all or any part of the Collateral.

The Borrower hereby designates the Collateral Agent as its agent and attorney in fact to prepare and file any UCC-1 financing statement, continuation statement and all other instruments, and take all other actions, required pursuant to this Section 7.07. Such designation shall not impose upon the Collateral Agent, or release or diminish, the Borrower's obligations under this Section 7.07 or Section 5.01(c). The Borrower further authorizes and shall cause the Borrower's counsel to file, without the Borrower's signature, UCC- 1 financing statements that names the Borrower as debtor and the Collateral Agent as secured party and that describes "all assets in which the debtor now or hereafter has rights" as the Collateral in which the Collateral Agent has a grant of security hereunder and any amendments or continuation statements that may be necessary or desirable.

ARTICLE VIII

ACCOUNTS, ACCOUNTINGS AND RELEASES

Section 8.01. Collection of Money. Except as otherwise expressly provided herein, the Collateral Agent may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all Money and other property payable to or receivable by the Collateral Agent pursuant to this Agreement, including all payments due on the Collateral, in accordance with the terms and conditions of such Collateral. The Collateral Agent shall segregate and hold all such Money and property received by it in trust for the Secured Parties and shall apply it as provided in this Agreement. Each Covered Account shall be established and maintained under the Account Control Agreement with a Qualified Institution. Any Covered Account may contain any number of subaccounts for the convenience of the Collateral Agent or as required by the Collateral Manager for convenience in administering the Covered Account or the Collateral.

Section 8.02. Collection Account. (a) In accordance with this Agreement and the Account Control Agreement, the Collateral Agent shall, on or prior to the Closing Date, establish at the Custodian a single, segregated trust account in the name "PennantPark Floating Rate Funding I, LLC Collection Account, subject to the lien of the Collateral Agent", which shall be designated as the "Collection Account", which shall be maintained with the Custodian in

accordance with the Account Control Agreement and which shall be subject to the lien of the Collateral Agent. In addition, the Collateral Agent shall establish two segregated accounts which for perfection purposes will be treated as sub-accounts within the Collection Account, one of which will be designated the "Interest Collection Subaccount" and one of which will be designated the "Principal Collection Subaccount". The Collateral Agent shall from time to time deposit into the Interest Collection Subaccount, in addition to the deposits required pursuant to Section 8.05(a), immediately upon receipt thereof all Interest Proceeds received by the Collateral Agent. The Collateral Agent shall deposit immediately upon receipt thereof all other amounts remitted to the Collection Account into the Principal Collection Subaccount including, in addition to the deposits required pursuant to Section 8.05(a), all Principal Proceeds (unless simultaneously reinvested in additional Collateral Loans in accordance with Article X or in Eligible Investments or required to be deposited in the Revolving Reserve Account pursuant to Section 8.04) received by the Collateral Agent. In addition, for each Agreed Foreign Currency, the Collateral Agent shall establish segregated accounts that each constitute a Principal Collection Subaccount and Interest Collection Subaccount for each Agreed Foreign Currency. Any amounts received by the Collateral Agent that are denominated in an Agreed Foreign Currency that are required to be deposited into the Principal Collection Subaccount or the Interest Collection Subaccount shall be deposited by the Collateral Agent into the applicable Principal Collection Subaccount or Interest Collection Subaccount, as applicable, for such Agreed Foreign Currency. All Monies deposited from time to time in the Collection Account pursuant to this Agreement shall be held by the Collateral Agent as part of the Collateral and shall be applied to the purposes herein provided. Subject to Section 8.02(c), amounts in the Collection Account shall be reinvested pursuant to Section 8.05(a).

(b) At any time when reinvestment is permitted pursuant to Article X, the Collateral Manager on behalf of the Borrower may by delivery of a certificate of a Responsible Officer direct the Collateral Agent to, and upon receipt of such certificate the Collateral Agent shall, withdraw funds on deposit in the Principal Collection Subaccounts representing Principal Proceeds (together with accrued interest received with regard to any Collateral Loan and Interest Proceeds but only to the extent used to pay for accrued interest on an additional Collateral Loan) and reinvest such funds in additional Collateral Loans or exercise a warrant held in the Collateral, in each case in accordance with the requirements of Article X and such certificate. At any time as of which no funds are on deposit in the Revolving Reserve Account, the Collateral Manager on behalf of the Borrower may by delivery of a certificate of a Responsible Officer direct the Collateral Agent to, and upon receipt of such certificate the Collateral Agent shall, withdraw funds on deposit in the applicable Principal Collection Subaccount representing Principal Proceeds and remit such funds as so directed by the Collateral Manager to meet the Borrower's funding obligations in respect of Delayed Drawdown Collateral Loans or Revolving Collateral Loans.

(c) The Collateral Agent shall transfer to the applicable Payment Account, from the Collection Account for application pursuant to Section 9.01(a), on each Payment Date, the amount set forth to be so transferred in the Payment Date Report for such Payment Date.

Section 8.03. Transaction Accounts. (a) *Payment Account*. In accordance with this Agreement and the Account Control Agreement, the Borrower shall, on or prior to the Closing Date, establish at the Custodian a single, segregated trust account in the name "PennantPark Floating Rate Funding I, LLC Payment Account, subject to the lien of the Collateral Agent", which

shall be designated as the "Payment Account", which shall be maintained by the Borrower with the Custodian in accordance with the Account Control Agreement and which shall be subject to the lien of the Collateral Agent. In addition, for each Agreed Foreign Currency, the Collateral Agent shall establish segregated accounts that each constitute a Payment Account for such Agreed Foreign Currency. Any amounts received by the Collateral Agent that are denominated in an Agreed Foreign Currency that are required to be deposited into the Payment Account shall be deposited by the Collateral Agent into the applicable Payment Account for such Agreed Foreign Currency. Except as provided in Section 9.01, the only permitted withdrawal from or application of funds on deposit in, or otherwise to the credit of, the Payment Accounts shall be to pay amounts due and payable under the Priority of Payments on the Payment Dates in accordance with their terms and the provisions of this Agreement. The Borrower shall not have any legal, equitable or beneficial interest in the Payment Accounts other than in accordance with this Agreement and the Priority of Payments.

(b) *Custodial Account*. In accordance with this Agreement and the Account Control Agreement, the Borrower shall, on or prior to the Closing Date, establish at the Custodian a single, segregated trust account in the name "PennantPark Floating Rate Funding I, LLC Custodial Account, subject to the lien of the Collateral Agent", which shall be designated as the "Custodial Account", which shall be maintained by the Borrower with the Custodian in accordance with the Account Control Agreement and which shall be subject to the lien of the Collateral Agent. All Collateral Loans (other than such Loans evidenced by Participation Interests, Noteless Loans or which is an account or general intangible) shall be credited to the Custodial Account. The only permitted withdrawals from the Custodial Account shall be in accordance with the provisions of this Agreement. The Collateral Agent agrees to give the Borrower prompt notice if (to the Collateral Agent's actual knowledge) the Custodial Account or any assets or securities on deposit therein, or otherwise to the credit of the Custodial Account, shall become subject to any writ, order, judgment, warrant of attachment, execution or similar process.

Section 8.04. The Revolving Reserve Account; Fundings. (a) In accordance with this Agreement and the Account Control Agreement, the Borrower shall, on or prior to the Closing Date, establish at the Custodian a single, segregated trust account in the name "PennantPark Floating Rate Funding I, LLC Revolving Reserve Account, subject to the lien of the Collateral Agent", which shall be designated as the *"Revolving Reserve Account",* which shall be maintained by the Borrower with the Custodian in accordance with the Account Control Agreement and which shall be subject to the lien of the Collateral Agent. The only permitted deposits to or withdrawals from the Revolving Reserve Account shall be in accordance with the provisions of this Agreement. The Borrower shall not have any legal, equitable or beneficial interest in the Revolving Reserve Account other than in accordance with this Agreement and the Priority of Payments.

On the Commitment Termination Date and at all times thereafter, the Borrower shall maintain an amount (the *"Revolving Reserve Required Amount"*) in the Revolving Reserve Account at least equal to the sum of (x) the Revolving Exposure, *plus* (y) the Dollar Equivalent of the aggregate amount of funds needed to settle purchases of Collateral Loans which the Borrower committed, prior to the end of the Reinvestment Period, to acquire after the Commitment Termination Date. Prior to or immediately after the occurrence of the Commitment Termination Date (other than a Commitment Termination Date following the occurrence of an Insolvency Event

with respect to the Borrower), the Borrower shall request a final Borrowing in an amount sufficient to fund the Revolving Reserve Required Amount.

Amounts on deposit in the Revolving Reserve Account will be invested in overnight funds that are Eligible Investments selected by the Collateral Manager pursuant to Section 8.05 and earnings from all such investments will be deposited in the Interest Collection Subaccount as Interest Proceeds. Funds in the Revolving Reserve Account (other than earnings from Eligible Investments therein) will be available solely to cover drawdowns on the Delayed Drawdown Collateral Loans and Revolving Collateral Loans, *provided* that, to the extent that the aggregate amount of funds on deposit therein at any time exceeds the Revolving Reserve Required Amount, the Borrower shall direct the Collateral Agent to and the Collateral Agent shall remit such excess to the applicable Principal Collection Subaccount. In addition, following the occurrence and during the continuance of an Event of Default, funds in the Revolving Reserve Account may be withdrawn by the Collateral Agent and deposited into the Principal Collection Subaccount at the direction of the Administrative Agent.

Section 8.05. Reinvestment of Funds in Covered Accounts; Reports by Collateral Agent. (a) By delivery of a certificate of a Responsible Officer (which may be in the form of standing instructions), the Borrower (or the Collateral Manager on behalf of the Borrower) shall at all times direct the Collateral Agent to, and, upon receipt of such certificate, the Collateral Agent shall, invest all funds on deposit in the Collection Account (including the Principal Collection Subaccounts and the Interest Collection Subaccounts) and the Revolving Reserve Account as so directed in Eligible Investments having stated maturities no later than the Business Day preceding the next Payment Date (or such shorter maturities expressly provided herein). If, prior to the occurrence and continuance of an Event of Default, the Borrower shall not have given any such investment directions, the Collateral Agent shall seek instructions from the Collateral Manager within three (3) Business Days after transfer of any funds to such accounts and shall immediately invest in Specified Eligible Investments that mature overnight. If the Collateral Agent does not thereafter receive written instructions from the Collateral Manager within five (5) Business Days after transfer of such funds to such accounts, it shall invest and reinvest the funds held in such accounts, as fully as practicable, but only in Specified Eligible Investments selected by the Administrative Agent maturing no later than the Business Day immediately preceding the next Payment Date (or such shorter maturities expressly provided herein). During the continuance of an Event of Default the Collateral Agent (as directed by the Administrative Agent) shall invest and reinvest such Monies as fully as practicable in Specified Eligible Investments selected by the Administrative Agent maturing not later than the earlier of (i) thirty (30) days after the date of such investment (unless putable at par to the issuer thereof) or (ii) the Business Day immediately preceding the next Payment Date (or such shorter maturities expressly provided herein). Except to the extent expressly provided otherwise herein, all interest, gain, loss and other income from such investments shall be deposited, credited or charged (as applicable) in and to the Interest Collection Subaccount. The Collateral Agent shall in no way be liable for any insufficiency in a Covered Account resulting from any loss relating to any such investment.

(b) The Collateral Agent agrees to give the Borrower prompt notice if any Covered Account or any funds on deposit in any Covered Account, or otherwise to the credit of a Covered

Account, shall become subject to any writ, order, judgment, warrant of attachment, execution or similar process.

(c) The Collateral Agent shall supply, in a timely fashion, to the Borrower and the Collateral Manager (with a copy to the Backup Collateral Manager) any information regularly maintained by the Collateral Agent that the Borrower or the Collateral Manager may from time to time reasonably request with respect to the Collateral, the Covered Accounts and the other Collateral and provide any other requested information reasonably available to the Collateral Agent and required to be provided by Section 8.06 or to permit the Collateral Manager to perform its obligations hereunder or the Borrower's obligations hereunder that have been delegated to the Collateral Manager. The Collateral Agent shall promptly forward to the Collateral Manager and the Backup Collateral Manager copies of notices and other writings received by it from the Obligor of any Collateral Loan or from any Clearing Agency with respect to any Collateral Loan which notices or writings advise the holders of such Collateral Loan of any rights that the holders might have with respect thereto (including, without limitation, requests to vote with respect to amendments or waivers and notices of prepayments and redemptions) as well as all periodic financial reports received from such issuer and Clearing Agencies with respect to such Obligor.

Section 8.06. Accountings.

(a) *Monthly*. Prior to or on the Monthly Reporting Date, the Collateral Manager shall compile (or shall cause the Collateral Administrator to compile) and provide to the Agents, the Backup Collateral Manager and the Lenders, a monthly report (each, a "*Monthly Report*") in accordance with this Section 8.06. The Collateral Manager shall compile and provide to the Collateral Administrator, the Backup Collateral Manager and the Administrative Agent a loan data file (the "*Data File*") for the previous monthly period ending on the Monthly Report Determination Date (containing such information agreed upon by the Collateral Manager and the Administrative Agent). The Collateral Manager shall provide (or cause to be provided) the Data File to the Collateral Administrator at least three (3) Business Days prior to the Monthly Reporting Date and, with respect to a Payment Date Report, at least three (3) Business Days prior to the Payment Date. The Collateral Administrator shall use commercially reasonable efforts to review and, based solely on the Data File provided (or caused to be provided) by the Collateral Manager, confirm the calculations in clauses (i) through (xi) below made by the Collateral Manager in any such Monthly Report or Payment Date Report, as applicable, for such calendar month, within two (2) Business Days of the receipt thereof. The Collateral Administrator shall review the Monthly Report to ensure that it is complete on its face and, based solely on the information provided on the related Data File, that the following items in such Monthly Report have been accurately calculated, if applicable, and reported: (i) Aggregate Collateral Balance, (ii) Borrowing Base, (iii) Excess Concentration Amount, (iv) Maximum Available Amount, (v) each Collateral Quality Test, (vi) each Coverage Test, (vii) Default Ratio, (viii) for any Payment Date Report, completion of Priority of Payments pursuant to Section 9.01(a) (which may be compiled by the Collateral Administrator), (ix) Interest Collection Subaccount, Principal Collection Subaccount and Revolving Reserve Account balances, (x) completion of fields in the loan list per the form of the Monthly Report and (xi) other information as may be mutually agreed upon by the Collateral Manager, the Collateral Administrator and the Administrative Agent. Upon receipt of such confirmation (or report showing discrepancies) from the Collateral Administrator and in any event by no later than the

Monthly Reporting Date, the Collateral Manager shall compile and provide (or cause to be compiled and provided) to the Collateral Administrator, the Agents, the Custodian, the Backup Collateral Manager and the Lenders the Monthly Report. As used herein, the "*Monthly Report Determination Date*" with respect to any calendar month will be the last day of the previous calendar month. The Monthly Report for a calendar month shall contain the information with respect to the Collateral Loans and Eligible Investments included in the Collateral set forth in Part 1 of Schedule 2 (which shall include current fixed charge coverage and current interest coverage ratios), and shall be determined as of the Monthly Report Determination Date for such calendar month.

In addition, the Collateral Manager shall provide together with each Data File and with the delivery of each Monthly Report a copy of each amendment, modification or waiver under any Related Document for each Collateral Loan that constitutes a Material Modification, together with each other amendment, modification or waiver under any Related Document for each Collateral Loan that, in the Collateral Manager's reasonable judgment, are material in relation to the related Obligor, in each case that became effective during the one month period ending on the Monthly Report Determination Date for the immediately prior Monthly Report (or, in respect of the first Monthly Report, from the Closing Date) together with a listing of each Collateral Loan with respect to which one of the foregoing amendments, modifications or waivers is being provided. Provided that the Payment Date Reports are prepared and delivered on a monthly basis pursuant to Section 8.06(b) below, the Collateral Manager shall not be required to deliver a separate Monthly Report for such month.

(b) *Payment Date Accounting.* The Borrower shall render (or cause to be rendered) an accounting (each, a "*Payment Date Report*"), determined as of the close of business on each Determination Date preceding a Payment Date, and shall deliver such Payment Date Report to the Agents, the Collateral Administrator, the Custodian, the Backup Collateral Manager, the Collateral Manager and each Lender not later than the second Business Day preceding the related Payment Date. The Payment Date Report shall contain the information set forth in Part 2 of Schedule 2.

(c) *Failure to Provide Accounting*. If the Collateral Administrator shall not have received any accounting provided for in this Section 8.06 on the first Business Day after the date on which such accounting is due to the Collateral Administrator, the Collateral Administrator shall notify the Collateral Manager who shall use reasonable efforts to obtain such accounting by the applicable Monthly Reporting Date or Payment Date, as applicable.

(d) *Collateral Administrator Protections.* In preparing the Payment Date Report, receiving and/or compiling the Monthly Report, and preparing any other information and statements required hereunder, the Collateral Administrator shall have the rights, protections, and immunities provided to it in the Collateral Administration Agreement.

(e) *Currency Calculations, Changes in Exchange Rates*. (A) Each Monthly Report and Payment Date Report shall include a calculation of the Maximum Available Amount, the Dollar Equivalent of the aggregate outstanding principal balance of the Advances and the Revolving Exposure. Additionally, promptly, but no later than two (2) Business Days, after the Collateral Manager acquires knowledge or receives notice from the Administrative Agent or a Lender of the

occurrence of a Currency Valuation Trigger Event, the Collateral Manager shall determine the Maximum Available Amount, the Dollar Equivalent of the aggregate outstanding principal balance of the Advances and the Revolving Exposure. For the purpose of this determination, the outstanding principal amount of any Advance that is denominated in any Agreed Foreign Currency shall be deemed to be the Dollar Equivalent of the amount in such Agreed Foreign Currency of such Advance, determined by the Collateral Manager as of such Monthly Reporting Date or, (x) in the case of notice of the occurrence of a Currency Valuation Trigger Event received by the Collateral Manager prior to 11:00 a.m., on a Business Day, on such Business Day or, (y) in the case of notice of the occurrence of a Currency Valuation Trigger Event otherwise received, on the first Business Day after such notice of the occurrence of a Currency Valuation Trigger Event is received. Upon making such determination, the Collateral Manager shall promptly, but no later than two (2) Business Days after such determination, notify the Administrative Agent, the Lenders and the Borrower thereof.

(B) If and to the extent the Collateral Administrator may be required to calculate or to review in a Monthly Report or Payment Date Report or other accounting hereunder or under the Collateral Administration Agreement, the Dollar Equivalent of any amount, including without limitation, the outstanding principal amount of a Collateral Loan, the Advances or other such calculation or amount involving an Agreed Foreign Currency, it shall use the Dollar Equivalent identified in the Data File compiled and delivered (or caused to be compiled and delivered) to the Collateral Administrator by the Collateral Manager for the related collection or reporting period or other such amount as is identified in such calculation or such report by the Collateral Administrator.

Section 8.07. Release of Securities. (a) If no Event of Default has occurred and is continuing, the Borrower may, by delivery of a certificate of a Responsible Officer of the Collateral Manager delivered to the Collateral Agent at least one Business Day prior to the settlement date for any sale of a security certifying that the sale of such security is being made in accordance with Section 10.01 and such sale complies with all applicable requirements of Section 10.01, direct the Collateral Agent to release or cause to be released such security from the lien of this Agreement and, upon receipt of such certificate, the Collateral Agent (or Custodian, as applicable) shall deliver any such security, if in physical form, duly endorsed to the broker or purchaser designated in such certificate or, if such security is a Clearing Corporation Security, cause an appropriate transfer thereof to be made, in each case against receipt of the sales price therefor as specified by the Collateral Manager in such certificate; *provided* that the Collateral Agent may deliver any such security in physical form for examination in accordance with street delivery custom.

(b) Subject to the terms of this Agreement, the Collateral Agent or Custodian, as applicable, shall, upon the receipt of a certificate of the Borrower, by delivery of a certificate of a Responsible Officer of the Collateral Manager, deliver any Collateral as instructed in such certificate, and execute such documents or instruments as are presented by the Borrower or the Collateral Manager and are reasonably necessary to release or cause to be released such security from the lien of this Agreement, which is set for any mandatory call or redemption or payment in full to the appropriate paying agent on or before the date set for such call, redemption or payment, in each case against receipt of the call or redemption price or payment in full thereof.

(c) As provided in Section 8.02(a), the Collateral Agent shall deposit any proceeds received by it from the disposition of Collateral in the applicable subaccount of the Collection Account, unless simultaneously applied to the purchase of additional Collateral Loans or Eligible Investments as permitted under and in accordance with the requirements of this Article VIII and Article X.

(d) The Collateral Agent shall, upon receipt of a certificate of a Responsible Officer of the Borrower (or the Collateral Manager on its behalf), at such time as there are no Commitments outstanding and all Obligations of the Borrower hereunder and under the other Facility Documents have been satisfied, release any remaining Collateral from the lien of this Agreement.

(e) Any security, Collateral Loan or amounts that are released pursuant to Section 8.07(a) or (b) shall automatically be released from the Lien of this Agreement.

Section 8.08. Reports by Independent Accountants. (a) As of the Closing Date, the Borrower has appointed a firm of independent certified public accountants, independent auditors or independent consultants (together with its successors, the *"Independent Accountants"*), in each case reasonably acceptable to the Administrative Agent and the Required Lenders, for purposes of reviewing and delivering the reports or certificates of such accountants required by this Agreement, which may be the firm of independent certified public accountants, independent auditors or independent consultants that performs accounting services for the Borrower or the Collateral Manager. The Borrower may remove any firm of Independent Accountants at any time upon notice to, but without the consent of any of, the Lenders. Upon any resignation by such firm or removal of such firm by the Borrower, the Borrower (or the Collateral Manager on behalf of the Borrower) shall promptly appoint, by a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent and the Collateral Agent, a successor thereto that shall also be a firm of independent certified public accountants, independent auditors or independent consultants of recognized standing, which may be a firm of independent certified public accountants, independent auditors or independent consultants that performs accounting services for the Borrower or the Collateral Manager. If the Borrower shall fail to appoint a successor Independent Accountants within thirty (30) days after such resignation, the Borrower shall promptly notify the Agents and the Collateral Manager of such failure in writing and the Collateral Manager shall promptly appoint a successor Independent Accountant of recognized standing. The fees of such Independent Accountants and any successor shall be payable by the Borrower.

(b) The Borrower or the Collateral Manager will cause a firm of nationally recognized independent public accountants (who may also render other services to the Collateral Manager) to furnish to the Administrative Agent (with a copy to the Collateral Agent, the Collateral Administrator and the Backup Collateral Manager) once during each 365-day period ending on October 30th of each calendar year, with the first such report due by no later than October 30, 2021, a report relating to such fiscal year to the effect that (i) such firm has applied certain agreed-upon procedures, and (ii) based on such examination, such firm is of the opinion that the Monthly Reports and Payment Date Reports for such year were prepared in compliance with this Agreement, except for such exceptions as it believes to be immaterial and such other exceptions as will be set forth in such firm's report (including, with respect to any such exceptions, an

explanation of how each such exception arose and reflecting the input/explanation of the Collateral Manager thereto).

Section 8.09. Covered Account Details. The account number of each Covered Account is set forth on Schedule 7 hereto.

ARTICLE IX

APPLICATION OF MONIES

Section 9.01. Disbursements of Monies from Payment Account. (a) Notwithstanding any other provision in this Agreement, but subject to the other subsections of this Section 9.01, on each Payment Date, the Collateral Agent shall disburse amounts transferred from the Collection Account to the applicable Payment Account pursuant to Section 8.02 in accordance with the following priorities (the *"Priority of Payments"*) and related Payment Date Report:

(i) On each Payment Date, Interest Proceeds on deposit in the Interest Collection Subaccounts, to the extent received on or before the related Determination Date (or, if such Determination Date is not a Business Day, the next succeeding Business Day) will be transferred into the applicable Payment Account, to be applied in the following order of priority:

(A) (1) *first*, to pay all out-of-pocket costs and expenses of the Collateral Agent incurred in connection with any sale of Collateral or other exercises of its remedial rights pursuant to Section 7.03; (2) *second*, to pay other Administrative Expenses in accordance with the priorities specified in the definition thereof, *provided* that the amount applied under this clause (A)(2) for such Payment Date shall not exceed the Administrative Expense Cap for such Payment Date, and (3) *third*, upon appointment of the Backup Collateral Manager as Successor Collateral Manager, to payment of the One-Time Successor Servicer Engagement Fee (as defined in the Backup Collateral Manager Fee Letter);

(B) to pay regular scheduled payments, any fees and expenses incurred under any hedge agreement (excluding any hedge termination payments);

(C) to the Swingline Lender to repay outstanding Swingline Advances (but only to the extent that any Lender has failed to fund its Percentage of such Swingline Advance in accordance with Section 2.02);

(D) to the BDC to pay accrued and unpaid Senior Collateral Management Fees;

(E) to each Lender to pay accrued and unpaid interest on the Advances and Commitment Fees due each such Lender and amounts payable to each such Lender under Section 2.10;

(F) (1) prior to the occurrence and continuance of an Event of Default, if the Maximum Advance Rate Test is not satisfied as of the related Determination Date, to pay the principal of the Advances of each Lender (*pro rata*, based on each Lender's Percentage) until the Maximum Advance Rate Test is satisfied (on a *pro forma* basis as at such Determination Date) and (2) during the continuance of an Event of Default, to pay the Advances of each Lender (*pro rata*, based on each Lender's Percentage) until paid in full;

(G) to the payment or application of amounts referred to in clause (A) above (in the same order of priority specified therein), to the extent not paid in full pursuant to applications under such clauses;

(H) to pay accrued and unpaid amounts owing to Affected Persons (if any) under Sections 2.09 and 15.03;

(I) to the BDC to pay accrued and unpaid Subordinated Collateral Management Fees;

(J) during the Reinvestment Period, to the payment of any hedge breakage or termination costs owed by the Borrower;

(K) the remainder to be allocated at the discretion of the Collateral Manager (in written notice to the Agents delivered on or prior to the related Determination Date) to any one or more of the following payments: (i) to the Principal Collection Subaccount for the purchase of additional Collateral Loans (including funding Revolving Collateral Loans and Delayed Drawdown Collateral Loans), (ii) to prepay the Advances, (iii) for deposit into the Revolving Reserve Account, and (iv) to the Borrower;

(L) after the Reinvestment Period, to pay the Advances of each Lender (*pro rata,* based on each Lender's Percentage) until paid in full;

(M) to the payment of any hedge breakage or termination costs owed by the Borrower;

(N) to the payment of any other amounts owed to the Collateral Manager or U.S. Bank Trust Company, National Association or U.S. Bank National Association pursuant to a Facility Document or pursuant to this Agreement (including indemnities); and

(O) the remainder to the Borrower, which amounts may be distributed to the BDC.

(ii) On each Payment Date, Principal Proceeds on deposit in the Principal Collection Subaccounts that are received on or before the related Determination Date and that are not designated for reinvestment by the Collateral Manager will be transferred to

the applicable Payment Account and applied, except for any such Principal Proceeds that will be used to settle binding commitments (entered into prior to the related Determination Date) for the purchase of Collateral Loans, in the following order of priority:

(A) to the payment of unpaid amounts under clauses (A) through (G) in clause (i) above (in the same order of priority specified therein), to the extent not paid in full thereunder;

(B) during the Reinvestment Period, at the discretion of the Collateral Manager, all remaining amounts shall be applied in any combination of the following four options: (1) to the Principal Collection Subaccount for the purpose of acquiring additional Collateral Loans (including funding Revolving Collateral Loans and Delayed Drawdown Collateral Loans), (2) to prepay the Advances, (3) for deposit into the Revolving Reserve Account up to the amount of the Revolving Exposure, and/or (4) to the Borrower *provided* that prior to the related Payment Date, the Borrower, or the Collateral Agent on its behalf, has submitted a written request to the Administrative Agent for a direct disbursement of Principal Proceeds to the Borrower, which request shall (I) certify that the Borrower is in compliance with each Collateral Quality Test and Coverage Test and that no Default or Event of Default shall have occurred and be continuing at the time of the request or shall result upon the making of the requested direct disbursement and (II) specify the amount of the requested direct disbursement and the related Payment Date for the direct disbursement;

(C) after the Reinvestment Period, (1) *first*, for deposit into the Revolving Reserve Account until the amounts on deposit therein are equal to the Revolving Reserve Required Amount; and (2) *second*, to pay the Advances of each Lender (*pro rata,* based on each Lender's Percentage) until the Advances are paid in full;

(D) after the Reinvestment Period, to the payment of amounts referred to in clauses (G), (H), (I) and (M) of clause (i) above (in the same order of priority specified therein), to the extent not paid in full thereunder; and

(E) the remainder to the Borrower, which amounts may be distributed to the BDC.

(b) If on any Payment Date the amount available in the Payment Accounts is insufficient to make the full amount of the disbursements required by the Payment Date Report, the Collateral Agent shall make the disbursements called for in the order and according to the priority set forth under Section 9.01(a) to the extent funds are available therefor.

Exhibit 10.30

ARTICLE X

SALE OF COLLATERAL LOANS; PURCHASE OF ADDITIONAL COLLATERAL LOANS

Section 10.01. Sales of Collateral Loans.

(a) *Discretionary Sales of Collateral Loans*. Subject to the satisfaction of the conditions specified in Section 10.04, the Collateral Manager on behalf of the Borrower may, but will not be required to, direct the Collateral Agent to sell, and the Collateral Agent shall sell in the manner directed by the Collateral Manager, any Collateral Loan, Credit Risk Collateral Loan, Defaulted Collateral Loan, or Ineligible Collateral Loan if such sale meets the requirements set forth below:

(i) no Default or Event of Default is continuing or would result upon giving effect thereto (unless, in the case of such a Default, such Default will be cured upon giving effect to such sale and the application of the proceeds thereof);

(ii) upon giving effect thereto and the application of the proceeds thereof, the Maximum Advance Rate Test is satisfied;

(iii) upon giving effect thereto and the application of the proceeds thereof, each other Coverage Test is satisfied and each Collateral Quality Test is satisfied or, if a Collateral Quality Test is not satisfied, either the compliance with any such test is maintained or improved or the Administrative Agent has consented to such sale in its sole discretion;

(iv) such sale is made for Cash;

(v) such sale is made for a purchase price at least equal to the original percentage of par paid by the Borrower; and

(vi) in the reasonable judgment of the Collateral Manager, there is no adverse selection of such Collateral Loans; *provided* that the restrictions in clauses (iii), (v) and (vi) above in this Section 10.01(a) shall not apply to sales of Credit Risk Collateral Loans, Defaulted Collateral Loans or Ineligible Collateral Loans.

Notwithstanding anything above that would otherwise prohibit the sale of a Collateral Loan after the occurrence or during the continuance of a Default or an Event of Default, if the Borrower entered into an agreement to sell any such Collateral Loan prior to the occurrence and continuance of such Default or an Event of Default, but such sale did not settle prior to the occurrence of such Default or an Event of Default, then the Borrower shall be permitted to consummate such sale notwithstanding the occurrence and continuance of such Default or an Event of Default, *provided* that such sale was not entered into in contemplation of the occurrence of such Default or Event of Default and such settlement occurs within the customary settlement period for similar trades.

(b) *Sales of Equity Securities.* The Borrower may sell any Equity Security at any time without restriction, and shall use its commercially reasonable efforts to effect the sale of any Equity Security, regardless of price within forty-five (45) days of receipt if such Equity Security constitutes Margin Stock, unless such sale is prohibited by Applicable Law, in which case such Equity Security should be sold as soon as such sale is permitted by Applicable Law.

(c) *Certain Restrictions.* In the case of a sale of a Defaulted Collateral Loan, a Credit Risk Collateral Loan or an Ineligible Collateral Loan to an Affiliate of the Borrower at a price less than the original percentage of par paid by the Borrower, the purchase price shall not be less than the Market Value of such Defaulted Collateral Loan, Credit Risk Collateral Loan or Ineligible Collateral Loan.

(d) *Terms of Sales*. All sales of Collateral Loans and other property of the Borrower under the provisions above in this Section 10.01 must be exclusively for Cash.

Section 10.02. Purchase of Additional Collateral Loans.

(a) *Purchase of Collateral Loans*. On any date during the Reinvestment Period, if no Event of Default has occurred and is continuing, the Collateral Manager on behalf of the Borrower may, if each of the conditions specified in this Section 10.02 and Section 10.04 are met, invest Principal Proceeds and accrued interest received with respect to any Collateral Loan to the extent used to pay for accrued interest on additional Collateral Loans in additional Collateral Loans, *provided*, that no Collateral Loan may be purchased unless each of the following conditions are satisfied as of the date the Collateral Manager commits on behalf of the Borrower to make such purchase, in each case after giving effect to such purchase and all other sales or purchases previously or simultaneously committed to:

(i) such obligation is an Eligible Collateral Loan;

(ii) each Collateral Quality Test is satisfied (or, if not satisfied immediately prior to such investment, compliance with such Collateral Quality Test is maintained or improved); and

(iii) each Coverage Test is satisfied.

(b) *Purchase of Collateral Loans Involving Affiliates*. Additional Collateral Loans may be purchased from time to time by the Borrower from the Collateral Manager or any of its Affiliates only if (x) the terms and conditions thereof are no less favorable to the Borrower than the terms it would obtain in a comparable, timely sale with a non-Affiliate, (y) the transactions are effected in accordance with all Applicable Laws and (z) such purchase is for an amount equal to or less than the lesser of (A) the original purchase price paid by the Collateral Manager or such Affiliate (after adjustment for any borrowings or repayments and exclusive of interest) and (B) the Collateral Manager’s current mark with respect to such Collateral Loan.

Section 10.03. Substitution and Transfer of Loans.

(a) *Substitutions*. The Borrower may (including in connection with any retransfer of a Collateral Loan to the BDC under the Purchase and Contribution Agreement) with the consent of the Administrative Agent in its sole discretion replace any Collateral Loan with another Collateral Loan (a *"Substitute Loan"*), subject to the satisfaction of the conditions set forth below and in Section 10.04(c).

(b) *Conditions to Substitution*. No substitution of a Collateral Loan with a Substitute Loan shall occur unless each of the following conditions is satisfied as of the date of such substitution (as certified to the Agents by the Borrower (or the Collateral Manager on behalf of the Borrower)):

(i) each Substitute Loan is an Eligible Collateral Loan on the date of substitution;

(ii) after giving effect to any such substitution, each Collateral Quality Test is satisfied (or, if not satisfied immediately prior to such investment, compliance with such Collateral Quality Test is maintained or improved), and each Coverage Test is satisfied;

(iii) the sum of the Principal Balances of such Substitute Loans shall be equal to or greater than the sum of the Principal Balances of the Collateral Loans being substituted for;

(iv) no Default or Event of Default has occurred and is continuing (before or after giving effect to such substitution);

(v) no selection procedure adverse to the interests of the Secured Parties was utilized by the Borrower or the Collateral Manager in the selection of the Substitute Loan(s) or the Collateral Loans being substituted for;

(vi) the Borrower and the Collateral Manager (on behalf of the Borrower) shall agree to pay the legal fees and expenses of the Administrative Agent and the Collateral Agent in connection with any such substitution (including, but not limited to, expenses incurred in connection with the release of the Lien of the Collateral Agent on behalf of the Secured Parties in connection with such sale, substitution or repurchase);

(vii) the Borrower shall notify the Administrative Agent of any amount to be deposited into the Collection Account in connection with any such substitution and shall deliver to the Custodian the Related Documents for any Substitute Loans;

(viii) upon confirmation of the delivery of a Substitute Loan for each applicable Collateral Loan being substituted for (the date of such confirmation or delivery, the *"Retransfer Date"*), each applicable Collateral Loan being substituted for shall be removed from the Collateral and the applicable Substitute Loan(s) shall be included in the Collateral. On the Retransfer Date of a Collateral Loan, the Collateral Agent, for the benefit of the

Secured Parties, shall automatically and without further action be deemed to release and transfer to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Collateral Agent, for the benefit of the Secured Parties in, to and under such Collateral Loan being substituted for. The Collateral Agent, for the benefit of the Secured Parties, shall, at the sole expense of the Borrower, execute such documents and instruments of transfer as may be prepared by the Collateral Manager, on behalf of the Borrower, and take other such actions as shall reasonably be requested by the Collateral Manager on behalf of the Borrower to effect the release and transfer of such Collateral Loan pursuant to this Section 10.03; and

(ix) the Borrower shall deliver to the Administrative Agent on the date of such substitution a certificate of a Responsible Officer certifying that each of the foregoing is true and correct as of such date.

Section 10.04. Conditions Applicable to All Sale and Purchase Transactions. (a) Any transaction effected under this Article X or in connection with the acquisition of additional Collateral Loans shall be conducted on an arm's length basis and, if effected with a Person that is an Affiliate of the Collateral Manager (or with an account or portfolio for which the Collateral Manager or any of its Affiliates serves as investment adviser), shall be on terms no less favorable to the Borrower than would be the case if such Person were not such an Affiliate or as otherwise expressly permitted in this Agreement.

(b) Upon each contribution of one or more Collateral Loans from the BDC to the Borrower and upon each acquisition by the Borrower of a Collateral Loan from the BDC, the Collateral Manager or any of their respective Affiliates (each such contribution or other such acquisition, an *"Affiliate Loan Acquisition"*) (i) all of the Borrower's right, title and interest to such Collateral Loan shall be subject to the Lien granted to the Collateral Agent pursuant to this Agreement and (ii) such Collateral Loan shall be Delivered to the Collateral Agent (or the Custodian on its behalf, as applicable), *provided,* that, notwithstanding the foregoing, the Related Documents and Loan Checklist may be delivered within ten (10) Business Days of the contribution or acquisition.

(c) The Aggregate Principal Balance of the Collateral Loan(s) which are the subject of any sale to an Affiliate of the Borrower under this Article X or substitution pursuant to Section 10.03, together with the sum of the Aggregate Principal Balance of all Collateral Loans sold to Affiliates or substituted in the 12 month period preceding the proposed date of sale or substitution (or such lesser number of months as shall have elapsed since the Closing Date) shall not exceed 20% of the highest Aggregate Principal Balance of Collateral Loans of the Borrower during such 12-month period (or such higher percentage as agreed to by the Administrative Agent); provided that, the sum of the Aggregate Principal Balance of Defaulted Collateral Loans or Ineligible Collateral Loans substituted or sold by the Borrower to Affiliates of the Collateral Manager may not exceed 10% of the highest Aggregate Principal Balance of Collateral Loans of the Borrower during such 12-month period. For the avoidance of doubt, the foregoing limitations shall not apply to (i) Warranty Loans (as defined in the Purchase and Sale Agreement) or (ii) where Collateral Loans are sold by the Borrower in connection with a Permitted Securitization.

Section 10.05. Additional Equity Contributions. The BDC may, but shall have no obligation to, at any time or from time to time contribute additional equity to the Borrower, including for the purpose of curing any Default, satisfying any Coverage Test, enabling the acquisition or sale of any Collateral Loan or satisfying any conditions under Section 3.02. Each equity contribution shall either be made (i) in Cash, (ii) by assignment and contribution of an Eligible Investment and/or (iii) by assignment and contribution of a Collateral Loan that is an Eligible Collateral Loan. All Cash contributed to the Borrower shall be treated as Principal Proceeds except to the extent that the Collateral Manager specifies that they shall constitute Interest Proceeds.

ARTICLE XI

ADMINISTRATION AND SERVICING OF CONTRACTS

Section 11.01. Designation of the Collateral Manager.

(a) *Initial Collateral Manager*. The servicing, administering and collection of the Collateral shall be conducted in accordance with this Section 11.01 by the Person designated as the Collateral Manager hereunder. PennantPark Investment Advisors LLC is hereby appointed as, and hereby accepts such appointment and agrees to perform the duties and responsibilities, of Collateral Manager pursuant to the terms hereof. The Collateral Manager and the Borrower hereby acknowledge that each of the Secured Parties are third party beneficiaries of the obligations taken by the Collateral Manager hereunder.

(b) *Subcontracts*. The Collateral Manager may, with the prior written consent of the Administrative Agent, subcontract with any other Person for servicing, administering or collecting the Collateral; *provided* that (i) the Collateral Manager shall select any such Person with reasonable care and shall be solely responsible for the fees and expenses payable to such Person, (ii) the Collateral Manager shall not be relieved of, and shall remain liable for, the performance of the duties and obligations of the Collateral Manager pursuant to the terms hereof without regard to any subcontracting arrangement and (iii) any such subcontract shall be subject to the provisions hereof.

Section 11.02. Duties of the Collateral Manager.

(a) *Duties*. The Collateral Manager shall take or cause to be taken all such actions as may be necessary or advisable to service, administer and collect on the Collateral from time to time, all in accordance with Applicable Law and the Collateral Management Standard. Without limiting the foregoing, the duties of the Collateral Manager shall include the following:

(i) supervising the Collateral, including communicating with Obligors, executing amendments, providing consents and waivers, exercising voting rights, enforcing and collecting on the Collateral and otherwise managing the Collateral on behalf of the Borrower;

(ii) preparing and submitting claims to Obligors on each Collateral Loan;

(iii) maintaining all necessary servicing records with respect to the Collateral;

(iv) maintaining and implementing administrative and operating procedures (including, without limitation, an ability to recreate servicing records evidencing the Collateral in the event of the destruction of the originals thereof) and keeping and maintaining all documents, books, records and other information reasonably necessary or advisable for the collection of the Collateral;

(v) promptly delivering to the Administrative Agent, each Lender, the Collateral Administrator or the Collateral Agent, from time to time, such information and servicing records (including information relating to its performance under this Agreement) as the Administrative Agent, the Collateral Administrator or the Collateral Agent may from time to time reasonably request;

(vi) identifying each Collateral Loan clearly and unambiguously in its servicing records to reflect that such Collateral Loan is owned by the Borrower and that the Borrower is pledging a security interest therein to the Collateral Agent (for the benefit of the Secured Parties) pursuant to this Agreement;

(vii) notifying the Administrative Agent and each Lender of any material action, suit, proceeding, dispute, offset, deduction, defense or counterclaim (1) that is or is threatened to be asserted by an Obligor with respect to any Collateral Loan (or portion thereof) of which it has actual knowledge or has received notice; or (2) that could reasonably be expected to have a Material Adverse Effect;

(viii) maintaining the perfected security interest of the Collateral Agent, for the benefit of the Secured Parties, in the Collateral;

(ix) with respect to each Collateral Loan included as part of the Collateral, making copies of the Related Documents available for inspection by the Administrative Agent, upon reasonable notice, at the offices of the Collateral Manager during normal business hours;

(x) directing the Collateral Agent to make payments pursuant to the terms of the Payment Date Report in accordance with the Priority of Payments;

(xi) directing the acquisition, sale or substitution of Collateral in accordance with Article X;

(xii) providing assistance to the Borrower with respect to the purchase and sale of the Collateral Loans;

(xiii) instructing the Obligors and the administrative agents on the Collateral Loans to make payments directly into the Collection Account;

(xiv) cooperating with the Collateral Administrator in preparing the Monthly Reports and Payment Date Reports and in its other duties hereunder and under the Collateral Administration Agreement in the manner and at the times required hereunder and under the Collateral Administration Agreement; and

(xv) complying with such other duties and responsibilities as required of the Collateral Manager by this Agreement.

It is acknowledged and agreed that in circumstances in which a Person other than the Borrower or the Collateral Manager acts as lead agent with respect to any Collateral Loan, the Collateral Manager shall perform its servicing duties hereunder only to the extent that, as a lender under the Related Documents, it has the right to do so.

(b) *Exercise of Remedies Not Release*. Notwithstanding anything to the contrary contained herein, the exercise by the Administrative Agent, the Collateral Agent, each Lender and the Secured Parties of their rights hereunder or any other Facility Document shall not release the Collateral Manager or the Borrower from any of their duties or responsibilities with respect to the Collateral. The Secured Parties, the Administrative Agent, each Lender and the Collateral Agent shall not have any obligation or liability with respect to any Collateral, nor shall any of them be obligated to perform any of the obligations of the Collateral Manager hereunder.

(c) *Application of Obligor Payments.* Any payment by an Obligor in respect of any indebtedness owed by it to the Borrower shall, except as otherwise specified by such Obligor or otherwise required by contract or law and unless otherwise instructed by the Administrative Agent, be applied as a collection of a payment by such Obligor (starting with the oldest such outstanding payment due) to the extent of any amounts then due and payable thereunder before being applied to any other receivable or other obligation of such Obligor.

(d) *Cooperation with Backup Collateral Manager.* The Collateral Manager shall perform the duties and take the actions necessary to comply with Article XIII hereof in the manner and at the times set forth therein and shall cooperate with the Backup Collateral Manager in its performance of its duties hereunder.

(e) *[Reserved]*.

Section 11.03. Liability of the Collateral Manager; Indemnification of the Collateral Manager Persons. (a) The Collateral Manager and any of its Affiliates, employees, shareholders, members, partners, assigns, representatives or agents (each such individual or entity, a "*Collateral Manager Person"*) shall not be liable to the Borrower, any Lender, the Administrative Agent, the Lead Arranger, the Collateral Agent, the Backup Collateral Manager, the Custodian or any other Person for any liability, loss (including amounts paid in settlement), damages, judgments, costs, expenses (including reasonable attorneys' fees and expenses and accountant's fees and expenses), demands, charges or claim (collectively, the "*Damages*") incurred by reason of any act or omission or alleged act or omission performed or omitted by such Collateral Manager Person, or for any decrease in the value of the Collateral or any other losses suffered by any party; *provided*, *however*, that a Collateral Manager Person shall be liable for any Damages that arise (i) by reason of any act or omission constituting bad faith, willful misconduct, or gross negligence by any Collateral Manager Person in the performance of or reckless disregard of the Collateral Manager's duties hereunder or (ii) by any breach of the representations and warranties of the Collateral Manager expressly set forth in this Agreement (each such breach, a "*Collateral Manager Breach*").

(b) The Collateral Manager may rely in good faith upon, and will incur no Damages for relying upon, (i) any authoritative source customarily used by firms performing services similar to those services provided by the Collateral Manager under this Agreement, and (ii) the advice of nationally recognized counsel, accountants or other advisors as the Collateral Manager determines reasonably appropriate in connection with the services provided by the Collateral Manager under this Agreement.

(c) In no event shall the Collateral Manager be liable for special, indirect or consequential losses or damages of any kind whatsoever (including but not limited to lost profits) even if the Collateral Manager has been advised of the likelihood of such damages and regardless of the form of such action.

(d) Each Collateral Manager Person shall be held harmless and be indemnified by the Borrower for any Damages suffered by virtue of any acts or omissions or alleged acts or omissions arising out of the activities of such Collateral Manager Person in the performance of the obligations of the Collateral Manager under this Agreement or as a result of this Agreement, or the Borrower's ownership interest in any portion of the Collateral Obligations, except to the extent any such Damage arises as a result of a Collateral Manager Breach. All amounts payable pursuant to this Section 11.03 shall be payable in accordance with the Priority of Payments.

Section 11.04. Authorization of the Collateral Manager. The Borrower hereby authorizes the Collateral Manager to take any and all reasonable steps in its name and on its behalf necessary or desirable in the determination of the Collateral Manager and not inconsistent with the pledge of the Collateral by the Borrower to the Collateral Agent, on behalf of the Secured Parties, hereunder, to collect all amounts due under any and all Collateral, including, without limitation, endorsing its name on checks and other instruments representing Collections, executing and delivering any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments, with respect to the Collateral and, after the delinquency of any Collateral and to the extent permitted under and in compliance with Applicable Law, to commence proceedings with respect to enforcing payment thereof, to the same extent as the Collateral

Manager could have done if it owned such Collateral. The Borrower shall furnish the Collateral Manager (and any successors thereto) with any powers of attorney and other documents necessary or appropriate to enable the Collateral Manager to carry out its collateral management duties hereunder, and shall cooperate with the Collateral Manager to the fullest extent in order to ensure the collectability of the Collateral. In no event shall the Collateral Manager be entitled to make the Secured Parties, the Collateral Agent, the Collateral Administrator, the Backup Collateral Manager, the Administrative Agent or any Lender a party to any litigation without such party's express prior written consent, or to make the Borrower a party to any litigation (other than any foreclosure or similar collection procedure) without the Administrative Agent's consent. Following the occurrence and continuance of an Event of Default (unless otherwise waived by the Lenders in accordance with Section 15.01), the Administrative Agent (acting in its sole discretion or at the direction of the Required Lenders) may provide notice to the Collateral Manager (with a copy to the Backup Collateral Manager, the Collateral Administrator, the Custodian and the Collateral Agent) that the Secured Parties are exercising their control rights with respect to the Collateral in accordance with the last paragraph of Section 6.01.

Section 11.05. Realization Upon Defaulted Collateral Loans. The Collateral Manager will use reasonable efforts consistent with the Collateral Management Standard, this Agreement and the Related Documents to exercise (on behalf of the Borrower) available remedies (which may include liquidating, foreclosing upon or repossessing, as applicable, or otherwise comparably converting the ownership of any related property) with respect to any Defaulted Collateral Loan. The Collateral Manager will comply with the Collateral Management Standard, the Related Documents and Applicable Law in realizing upon such related property, and employ practices and procedures, including reasonable efforts, consistent with the Collateral Management Standard and the Related Documents, to enforce all obligations of Obligors. Without limiting the generality of the foregoing, the Collateral Manager may cause the sale of any such related property to the Collateral Manager or its Affiliates for a purchase price equal to the then fair market value thereof, any such sale to be evidenced by a certificate of a Responsible Officer of the Collateral Manager delivered to the Administrative Agent setting forth the Collateral Loan, the related property, the sale price of the related property and certifying that such sale price is the fair market value of such related property. The Collateral Manager will remit to the Collection Account the recoveries received in connection with the sale or disposition of related property relating to any Defaulted Collateral Loan hereunder.

Section 11.06. Collateral Management Compensation. As compensation for its servicing and collateral management activities hereunder and reimbursement for its expenses, the Collateral Manager shall be entitled to receive the Senior and Subordinated Collateral Management Fees to the extent of funds available therefor pursuant to the Priority of Payments, as applicable. In consideration of the transactions contemplated by the investment advisory agreement between as PennantPark Investment Advisers, LLC and the BDC, for so long as PennantPark Investment Advisers, LLC is the Collateral Manager, the Collateral Manager hereby irrevocably directs the Borrower and the Collateral Agent to pay all Senior Collateral Management Fees and Subordinated Collateral Management Fees payable to the Collateral Manager hereunder directly to the BDC.

Section 11.07. Payment of Certain Expenses by Collateral Manager. The Collateral Manager (if the Collateral Manager is an Affiliate of the Borrower) will be required to pay all

expenses incurred by it in connection with its activities under this Agreement, including fees and disbursements of its independent accountants, Taxes imposed on the Collateral Manager, expenses incurred by the Collateral Manager in connection with the production of reports pursuant to this Agreement, and all other fees and expenses not expressly stated under this Agreement for the account of the Borrower. The Collateral Manager shall be required to pay such expenses for its own account and shall not be entitled to any payment therefor other than the Senior or Subordinated Collateral Management Fees.

Section 11.08. The Collateral Manager Not to Resign; Assignment. The Collateral Manager shall not resign from the obligations and duties hereby imposed on it except upon the Collateral Manager's determination that the performance of its duties hereunder is or becomes impermissible under Applicable Law. Any such determination permitting the resignation of the Collateral Manager shall be evidenced by an opinion of counsel to such effect delivered to the Administrative Agent and each Lender. No such resignation shall become effective until a Successor Collateral Manager shall have assumed the responsibilities and obligations of the Collateral Manager in accordance with Section 11.09.

Section 11.09. Appointment of Successor Collateral Manager. (a) Upon resignation of the Collateral Manager pursuant to Section 11.08 or the occurrence and continuance of a Collateral Manager Event of Default or a Collateral Manager Replacement Event, the Administrative Agent may (with the consent of the Required Lenders) at any time appoint a successor collateral manager (the *"Successor Collateral Manager"*), which, for the avoidance of doubt may be the Backup Collateral Manager, the Administrative Agent or any Lender, and such Successor Collateral Manager shall accept its appointment by a written assumption in a form acceptable to the Administrative Agent. No assignment of this Agreement by the Collateral Manager (including, without limitation, a change in control or management of the Collateral Manager which would be deemed an "assignment" under the Investment Advisers Act of 1940, as amended) shall be made unless such assignment is consented to in writing by the Borrower, *provided, however,* that nothing herein shall be construed to restrict the ability of the Administrative Agent to replace the Collateral Manager upon the occurrence of a Collateral Manager Event of Default or a Collateral Manager Replacement Event pursuant to Section 11.09 hereof or any obligations of the Collateral Manager in connection with such provisions.

(b) Upon its appointment (the "*Assumption Date*"), the Successor Collateral Manager shall be the successor in all respects to the Collateral Manager with respect to collateral management functions under this Agreement and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Collateral Manager by the terms and provisions hereof, and all references in this Agreement to the Collateral Manager shall be deemed to refer to the Successor Collateral Manager; *provided* that the Successor Collateral Manager shall not (i) be deemed to have assumed or to become liable for, or otherwise have any liability for, any duties, responsibilities, actions performed, breaches, defaults, claims, obligations or liabilities of the terminated Collateral Manager or any other predecessor Collateral Manager arising before the Assumption Date, (ii) have any obligation to pay any taxes required to be paid by the terminated Collateral Manager or any other predecessor Collateral Manager (*provided* that the Successor Collateral Manager shall pay any income taxes for which it is liable), (iii) have any liability for any failure to perform its duties as Collateral Manager, or any loss or damages arising from such

failure, that results from the actions (or inaction) of the terminated Collateral Manager or any other predecessor Collateral Manager on or before the Assumption Date, (iv) have any obligation to perform advancing or repurchase obligations, if any, of the Borrower, the terminated Collateral Manager or any other predecessor Collateral Manager unless it elects to do so in its sole discretion, (v) have any obligation to pay any of the fees and expenses of any other party to the transaction contemplated by this Agreement or any Facility Document, (vi) have any liability with respect to any of the representations and warranties of the Collateral Manager under this Agreement, (vii) have any obligation to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder or in the exercise of any of its rights and powers, if, in its reasonable judgment, it shall believe that repayment of such funds or adequate indemnity against such risk or liability is not assured to it and (viii) have any obligation to file or record any financing statements or other documents in order to perfect or continue any security interests contemplated by this Agreement unless it has been directed by the Administrative Agent to make such filing or recordation. The indemnification obligations of the Successor Collateral Manager, upon becoming a Successor Collateral Manager, are expressly limited to those arising on account of its failure to act in good faith and with reasonable care under the circumstances.

(c) The Collateral Manager agrees to cooperate and use its commercially reasonable efforts in effecting the transition of the responsibilities and rights of servicing of the Collateral, including, without limitation, the transfer to the Successor Collateral Manager for the administration by it of all cash amounts that shall at the time be held by the Collateral Manager for deposit, or have been deposited by the Collateral Manager, or thereafter received with respect to the Collateral and the delivery to the Successor Collateral Manager in an orderly and timely fashion of all files and records with respect to the Collateral and a computer data file in readable form containing all information necessary to enable the Successor Collateral Manager to service the Collateral. In addition, the Collateral Manager agrees to cooperate and use its commercially reasonable efforts in providing, at the expense of the Collateral Manager, the Successor Collateral Manager with reasonable access (including at the premises of the Collateral Manager) to the employees of the Collateral Manager, and any and all of the books, records (in electronic or other form) or other information reasonably requested by it to enable the Successor Collateral Manager to assume the servicing functions hereunder and under this Agreement and to maintain a list of key servicing personnel and contact information.

(d) Notwithstanding the Successor Collateral Manager's assumption of, and its agreement to perform and observe, all duties, responsibilities and obligations of the Collateral Manager under this Agreement arising on and after the Assumption Date, the Successor Collateral Manager shall not be deemed to have assumed or to become liable for, or otherwise have any liability for, any duties, responsibilities, obligations or liabilities of the initial Collateral Manager or any other predecessor Collateral Manager arising under the terms of this Agreement, arising by operation of law or otherwise with respect to the period ending on the Assumption Date, including, without limitation, any liability for, any duties, responsibilities, obligations or liabilities of the initial Collateral Manager or any other predecessor Collateral Manager arising on or before the Assumption Date under this Agreement, regardless of when the liability, duty, responsibility or obligation of the initial Collateral Manager or any other predecessor Collateral Manager therefor arose, whether provided by the terms of this Agreement arising by operation of law or otherwise, and in no case will the Successor Collateral Manager have any liability for any failure to perform

its duties as Collateral Manager, or any loss or damages arising from such failure, that results from the actions (or inaction) of the initial Collateral Manager or any other predecessor Collateral Manager on or before the Assumption Date.

(e) The Successor Collateral Manager undertakes to perform only such duties and obligations as are specifically set forth in this Agreement, it being expressly understood by all parties hereto that there are no implied duties or obligations of the Successor Collateral Manager hereunder.

(f) Notwithstanding anything contained in this Agreement or any Facility Document to the contrary, the Successor Collateral Manager is authorized to accept and rely on all of the accounting, records (including computer records) and work of the prior Collateral Manager relating to the Collateral Loans (collectively, the *"Predecessor Collateral Manager Work Product"*) without any audit or other examination thereof, except to the extent that it knows such records or work product to be incorrect, and such Successor Collateral Manager shall have no duty, responsibility, obligation or liability for the acts and omissions of the prior Collateral Manager or any other predecessor Collateral Manager. If any error, inaccuracy, omission or incorrect or non-standard practice or procedure (collectively, *"Errors"*) exist in any Predecessor Collateral Manager Work Product and such Errors make it materially more difficult to service or should cause or materially contribute to the Successor Collateral Manager making or continuing any Errors (collectively, *"Continued Errors"*), such Successor Collateral Manager shall have no duty, responsibility, obligation or liability for such Continued Errors; *provided* that such Successor Collateral Manager agrees to use commercially reasonable efforts to prevent further Continued Errors. In the event that the Successor Collateral Manager becomes aware of Errors or Continued Errors, it shall, with the prior consent of the Administrative Agent, use its commercially reasonable efforts to reconstruct and reconcile such data as is commercially reasonable to correct such Errors and Continued Errors and to prevent future Continued Errors. The Successor Collateral Manager shall be entitled to recover its costs thereby expended in accordance with the Priority of Payments.

(g) The Collateral Manager will, upon the request of the Successor Collateral Manager, provide the Successor Collateral Manager with a power of attorney providing that the Successor Collateral Manager is authorized and empowered to execute and deliver, on behalf of the Collateral Manager, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do so or accomplish all other acts or things necessary or appropriate to effect the purposes of such notice of termination or to perform the duties of the Collateral Manager under this Agreement.

(h) The Successor Collateral Manager shall not be liable for an action or omission to act hereunder, except for its own willful misconduct, gross negligence or bad faith. Under no circumstances will the Successor Collateral Manager be liable for indirect, special, consequential or incidental damages, such as loss of use, revenue or profit. In no event shall the Successor Collateral Manager be liable to the Borrower for any bad debts or other defaults by Obligors.

(i) Except as set forth herein, the Successor Collateral Manager shall have no duty to review any information regarding the Collateral Manager, including any financial statements or the information set forth herein.

(j) If the Successor Collateral Manager is prevented from fulfilling its obligations hereunder as a result of government actions, regulations, fires, strikes, accidents, acts of God or other causes beyond the control of such party, the Successor Collateral Manager shall use commercially reasonable efforts to resume performance as soon as reasonably possible, and the Successor Collateral Manager's obligations shall be suspended for a reasonable time during which such conditions exist. Except as set forth herein, the Backup Collateral Manager shall have no duty to review any information regarding the Collateral Manager, including any financial statements or the information set forth herein.

ARTICLE XII

THE AGENTS

Section 12.01. Authorization and Action. Each Lender hereby irrevocably appoints and authorizes the Administrative Agent and the Collateral Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and, to the extent applicable, the other Facility Documents as are delegated to such Agent by the terms hereof and thereof, together with such powers as are reasonably incidental thereto, subject to the terms hereof. No Agent shall have any duties or responsibilities, except those expressly set forth herein or in the other Facility Documents, or any fiduciary relationship with any Secured Party, and no implied covenants, functions, responsibilities, duties or obligations or liabilities on the part of such Agent shall be read into this Agreement or any other Facility Document to which such Agent is a party (if any) as duties on its part to be performed or observed. No Agent shall have or be construed to have any other duties or responsibilities in respect of this Agreement and the transactions contemplated hereby. As to any matters not expressly provided for by this Agreement or the other Facility Documents, no Agent shall be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders or, with respect to the Collateral Agent, the Administrative Agent; *provided* that such Agent shall not be required to take any action which exposes such Agent, in its judgment, to personal liability, cost or expense or which is contrary to this Agreement, the other Facility Documents or Applicable Law, or would be, in its judgment, contrary to its duties hereunder, under any other Facility Document or under Applicable Law. Each Lender agrees that in any instance in which the Facility Documents provide that an Agent's consent may not be unreasonably withheld, provide for the exercise of such Agent's reasonable discretion, or provide to a similar effect, it shall not in its instructions (or, by refusing to provide instruction) to such Agent withhold its consent or exercise its discretion in an unreasonable manner.

If the Collateral Agent has been requested or directed by the Required Lenders to take any action pursuant to any provision of this Agreement or any other Facility Document, the Collateral Agent shall not be under any obligation to exercise any of the rights or powers vested in it by this Agreement or such Facility Document in the manner so requested unless it shall have been provided indemnity reasonably satisfactory to it against the costs, expenses and liabilities which may be incurred by it in compliance with or in performing such request or direction. No provision of this Agreement or any Facility Document shall otherwise be construed to require the Collateral Agent to expend or risk its own funds or to take any action that could in its judgment

cause it to incur any cost, expenses or liability, unless it is provided indemnity acceptable to it against any such expenditure, risk, costs, expense or liability. For the avoidance of doubt, the Collateral Agent shall not have any duty or obligation to take any affirmative action to exercise or enforce any power, right or remedy available to it under this Agreement or any Facility Document or Related Document unless and until directed by the Required Lenders (or the Administrative Agent on their behalf).

Neither the Collateral Agent nor any officer, agent or representative thereof shall be personally liable for any action taken by any such person in accordance with any notice given by the Required Lenders (or the Administrative Agent on their behalf) pursuant to the terms of this Agreement or any other Facility Document even if, at the time such action is taken by any such person, the Required Lenders or persons purporting to be the Required Lenders are not entitled to give such notice, except where the Responsible Officer of the Collateral Agent has actual knowledge (without any duty of inquiry or investigation on its part) that such Required Lenders or persons purporting to be the Required Lenders are not entitled to give such notice. If any dispute or disagreement shall arise as to the allocation of any sum of money received by the Collateral Agent hereunder or under any Facility Document, the Collateral Agent shall have the right to deliver such sum to a court of competent jurisdiction and therein commence an action for interpleader.

If in performing its duties under this Agreement, the Collateral Agent is required to decide between alternative courses of action, it may request written instructions from the Administrative Agent as to the course of action desired by it. If the Collateral Agent does not receive such instructions within two (2) Business Days after it has requested them, the Collateral Agent may, but shall be under no duty to, take or refrain from taking any such courses of action. The Collateral Agent shall act in accordance with instructions received after such two-Business Day period except to the extent it has already, in good faith, taken or committed itself to take, action inconsistent with such instructions.

The Collateral Agent, the Collateral Administrator, the Backup Collateral Manager and the Custodian shall be under no obligation to (i) monitor, determine or verify the unavailability or cessation of LIBOR, Daily Simple SOFR, Daily Simple RFR, SOFR, Term SOFR, Benchmark, Benchmark Replacement (or other applicable interest rate), or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of (except as expressly provided herein), any Benchmark Transition Event or any amendment or change required to be made to the applicable interest rate, (ii) select, determine or designate any LIBOR, Daily Simple SOFR, Daily Simple RFR, SOFR, Term SOFR, Benchmark, Benchmark Replacement or other successor or replacement benchmark index, or whether any conditions to the designation of such a rate have been satisfied, (iii) select, determine or designate any Benchmark Replacement Adjustment or other modifier to any replacement or successor index, or (iv) determine whether or what Benchmark Replacement Conforming Changes are necessary or advisable, if any, in connection with any of the foregoing.

The Collateral Agent, the Collateral Administrator, the Backup Collateral Manager and the Custodian shall not be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Agreement as a result of the unavailability of LIBOR, Daily Simple SOFR,

Daily Simple RFR, SOFR, Term SOFR, Benchmark, Benchmark Replacement (or other applicable interest rate) and absence of a designated replacement Interest Rate, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party, including without limitation the Administrative Agent or any Lender, in providing any direction, instruction, notice or information required or contemplated by the terms of this Agreement and reasonably required for the performance of such duties.

Section 12.02. Delegation of Duties. Each Agent may execute any of its duties under this Agreement and each other Facility Document by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Section 12.03. Agent's Reliance, Etc. (a) Neither Agent nor any of its respective directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement or any of the other Facility Documents, except for its or their own gross negligence or willful misconduct. Without limiting the generality of the foregoing, each Agent: (i) may consult with legal counsel (including, without limitation, counsel for the Borrower or the Collateral Manager or any of their Affiliates) and independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (ii) makes no warranty or representation to any Secured Party or any other Person and shall not be responsible to any Secured Party or any Person for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement or the other Facility Documents; (iii) shall not have any duty to monitor, ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement, the other Facility Documents or any Related Documents on the part of the Borrower or the Collateral Manager or any other Person or to inspect the property (including the books and records) of the Borrower or the Collateral Manager; (iv) shall not be responsible to any Secured Party or any other Person for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of any Collateral, this Agreement, the other Facility Documents, any Related Document or any other instrument or document furnished pursuant hereto or thereto or for the validity, perfection, priority or enforceability of the Liens on the Collateral; and (v) shall incur no liability under or in respect of this Agreement or any other Facility Document by relying on, acting upon (or by refraining from action in reliance on) any notice, consent, certificate (including for the avoidance of doubt, the Borrowing Base Certificate), instruction or waiver, report, statement, opinion, direction or other instrument or writing (which may be delivered by telecopier, email, cable or telex, if acceptable to it) believed by it to be genuine and believe by it to be signed or sent by the proper party or parties. No Agent shall have any liability to the Borrower or any Lender or any other Person for the Borrower's, the Collateral Manager's or any Lender's, as the case may be, performance of, or failure to perform, any of their respective obligations and duties under this Agreement or any other Facility Document.

(b) No Agent shall be liable for the actions of omissions of any other Agent (including without limitation concerning the application of funds), or under any duty to monitor or investigate compliance on the part of any other Agent with the terms or requirements of this Agreement, any

Facility Documents or any Related Documents, or their duties thereunder. Each Agent shall be entitled to assume the due authority of any signatory and genuineness of any signature appearing on any instrument or document it may receive (including, without limitation, each Notice of Borrowing received hereunder). No Agent shall be liable for any action taken in good faith and reasonably believed by it to be within the powers conferred upon it, or taken by it pursuant to any direction or instruction by which it is governed, or omitted to be taken by it by reason of the lack of direction or instruction required hereby for such action (including without limitation for refusing to exercise discretion or for withholding its consent in the absence of its receipt of, or resulting from a failure, delay or refusal on the part of the Required Lenders to provide, written instruction to exercise such discretion or grant such consent from the Required Lenders, as applicable). No Agent shall be liable for any error of judgment made in good faith unless it shall be proven by a court of competent jurisdiction that such Agent was grossly negligent in ascertaining the relevant facts. Nothing herein or in any Facility Documents or Related Documents shall obligate any Agent to advance, expend or risk its own funds, or to take any action which in its reasonable judgment may cause it to incur any expense or financial or other liability for which it is not adequately indemnified. No Agent shall be liable for any indirect, special or consequential damages (included but not limited to lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action. No Agent shall be charged with knowledge or notice of any matter unless actually known to a Responsible Officer of such Agent, or unless and to the extent written notice of such matter is received by such Agent at its address in accordance with Section 15.02. Any permissive grant of power to an Agent hereunder shall not be construed to be a duty to act. Neither Agent shall be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document. Neither Agent shall be liable for any error of judgment, or for any act done or step taken or omitted by it, in good faith, or for any mistakes of fact or law, or for anything that it may do or refrain from doing in connection herewith except in the case of its willful misconduct, bad faith, reckless disregard or grossly negligent performance or omission of its duties.

(c) No Agent shall be responsible or liable for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

(d) The delivery of reports, and other documents and information to the Collateral Agent hereunder or under any other Facility Document is for informational purposes only and the Collateral Agent's receipt of such documents and information shall not constitute constructive notice of any information contained therein or determinable from information contained therein. The Collateral Agent is hereby authorized and directed to execute and deliver the other Facility Documents to which it is a party. Whether or not expressly stated in such Facility Documents, in performing (or refraining from acting) thereunder, the Collateral Agent shall have all of the rights, benefits, protections and indemnities that are afforded to it in this Agreement.

(e) Each Lender acknowledges that except as expressly set forth in this Agreement, the Collateral Agent has not made any representation or warranty to it, and that no act by the Collateral Agent hereafter taken, including any consent and acceptance of any assignment or review of the

affairs of the Borrower, shall be deemed to constitute any representation or warranty by the Collateral Agent to any Secured Party as to any matter. Each Lender represents to the Collateral Agent that it has, independently and without reliance upon the Collateral Agent and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower, and made its own decision to enter into this Agreement and the other Facility Documents to which it is a party. Each Lender also represents that it will, independently and without reliance upon the Collateral Agent or any other Secured Party and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the Facility Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and the Collateral Manager. The Collateral Agent shall not have any duty or responsibility to provide any Secured Party with any credit or other information concerning the business, prospects, operations, property, financial or other condition or creditworthiness of the Borrower or Collateral Manager which may come into the possession of the Collateral Agent.

Section 12.04. Indemnification. Each of the Lenders agrees to indemnify and hold the Agents and the Backup Collateral Manager harmless (to the extent not reimbursed by or on behalf of the Borrower pursuant to Section 15.04 or otherwise) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, attorneys fees and expenses) or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Agents in any way relating to or arising out of this Agreement or any other Facility Document or any Related Document or any action taken or omitted by the Agents under this Agreement or any other Facility Document or any Related Document; *provided* that no Lender shall be liable to any Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct; and *provided, further,* that no Lender shall be liable to the Collateral Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (for purposes hereof, *"Liabilities"*) unless such Liabilities are imposed on, incurred by, or asserted against the Collateral Agent as a result of any action taken, or not taken, by the Collateral Agent at the direction of the Administrative Agent or such Lender or Lenders, as the case may be, in accordance with the terms and conditions set forth in this Agreement (it being understood and agreed that the Collateral Agent shall be under no obligation to exercise or to honor any of the rights or powers vested in it by this Agreement at the request or direction of any of the Lenders (or other Persons authorized or permitted under the terms hereof to make such request or give such direction) pursuant to this Agreement or any of the other Facility Documents, unless such Lenders shall have provided to the Collateral Agent security or indemnity reasonably satisfactory to it against the costs, expenses (including reasonable and documented attorney's fees and expenses) and Liabilities which might reasonably be incurred by it in compliance with such request or direction, whether such indemnity is provided under this Section 12.04 or otherwise). The rights of the Agents and obligations of the Lenders under or pursuant to this Section 12.04 shall survive the termination of this Agreement, and the earlier removal or resignation of the any Agent hereunder.

Section 12.05. Successor Agents. Subject to the terms of this Section 12.05, each Agent may, upon thirty (30) days' notice to the Lenders and the Borrower, resign as Administrative Agent or Collateral Agent, as applicable. If an Agent shall resign then the Required Lenders shall appoint a successor agent. If for any reason a successor agent is not so appointed and does not accept such appointment within thirty (30) days of notice of resignation such Agent may appoint a successor agent. The appointment of any successor Agent shall be subject to the prior written consent of the Borrower (which consent shall not be unreasonably withheld or delayed); *provided* that the consent of the Borrower to any such appointment shall not be required if (i) an Event of Default shall have occurred and is continuing or, (ii) if such successor Agent is a Lender or an Affiliate of such Agent or any Lender. Any resignation of an Agent shall be effective upon the appointment of a successor agent pursuant to this Section 12.05. After the effectiveness of any retiring Agent's resignation hereunder as Agent, the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Facility Documents and the provisions of this Article XII shall continue in effect for its benefit with respect to any actions taken or omitted to be taken by it while it was Agent under this Agreement and under the other Facility Documents. Any Person (i) into which the Collateral Agent may be merged or consolidated, (ii) that may result from any merger or consolidation to which the Collateral Agent shall be a party, or (iii) that may succeed to the corporate trust properties and assets of the Collateral Agent substantially as a whole, shall be the successor to the Collateral Agent under this Agreement without further act of any of the parties to this Agreement.

Section 12.06. Administrative Agent's Capacity as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such Person and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

Section 12.07. Erroneous Payments (a) If the Administrative Agent or the Collateral Agent notifies a Lender, Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party (any such Lender, Secured Party or other recipient, a "***Payment Recipient***") that the Administrative Agent or the Collateral Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from the Administrative Agent, the Collateral Agent or any of their Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Secured Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "***Erroneous Payment***") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent or the Collateral Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent or the Collateral Agent, and such Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent or the Collateral Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same

day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent or the Collateral Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent or the Collateral Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender or Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent or the Collateral Agent (or any of their Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent or the Collateral Agent (or any of their Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent or the Collateral Agent (or any of their Affiliates), or (z) that such Lender or Secured Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent or the Collateral Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender or Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent or the Collateral Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent or the Collateral Agent pursuant to this Section 12.07(b).

(c) Each Lender or Secured Party hereby authorizes the Administrative Agent and the Collateral Agent to set off, net and apply any and all amounts at any time owing to such Lender or Secured Party under any Facility Document, or otherwise payable or distributable by the Administrative Agent or the Collateral Agent to such Lender or Secured Party from any source, against any amount due to the Administrative Agent or the Collateral Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent or the Collateral Agent for any reason, after demand therefor by the Administrative Agent or the Collateral Agent in accordance with immediately preceding clause (a), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "***Erroneous Payment Return Deficiency***"), upon the Administrative Agent or the Collateral Agent's notice to such Lender at any time, (i) such Lender

shall be deemed to have assigned its Advances (but not its Commitments) of the relevant Class with respect to which such Erroneous Payment was made (the "***Erroneous Payment Impacted Class***") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent or the Collateral Agent may specify) (such assignment of the Advances (but not Commitments) of the Erroneous Payment Impacted Class, the "***Erroneous Payment Deficiency Assignment***") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment and Acceptance (or, to the extent applicable, an agreement incorporating an Assignment and Acceptance by reference pursuant to a platform as to which the Administrative Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any promissory notes evidencing such Advances to the Borrower or the Administrative Agent, (ii) the Administrative Agent or the Collateral Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Administrative Agent or the Collateral Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, and (iv) the Administrative Agent may reflect in the Register its ownership interest or the Collateral Agent's ownership in the Advances subject to the Erroneous Payment Deficiency Assignment. Each of the Administrative Agent and the Collateral Agent may, in its discretion, sell any Advances acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Advance (or portion thereof), and the Administrative Agent and the Collateral Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Administrative Agent or the Collateral Agent has sold an Advance (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Administrative Agent or the Collateral Agent may be equitably subrogated, the Administrative Agent and the Collateral Agent shall be contractually subrogated to all the rights and interests of the applicable Lender or Secured Party under the Facility Documents with respect to each Erroneous Payment Return Deficiency (the "***Erroneous Payment Subrogation Rights***").

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent or the Collateral Agent from the Borrower for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or

counterclaim by the Administrative Agent or the Collateral Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

Each party's obligations, agreements and waivers under this Section 12.07 shall survive the resignation or replacement of the Administrative Agent or the Collateral Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Facility Document.

ARTICLE XIII

THE BACKUP COLLATERAL MANAGER

Section 13.01. Duties of the Backup Collateral Manager. (a) On or before the Closing Date, the Collateral Manager shall deliver to the Backup Collateral Manager the information required to be set forth in the Monthly Report in hard copy and in EXCEL or a comparable format.

(b) The Backup Collateral Manager undertakes to perform only such duties and obligations as are specifically set forth in this Agreement, it being expressly understood by all parties hereto that there are no implied duties or obligations of the Backup Collateral Manager hereunder. Without limiting the generality of the foregoing, the Backup Collateral Manager, except as expressly set forth herein, shall have no obligation to supervise, verify, monitor or administer the performance of the Collateral Manager or the Borrower and shall have no liability for any action taken or omitted by the Collateral Manager (including any successor to the Collateral Manager) or the Borrower. The Backup Collateral Manager may act through its agents, attorneys and custodians in performing any of its duties and obligations under this Agreement, it being understood by the parties hereto that the Backup Collateral Manager will be responsible for any willful misconduct or gross negligence on the part of such agents, attorneys or custodians acting for and on behalf of the Backup Collateral Manager. Neither the Backup Collateral Manager nor any of its officers, directors, employees or agents shall be liable, directly or indirectly, for any damages or expenses arising out of the services performed under this Agreement other than damages or expenses that result from the gross negligence or willful misconduct of it or them or the failure to perform materially in accordance with this Agreement.

Section 13.02. Fees of Backup Collateral Manager. (a) For the performance of its backup servicing duties hereunder, the Backup Collateral Manager shall be entitled to the fees and expenses set forth in the Backup Collateral Manager Fee Letter. The Backup Collateral Manager shall invoice the Borrower on a monthly basis for such fees and expenses. Payment shall be made by the Borrower to the extent funds are available for that purpose in accordance with the Priority of Payments.

(b) In the event the Borrower fails to make timely payment of fees and expenses for services performed by the Backup Collateral Manager under this Agreement, the Backup Collateral Manager shall give the Collateral Administrators, the Administrative Agent and the Collateral Manager written notice of such nonpayment. The Administrative Agent may elect to

pay the Backup Collateral Manager all then past due servicing fees and expenses owed to the Backup Collateral Manager, and the Borrower agrees to reimburse the Administrative Agent therefor on demand, together with interest thereon at the Post-Default Rate.

Section 13.03. Assumption of Servicing Duties. (a) Upon written notification by the Administrative Agent to the Backup Collateral Manager and the Collateral Manager, which notice shall be binding upon the Collateral Manager, requesting the Backup Collateral Manager to become primary Collateral Manager with respect to the Collateral, the Backup Collateral Manager shall become Successor Collateral Manager under this Agreement in accordance with Section 11.09 hereof. Within thirty (30) Business Days following the aforesaid notice of Administrative Agent, the Backup Collateral Manager will commence the performance of such servicing duties as Successor Collateral Manager in accordance with the terms and conditions of this Agreement.

(b) The Backup Collateral Manager will have the right to assign its obligations hereunder with the prior written consent of the Administrative Agent and the Required Lenders, which consent shall not be unreasonably withheld. In addition, the Backup Collateral Manager may execute any of its duties under this Agreement (both as Backup Collateral Manager and as Successor Collateral Manager) by or through agents; *provided* that the Backup Collateral Manager shall remain primarily liable for the due performance of its duties hereunder.

Section 13.04. Indemnity. The Collateral Manager agrees to indemnify the Backup Collateral Manager and each of its Affiliates and the officers, directors, employees, members and agents thereof, forthwith on demand, from and against any and all damages, losses, claims, liabilities and related costs and expenses, including reasonable and documented attorneys' fees and disbursements (all of the foregoing being collectively referred to as "*Backup Collateral Manager Indemnified Amounts*") awarded against or incurred by, any such indemnified party arising out of or as a result of (i) any illegal act or omission by the Collateral Manager, or (ii) the failure of the Collateral Manager to comply with its duties or obligations in accordance with this Agreement (including the reasonable and documented attorneys' fees and disbursements incurred in enforcing the Collateral Manager's obligations hereunder), *excluding, however*, Backup Collateral Manager Indemnified Amounts to the extent resulting from (A) gross negligence, willful misconduct or bad faith on the part of such Indemnified Party, (B) a claim brought by the Collateral Manager against an indemnified party for breach in bad faith of such indemnified party's obligations hereunder or under any other Facility Document as to which such bad faith shall have been found to exist by final order of the applicable court. The provisions of this Section 13.04 shall survive termination of this Agreement and the resignation or removal of the Backup Collateral Manager.

Section 13.05. Additional Provisions Applicable to Backup Collateral Manager. Notwithstanding anything to the contrary in this Agreement, in the event that the Backup Collateral Manager becomes the Successor Collateral Manager pursuant to Section 11.09, the following provisions shall be deemed applicable to the Backup Collateral Manager as Successor Collateral Manager:

(a) The Backup Collateral Manager's duties as successor Collateral Manager pursuant to Section 11.02(a)(viii) shall be limited solely to maintaining the perfection of

liens on the Collateral in favor of the Administrative Agent on behalf of the Secured Parties by preparing and filing or recording continuation statements and other documents or instruments as directed by the Administrative Agent;

(b) the Backup Collateral Manager shall not be required to deliver the agreed-upon procedures report pursuant to Section 8.08 unless the costs and expenses of the Backup Collateral Manager in obtaining such report shall be paid by the Borrower in accordance with the Priority of Payments (which the Borrower hereby agrees to pay) or by one or more Agents or Lenders in its or their sole discretion;

(c) the Backup Collateral Manager as Successor Collateral Manager shall be entitled to receive at least five (5) Business Days' written notice prior to any inspection of its premises pursuant to Section 5.03(c), and such visits will occur no more than twice per year so long as the Backup Collateral Manager is not in default as Successor Collateral Manager;

(d) In the event that the Backup Collateral Manager merges into another Person or conveys or transfers its assets to a third party and the surviving entity assumes the duties of the Backup Collateral Manager hereunder, this Agreement shall remain in force, and the terms hereof shall govern the relationship between the Borrower and the successor to the Backup Collateral Manager; and

(e) The indemnification obligations of the Backup Collateral Manager upon becoming Successor Collateral Manager hereunder are expressly limited to those instances of willful misconduct, gross negligence or bad faith of the Backup Collateral Manager as Successor Collateral Manager.

(f) With respect to Foreign Loans, the Backup Collateral Manager acting as Successor Collateral Manager shall only be responsible for invoicing and acting as a system of record and shall not be responsible for exercising the Borrower's rights and remedies with respect to such Foreign Loans. In the event that the Backup Collateral Manager becomes the Successor Collateral Manager, to the extent the Borrower's rights and remedies with respect to a Foreign Loan are to be exercised, upon direction of the Administrative Agent, the Collateral Agent shall engage a Foreign Loan servicer to exercise such rights and remedies in the applicable jurisdiction.

(g) For avoidance of doubt, if the Backup Collateral Manager becomes the Successor Collateral Manager, the Administrative Agent shall provide written instructions to the Successor Collateral Manager with respect to any discretionary actions, including but not limited to any actions under Article X and XI, sales of Collateral Loans or executing amendments, providing consents and waivers or exercising any voting rights with respect to the Collateral Loans. If the Backup Collateral Manager becomes the Successor Collateral Manager, then it shall not be obligated to take any discretionary actions under this Agreement or any related agreement, other than normal and customary invoicing and collecting from the Obligors under the Collateral, unless directed in writing by the Administrative Agent.

Section 13.06. Resignation of the Backup Collateral Manager. Notwithstanding the provisions above, the Backup Collateral Manager may resign, either as Backup Collateral Manager or as Successor Collateral Manager, upon ninety (90) days prior written notice to the Administrative Agent, the Collateral Agent and the Borrower: *provided, however*, such resignation shall not become effective until there is a replacement Successor Collateral Manager or Backup Collateral Manager in place that is acceptable to the Collateral Agent, the Administrative Agent, and, unless an Event of Default shall have occurred and be continuing, the Borrower, in each case in their sole discretion. Upon the resignation of the Backup Collateral Manager, the Administrative Agent shall appoint a successor Backup Collateral Manager (subject to the previous sentence) and if it does not do so within thirty (30) days of the Backup Collateral Manager's resignation, the Backup Collateral Manager may petition a court of competent jurisdiction for the appointment of a successor.

ARTICLE XIV

THE CUSTODIAN

Section 14.01. Designation of Custodian

(a) *Initial Custodian*. The role of Custodian with respect to the Collateral Loans shall be conducted by the Person designated as Custodian hereunder from time to time in accordance with this Section 14.01. Until the Administrative Agent shall give to U.S. Bank National Association a Custodian Termination Notice, U.S. Bank National Association is hereby appointed as, and hereby accepts such appointment and agrees to perform the duties and obligations of, Custodian pursuant to the terms hereof.

(b) *Successor Custodian*. Upon the Custodian's receipt of a Custodian Termination Notice from the Administrative Agent of the designation of a successor Custodian pursuant to the provisions of Section 14.05, the Custodian agrees that it will terminate its activities as Custodian hereunder. Upon the resignation of the Custodian, the Administrative Agent shall appoint a successor Custodian and if it does not do so within thirty (30) days of the Custodian's resignation, the Custodian may petition a court of competent jurisdiction for the appointment of a successor.

Section 14.02. Duties of Custodian.

(a) *Appointment*. Each of the Borrower and the Administrative Agent hereby designate and appoint the Custodian to act as its agent and hereby authorizes the Custodian to take such actions on its behalf and to exercise such powers and perform such duties as are expressly granted to the Custodian by this Agreement. The Custodian hereby accepts such agency appointment to act as Custodian pursuant to the terms of this Agreement, until its resignation or removal as Custodian pursuant to the terms hereof.

(b) *Duties*. On or before the Funding Effective Date, and until its removal pursuant to Section 14.5, the Custodian shall perform, on behalf of the Administrative Agent and the other Secured Parties, the following duties and obligations:

(i) The Custodian shall take and retain custody of the Related Documents delivered by the Borrower pursuant to Section 7.05 in accordance with the terms and conditions of this Agreement, all for the benefit of the Secured Parties and subject to the Lien thereon in favor of the Administrative Agent, as agent for the Secured Parties. Within five (5) Business Days of its receipt of the Related Documents and Loan Checklist, the Custodian shall review the Related Documents delivered to it to confirm that (A) if the files delivered per the following sentence indicate that any document must contain an original signature, each such document appears to bear the original signature, or if the file indicates that such document may contain a copy of a signature, that such copies appear to bear a reproduction of such signature and (B) based on a review of the applicable note, the related initial principal loan balance when entered into or obtained by the Borrower, loan identification number and Obligor name with respect to such Collateral Loan is referenced on the related Loan Checklist and is does not appear to be a duplicate Collateral Loan (such items (A) through (B) collectively, the *"Review Criteria"*). In order to facilitate the foregoing review by the Custodian, in connection with each delivery of Related Documents hereunder to the Custodian, the Collateral Manager shall provide to the Custodian an electronic file (in EXCEL or a comparable format acceptable to the Custodian) or the related Loan Checklist that contains a list of all Related Documents and whether they require original signatures, the loan identification number and the name of the Obligor and the initial principal loan balance when entered into or obtained by the Borrower with respect to each related Collateral Loan. If, at the conclusion of such review, the Custodian shall determine that (1) the initial principal loan balances of the Collateral Loans with respect to which it has received Related Documents is less than as set forth on the electronic file, the Custodian shall promptly notify the Administrative Agent, the Borrower and the Collateral Manager of such discrepancy, and (2) any Review Criteria is not satisfied, the Custodian shall within one (1) Business Day notify the Collateral Manager of such determination and provide the Collateral Manager and the Borrower with a list of the non-complying Collateral Loans and the applicable Review Criteria that they fail to satisfy. The Collateral Manager shall have ten (10) Business Days to correct any non-compliance with any Review Criteria. In addition, if requested in writing in the form of Exhibit G by the Collateral Manager and approved by the Administrative Agent within ten (10) Business Days of the Custodian's delivery of such report, the Custodian shall return the Related Documents for any Collateral Loan which fails to satisfy a Review Criteria to the Borrower. Other than the foregoing, the Custodian shall not have any responsibility for reviewing any Related Documents.

(ii) In taking and retaining custody of the Related Documents, the Custodian shall be deemed to be acting as the agent of the Secured Parties; provided that the Custodian makes no representations as to the existence, perfection or priority of any Lien on the Related Documents or the instruments therein; and provided further that the Custodian's duties as agent shall be limited to those expressly contemplated herein.

(iii) All Related Documents that are originals or copies shall be kept in fire resistant vaults, rooms or cabinets at the Document Custodian Facilities. All Related Documents that are originals or copies shall be placed together with an appropriate identifying label and maintained in such a manner so as to permit retrieval and access. All

Related Documents that are originals or copies shall be clearly segregated from any other documents or instruments maintained by the Custodian. All Related Documents that are delivered to the Custodian in electronic format shall be saved onto disks and/or onto the Custodian's secure computer system, and maintained in a manner so as to permit retrieval and access.

(iv) On each Payment Date, the Custodian shall provide a written report to the Administrative Agent and the Collateral Manager (in a form acceptable to the Administrative Agent) identifying each Collateral Loan for which it holds Related Documents, the non-complying Collateral Loans and the applicable Review Criteria that any non-complying Collateral Loan fails to satisfy.

(v) In performing its duties, the Custodian shall use a similar degree of care and attention as it employs with respect to similar collateral that it holds as Custodian for others.

(vi) In no event shall the Custodian be liable for special, indirect or consequential losses or damages of any kind whatsoever (including but not limited to lost profits) even if the Custodian has been advised of the likelihood of such damages and regardless of the form of such action.

(vii) Notwithstanding anything herein to the contrary, delivery of the Collateral Loans acquired by the Borrower which constitute Noteless Loans or Participations or which are otherwise not evidenced by a "security" or "instrument" as defined in Section 8-102 and Section 9-102(a)(47) of the UCC, respectively, shall be made by delivery to the Custodian of (i) in the case of a Noteless Loan, a copy of the loan register with respect to such Noteless Loan evidencing registration of such Collateral Loan on the books and records of the applicable obligor or bank agent to the name of the Borrower (or its nominee) or a copy (which may be a facsimile copy) of an assignment agreement in favor of the Borrower as assignee, and (ii) in the case of a Participation, a copy of the related participation agreement. Any duty on the part of the Custodian with respect to the custody of such Collateral Loans shall be limited to the exercise of reasonable care by the Custodian in the physical custody of any such Related Documents and other documents delivered to it, and any related instrument, security, credit agreement, assignment agreement and/or other agreements or documents, if any (collectively, "*Financing Documents*"), that may be delivered to it.

(viii) The Custodian may assume the genuineness of any such Financing Document it may receive and the genuineness and due authority of any signatures appearing thereon, and shall be entitled to assume that each such Financing Document it may receive is what it purports to be. If an original "security" or "instrument" as defined in Section 8-102 and Section 9-102(a)(47) of the UCC, respectively, is or shall be or become available with respect to any Collateral Loan to be held by the Custodian under this Agreement, it shall be the sole responsibility of the Borrower to make or cause delivery thereof to the Custodian, and the Custodian shall not be under any obligation at any time to determine whether any such original security or instrument has been or is required to be

issued or made available in respect of any Collateral Loan or to compel or cause delivery thereof to the Custodian.

Section 14.03. Merger or Consolidation. Any Person (i) into which the Custodian may be merged or consolidated, (ii) that may result from any merger or consolidation to which the Custodian shall be a party, or (iii) that may succeed to the properties and assets of the Custodian substantially as a whole, which Person in any of the foregoing cases executes an agreement of assumption to perform every obligation of the Custodian hereunder, shall be the successor to the Custodian under this Agreement without further act of any of the parties to this Agreement.

Section 14.04. Custodian Compensation. As compensation for its Custodian activities hereunder, the Custodian shall be entitled to fees pursuant to the Custodian Fee Letter. The Custodian's entitlement to receive the fees under the Custodian Fee Letter shall cease on the earlier to occur of: (i) its removal as Custodian pursuant to Section 14.05 or (ii) the termination of this Agreement. Upon termination of this Agreement or earlier resignation or removal of the Custodian, the Borrower shall pay to the Custodian such compensation, and shall likewise reimburse the Custodian for its costs, expenses and disbursements, as may be due as of the date of such termination, resignation or removal, as the case may be. All indemnifications in favor of the Custodian under this Agreement shall survive the termination of this Agreement, or any resignation or removal of the Custodian. The Borrower agrees to pay or reimburse to the Custodian upon its request from time to time all costs, disbursements, advances, and expenses (including reasonable fees and expenses of legal counsel) incurred, in connection with the preparation or execution of this Agreement, or in connection with the transactions contemplated hereby or performance by the Custodian of its duties and services under this Agreement (including costs and expenses of any action deemed necessary by the Custodian to collect any amounts owing to it under this Agreement).

Section 14.05. Custodian Removal . The Custodian may be removed, with or without cause, by the Administrative Agent by notice given in writing to the Custodian (the *"Custodian Termination Notice"*); *provided* that notwithstanding its receipt of a Custodian Termination Notice, the Custodian shall continue to act in such capacity (and shall continue to be entitled to receive fees) until a successor Custodian has been appointed, has agreed to act as Custodian hereunder, and has received all Related Documents held by the previous Custodian.

Section 14.06. Limitation on Liability. (a) The Custodian may conclusively rely on and shall be fully protected in acting upon any certificate, instrument, opinion, notice, letter, telegram or other document delivered to it and that in good faith it reasonably believes to be genuine and that has been signed by the proper party or parties. The Custodian may rely conclusively on and shall be fully protected in acting upon (a) the written instructions of any designated officer of the Administrative Agent or (b) the verbal instructions of the Administrative Agent.

(b) The Custodian may consult counsel satisfactory to it and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(c) The Custodian shall not be liable for any error of judgment, or for any act done or step taken or omitted by it, in good faith, or for any mistakes of fact or law, or for anything that it may do or refrain from doing in connection herewith except, notwithstanding anything to the contrary contained herein, in the case of its willful misconduct, bad faith or grossly negligent performance or omission of its duties and in the case of its grossly negligent performance of its duties in taking and retaining custody of the Related Documents.

(d) The Custodian makes no warranty or representation and shall have no responsibility (except as expressly set forth in this Agreement) as to the content, enforceability, completeness, validity, sufficiency, value, genuineness, ownership or transferability of the Collateral, and will not be required to and will not make any representations as to the validity or value (except as expressly set forth in this Agreement) of any of the Collateral. The Custodian shall not be obligated to take any legal action hereunder that might in its judgment involve any expense or liability unless it has been furnished with an indemnity reasonably satisfactory to it.

(e) The Custodian shall have no duties or responsibilities except such duties and responsibilities as are specifically set forth in this Agreement and no covenants or obligations shall be implied in this Agreement against the Custodian.

(f) The Custodian shall not be required to expend or risk its own funds in the performance of its duties hereunder.

(g) It is expressly agreed and acknowledged that the Custodian is not guaranteeing performance of or assuming any liability for the obligations of the other parties hereto or any parties to the Collateral.

(h) Without prejudice to the generality of the foregoing, the Custodian shall be without liability to the Borrower, Collateral Manager, the Administrative Agent or any other Person for any damage or loss resulting from or caused by events or circumstances beyond the Custodian's reasonable control, including nationalization, expropriation, currency restrictions, the interruption, disruption or suspension of the normal procedures and practices of any securities market, power, mechanical, communications or other technological failures or interruptions, computer viruses or the like, fires, floods, earthquakes or other natural disasters, civil and military disturbance, acts of war or terrorism, riots, revolution, acts of God, work stoppages, strikes, national disasters of any kind, or other similar events or acts; errors by the Borrower, the Collateral Manager, collateral Administrator or the Administrative Agent (including any Authorized Person of any thereof) in its instructions to the Custodian; or changes in applicable law, regulation or orders.

(i) In the event that (i) the Borrower, Collateral Agent, the Collateral Administrator, the Collateral Manager, the Administrative Agent, Lenders or Custodian shall be served by a third party with any type of levy, attachment, writ or court order with respect to any Collateral Loan or Related Documents or (ii) a third party shall institute any court proceeding by which any Related Document shall be required to be delivered otherwise than in accordance with the provisions of this Agreement, the party receiving such service shall promptly deliver or cause to be delivered to the other parties to this Agreement copies of all court papers, orders, documents and other materials concerning such proceedings. The Custodian shall, to the extent permitted by law, continue to

hold and maintain all the Related Documents that are the subject of such proceedings pending a final, nonappealable order of a court of competent jurisdiction permitting or directing disposition thereof. Upon final determination of such court, the Custodian shall dispose of such Related Documents as directed by the Collateral Agent or Administrative Agent, which shall give a direction consistent with such determination. Expenses of the Custodian incurred as a result of such proceedings shall be borne by the Borrower.

Section 14.07. Resignation of the Custodian. The Custodian shall not resign from the obligations and duties hereby imposed on it except upon (a) ninety (90) days written notice to the Borrower, the Collateral Manager and the Administrative Agent, or (b) the Custodian's determination that (i) the performance of its duties hereunder is or becomes impermissible under Applicable Law and (ii) there is no reasonable action that the Custodian could take to make the performance of its duties hereunder permissible under Applicable Law. Any such determination permitting the resignation of the Custodian shall be evidenced as to clause (i) above by an opinion of counsel to such effect delivered to the Administrative Agent. No such resignation shall become effective until a successor Custodian shall have assumed the responsibilities and obligations of the Custodian hereunder.

Section 14.08. Release of Related Documents.

(a) *Release for Servicing.* From time to time and as appropriate for the enforcement or servicing of any of the Collateral, the Custodian is hereby authorized (unless and until such authorization is revoked by the Administrative Agent) to, and shall, upon written receipt from the Collateral Manager of a request for release of documents and receipt in the form annexed hereto as Exhibit G, release to the Collateral Manager within two (2) Business Days of receipt of such request, the Related Documents or the documents set forth in such request and receipt to the Collateral Manager. All documents so released to the Collateral Manager shall be held by the Collateral Manager in trust for the benefit of the Administrative Agent in accordance with the terms of this Agreement. The Collateral Manager shall return to the Custodian the Related Documents or other such documents (i) promptly upon the request of the Administrative Agent, or (ii) when the Collateral Manager's need therefor in connection with such enforcement or servicing no longer exists, unless the Collateral Loan shall be liquidated or sold, in which case, upon receipt of an additional request for release of documents and receipt certifying such liquidation or sale from the Collateral Manager to the Custodian in the form annexed hereto as Exhibit G, the Collateral Manager's request and receipt submitted pursuant to the first sentence of this subsection shall be released by the Custodian to the Collateral Manager.

(b) *Release for Payment.* Upon receipt by the Custodian of the Collateral Manager's request for release of documents and receipt in the form annexed hereto as Exhibit G (which certification shall include a statement to the effect that all amounts received in connection with such payment or repurchase have been credited to the Collection Account as provided in this Agreement), the Custodian shall promptly release the Related Documents to the Collateral Manager.

Section 14.09. Return of Related Documents. The Borrower may, with the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld), require that

the Custodian return each Related Document (as applicable), respectively (a) delivered to the Custodian in error, (b) as to which the Lien on the underlying assets securing such related Collateral Loan has been so released pursuant to Section 7.02, (c) that has been the subject of a discretionary sale or any sale of loan pursuant to Section 10.01 or substitution pursuant to Section 10.03 or (d) that is required to be redelivered to the Borrower in connection with the termination of this Agreement, in each case by submitting to the Custodian and the Administrative Agent a written request in the form annexed hereto as Exhibit G (signed by both the Borrower and the Administrative Agent) specifying the Collateral to be so returned and reciting that the conditions to such release have been met (and specifying the Section or Sections of this Agreement being relied upon for such release). The Custodian shall upon its receipt of each such request for return executed by the Borrower and the Administrative Agent promptly, but in any event within two (2) Business Days, return the Related Documents so requested to the Borrower.

Section 14.10. Access to Certain Documentation and Information Regarding the Collateral; Audits. (a) The Collateral Manager, the Borrower and the Custodian shall provide to the Administrative Agent access to the Related Documents and all other documentation regarding the Collateral including in such cases where the Administrative Agent is required in connection with the enforcement of the rights or interests of the Secured Parties, or by applicable statutes or regulations, to review such documentation, such access being afforded without charge (but, with respect to the Custodian, at the expense of the Borrower) but only (i) upon two (2) Business Days' prior written request, (ii) during normal business hours and (iii) subject to the Collateral Manager's and Custodian's normal security and confidentiality procedures; *provided* that the Administrative Agent may, and shall upon request of any Lender, permit each Lender to be included on any such review, and shall use reasonably commercial efforts to schedule any review on a day when Lenders desiring to participate in such review may be included. From time to time at the discretion of the Administrative Agent, the Administrative Agent may review the Collateral Manager's collection and administration of the Collateral in order to assess compliance by the Collateral Manager with ARTICLE XI and may conduct an audit of the Collateral, and Related Documents in conjunction with such a review. Such review shall be reasonable in scope and shall be completed in a reasonable period of time.

(b) Without limiting the foregoing provisions of Section 14.10(a), from time to time on request of the Administrative Agent, the Custodian shall permit certified public accountants or other independent auditors acceptable to the Administrative Agent to conduct a review of the Related Documents and all other documentation regarding the Collateral. Up to two such reviews per fiscal year shall be at the expense of the Borrower and additional reviews in a fiscal year shall be at the expense of the requesting Lender(s); *provided* that, after the occurrence and during the continuance of an Event of Default, any such reviews, regardless of frequency, shall be at the expense of the Borrower.

Section 14.11. Representations and Warranties of the Custodian. The Custodian in its individual capacity and as Custodian represents and warrants as follows:

(a) *Organization; Power and Authority.* It is a duly organized and validly existing national banking association in good standing under the laws of the United States.

It has full corporate power, authority and legal right to execute, deliver and perform its obligations as Custodian under this Agreement.

(b) *Due Authorization.* The execution and delivery of this Agreement and the consummation of the transactions provided for herein have been duly authorized by all necessary association action on its part, either in its individual capacity or as Custodian, as the case may be.

(c) *No Conflict.* The execution and delivery of this Agreement, the performance of the transactions contemplated hereby and the fulfillment of the terms hereof will not conflict with, result in any breach of its articles of incorporation or bylaws or any of the material terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under any indenture, contract, agreement, mortgage, deed of trust, or other instrument to which the Custodian is a party or by which it or any of its property is bound.

(d) *No Violation.* The execution and delivery of this Agreement, the performance of the transactions contemplated hereby and the fulfillment of the terms hereof will not conflict with or violate, in any material respect, any Applicable Law as to the Custodian.

(e) *All Consents Required.* All approvals, authorizations, consents, orders or other actions of any Person or Governmental Authority applicable to the Custodian, required in connection with the execution and delivery of this Agreement, the performance by the Custodian of the transactions contemplated hereby and the fulfillment by the Custodian of the terms hereof have been obtained.

(f) *Validity.* The Agreement constitutes the legal, valid and binding obligation of the Custodian, enforceable against the Custodian in accordance with its terms, except as such enforceability may be limited by applicable Bankruptcy Code and general principles of equity (whether considered in a suit at law or in equity)

Section 14.12. Covenants of the Custodian.

(a) *Affirmative Covenants of the Custodian.*

(i) *Compliance with Law.* The Custodian will comply in all material respects with all Applicable Law.

(ii) *Preservation of Existence.* The Custodian will preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its formation and qualify and remain qualified in good standing in each jurisdiction where failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.

(iii) *Location of Related Documents.* Subject to Section 14.08, the Related Documents shall remain at all times in the possession of the Custodian at the Document Custodian Facilities unless notice of a different address is given in accordance with the terms hereof or unless the Administrative Agent agrees to allow certain Related Documents to be released to the Collateral Manager on a temporary basis in accordance with the terms hereof, except as such Related Documents may be released pursuant to this Agreement.

(b) *Negative Covenants of the Custodian.*

(i) *Related Documents.* The Custodian will not dispose of any documents constituting the Related Documents in any manner that is inconsistent with the performance of its obligations as the Custodian pursuant to this Agreement.

(ii) *No Changes to Custodian Fee.* The Custodian will not make any changes to the custodian fee set forth in the Custodian Fee Letter without the prior written approval of the Administrative Agent and the Borrower.

ARTICLE XV

MISCELLANEOUS

Section 15.01. No Waiver; Modifications in Writing. (a) No failure or delay on the part of any Secured Party exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver of any provision of this Agreement, and any consent to any departure by any party to this Agreement from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

(b) Except as otherwise provided in this Agreement, including, without limitation, as provided in Section 2.11(b) with respect to the implementation of a Benchmark Replacement Rate or Benchmark Replacement Conforming Changes (as set forth therein), no amendment, modification, supplement or waiver of this Agreement shall be effective unless signed by the Borrower, the Collateral Manager, the Administrative Agent and the Required Lenders, *provided* that:

(i) any Fundamental Amendment shall require the written consent of all Lenders; and

(ii) no such amendment, modification, supplement or waiver shall amend, modify or otherwise affect the rights or duties of any Agent, the Swingline Lender, the Custodian, the Collateral Administrator or the Backup Collateral Manager (including in its role as successor Collateral Manager if it shall be so appointed) hereunder without the prior

written consent of such Agent, the Swingline Lender, Custodian, Collateral Administrator or Backup Collateral Manager, as the case may be.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment of such Lender may not be increased or extended, and amounts payable to such Lender hereunder may not be permanently reduced, without the consent of such Lender (other than reductions in fees and interest in which such reduction does not disproportionately affect such Lender).

Section 15.02. Notices, Etc. Except where telephonic instructions are authorized herein to be given, all notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered, certified or express mail, postage prepaid, or by facsimile transmission, or by prepaid courier service, or by electronic mail (if the recipient has provided an email address in Schedule 6**)**, and shall be deemed to be given for purposes of this Agreement on the day that such writing is received by the intended recipient thereof in accordance with the provisions of this Section 15.02. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Section 15.02, notices, demands, instructions and other communications in writing shall be given to or made upon the respective parties hereto at their respective addresses (or to their respective facsimile numbers or email addresses) indicated in Schedule 6, and, in the case of telephonic instructions or notices, by calling the telephone number or numbers indicated for such party in Schedule 6.

Section 15.03. Taxes. (a) Any and all payments by the Borrower under this Agreement shall be made, in accordance with this Agreement, free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities (including penalties, interest and expenses) with respect thereto, excluding, (A) income and franchise taxes or branch profit taxes imposed (i) in the case of any Secured Party or any Lender, by the jurisdiction (or any political subdivision thereof) under the laws of which such Secured Party is organized or in which its principal office is located, or in the case of any Lender, in which its applicable lending office is located, or (ii) in the case of any Secured Party or any Lender, by any jurisdiction solely by reason of such Secured Party or such Lender having any other present or former connection with such jurisdiction (other than a connection arising solely from entering into, receiving any payment under or enforcing its rights under this Agreement or any other Facility Document) ("*Other Connection Taxes*") and (B) any withholding taxes imposed on payments by the Borrower under FATCA (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "*Taxes*"). If the Borrower shall be required by law (or by the interpretation or administration thereof) to deduct any Taxes from or in respect of any sum payable by it hereunder or under any other Facility Document to any Secured Party, (i) the sum payable by the Borrower shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 15.03) such Secured Party receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions, and (iii) the Borrower shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) In addition, the Borrower agrees (and, to the extent the funds available for by the Borrower therefor on any Payment Date are insufficient to pay such amounts in full, the Collateral Manager, on behalf of the Borrower, will shall pay such amounts), to timely pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made by the Borrower hereunder or under any other Facility Document or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or under any other Facility Document, except any such taxes that are Other Connection Taxes imposed with respect to an assignment (hereinafter referred to as *"Other Taxes"*).

(c) The Borrower agrees to indemnify (and, to the extent the funds available for by the Borrower therefor on any Payment Date are insufficient to pay such amounts in full, the Collateral Manager, on behalf of the Borrower, will shall pay such amounts) each of the Secured Parties for the full amount of Taxes or Other Taxes (including any Taxes or Other Taxes imposed or asserted by any jurisdiction on amounts payable under this Section 15.03) paid by any Secured Party in respect of the Borrower, whether or not such Taxes or Other Taxes were correctly or legally imposed or asserted. Payments by Borrower or the Collateral Manager pursuant to this indemnification shall be made promptly following the date the Secured Party makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof. Such certificate shall be presumed to be correct absent manifest error.

(d) Notwithstanding anything herein to the contrary, the Borrower shall not be required to indemnify any Secured Party, or pay any additional amounts to any Secured Party (including under Section 15.03(a)), in respect of United States Federal withholding tax or backup withholding tax to the extent that (i) the obligation to withhold amounts with respect to United States Federal withholding or backup withholding tax existed on the date such Lender became a party to this Agreement or, with respect to payments to a new lending office so designated by a Lender (a *"New Lending Office"*), the date such Lender designated such New Lending Office with respect to an Advance; *provided* that this clause (i) shall not apply to the extent the indemnity payment or additional amounts any Secured Party would be entitled to receive (without regard to this clause (i)) do not exceed the indemnity payment or additional amounts that the transferor Lender or the Lender making the designation of such New Lending Office would have been entitled to receive in the absence of such transfer or designation, or (ii) the obligation to pay such additional amounts would not have arisen but for a failure by such Secured Party to comply with paragraphs (g) or (h) below.

(e) Promptly after the date of any payment of Taxes or Other Taxes, the Borrower will furnish to each Agent the original or a certified copy of a receipt issued by the relevant Governmental Authority evidencing payment thereof (or other evidence of payment as may be reasonably satisfactory to such Agent).

(f) If any payment is made by the Borrower (or the Collateral Manager on its behalf) to or for the account of any Secured Party after deduction for or on account of any Taxes or Other Taxes, and an indemnity payment or additional amounts are paid by the Borrower pursuant to this Section 15.03, then, if such Secured Party in its sole discretion determines that it is entitled to a refund of such Taxes or Other Taxes, such Secured Party shall, to the extent that it can do so without prejudice to the retention of the amount of such refund, apply for such refund and

reimburse to the Borrower (or the Collateral Manager, as applicable) such amount of any refund received (net of reasonable out-of-pocket expenses including Taxes incurred and without interest, other than interest received by the applicable Secured Party from the relevant Governmental Authority) as such Secured Party shall determine in its sole discretion to be attributable to the relevant Taxes or Other Taxes; *provided* that in the event that such Secured Party is required to repay such refund to the relevant taxing authority, the Borrower agrees to return the refund to such Secured Party pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority).

(g) Each Secured Party and each Participant that is entitled to an exemption from or reduction of withholding tax, with respect to payments hereunder shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times reasonably requested by a Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Secured Party or Participant, if requested by a Borrower or the Administrative Agent, shall deliver such other forms, documentation, or other information reasonably requested by a Borrower or the Administrative Agent as will enable the Borrowers or the Administrative Agent (i) to determine whether or not such Lender or Participant is subject to backup withholding or information reporting requirement. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution or submission of such documentation (other than such documentation set forth in this Section 15.03(g) below) shall not be required if in such Lender's or Participant's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender or Participant.

Without limiting the generality of the foregoing, each Secured Party and each Participant that is a U.S. Person hereby agrees that it shall, no later than the Funding Effective Date or, in the case of a Secured Party or a Participant which becomes a party hereto pursuant to Section 15.06, the date upon which such Secured Party becomes a party hereto or participant herein, deliver to the Borrower and each Agent, if applicable, two accurate, complete and signed copies of IRS Form W-9 or successor form, certifying that such Secured Party or Participant is on the date of delivery thereof entitled to an exemption from United States backup withholding tax. Each Secured Party or Participant that is organized under the laws of a jurisdiction outside than the United States (a "*Non-U.S. Lender*") shall, no later than the date on which such Secured Party becomes a party hereto or a participant herein pursuant to Section 15.06, deliver to the Borrower and each Agent two properly completed and duly executed copies of either IRS Form W-8BEN, IRS Form W-8ECI, IRS Form W-8EXP or IRS Form W-8IMY (and any required attachments to such forms) or any subsequent versions thereof or successors thereto, in each case claiming complete exemption from, or reduced rate of, U.S. Federal withholding tax with respect to payments of interest hereunder. In addition, in the case of a Non-U.S. Lender claiming exemption from U.S. Federal withholding tax under Section 871(h) or 881(c) of the Code, such Non-U.S. Lender hereby represents that such Non-U.S. Lender is not a bank for purposes of Section 881(c) of the Code, is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) of the Borrower and is not a controlled foreign corporation related to the Borrower (within the meaning of Section 864(d)(4) of the Code), and such Non-U.S. Lender agrees that it shall notify the

Borrower and each Agent in the event any such representation is no longer accurate. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement or participant herein and on or before the date, if any, such Non-U.S. Lender designates a New Lending Office. In addition, each Non-U.S. Lender shall deliver such forms as promptly as practicable after receipt of a written request therefor from the Borrower or an Agent. Each Secured Party and each Participant agrees that if any form or certification it previously delivered pursuant to this Section 15.03(g) expires or becomes obsolete or inaccurate in any respect, or if a successor version of such form or certification is published, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so. Notwithstanding any other provision of this Section 15.03, a Non-U.S. Lender shall not be required to deliver any form pursuant to this Section 15.03(g) that such Non-U.S. Lender is not legally able to deliver.

(h) If any Secured Party requires the Borrower to pay any additional amount to such Secured Party or any taxing Governmental Authority for the account of such Secured Party or to indemnify such Secured Party pursuant to this Section 15.03, then such Secured Party shall use reasonable efforts to designate a different lending office for funding or booking its Advances hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if such Lender determines, in its sole discretion, that such designation or assignment (i) would eliminate or reduce amounts payable pursuant to this Section 15.03 in the future and (ii) would not subject such Secured Party to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Secured Party. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(i) Nothing in this Section 15.03 shall be construed to require any Secured Party to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

(j) *Compliance with FATCA.* Each Lender that is organized under the laws of a jurisdiction other than the United States shall comply with any certification, documentation, information or other reporting necessary to establish an exemption from withholding under FATCA and shall provide any other documentation reasonably requested by the Borrower or the Administrative Agent sufficient for the Administrative Agent and the Borrower to comply with their obligations under FATCA and to determine that such Lender has complied with such applicable reporting requirements.

Section 15.04. Costs and Expenses; Indemnification. (a) The Borrower agrees to promptly pay on demand (i) all reasonable and documented out-of-pocket costs and expenses of the Agents, the Custodian, the Collateral Administrator, the Backup Collateral Manager and the other Lenders in connection with the preparation, review, negotiation, reproduction, execution and delivery of this Agreement and the other Facility Documents, including the reasonable and documented fees and disbursements of outside counsel for each of the Administrative Agent, the Collateral Agent, the Custodian, the Collateral Administrator, the Backup Collateral Manager and the other Lenders, UCC filing fees and all other related fees and expenses in connection therewith; and in connection with any modification or amendment of this Agreement or any other Facility Document. Further,

the Borrower shall promptly pay on demand (A) all reasonable and documented out-of-pocket costs and expenses (including all reasonable fees, expenses and disbursements of legal counsel and any auditors, accountants, consultants or appraisers or other professional advisors and agents engaged by the Agents and the Lenders) incurred by the Agents and the Lenders in the preparation, execution, delivery, filing, recordation, administration, performance or enforcement of this Agreement or any other Facility Document or any consent, amendment, waiver or other modification relating thereto or the enforcement of this Agreement or any other Facility Document against the Borrower or the Collateral Manager, (B) all reasonable and documented out-of-pocket costs and expenses of creating, perfecting, releasing or enforcing the Collateral Agent's security interests in the Collateral, including filing and recording fees, expenses and taxes, stamp or documentary taxes, search fees, and title insurance premiums, and (C) after the occurrence of any Event of Default, all reasonable and documented costs and expenses incurred by the Agents and the Lenders in connection with the preservation, collection, foreclosure or enforcement of the Collateral subject to the Facility Documents or any interest, right, power or remedy of the Agents and the Lenders or in connection with the collection or enforcement of any of the Obligations or the proof, protection, administration or resolution of any claim based upon the Obligations in any insolvency proceeding, including all reasonable fees and disbursements of attorneys, accountants, auditors, consultants, appraisers and other professionals engaged by the Agents and the Lenders; *provided* that, notwithstanding the foregoing or anything to the contrary herein, in each case, the Borrower shall only be responsible for the fees, expenses and disbursements of a single primary counsel to the Agents and the Lenders and a single local counsel to the Agents and the Lenders in each relevant jurisdiction (unless there is an actual or perceived conflict of interest or the availability of different claims or defenses among the Agents and the Lenders, in which case each such similarly conflicted group of Persons may retain its own counsel). The undertaking in this Section shall survive repayment of the Obligations, any foreclosure under, or modification, release or discharge of, any or all of the Related Documents, termination of this Agreement and the resignation or replacement of the Collateral Agent. Without prejudice to its rights hereunder, the expenses and the compensation for the services of the Collateral Agent are intended to constitute expenses of administration under any applicable bankruptcy law.

(b) The Borrower agrees to indemnify and hold harmless each Secured Party and each of their Affiliates and the respective officers, directors, employees, agents, managers of, and any Person controlling any of, the foregoing (each, an "*Indemnified Party*") from and against any and all claims, damages, losses, liabilities, obligations, expenses, penalties, actions, suits, judgments and disbursements of any kind or nature whatsoever, (including the reasonable and documented fees and disbursements of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of the execution, delivery, enforcement, performance, administration of or otherwise arising out of or incurred in connection with this Agreement, any other Facility Document, any Related Document or any transaction contemplated hereby or thereby (and regardless of whether or not any such transactions are consummated and including for the avoidance of doubt the enforcement of any contractual and indemnification obligation against the Borrower or the Collateral Manager) (collectively, the "*Liabilities*"), including any such Liability that is incurred or arises out of or in connection with, or by reason of any one or more of the following: (i) preparation for a defense of any investigation, litigation or proceeding arising out of, related to or in connection with this Agreement, any other Facility Document, any Related Document or any of the transactions contemplated hereby or

thereby; (ii) any breach of any covenant by the Borrower or the Collateral Manager contained in any Facility Document; (iii) any representation or warranty made or deemed made by the Borrower or the Collateral Manager contained in any Facility Document or in any certificate, statement or report delivered in connection therewith is false or misleading; (iv) any failure by the Borrower or the Collateral Manager to comply with any Applicable Law or contractual obligation binding upon it; (v) any failure to vest, or delay in vesting, in the Collateral Agent (for the benefit of the Secured Parties) a perfected security interest in all of the Collateral free and clear of all Liens; (vi) any action or omission, not expressly authorized by the Facility Documents, by the Borrower or any Affiliate of the Borrower which has the effect of reducing or impairing the Collateral or the rights of the Agents or the Secured Parties with respect thereto; (vii) the failure to file, or any delay in filing, financing statements, continuation statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Law with respect to any Collateral, whether at the time of any Advance or at any subsequent time; (viii) any dispute, claim, offset or defense (other than the discharge in bankruptcy of an Obligor) of an Obligor to the payment with respect to any Collateral (including, without limitation, a defense based on any Collateral Loan (or the Related Documents evidencing such Collateral Loan) not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from any related property; (ix) the commingling of Collections on the Collateral at any time with other funds; (x) any failure by the Borrower to give reasonably equivalent value to the applicable seller, in consideration for the transfer by such seller to the Borrower of any item of Collateral or any attempt by any Person to void or otherwise avoid any such transfer under any statutory provision or common law or equitable action, including, without limitation, any provision of the Bankruptcy Code; (xi) the failure of the Borrower, the Collateral Manager or any of their respective agents or representatives to remit to the Collection Account, within one (1) Business Day of receipt, Collections on the Collateral Loans remitted to the Borrower, the Collateral Manager or any such agent or representative as provided in this Agreement; (xii) any environmental liabilities and (xiii) any Default or Event of Default; *provided*, that the Borrower shall not be liable (A) for any Liability or losses arising due to the deterioration in the credit quality or market value of the Collateral Loans or other Collateral hereunder to the extent that such credit quality or market value was not misrepresented in any material respect by the Borrower or any of its Affiliates or (B) to the extent any such Liability is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Party's bad faith, gross negligence or willful misconduct; *provided* however that in no event will such Indemnified Party have any liability for any special, exemplary, indirect, punitive or consequential damages in connection with or as a result of such Indemnified Party's activities related to this Agreement or any Facility Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein; *provided, further,* that any payment hereunder which relates to taxes, levies, imposes, deductions, charges and withholdings, and all liabilities (including penalties, interest and expenses) with respect thereto, or additional sums described in Sections 2.09, 2.10 or 15.03, shall not be covered by this Section 15.04(b).

(c) No Indemnified Party referred to in paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Facility Documents or the transactions contemplated hereby or thereby.

(d) The provisions of this Section 15.04 shall survive the discharge and termination of this Agreement or earlier resignation or removal of an indemnitee.

Section 15.05. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

Section 15.06. Assignability. (a) Each Lender may, with the consent of the Administrative Agent and the Borrower (in each case not to be unreasonably withheld or delayed), assign to an assignee all or a portion of its rights and obligations under this Agreement (including all or a portion of its outstanding Advances or interests therein owned by it, together with ratable portions of its Commitment); *provided* that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received notice thereof; *provided further* that:

(i) the Borrower's consent to any such assignment shall not be required if the assignee is a Permitted Assignee with respect to such assignor;

(ii) the Borrower's consent to any such assignment pursuant to this Section 15.06(a) shall not be required if an Event of Default shall have occurred and is continuing (and not been waived by the Lenders in accordance with Section 15.01); and

(iii) no such assignment shall be made to a natural person.

The parties to each such assignment shall execute and deliver to the Administrative Agent (with a copy to the Collateral Agent) an Assignment and Acceptance and the applicable tax forms required by Section 15.03(g). Notwithstanding any other provision of this Section 15.06, any Lender may at any time pledge or grant a security interest in all or any portion of its rights (including rights to payment of principal and interest) under this Agreement to secure obligations of such Lender, including any pledge or security interest granted to a Federal Reserve Bank, without notice to or consent of the Borrower or the Administrative Agent; *provided* that no such pledge or grant of a security interest shall release such Lender from any of its obligations hereunder or substitute any such pledgee or grantee for such Lender as a party hereto.

(b) The Borrower may not assign its rights or obligations hereunder or any interest herein without the prior written consent of the Agents and the Lenders.

(c) (i) Any Lender may, without the consent of the Borrower, the Administrative Agent or the Swingline Lender sell participations to one or more banks or other entities (a *"Participant"*) in all or a portion of such Lender's rights and obligations under this Agreement; *provided* that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) such Borrower, the Agents and the other Lenders shall continue to deal solely and directly with

such Lender in connection with such Lender's rights and obligations under this Agreement, and (D) each Participant shall have agreed to be bound by this Section 15.06(c) and Sections 15.09(b), 15.15 and 15.19. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any Fundamental Amendment. Sections 2.09, 2.10, and 15.03 shall apply to each Participant as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (a) of this Section; *provided* that no Participant shall be entitled to any amount under Section 2.09, 2.10, or 15.03 which is greater than the amount the related Lender would have been entitled to under any such Sections or provisions if the applicable participation had not occurred.

(ii) In the event that any Lender sells participations in any portion of its rights and obligations hereunder, such Lender as nonfiduciary agent for the Borrower shall maintain a register on which it enters the name of all participants in the Advances held by it and the principal amount (and stated interest thereon) of the portion of the Advance which is the subject of the participation (the *"Participant Register"*); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any participant or any information relating to a participant's interest in any Commitments, Advances or its other obligations under this Agreement) except to the extent that the relevant parties, acting reasonably and in good faith, determine that such disclosure is necessary to establish that such Commitment, Advance or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. Unless otherwise required by the IRS, any disclosure required by the foregoing sentence shall be made by the relevant Lender directly and solely to the IRS. An Advance may be participated in whole or in part only by registration of such participation on the Participant Register. Any participation of such Advance may be effected only by the registration of such participation on the Participant Register. The entries in the Participant Register shall be conclusive absent manifest error.

(d) The Collateral Agent, on behalf of and acting solely for this purpose as the nonfiduciary agent of the Borrower, shall maintain at its address specified in Section 15.02 or such other address as the Collateral Agent shall designate in writing to the Lenders, a copy of this Agreement and each signature page hereto and each Assignment and Acceptance delivered to and accepted by it and a register (the *"Register"*) for the recordation of the names and addresses of the Lenders and the aggregate outstanding principal amount of the outstanding Advances maintained by each Lender under this Agreement (and any stated interest thereon). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders may treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice. An Advance may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register and in accordance with this Section 15.06.

(e) Notwithstanding anything to the contrary set forth herein or in any other Facility Document, each Lender hereunder, and each Participant, must at all times be a "qualified purchaser" as defined in the Investment Company Act (a "*Qualified Purchaser*") and a "qualified

institutional buyer" as defined in Rule 144A under the Securities Act (a "*QIB*"). Each Lender represents to the Borrower, (i) on the date that it becomes a party to this Agreement (whether by being a signatory hereto or by entering into an Assignment and Acceptance) and (ii) on each date on which it makes an Advance hereunder, that it is a Qualified Purchaser and a QIB. Each Lender further agrees that it shall not assign, or grant any participations in, any of its Advances or its Commitment to (x) any Person that is not both a Qualified Purchaser and a QIB or (y) the Borrower or any of the Borrower's Affiliates.

Section 15.07. Governing Law. This Agreement and the Rights and Obligations of the Parties Under this Agreement Shall be Governed by and Construed in Accordance with the internal Law of the State of New York.

Section 15.08. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 15.09. Confidentiality. (a) Each Secured Party agrees to keep confidential all non-public information provided to it by the Borrower or the Collateral Manager with respect to the Borrower, its Affiliates, the Collateral or any other information furnished to any Secured Party pursuant to this Agreement or any other Facility Document (collectively, the *"Borrower Information"*); *provided* that nothing herein shall prevent any Secured Party from disclosing any Borrower Information (a) in connection with this Agreement and the other Facility Documents and not for any other purpose, (x) to any Secured Party or any Affiliate of a Secured Party, or (y) any of their respective Affiliates, employees, directors, agents, attorneys, accountants and other professional advisors (collectively, the *"Secured Party Representatives"*), it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Borrower Information, (b) subject to an agreement to comply with the provisions of this Section (or other provisions at least as restrictive as this Section), (i) to use the Borrower Information only in connection with this Agreement and the other Facility Documents and not for any other purpose, to any actual or bone fide prospective permitted assignees and Participants in any of the Secured Parties' interests under or in connection with this Agreement and (ii) as reasonably required by any direct or indirect contractual counterparties for professional advisors thereto, to any swap or derivative transaction relating to the Borrower and its obligations, (c) to any Governmental Authority purporting to have jurisdiction over any Secured Party or any of its Affiliates or any Secured Party Representative, (d) in response to any order of any court or other Governmental Authority or as may otherwise be required to be disclosed pursuant to any Applicable Law, (e) that is a matter of general public knowledge or that has heretofore been made available to the public by any Person other than any Secured Party or any Secured Party Representative, (f) in connection with the exercise of any remedy hereunder or under any other Facility Document, or (g) with the consent of the Borrower or to any other party to this Agreement. In addition, each Secured Party may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Secured Parties in connection with the administration and management of this Agreement and the other Facility Documents.

(b) Notwithstanding anything to the contrary contained herein or in any of the other Transaction Documents, each of the parties hereto acknowledges and agrees that the Administrative Agent or any Lender may post to a secured password-protected internet website maintained by the Administrative Agent or such Lender and required by any Rating Agency rating the commercial paper notes of any CP Conduit in connection with Rule 17g-5 (as defined below) such information as any such Rating Agency may request in connection with the confirming its rating of such commercial paper notes or that the Administrative Agent or such Lender may otherwise determine is necessary or appropriate to post to such website in furtherance of the requirements of Rule 17g-5. "Rule 17g-5" shall mean Rule 17g-5 under the Securities Exchange Act of 1934 as such may be amended from time to time, and subject to such clarification and interpretation as has been provided by the Securities and Exchange Commission in the adopting release (Amendments to Rules for Nationally Recognized Statistical Rating Organizations, Exchange Act Release No. 34-61050, 74 Fed. Reg. 63,832, 63,865 (Dec. 4, 2009)) and subject to such clarification and interpretation as may be provided by the Securities and Exchange Commission or its staff from time to time.

Section 15.10. Merger. This Agreement and the other Facility Documents executed by the Administrative Agent or the Lenders taken as a whole incorporate the entire agreement between the parties thereto concerning the subject matter thereof and such Facility Documents supersede any prior agreements among the parties relating to the subject matter thereof.

Section 15.11. Survival. All representations and warranties made hereunder, in the other Facility Documents and in any certificate delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery of this Agreement and the making of the Advances hereunder. The agreements in Sections 2.04(f), 2.09, 2.10, 2.12, 15.03, 15.04, 15.09, 15.16, 15.18 and 15.19 and this Section 15.11 shall survive the termination of this Agreement in whole or in part and the payment in full of the principal of and interest on the Advances.

Section 15.12. Submission to Jurisdiction; Waivers; Etc. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement or the other Facility Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, County of New York, the courts of the United States of America for the Southern District of New York, and the appellate courts of any of them;

(b) consents that any such action or proceeding may be brought in any court described in Section 15.12(a) and waives to the fullest extent permitted by Applicable Law any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially

similar form of mail), postage prepaid, to such party at its address set forth in Section 15.02 or at such other address as may be permitted thereunder;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding against any Secured Party arising out of or relating to this Agreement or any other Facility Document any special, exemplary, indirect, punitive or consequential damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement).

Section 15.13. Waiver of Jury Trial. Each of the parties hereto hereby irrevocably and unconditionally waives trial by jury in any legal action or proceeding relating to this Agreement or any other Facility Document or for any counterclaim therein or relating thereto.

Section 15.14. Service of Process. If the Borrower fails at any time to maintain a business office within the State of New York, it shall immediately (but no later than five (5) Business Days following such occurrence) (i) notify the Administrative Agent and (ii) appoint a process agent in accordance with the procedure set forth below.

The Borrower shall irrevocably designate, appoint and empower an agent (the *"Process Agent"*), with an office in New York, New York, as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and its properties, assets and revenues, service for any and all legal process, summons, notices and documents which may be served in any action, suit or proceeding brought in the courts listed in Section 15.12 in connection with or arising out of this Agreement or any other Facility Document. If for any reason the Process Agent shall cease to act as such and the Borrower does not at such time have a business office within the State of New York, the Borrower agrees to promptly designate new designees, appointees and agents in New York, New York on the terms and for the purposes of this Section 15.14 satisfactory to the Administrative Agent, which new designees, appointees and agents shall thereafter be deemed to be the Process Agent for all purposes of this Agreement and the other Facility Documents. The Borrower further hereby irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding by serving a copy thereof upon the Process Agent (whether or not the appointment of the Process Agent shall for any reason prove to be ineffective or the Process Agent shall accept or acknowledge such service) or by mailing copies thereof by regular or overnight mail, postage prepaid, to the Process Agent at its address specified above in this Section 15.14. The Borrower agrees that the failure of the Process Agent to give any notice of such service to it shall not impair or affect in any way the validity of such service or any judgment rendered in any action or proceeding based thereon. Nothing herein shall in any way be deemed to limit the ability of any Secured Party to serve any such legal process, summons, notices and documents in any other manner permitted by Applicable Law or to obtain jurisdiction over the Borrower or bring actions, suits or proceedings against the Borrower in such other jurisdictions, and in a manner, as may be

permitted by Applicable Law. The Borrower hereby irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions, suits or proceedings arising out of or in connection with this Agreement or any other Facility Document brought in the court chosen by any Secured Party and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Section 15.15. Waiver of Setoff. Each of the Borrowers and the Collateral Manager hereby waives any right of setoff it may have or to which it may be entitled under this Agreement from time to time against any Lender or its assets.

Section 15.16. PATRIOT Act Notice. Each Lender and each of the Administrative Agent, the Collateral Agent, the Custodian and the Backup Collateral Manager hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law on October 26, 2001)) (the *"PATRIOT Act"*), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Lenders to identify the Borrower in accordance with the PATRIOT Act. The Borrower shall provide to the extent commercially reasonable, such information and take such actions as are reasonably requested by any Lender in order to assist such Lender in maintaining compliance with the PATRIOT Act.

Section 15.17. Legal Holidays. In the event that the date of any Payment Date, date of prepayment or Final Maturity Date shall not be a Business Day, then notwithstanding any other provision of this Agreement or any Facility Document, payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the nominal date of any such Payment Date, date of prepayment or Final Maturity Date, as the case may be, and interest shall accrue on such payment for the period from and after any such nominal date to but excluding such next succeeding Business Day.

Section 15.18. Non-Petition. The Collateral Manager, the Collateral Agent, the Collateral Administrator, the Backup Collateral Manager and the Custodian each hereby agrees not to institute against, or join, cooperate with or encourage any other Person in instituting against, the Borrower any bankruptcy, reorganization, receivership, arrangement, insolvency, moratorium or liquidation proceedings or other proceedings under federal or state bankruptcy or similar laws until at least one year and one day, or if longer the applicable preference period then in effect plus one day, after the payment in full of the Advances and the termination of all Commitments. The provisions of this Section 15.18 shall survive the termination of this Agreement.

Section 15.19. CP Conduit Provisions. (a) *No Proceedings*. Each party hereto agrees, for the benefit of the holders of the privately or publicly placed indebtedness for borrowed money of any CP Conduit party hereto, to not, prior to the date which is one year and one day after the payment in full of all such indebtedness, acquiesce, petition or otherwise, directly or indirectly, invoke, or cause such CP Conduit to invoke, the process of any governmental authority for the purpose of (i) commencing or sustaining a case against such CP Conduit under any federal or state bankruptcy, insolvency or similar law (including the Bankruptcy Code), (ii) appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official for such CP Conduit,

or any substantial part of its property, or (iii) ordering the winding up or liquidation of the affairs of such CP Conduit. The provisions of this Section 15.19(a) shall survive the termination of this Agreement.

(b) *Excess Funds*. Notwithstanding any provisions contained in this Agreement to the contrary, no CP Conduit party hereto shall, nor shall be obligated to, pay any amount pursuant to this Agreement unless (i) such CP Conduit has received funds which may be used to make such payment and which funds are not required to repay its commercial paper notes when due and (ii) after giving effect to such payment, either (x) such CP Conduit could issue commercial paper notes to refinance all of its outstanding commercial paper notes (assuming such outstanding commercial paper notes matured at such time) in accordance with the program documents governing its securitization program or (y) all of such CP Conduit's commercial paper notes are paid in full. Any amount which such CP Conduit does not pay pursuant to the operation of the preceding sentence will not constitute a claim (as defined in § 101 of the Bankruptcy Code) against or obligation of such CP Conduit for any such insufficiency unless and until such CP Conduit satisfies the provisions of clauses (i) and (ii) above. Notwithstanding the foregoing, if such CP Conduit would (but for the operation of this Section 15.19) be obligated to fund any Advance hereunder, or make any other payment hereunder (including, without limitation, under Section 12.04), it shall cause its Liquidity Banks to fund such Advances, or make such payments, directly to the Borrower or to the other Persons entitled hereunder to receive such funds (and, by their execution and delivery hereof, the applicable Liquidity Banks hereby expressly agree to make such payments). The provisions of this Section 15.19(b) will survive the termination of this Agreement.

(c) *Funding*. For the avoidance of doubt, Mountcliff Funding LLC (*"Mountcliff"*) shall be the related CP Conduit for Société Générale (*"SG"*) with respect to Syndicated Advances denominated in Dollars. Mountcliff's making, funding or maintaining any such Dollar-denominated Syndicated Advance shall satisfy SG's Commitment to make, fund or maintain such Syndicated Advance, and SG's unfunded Commitment shall be reduced by the principal amount of Mountcliff's Syndicated Advances. Notwithstanding the otherwise-applicable restrictions on assignment set forth in Section 15.06(a), without the consent of any Person other than SG and Mountcliff and without delivering an Assignment and Acceptance or any new or additional tax forms, (i) SG may, with the consent of Mountcliff, at any time assign to Mountcliff all or any portion of SG's Dollar-denominated Syndicated Advances, together with SG's rights (including, without limitation, the right to receive payments of principal and interest thereon) and obligations with respect thereto, and (ii) Mountcliff may, with the consent of SG or pursuant to any purchase commitment made by SG to Mountcliff, at any time assign to SG all or any portion of Mountcliff's Dollar-denominated Syndicated Advances, together with Mountcliff's rights (including, without limitation, the right to receive payments of principal and interest thereon) and obligations with respect thereto. Promptly following any such assignment by SG to Mountcliff or by Mountcliff to SG, as the case may be, SG shall notify the Administrative Agent of such assignment and principal amount of Syndicated Advances so assigned, and the Administrative Agent shall record such assignment in the Register pursuant to Section 15.06(d).

Section 15.20. Third Party Beneficiary. The BDC shall be an express third party beneficiary of this Agreement with a right to enforce the provisions of Section 9.01 that inure to its benefit.

Section 15.21. Reserved.

Section 15.22. No Fiduciary Duty. The Administrative Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the *"Lenders"*), may have economic interests that conflict with those of the Credit Parties, their stockholders and/or their affiliates. The Borrower, the Collateral Manager and the BDC (collectively, solely for purposes of this paragraph, the *"Credit Parties"*) each agree that nothing in the Facility Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and such Credit Party, its stockholders or its affiliates, on the other. The Credit Parties acknowledge and agree that (i) the transactions contemplated by the Facility Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Credit Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Credit Party, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Credit Party, its stockholders or its Affiliates on other matters) or any other obligation to any Credit Party except the obligations expressly set forth in the Facility Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of any Credit Party, its management, stockholders, creditors or any other Person. Each Credit Party acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Credit Party agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Credit Party, in connection with such transaction or the process leading thereto.

Section 15.23. Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Advances or other obligations hereunder resulting in such Lender receiving payment of a proportion of the aggregate amount of its Advances and accrued interest thereon or other such obligations greater than its *pro rata* share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Advances and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Advances and other amounts owing them; *provided* that:

(a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(b) the provisions of this Section shall not be construed to apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a

defaulting Lender), or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Advances to any assignee or participant.

The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

Section 15.24. Judgment Currency. This is an international loan transaction in which the specification of Dollars or any Agreed Foreign Currency, as the case may be (the *"Specified Currency"*), and payment in New York City, New York or the country of the Specified Currency, as the case may be (the *"Specified Place"*), is of the essence, and the Specified Currency shall be the currency of account in all events relating to Advances denominated in the Specified Currency. The payment obligations of the Borrower under this Agreement shall not be discharged or satisfied by an amount paid in another currency or in another place, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on conversion to the Specified Currency and transfer to the Specified Place under normal banking procedures does not yield the amount of the Specified Currency at the Specified Place due hereunder. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Specified Currency into another currency (the *"Second Currency"*), the rate of exchange that shall be applied shall be the rate at which in accordance with normal banking procedures the Administrative Agent could purchase the Specified Currency with the Second Currency on the Business Day next preceding the day on which such judgment is rendered. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under any other Facility Document (in this Section called an *"Entitled Person"*) shall, notwithstanding the rate of exchange actually applied in rendering such judgment be discharged only to the extent that on the Business Day following receipt by such Entitled Person of any sum adjudged to be due hereunder in the Second Currency such Entitled Person may in accordance with normal banking procedures purchase and transfer to the Specified Place the Specified Currency with the amount of the Second Currency so adjudged to be due; and the Borrower hereby, as a separate obligation and notwithstanding any such judgment (but subject to the provisos set forth in Section 15.04(b)), agrees to indemnify such Entitled Person against, and to pay such Entitled Person on demand, in the Specified Currency, the amount (if any) by which the sum originally due to such Entitled Person in the Specified Currency hereunder exceeds the amount of the Specified Currency so purchased and transferred.

Section 15.25. Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Facility Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Facility Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Facility Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

Exhibit 14.1

JOINT CODE OF ETHICS
FOR
PENNANTPARK FLOATING RATE CAPITAL LTD.
PENNANTPARK INVESTMENT CORPORATION
PENNANTPARK PRIVATE INCOME FUND
PENNANTPARK ENHANCED INCOME FUND
PENNANTPARK INVESTMENT ADVISERS, LLC
PENNANTPARK PRIVATE INCOME FUND ADVISERS LLC

Section I Statement of General Fiduciary Principles

This Joint Code of Ethics (the "Code") has been adopted by each of PennantPark Floating Rate Capital, Ltd. ("PFLT"), PennantPark Investment Corporation ("PNNT"), PennantPark Private Income Fund ("PPIF") and PennantPark Enhanced Income Fund ("PEIF") (PFLT, PNNT, PPIF and PEIF each individually, a "Company" and together, "Companies"), and PennantPark Investment Advisers, LLC, the investment adviser to PFLT, PNNT, and PEIF ("PPIA") and PennantPark Private Income Fund Advisers LLC, investment adviser to PPIF (collectively with PPIA, the "Adviser"), in compliance with Rule 17j-1 under the Investment Company Act of 1940 (the "Act") and Section 204A of the Investment Advisers Act of 1940 (the "Advisers Act"). The purpose of the Code is to establish standards and procedures for the detection and prevention of activities by which persons having knowledge of the investments and investment intentions of the Companies may abuse their fiduciary duty to the Companies, and otherwise to deal with the types of conflict-of-interest situations to which Rule 17j-1 under the Act ("Rule 17j-1") is addressed. As it relates to Section 204A of the Advisers Act, the purpose of this Code is to establish procedures that, taking into consideration the nature of the Adviser's business, are reasonably designed to prevent misuse of material non-public information in violation of the federal securities laws by persons associated with the Adviser.

The Code is based on the principle that the directors and officers of the Companies, and the managers, partners, officers and employees of the Adviser, who provide services to the Companies, owe a fiduciary duty to the Companies to conduct their personal securities transactions in a manner that does not interfere with the Companies' transactions or otherwise take unfair advantage of their relationship with the Companies. All directors, managers, partners, officers and employees of the Companies, and the Adviser ("Covered Personnel") are expected to adhere to this general principle as well as to comply with all of the specific provisions of this Code that are applicable to them. Any Covered Personnel who is affiliated with another entity that is a registered investment adviser is, in addition, expected to comply with the provisions of the code of ethics that has been adopted by such other investment adviser.

Technical compliance with the Code will not automatically insulate any Covered Personnel from scrutiny of transactions that show a pattern of compromise or abuse of the individual's fiduciary duty to the Company. Accordingly, all Covered Personnel must seek to avoid any actual or potential conflicts between their personal interests and the interests of the Company and its shareholders. In sum, all Covered Personnel shall place the interests of the Company before their own personal interests.

Exhibit 14.1

All Covered Personnel must read and retain this Code.

Section II Definitions

(A)"Access Person" means any director, officer, general partner or Advisory Person (as defined below) of the Companies or the Adviser.

(B)An "Advisory Person" of the Company or the Adviser means: (i) any employee of the Company or the Adviser, or any company in a Control (as defined below) relationship the Company or the Adviser, who in connection with his or her regular functions or duties makes, participates in, or obtains information regarding the purchase or sale of any Covered Security (as defined below) by the Company, or whose functions relate to the making of any recommendation with respect to such purchases or sales; and (ii) any natural person in a Control relationship to the Company or the Adviser, who obtains information concerning recommendations made to the Company with regard to the purchase or sale of any Covered Security by the Company.

(C)"Beneficial Ownership" is interpreted in the same manner as it would be under Rule 16a-1(a)(2) under the Securities Exchange Act of 1934 (the "1934 Act") in determining whether a person is a beneficial owner of a security for purposes of Section 16 of the 1934 Act and the rules and regulations thereunder.

(D)"Chief Compliance Officer" means the Chief Compliance Officer of the Company (who also may serve as the compliance officer of the Adviser and/or one or more affiliates of the Adviser).

(E)"Control" shall have the same meaning as that set forth in Section 2(a)(9) of the Act.

(F)"Covered Security" means a security as defined in Section 2(a)(36) of the Act, which includes: any note, stock, treasury stock, security future, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, pre-organization certificate or subscription, transferable share, investment contract, voting-trust certificate, certificate of deposit for a security, fractional undivided interest in oil, gas, or other mineral rights, any put, call, straddle, option, or privilege on any security (including a certificate of deposit) or on any group or index of securities (including any interest therein or based on the value thereof), or any put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency, or, in general, any interest or instrument commonly known as a "security," or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing. However, a "Covered Security" does not include: (i) direct obligations of the Government of the United States; (ii) bankers' acceptances, bank certificates of deposit, commercial paper and high-quality short-term debt instruments, including repurchase agreements; and (iii) shares issued by open-end investment companies registered under the Act. References to a Covered Security in this Code (e.g., a prohibition or requirement applicable to the purchase or sale of a Covered Security) shall be deemed to refer to and to include any warrant for, option in, or security immediately convertible into that Covered Security, and shall also include any instrument that has an investment return or value that is based, in whole or in part, on that Covered Security (collectively, "Derivatives"). Therefore, except as otherwise specifically provided by this Code: (i) any prohibition or requirement of this Code applicable to the purchase or sale of a Covered Security shall also

be applicable to the purchase or sale of a Derivative relating to that Covered Security; and (ii) any prohibition or requirement of this Code applicable to the purchase or sale of a Derivative shall also be applicable to the purchase or sale of a Covered Security relating to that Derivative.

(G) "Independent Director" means a director of the Company who is not an "interested person" of the Company within the meaning of Section 2(a)(19) of the Act.

( ) "Initial Public Offering" means an offering of securities registered under the Securities Act of 1933, as amended (the "1933 Act"), the issuer of which, immediately before the registration, was not subject to the reporting requirements of Sections 13 or 15(d) of the 1934 Act.

(A)"Limited Offering" means an offering that is exempt from registration under the 1933 Act pursuant to Section 4(2) or Section 4(6) thereof or pursuant to Rule 504, Rule 505, or Rule 506 thereunder.

(B)"Restricted List" means the "Pipeline" report of potential investments combined with the current holdings of the clients. PennantPark Access Persons are restricted from trading any security on the Restricted List.

(C)"Security Held or to be Acquired" by the Company means: (i) any Covered Security which, within the most recent 15 days: (A) is or has been held by the Company; or (B) is being or has been considered by the Company or the Adviser for purchase by the Company; and (ii) any option to purchase or sell, and any security convertible into or exchangeable for, a Covered Security described in Section II (K)(i) of this Code.

(D)"17j-1 Organization" means the Company or the Adviser, as the context requires. **Section III Objective and General Prohibitions**

Covered Personnel may not engage in any investment transaction under circumstances in which the Covered Personnel benefits from or interferes with the purchase or sale of investments by the Company. In addition, Covered Personnel may not use information concerning the investments or investment intentions of the Company, or their ability to influence such investment intentions, for personal gain or in a manner detrimental to the interests of the Company.

Covered Personnel may not engage in conduct that is deceitful, fraudulent or manipulative, or that involves false or misleading statements, in connection with the purchase or sale of investments by the Company. In this regard, Covered Personnel should recognize that Rule 17j1 makes it unlawful for any affiliated person of the Company, or any affiliated person of an investment adviser for the Company, in connection with the purchase or sale, directly or indirectly, by the person of a Security Held or to be Acquired by the Company to:

(i)employ any device, scheme or artifice to defraud the Company;

(ii)make any untrue statement of a material fact to the Company or omit to state to the Company a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading;

( ) engage in any act, practice or course of business that operates or would operate as a fraud or deceit upon the Company; or

(i) engage in any manipulative practice with respect to the Company.

Covered Personnel should also recognize that a violation of this Code or of Rule 17j-1 may result in the imposition of: (1) sanctions as provided by Section VIII of this Code; or (2) administrative, civil and, in certain cases, criminal fines, sanctions or penalties.

Section IV Pre-Clearance of Personal Account Transactions; Window Period to Trade PennantPark shares

Except as noted below, all Access Persons must obtain the prior written approval of the Managing Member (or such person as the Managing Member may designate) ("Approving Officer") before engaging in any transaction in his or her Personal Account. The Approving Officer may approve the transaction if he concludes that the transaction would comply with the provisions of this Code and is not likely to have any adverse economic impact on clients. A request for preclearance must be made by email, with a copy to the Compliance Officer, in advance of the contemplated transaction. No particular form is required, but the email must include sufficient detail for the Approving Officer to decide if a trade is permissible and a statement that the Access Person has reviewed the Pipeline Report for any conflicts.

Any approval given under this paragraph will be provided by email and will remain in effect for 72 hours.

Exceptions to the Pre-Clearance Requirement Policy,

Access Persons will be allowed to trade securities of the Companies during a "window period" that may be announced following the release of Companies' earnings release. If the window is opened for trading, it will begin no earlier than the second business day after a Company publicly releases quarterly or annual financial results and extends no later than (i) 30 calendar days after the release of results (29 calendar days in all) or (ii) in the case of either Company's and the Adviser's decision to buy or sell the applicable Company's equity securities, the end of the quarterly period during which such financial results of such Company have been publicly released. Note that the ability of an officer, director or other Access Person to engage in transactions in the securities of a Company during a window period is not automatic or absolute because no trades may be made even during a window period by an individual who possesses material, nonpublic information about the Company, including any decision by the Company to buy or sell its own shares. Further, the window period may not open in a particular quarter, and it may be closed, as the case may be, prior to the expiration of 30 days or the applicable quarter end, in each case as events require.

Additionally, Independent Directors are not required to seek preapproval for any transactions other than those which would trigger reporting requirements as set forth in Section VI (C) of this Code.

Section V Prohibited Transactions

(A) An Access Person may not purchase or otherwise acquire direct or indirect Beneficial Ownership of any Covered Security on the Restricted List, and may not sell or otherwise dispose of any Covered Security on the Restricted List in which he or she has direct or indirect Beneficial Ownership, if he or she knows or should know at the time of entering into the transaction that: (1) the Company has purchased or sold the Covered Security

within the last 15 calendar days, or is purchasing or selling or intends to purchase or sell the Covered Security in the next 15 calendar days; or (2) the Adviser has within the last 15 calendar days considered purchasing or selling the Covered Security for the Company or within the next 15 calendar days intend to consider purchasing or selling the Covered Security for the Company.

(B)Every Advisory Person of the Company or the Adviser must obtain approval from the Company or the Adviser, as the case may be, before directly or indirectly acquiring Beneficial Ownership in any securities in an Initial Public Offering or in a Limited Offering. Such approval must be obtained from the Chief Compliance Officer, unless he is the person seeking such approval, in which case it must be obtained from the President of the 17j-1 Organization.

(C)No Access Person shall recommend any transaction in any Covered Securities by the Company without having disclosed to the Chief Compliance Officer his or her interest, if any, in such Covered Securities or the issuer thereof, including: the Access Person's Beneficial Ownership of any Covered Securities of such issuer; any contemplated transaction by the Access Person in such Covered Securities; any position the Access Person has with such issuer; and any present or proposed business relationship between such issuer and the Access Person (or a party which the Access Person has a significant interest).

Section VI Reports by Access Persons

(A)Personal Securities Holdings Reports.

All Access Persons shall within 10 days of the date on which they become Access Persons, and thereafter, within 30 days after the end of each calendar year, disclose the title, number of shares and principal amount of all Covered Securities in which they have a Beneficial Ownership as of the date the person became an Access Person, in the case of such person's initial report, and as of the last day of the year, as to annual reports. A form of such report, which is hereinafter called a "Personal Securities Holdings Report," is attached hereto as Schedule A. Each Personal Securities Holdings Report must also disclose the name of any broker, dealer or bank with whom the Access Person maintained an account in which any securities were held for the direct or indirect benefit of the Access Person as of the date the person became an Access Person or as of the last day of the year, as the case may be. Each Personal Securities Holdings Report shall state the date it is being submitted.

(B)Quarterly Transaction Reports.

Within 30 days after the end of each calendar quarter, each Access Person shall make a written report to the Chief Compliance Officer of all transactions occurring in the quarter in a Covered Security in which he or she had any Beneficial Ownership. A form of such report, which is hereinafter called a "Quarterly Securities Transaction Report," is attached hereto as Schedule B.

A Quarterly Securities Transaction Report shall be in the form of Schedule B or such other form approved by the Chief Compliance Officer and must contain the following information with respect to each reportable transaction:

(1) Date and nature of the transaction (purchase, sale or any other type of acquisition or disposition);

(2)Title, interest rate and maturity date (if applicable), number of shares and principal amount of each Covered Security involved and the price of the Covered Security at which the transaction was effected;

(3)Name of the broker, dealer or bank with or through whom the transaction was effected; and

(4)The date the report is submitted by the Access Person.

(C) Independent Directors.

Notwithstanding the reporting requirements set forth in this Section V, an Independent Director who would be required to make a report under this Section V solely by reason of being a director of the Company is not required to file a Personal Securities Holding Report upon becoming a director of the Company or an annual Personal Securities Holding Report. Such an Independent Director also need not file a Quarterly Securities Transaction Report unless such director knew or, in the ordinary course of fulfilling his or her official duties as a director of the Company, should have known that during the 15-day period immediately preceding or after the date of the transaction in a Covered Security by the director such Covered Security is or was purchased or sold by the Company or the Company or the Adviser considered purchasing or selling such Covered Security.

(D) Access Persons of the Adviser.

An Access Person of the Adviser need not make a Quarterly Transaction Report if all of the information in the report would duplicate information required to be recorded pursuant to Rules 204-2(a)(12) or (13) under the Advisers Act.

(E) Brokerage Accounts and Statements.

Access Persons, except Independent Directors, shall:

(1)within 10 days after the end of each calendar quarter, identify the name of the broker, dealer or bank with whom the Access Person established an account in which any securities were held during the quarter for the direct or indirect benefit of the Access Person and identify any new account(s) and the date the account(s) were established. This information shall be included on the appropriate Quarterly Securities Transaction Report.

(2)instruct the brokers, dealers or banks with whom they maintain such an account to provide duplicate account statements to the Chief Compliance Officer.

(3)on an annual basis, certify that they have complied with the requirements of (1) and (2) above.

(F) Form of Reports.

A Quarterly Securities Transaction Report may consist of broker statements or other statements that provide a list of all personal Covered Securities holdings and transactions in the time period covered by the report and contain the information required in a Quarterly Securities Transaction Report.

(G) Responsibility to Report.

It is the responsibility of each Access Person to take the initiative to comply with the requirements of this Section VI. Any effort by the Company, or by the Adviser and its

affiliates, to facilitate the reporting process does not change or alter that responsibility. A person need not make a report hereunder with respect to transactions effected for, and Covered Securities held in, any account over which the person has no direct or indirect influence or control.

(H) Where to File Reports.

All Quarterly Securities Transaction Reports and Personal Securities Holdings Reports must be filed with the Chief Compliance Officer.

(E) Disclaimers.

Any report required by this Section VI may contain a statement that the report will not be construed as an admission that the person making the report has any direct or indirect Beneficial Ownership in the Covered, Security to which the report relates.

Section VII Additional Prohibitions

(A)Confidentiality of the Company's Transactions.

Until disclosed in a public report to shareholders or to the Securities and Exchange Commission (the "SEC") in the normal course, all information concerning the securities "being considered for purchase or sale" by the Company shall be kept confidential by all Covered Personnel and disclosed by them only on a "need to know" basis. It shall be the responsibility of the Chief Compliance Officer to report any inadequacy found in this regard to the directors of the Company.

(B)Outside Business Activities and Directorships.

Access Persons may not engage in any outside business activities that may give rise to conflicts of interest or jeopardize the integrity or reputation of the Company. Similarly, no such outside business activities may be inconsistent with the interests of the Company. All directorships of public or private companies held by Access Persons shall be reported to the Chief Compliance Officer.

(C)Gratuities.

Covered Personnel shall not, directly or indirectly, take, accept or receive gifts or other consideration in merchandise, services or otherwise of more than nominal value from any person, firm, corporation, association or other entity other than such person's employer that does business, or proposes to do business, with the Company.

Section VIII Prohibition Against Insider Trading

This Section is intended to satisfy the requirements of Section 204A of the Advisers Act, which is applicable to the Adviser and requires that the Adviser establish and enforce procedures designed to prevent the misuse of material, non-public information by its associated persons. It applies to all Advisory Persons. Trading securities while in possession of material, non-public information, or improperly communicating that information to others, may expose an Advisory Person to severe penalties. Criminal sanctions may include a fine of up to $1,000,000 and/or ten years imprisonment. The SEC can recover the profits gained or losses avoided through the violative trading, a penalty of up to three times the illicit windfall, and an order permanently barring an Advisory Person from the securities industry. Finally, an Advisory Person may be sued by investors seeking to recover damages for insider trading violations.

(A) No Advisory Person may trade a security, either personally or on behalf of any other person or account (including any fund), while in possession of material, non-public information concerning that security or the issuer thereof, nor may any Advisory Person communicate material, non-public information to others in violation of the law.

(B) Information is "material" where there is a substantial likelihood that a reasonable investor would consider it important in making his or her investment decisions. Generally, this includes any information the disclosure of which will have a substantial effect on the price of a security. No simple test exists to determine when information is material; assessments of materiality involve a highly fact specific inquiry. For this reason, an Advisory Person should direct any questions about whether information is material to the Chief Compliance Officer. Material information often relates to a company's results and operations, including, for example, dividend changes, earnings results, changes in previously released earnings estimates, significant merger or acquisition proposals or agreements, major litigation, liquidation problems, and extraordinary management developments. Material information may also relate to the market for a company's securities. Information about a significant order to purchase or sell Securities may, in some contexts, be material. Prepublication information regarding reports in the financial press may also be material.

(C) Information is "public" when it has been disseminated broadly to investors in the marketplace. For example, information is public after it has become available to the general public through a public filing with the SEC or some other government agency, the Dow Jones "tape" or The Wall Street Journal or some other publication of general circulation, and after sufficient time has passed so that the information has been disseminated widely.

(D) An Advisory Person, before executing any trade for himself or herself, or others, including the Company or other accounts managed by the Adviser or by a stockholder of the Adviser, or any affiliate of the stockholder (collectively, "Client Accounts"), must determine whether he or she has material, non-public information. Any Advisory Person who believes he or she is in possession of material, non-public information must take the following steps:

(1)Report the information and proposed trade immediately to the Chief Compliance Officer.

(2)Do not purchase or sell the securities on behalf of anyone, including Client Accounts.

(3)Do not communicate the information to any person, other than to the Chief Compliance Officer.

After the Chief Compliance Officer has reviewed the issue, the Chief Compliance Officer will determine whether the information is material and non-public and, if so, what action the Advisory Person should take. An Advisory Person must consult with the Chief Compliance Officer before taking any further action. This degree of caution will protect the Advisory Person and the Adviser.

(E) To prevent and detect insider trading from occurring, the Chief Compliance Officer shall prepare and maintain a "Restricted List" in order to monitor and prevent the occurrence of insider trading in certain securities that Access Persons are prohibited or restricted from trading. The Chief Compliance Officer manages, maintains and updates the Restricted List to actually restrict trading (no buying, no selling, no shorting, no trading, etc.) in the

securities of specific issuers for personal accounts and on behalf Adviser's clients. Before executing any trade for himself or herself, Advisory Persons are required to determine whether the transaction involves a security on the Restricted List. Advisory Persons are prohibited from trading any security which appears on the Restricted List, except that, with prior approval, an Advisory Person may sell securities which were not on the Restricted List when acquired (or which were acquired at a time when the Advisory Person was not subject to such restrictions). The Restricted List must be maintained strictly confidential and not disclosed to anyone outside of the Adviser and the Company.

(F) Contacts with public companies will sometimes be a part of an Adviser's research efforts. Persons providing investment advisory services to the Company may make investment decisions on the basis of conclusions formed through such contacts and analysis of publicly available information. Difficult legal issues arise, however, when, in the course of these contacts, an Advisory Person becomes aware of material, non-public information. This could happen, for example, if a company's chief financial officer prematurely discloses quarterly results to an analyst, or an investor relations representative makes selective disclosure of adverse news to a handful of investors. In such situations, the Adviser must make a judgment as to its further conduct. To protect yourself, clients and the Adviser, you should contact the Chief Compliance Officer immediately if you believe that you may have received material, non-public information.

Section IX Annual Certification

(A)Access Persons.

Access Persons who are directors, managers, officers or employees of the Company or the Adviser shall be required to certify annually that they have read this Code and that they understand it and recognize that they are subject to it. Further, such Access Persons shall be required to certify annually that they have complied with the requirements of this Code.

(B)Board Review.

No less frequently than annually, the Company and the Adviser must furnish to the Company's board of directors/trustees, and the board must consider, a written report that: (1) describes any issues arising under this Code or procedures since the last report to the board, including, but not limited to, information about material violations of this Code or procedures and sanctions imposed in response to material violations; and (2) certifies that the Company or the Adviser, as applicable, has adopted procedures reasonably necessary to prevent Access Persons from violating this Code.

Section X Sanctions

Any violation of this Code shall be subject to the imposition of such sanctions by the 17j-1 Organization as may be deemed appropriate under the circumstances to achieve the purposes of Rule 17j-1 and this Code. The sanctions to be imposed shall be determined by the board of directors, including a majority of the Independent Directors, provided, however, that with respect to violations by persons who are directors, managers, officers or employees of the Adviser (or of a company that controls the Adviser), the sanctions to be imposed shall be determined by the Adviser (or the controlling person thereof). Sanctions may include, but are not limited to, suspension or termination of employment, a letter of censure and/or restitution of an amount equal to the difference between

the price paid or received by the Company and the more advantageous price paid or received by the offending person.

Section XI Administration and Construction

(A) The administration of this Code shall be the responsibility of the Chief Compliance Officer.

(B) The duties of the Chief Compliance Officer are as follows:

(1)Continuous maintenance of a current list of the names of all Access Persons with an appropriate description of their title or employment, including a notation of any directorships held by Access Persons who are officers or employees of the Adviser or of any company that controls the Adviser, and informing all Access Persons of their reporting obligations hereunder;

(2)On an annual basis, providing all Covered Personnel a copy of this Code and informing such persons of their duties and obligations hereunder including any supplemental training that may be required from time to time;

(3)Maintaining or supervising the maintenance of all records and reports required by this Code;

(4)Preparing listings of all transactions effected by Access Persons who are subject to the requirement to file Quarterly Securities Transaction Reports and reviewing such transactions against a listing of all transactions effected by the Company;

(5)Issuance either personally or with the assistance of counsel as may be appropriate, of any interpretation of this Code that may appear consistent with the objectives of Rule 17j-1 and this Code;

(6)Conduct such inspections or investigations as shall reasonably be required to detect and report, with recommendations, any apparent violations of this Code to the board of directors of the Company;

(7)Submission of a report to the board of directors of the Company, no less frequently than annually, a written report that describes any issues arising under the Code since the last such report, including but not limited to the information described in Section VI (B); and

(C) The Chief Financial Officer shall maintain and cause to be maintained in an easily accessible place at the principal place of business of the 17j-1 Organization, the following records:

(1)A copy of all codes of ethics adopted by the Company or the Adviser and its affiliates, as the case may be, pursuant to Rule 17j-1 that have been in effect at any time during the past five (5) years;

(2)A record of each violation of such codes of ethics and of any action taken as a result of such violation for at least five (5) years after the end of the fiscal year in which the violation occurs;

(3)A copy of each report made by an Access Person for at least two (2) years after the end of the fiscal year in which the report is made, and for an additional three (3) years in a place that need not be easily accessible;

(4)A copy of each report made by the Chief Compliance Officer to the board of directors for two (2) years from the end of the fiscal year of the Company in which such report is made or issued and for an additional three (3) years in a place that need not be easily accessible;

(5)A list of all persons who are, or within the past five (5) years have been, required to make reports pursuant to Rule 17j-1 and this Code, or who are or were responsible for reviewing such reports;

(6)A copy of each report required by Section VII (B) of this Code for at least two (2) years after the end of the fiscal year in which it is made, and for an additional three (3) years in a place that need not be easily accessible; and

(7)A record of any decision, and the reasons supporting the decision, to approve the acquisition by an Advisory Person of securities in an Initial Public Offering or Limited Offering for at least five (5) years after the end of the fiscal year in which the approval is granted.

(D) This Code may not be amended or modified except in a written form that is specifically approved by majority vote of the Independent Directors.

This Joint Code of Ethics, originally adopted December 12, 2007 and amended as of November 20, 2025, is annually reviewed and approved by the Board of Directors of the Company, including a majority of the Independent Directors/Trustees.

EXHIBIT 21.1

Subsidiaries of the Registrant

Name of entity and place of jurisdiction	Voting Securities Owned Percentage
PennantPark Floating Rate Funding I, LLC (Delaware)	100%
PennantPark Floating Rate Funding II, LLC (Delaware)	100%
PennantPark CLO I, LLC (Delaware)	100%
PennantPark CLO I, Ltd. (Cayman Islands)	100%
PennantPark CLO I Depositor, LLC (Delaware)	100%
PennantPark CLO VIII, LLC (Delaware)	100%
PennantPark CLO 11, LLC (Delaware)	100%
PennantPark-TSO Senior Loan Fund, LP (Delaware)	100%
PFLT Investment Holdings, LLC (Delaware)	100%
PFLT Investment Holdings II, LLC (Delaware)	100%
PennantPark Senior Secured Loan Fund I LLC	50% [1]

[1] This is a controlled affiliated investment.

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement on Form N-2 of PennantPark Floating Rate Capital Ltd. and Subsidiaries (the Company) of our reports dated November 24, 2025, relating to the consolidated financial statements and the effectiveness of internal control over financial reporting of the Company, appearing in the Annual Report on Form 10-K of the Company for the year ended September 30, 2025. We also consent to the use in such Registration Statement of our report dated November 24, 2025, relating to the senior securities table appearing as Exhibit 99.2 in the accompanying Form 10-K of the Company for the year ended September 30, 2025.

We also consent to the use in such Registration Statement of our report dated November 24, 2025, relating to the consolidated financial statements of PennantPark Senior Secured Loan Fund I LLC as of and for the years ended September 30, 2025 and 2024, appearing as Exhibit 99.3 and our report dated November 25, 2024, relating to the consolidated financial statements of PennantPark Senior Secured Loan Fund I LLC as of and for the years ended September 30, 2024 and 2023, appearing as Exhibit 99.4 in the accompanying Form 10-K of the Company for the year ended September 30, 2024.

We also consent to the reference to our firm under the headings “Senior Securities” in the accompanying Form 10-K and “Independent Registered Public Accounting Firm” in such Registration Statement on Form N-2.

/s/ RSM US LLP

New York, New York
November 24, 2025

EXHIBIT 31.1

CERTIFICATION PURSUANT TO SECTION 302
CHIEF EXECUTIVE OFFICER CERTIFICATION

I, Arthur H. Penn, Chief Executive Officer of PennantPark Floating Rate Capital Ltd., certify that:

1. I have reviewed this Annual Report on Form 10-K of PennantPark Floating Rate Capital Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared; and

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; and

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 24, 2025

/s/ Arthur H. Penn
Name: Arthur H. Penn
Title: Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO SECTION 302
CHIEF FINANCIAL OFFICER CERTIFICATION

I, Richard T. Allorto, Jr., Chief Financial Officer of PennantPark Floating Rate Capital Ltd., certify that:

1. I have reviewed this Annual Report on Form 10-K of PennantPark Floating Rate Capital Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared; and

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; and

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 24, 2025

/s/ Richard T. Allorto, Jr.
Name: Richard T. Allorto, Jr.
Title: Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 (18 U.S.C. 1350)

In connection with the Annual Report on Form 10-K of PennantPark Floating Rate Capital Ltd. (the "Company") for the annual period ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Arthur H. Penn, as Chief Executive Officer of the Registrant hereby certify, to the best of my knowledge that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

/s/ Arthur H. Penn
Name: Arthur H. Penn
Title: Chief Executive Officer
Date: November 24, 2025

EXHIBIT 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 (18 U.S.C. 1350)

In connection with the Annual Report on Form 10-K of PennantPark Floating Rate Capital Ltd. (the "Company") for the annual period ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard T. Allorto Jr., as Chief Financial Officer of the Registrant hereby certify, to the best of my knowledge that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

/s/ Richard T. Allorto, Jr.
Name: Richard T. Allorto, Jr.
Title: Chief Financial Officer
Date: November 24, 2025

EXHIBIT 99.2

Report of Independent Registered Public Accounting Firm

Board of Directors and Stockholders
PennantPark Floating Rate Capital Ltd. and Subsidiaries

Our audits of the consolidated financial statements and internal control over financial reporting referred to in our report dated November 24, 2025, (appearing in the accompanying Form 10-K) also included an audit of the senior securities table of PennantPark Floating Rate Capital Ltd and Subsidiaries (the Company) appearing in Part II, Item 7 in this Form 10-K. This table is the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits of the consolidated financial statements.

In our opinion, the senior securities table, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ RSM US LLP

New York, New York
November 24, 2025

PennantPark Senior Secured Loan Fund I LLC

Consolidated Financial Statements and
Independent Auditor's Report

September 30, 2025 and 2024

Contents

Independent Auditor's Report	1
Financial Statements:	
Consolidated Statements of Assets, Liabilities and Members' Equity as of September 30, 2025 and 2024	3
Consolidated Statements of Operations for the years ended September 30, 2025 and 2024	4
Consolidated Statements of Changes in Members' Equity for the years ended September 30, 2025 and 2024	5
Consolidated Statements of Cash Flows for the years ended September 30, 2025 and 2024	6
Consolidated Schedules of Investments as of September 30, 2025 and 2024	7
Notes to Consolidated Financial Statements	13

Independent Auditor's Report

Board of Directors
PennantPark Senior Secured Loan Fund I LLC

Opinion
We have audited the consolidated financial statements of PennantPark Senior Secured Loan Fund I LLC and its subsidiaries (the Fund), which comprise the consolidated statements of assets, liabilities and members' equity, including the consolidated schedule of investments, as of September 30, 2025 and 2024, the related consolidated statements of operations, changes in members' equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Fund as of September 30, 2025 and 2024, and the results of its operations, changes in members' equity and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Fund and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Fund's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

•Exercise professional judgment and maintain professional skepticism throughout the audit.

•Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

•Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Fund's internal control. Accordingly, no such opinion is expressed.

•Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

•Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Fund's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

/s/ RSM US LLP

New York, New York
November 24, 2025

PennantPark Senior Secured Loan Fund I LLC
Consolidated Statements of Assets, Liabilities and Members' Equity
($ in thousands)

	September 30, 2025	September 30, 2024
Assets		
Investments at fair value (amortized cost—$1,103,716 and $928,983, respectively)	$ 1,084,649	$ 913,281
Cash and cash equivalents (cost—$61,560 and $68,429, respectively)	61,560	68,429
Interest receivable	4,138	4,722
Receivable for investments sold	838	—
Due from affiliate	208	48
Prepaid expenses and other assets	2,296	1,642
Total assets	1,153,689	988,122
Liabilities		
Credit facility payable	74,500	146,100
2035 Asset-backed debt, net (par—$0 and $246,000, respectively and unamortized deferred financing costs of $0 and $2,066, respectively)	—	243,934
2036 Asset-backed debt, net (par—$246,000) (unamortized deferred financing costs of $1,341 and $1,628, respectively)	244,659	244,372
2037 Asset-backed debt, net (par—$246,000 and $0, respectively) (unamortized deferred financing costs of $1,904 and $0, respectively)	244,096	—
2037-R Asset-backed debt, net (par—$246,000 and $0, respectively) (unamortized deferred financing costs of $2,518 and $0, respectively)	243,481	—
Notes payable to members	271,600	271,600
Interest payable on credit facility and asset backed debt	16,868	9,281
Payable for investments purchased	—	86
Interest payable on notes to members	6,788	7,315
Accrued expenses	997	822
Due to affiliate	50	65
Total liabilities	1,103,039	923,575
Commitments and contingencies (See Note 11)		
Members' equity	50,650	64,547
Total liabilities and members' equity	$ 1,153,689	$ 988,122

PennantPark Senior Secured Loan Fund I LLC
Consolidated Statements of Operations
($ in thousands)

	Year ended September 30,	
	2025	**2024**
Investment income:		
Interest	$ 112,801	$ 109,094
Other income	1,540	1,191
Total investment income	114,341	110,285
Expenses:		
Interest and expense on credit facility and asset-backed debt	56,117	54,814
Interest expense on notes to members	34,221	34,186
Administration services expense	2,819	2,354
Other General and administrative expenses	1,556	1,464
Expenses before debt issuance costs	94,713	92,818
Debt issuance costs	200	999
Total expenses	94,913	93,817
Net investment income	19,428	16,468
Realized and unrealized gain (loss) on investments and debt:		
Net realized gain (loss) on investments	(34,323)	(8,914)
Realized loss on debt extinguishment	(1,637)	(705)
Net change in unrealized appreciation (depreciation) on investments	(3,365)	3,048
Net realized and unrealized gain (loss) on investments and debt	(39,325)	(6,571)
Net increase (decrease) in members' equity resulting from operations	$ (19,897)	$ 9,897

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PennantPark Senior Secured Loan Fund I LLC
Consolidated Statements of Changes in Members' Equity
($ in thousands)

	Year ended September 30, 2025	2024
Net change in members' equity resulting from operations:		
Net investment income	$ 19,428	$ 16,468
Net realized gain (loss) on investments	(34,323)	(8,914)
Realized loss on debt extinguishment	(1,637)	(705)
Net change in unrealized appreciation (depreciation) on investments	(3,365)	3,048
Net increase (decrease) in members' equity resulting from operations	(19,897)	9,897
Capital Transactions		
Contributions	25,000	13,500
Distributions	(19,000)	(17,000)
Net increase (decrease) in members' equity	(13,897)	6,397
Members' equity		
Beginning of year	64,547	58,150
End of year	$ 50,650	$ 64,547

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PennantPark Senior Secured Loan Fund I LLC
Consolidated Statements of Cash Flows
($ in thousands)

	Year ended September 30,	
	2025	**2024**
Cash flows from operating activities:		
Net increase (decrease) in members' equity resulting from operations	$ (19,897)	$ 9,897
Adjustments to reconcile net increase (decrease) in members' equity resulting from operations to net cash provided by (used in) operating activities:		
Net change in unrealized (appreciation) depreciation on investments	3,365	(3,048)
Net realized (gain) loss on investments	34,323	8,914
Net realized (gain) loss on extinguishment of debt	1,637	705
Net accretion of discount and amortization of premium	(5,244)	(3,797)
Purchases of investments	(425,901)	(286,191)
Payment-in-kind interest	(6,061)	(3,407)
Proceeds from disposition of investments	228,151	160,106
Amortization of deferred financing costs	1,098	1,952
(Increase) Decrease in:		
Receivable for investments sold	(838)	—
Interest receivable	584	457
Prepaid expenses and other assets	(654)	(1,152)
Due from affiliate	(160)	388
Increase (Decrease) in:		
Payables for investments purchased	(86)	(13,380)
Interest payable on credit facility and asset backed debt	7,587	(5,010)
Interest payable on notes to members	(527)	827
Due to affiliate	(15)	65
Accrued expenses	175	(37)
Net cash provided by (used in) operating activities	(182,463)	(132,711)
Cash flows from financing activities:		
Contributions by members	25,000	13,500
Distributions to members	(19,000)	(17,000)
Notes issued to members	—	31,500
Repayment of 2032 Asset-backed debt	—	(246,000)
Proceeds from 2036 Asset-backed debt issued	—	246,000
Payment of fees and expenses on 2036 Asset-backed debt issued	—	(1,806)
Proceeds from 2037 Asset-backed debt issued	246,000	—
Payment of fees and expenses on 2037 Asset-backed debt issued	(2,066)	—
Repayment of 2035 Asset-backed debt	(246,000)	—
Proceeds from 2037-R Asset-backed debt issued	246,000	—
Payment of fees and expenses on 2037-R Asset-backed debt issued	(2,740)	—
Borrowings under credit facility	212,500	196,500
Repayments under credit facility	(284,100)	(99,000)
Net cash provided by (used in) financing activities	175,594	123,694
Net increase (decrease) in cash and cash equivalents	(6,869)	(9,017)
Cash and cash equivalents, beginning of year	68,429	77,446
Cash and cash equivalents, end of year	$ 61,560	$ 68,429
Supplemental disclosure of cash flow information:		
Interest paid on credit facility and asset-backed debt	$ 48,530	$ 59,824
Interest paid on notes to members	$ 34,748	$ 33,359
Non-Cash Operating and Financing activity:		
Non-Cash exchanges and conversions	$ 26,788	$ 19,841

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PennantPark Senior Secured Loan Fund I LLC
Consolidated Schedule of Investments
September 30, 2025
($ in thousands)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value[2]
First Lien Secured Debt - 2,106.3% of Net Assets								
ACP Avenu Buyer, LLC	10/6/2023	10/2/2029	Business Services	9.29%	SOFR+500	14,825	$14,649	$14,677
ACP Falcon Buyer, Inc.	8/22/2023	8/1/2029	Business Services	9.79%	SOFR+550	18,573	18,304	18,759
Ad.net Acquisition, LLC	5/24/2021	5/7/2026	Media	10.26%	SOFR+626	11,610	11,566	11,610
Aechelon Technology, Inc.	4/10/2025	8/16/2029	Aerospace and Defense	9.91%	SOFR+575	11,640	11,640	11,640
AFC-Dell Holding Corp.	12/23/2024	4/9/2027	Distributors	9.83%	SOFR+550	7,608	7,576	7,570
Aphix Buyer, Inc.	9/3/2025	7/17/2031	Business Services	8.91%	SOFR+475	9,000	8,951	8,955
Alpine Acquisition Corp II [4]	10/11/2022	11/30/2026	Containers and Packaging			13,154	13,012	6,840
Anteriad, LLC (f/k/a MeritDirect, LLC)	4/10/2025	6/30/2026	Media: Advertising, Printing & Publishing	9.90%	SOFR+575	4,434	4,357	4,434
Anteriad, LLC (f/k/a MeritDirect, LLC) - Incremental Term Loan	4/11/2023	6/30/2026	Media: Advertising, Printing & Publishing	9.90%	SOFR+575	4,375	4,360	4,375
Arcfield Acquisition Corp.	11/11/2024	10/28/2031	Aerospace and Defense	9.31%	SOFR+500	5,955	5,946	5,925
Archer Lewis, LLC	11/22/2024	8/28/2029	Commercial Services & Supplies	9.75%	SOFR+575	9,900	9,821	9,900
Argano, LLC	1/9/2025	9/13/2029	Business Services	9.89%	SOFR+575	9,900	9,819	9,752
Azureon, LLC (F/K/A Tpcn Midco, LLC)	4/10/2025	6/26/2029	Diversified Consumer Services	9.75%	SOFR+575	4,975	4,865	4,831
Beacon Behavioral Support Services, LLC	10/9/2024	6/21/2029	Healthcare and Pharmaceuticals	9.50%	SOFR+550	17,748	17,549	17,748
Best Practice Associates, LLC	4/10/2025	11/8/2029	Aerospace and Defense	10.91%	SOFR+675	14,925	14,792	14,813
Beta Plus Technologies, Inc.	7/21/2022	7/2/2029	Business Services	9.75%	SOFR+575	4,850	4,794	4,802
Big Top Holdings, LLC	6/26/2024	3/1/2030	Business Services	9.25%	SOFR+525	14,671	14,458	14,671
BioDerm, Inc.	2/28/2023	1/31/2028	Healthcare and Pharmaceuticals	10.77%	SOFR+650	8,798	8,730	8,688
Blackhawk Industrial Distribution, Inc.	6/30/2022	9/17/2026	Distributors	9.40%	SOFR+540	14,816	14,714	14,557
BLC Holding Company, Inc.	4/10/2025	11/20/2030	Business Services	8.50%	SOFR+450	4,975	4,952	4,975
Boss Industries, LLC	4/10/2025	12/27/2030	Independent Power and Renewable Electricity Producers	9.00%	SOFR+500	4,975	4,904	4,975
Burgess Point Purchaser Corporation	10/3/2022	7/25/2029	Automotive	9.51%	SOFR+535	438	416	378
By Light Professional IT Services, LLC	8/28/2025	7/15/2031	High Tech Industries	9.66%	SOFR+550	5,000	5,000	4,963
CSMI Acquisition, LLC	3/7/2025	7/31/2029	IT Services	10.00%	SOFR+600	14,850	14,670	14,850
Capital Construction, LLC	8/28/2025	10/22/2026	Consumer Services	9.89%	SOFR+590	4,263	4,236	4,220
Carisk Buyer, Inc.	10/16/2024	12/3/2029	Healthcare Technology	9.00%	SOFR+500	9,925	9,863	9,925
Carnegie Dartlet, LLC	4/11/2025	2/7/2030	Media: Advertising, Printing & Publishing	9.66%	SOFR+550	15,090	14,897	14,939
Cartessa Aesthetics, LLC	4/11/2023	6/14/2028	Distributors	10.00%	SOFR+600	9,441	9,359	9,441
Case Works, LLC	4/10/2025	10/1/2029	Professional Services	9.25%	SOFR+525	14,887	14,783	14,218
CF512, Inc.	12/27/2021	8/20/2026	Media	10.36%	SOFR+619	6,483	6,447	6,418
Commercial Fire Protection Holdings, LLC	11/26/2024	9/23/2030	Commercial Services & Supplies	8.50%	SOFR+450	19,837	19,746	19,837
Confluent Health, LLC	1/12/2024	11/30/2028	Healthcare and Pharmaceuticals	11.66%	SOFR+750	6,637	6,479	6,206
CJX Borrower, LLC	7/29/2021	7/13/2027	Media	10.08%	SOFR+576	3,735	3,708	3,735
Crane 1 Services, Inc.	4/11/2023	8/16/2027	Commercial Services & Supplies	10.03%	SOFR+586	2,046	2,034	2,031
DRI Holding Inc.	9/15/2022	12/21/2028	Media	9.51%	SOFR+535	2,574	2,429	2,522
DRS Holdings III, Inc.	1/27/2021	11/3/2025	Consumer Goods: Durable	9.41%	SOFR+525	4,487	4,487	4,532
Duggal Acquisition, LLC	4/10/2025	9/30/2030	Marketing Services	8.75%	SOFR+475	4,950	4,909	4,950
Dynata, LLC - First Out Term Loan [5]	7/15/2024	7/17/2028	Diversified Consumer Services	9.46%	SOFR+526	1,347	1,273	1,341
Dynata, LLC - Last Out Term Loan	7/15/2024	10/16/2028	Diversified Consumer Services	9.96%	SOFR+576	8,354	8,354	6,802
EDS Buyer, LLC	4/11/2023	1/10/2029	Electronic Equipment, Instruments, and Components	8.75%	SOFR+475	8,776	8,694	8,797
Emergency Care Partners, LLC	11/11/2024	10/18/2027	Healthcare Providers and Services	9.00%	SOFR+500	5,940	5,911	5,940
Exigo Intermediate II, LLC	11/21/2022	3/15/2027	Software	10.51%	SOFR+635	12,416	12,335	12,416
ETE Intermediate II, LLC	6/12/2023	5/29/2029	Diversified Consumer Services	9.16%	SOFR+500	12,124	11,950	12,124
EvAL Home Care Solutions Intermediate, LLC	7/10/2024	5/10/2030	Healthcare and Pharmaceuticals	9.91%	SOFR+575	8,822	8,704	8,822
GGG MIDCO, LLC	4/10/2025	9/27/2030	Diversified Consumer Services	9.00%	SOFR+500	19,573	19,491	19,573
Global Holdings InterCo, LLC	6/8/2021	3/16/2026	Diversified Financial Services	9.74%	SOFR+560	3,505	3,503	3,505
Graffiti Buyer, Inc.	3/15/2022	8/10/2027	Trading Companies & Distributors	9.80%	SOFR+560	3,685	3,660	3,611
Halo Buyer, Inc.	5/22/2025	8/7/2029	Consumer Products	10.16%	SOFR+600	6,468	6,344	6,468
Hancock Roofing And Construction, LLC	1/27/2021	12/31/2026	Insurance	9.60%	SOFR+550	2,112	2,100	2,091
Harris & Co, LLC	11/26/2024	8/9/2030	Professional Services	9.16%	SOFR+500	19,800	19,650	19,627
HEC Purchaser Corp.	4/10/2025	6/17/2029	Healthcare and Pharmaceuticals	8.87%	SOFR+500	3,606	3,572	3,606
Hills Distribution, Inc.	5/3/2024	11/8/2029	Business Services	10.32%	SOFR+600	8,867	8,761	8,867
HW Holdco, LLC	4/11/2023	5/11/2026	Media	9.90%	SOFR+590	3,441	3,431	3,441
Imagine Acquisitionco, Inc.	3/15/2022	11/15/2027	Software	9.29%	SOFR+510	9,060	8,961	9,060

PennantPark Senior Secured Loan Fund I LLC
Consolidated Schedule of Investments
September 30, 2025
($ in thousands)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value[2]
Infinity Home Services Holdco, Inc.	4/11/2023	12/28/2028	Commercial Services & Supplies	10.16%	SOFR+600	5,968	5,891	5,968
Inovex Information Systems Incorporated	3/3/2025	12/17/2030	Software	9.25%	SOFR+525	8,143	8,087	8,143
Inventus Power, Inc.	7/11/2023	1/15/2026	Consumer Goods: Durable	11.78%	SOFR+761	8,081	8,062	8,081
Kinetic Purchaser, LLC	11/30/2021	11/10/2027	Personal Products	10.15%	SOFR+615	13,492	13,344	11,468
Lash OpCo, LLC	10/14/2021	2/18/2027	Personal Products	12.16%	SOFR+785	15,508	15,400	15,120
LAV Gear Holdings, Inc. - Takeback TL [5]	7/31/2025	7/31/2029	Capital Equipment	10.10%	SOFR+594	7,612	7,612	7,612
LAV Gear Holdings, Inc. - Priority TL [5]	7/31/2025	7/31/2029	Capital Equipment	10.10%	SOFR+594	2,409	2,381	2,967
Lightspeed Buyer, Inc.	1/27/2021	2/3/2027	Healthcare Providers and Services	8.75%	SOFR+475	16,232	16,187	16,232
LJ Avalon Holdings, LLC	4/11/2023	2/1/2030	Environmental Industries	8.77%	SOFR+450	2,533	2,497	2,533
Loving Tan Intermediate II, Inc.	10/25/2023	5/31/2028	Personal Products	9.00%	SOFR+500	12,279	12,164	12,279
Lucky Bucks, LLC - First-Out Term Loan [5]	12/1/2023	10/2/2028	Hotel, Gaming and Leisure	11.66%	SOFR+765	256	256	238
Lucky Bucks, LLC - Last-Out Term Loan	5/20/2024	10/2/2029	Hotel, Gaming and Leisure	11.66%	SOFR+765	529	529	426
MAG DS Corp.	9/27/2023	4/1/2027	Aerospace and Defense	9.60%	SOFR+560	2,193	2,146	2,184
Marketplace Events Acquisition, LLC	1/13/2025	12/19/2030	Media	9.12%	SOFR+525	16,915	16,769	16,915
MBS Holdings, Inc.	6/8/2021	4/16/2027	Internet Software and Services	9.30%	SOFR+510	8,244	8,186	8,244
MDI Buyer, Inc.	4/11/2023	7/25/2028	Chemicals, Plastics and Rubber	8.95%	SOFR+475	6,251	6,181	6,251
Meadowlark Acquirer, LLC	1/29/2022	12/10/2027	Professional Services	9.65%	SOFR+565	2,323	2,303	2,323
Medina Health, LLC	11/6/2023	10/20/2028	Healthcare and Pharmaceuticals	10.25%	SOFR+625	18,833	18,613	18,927
Megawatt Acquisitionco, Inc.	4/29/2024	3/1/2030	Electronic Equipment, Instruments, and Components	9.25%	SOFR+525	15,514	15,338	14,769
MOREgroup Holdings, Inc.	3/22/2024	1/16/2030	Business Services	9.25%	SOFR+525	12,935	12,788	12,935
Municipal Emergency Services, Inc.	4/11/2023	10/1/2027	Distributors	9.15%	SOFR+515	3,360	3,332	3,360
NBH Group, LLC	8/25/2021	8/19/2026	Healthcare, Education & Childcare	10.12%	SOFR+585	10,352	10,304	10,352
NORA Acquisition, LLC	10/2/2023	8/31/2029	Healthcare Providers and Services	10.35%	SOFR+635	21,059	20,761	20,901
Omnia Exterior Solutions, LLC	11/1/2024	12/31/2029	Diversified Consumer Services	9.26%	SOFR+525	16,958	16,824	16,619
One Stop Mailing, LLC	7/8/2021	5/7/2027	Air Freight and Logistics	10.53%	SOFR+636	15,484	15,358	15,484
ORL Acquisition, Inc. [5]	5/22/2025	9/3/2027	Consumer Finance	13.70%	SOFR+940	2,231	2,220	1,975
OSP Embedded Purchaser, LLC	11/19/2024	12/17/2029	Aerospace and Defense	9.76%	SOFR+575	14,900	14,695	14,691
Output Services Group, Inc. - First-Out Term Loan	12/1/2023	11/30/2028	Business Services	12.71%	SOFR+843	821	821	821
Output Services Group, Inc. - Last-Out Term Loan	12/1/2023	5/30/2028	Business Services	10.96%	SOFR+668	1,667	1,667	1,667
PCS MIDCO, Inc.	4/10/2025	3/1/2030	Diversified Consumer Services	9.75%	SOFR+575	3,833	3,787	3,833
Pacific Purchaser, LLC	1/12/2024	10/2/2028	Business Services	10.42%	SOFR+625	11,818	11,669	11,770
PAR Excellence Holdings, Inc.	10/16/24	9/3/2030	Healthcare Technology	9.17%	SOFR+500	10,933	10,836	10,741
Paving Lessor Corp. First Lien -Term Loan	8/28/2025	7/1/2031	Business Services	9.25%	SOFR+525	9,963	9,896	9,888
Penta Group Holdings, Inc.	9/8/2025	7/31/2031	Professional Services	8.81%	SOFR+450	5,000	4,979	4,975
Pink Lily Holdco, LLC [5],[7]	11/30/2021	11/9/2027	Textiles, Apparel and Luxury Goods	4.35%		8,359	8,323	3,343
Pragmatic Institute, LLC	3/28/2025	3/28/2030	Education	9.50%	SOFR+550	4,200	4,200	3,045
Project Granite Buyer, Inc.	5/22/2025	12/31/2030	Professional Services	9.75%	SOFR+575	6,467	6,375	6,532
Rancho Health MSO, Inc.	4/11/2023	6/20/2029	Healthcare Providers and Services	9.29%	SOFR+500	18,781	18,717	18,781
Recteq, LLC	2/24/2021	1/29/2026	Leisure Products	10.40%	SOFR+640	4,775	4,768	4,763
Ro Health, LLC	3/3/2025	1/17/2031	Healthcare Providers and Services	8.50%	SOFR+450	10,518	10,449	10,518
RRA Corporate, LLC	4/10/2025	8/15/2029	Diversified Consumer Services	9.25%	SOFR+525	7,700	7,639	7,654
RTIC Subsidiary Holdings, LLC	11/1/2024	5/3/2029	Leisure Products	9.75%	SOFR+575	9,875	9,758	9,776
Rural Sourcing Holdings, Inc.	9/6/2023	6/15/2029	High Tech Industries	9.92%	SOFR+575	4,303	4,245	3,873
Sabel Systems Technology Solutions, LLC	11/11/2024	10/31/2030	Government Services	9.91%	SOFR+575	5,955	5,905	5,955
Safe Haven Defense US, LLC	9/19/2024	5/23/2029	Construction and Building	9.50%	SOFR+550	9,864	9,747	9,815
Sales Benchmark Index, LLC	1/27/2021	7/7/2026	Professional Services	10.20%	SOFR+620	9,186	9,172	9,186
Sath Industries, LLC	4/10/2025	12/17/2029	Event Services	9.66%	SOFR+550	10,306	10,213	10,306
Schlesinger Global, Inc. [6]	9/30/2021	10/24/2025	Business Services	12.76%	SOFR+860	6,647	6,647	6,315
Seaway Buyer, LLC	4/11/2023	6/13/2029	Chemicals, Plastics and Rubber	10.15%	SOFR+615	4,850	4,802	4,523
Sigma Defense Systems, LLC	12/27/2021	12/20/2027	Aerospace and Defense	10.31%	SOFR+615	18,078	17,812	18,078
Smile Brands, Inc.	1/27/2021	10/12/2027	Healthcare and Pharmaceuticals	10.10%	SOFR+610	12,294	12,212	10,609
Spendmend Holdings, LLC	4/11/2023	3/1/2028	Healthcare Technology	9.15%	SOFR+515	4,029	3,989	4,029
STG Distribution, LLC - First Out New Money Term Loans [5]	10/24/2024	10/3/2029	Air Freight and Logistics	12.57%	SOFR+835	1,961	1,871	1,745
STG Distribution, LLC - Second Out Term Loans [5],[7]	5/22/2025	10/3/2029	Air Freight and Logistics	5.32%		4,535	2,562	363
SV-Aero Holdings, LLC	10/31/2024	11/1/2030	Aerospace and Defense	9.00%	SOFR+500	14,719	14,656	14,719
Systems Planning And Analysis, Inc.	3/15/2022	8/16/2027	Aerospace and Defense	8.92%	SOFR+475	14,438	14,345	14,322
TMII Enterprises, LLC	4/11/2023	12/22/2028	Commercial Services & Supplies	8.66%	SOFR+450	2,873	2,835	2,873
TCG 3.0 Jogger Acquisitionco, Inc.	4/26/2024	1/23/2029	Media	10.52%	SOFR+650	19,429	19,179	19,332
Team Services Group, LLC	10/4/2022	12/20/2027	Healthcare and Pharmaceuticals	9.56%	SOFR+525	5,327	5,141	5,305
The Bluebird Group, LLC	8/9/2021	7/28/2026	Professional Services	9.90%	SOFR+590	7,985	7,943	7,985

PennantPark Senior Secured Loan Fund I LLC
Consolidated Schedule of Investments
September 30, 2025
($ in thousands)

Issuer Name	Acquisition	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value[2]
The Vertex Companies, LLC	4/11/2023	8/31/2028	Construction and Engineering	8.93%	SOFR+475	17,482	17,309	17,395
TPC US Parent, LLC	4/11/2023	11/24/2025	Consumer Goods: Non-Durable	10.19%	SOFR+590	16,355	16,341	16,224
Transgo, LLC	1/19/2024	12/29/2028	Automotive	9.91%	SOFR+575	15,880	15,694	16,005
Tyto Athene, LLC	5/5/2021	4/3/2028	IT Services	9.19%	SOFR+490	14,604	14,530	14,238
Urology Management Holdings, Inc.	4/11/2023	6/15/2027	Healthcare and Pharmaceuticals	9.66%	SOFR+550	6,753	6,718	6,753
Walker Edison Furniture Company, LLC - Unfunded Term Loan [3],[5]	8/29/2025	3/1/2029	Wholesale	0.00%		353	-	12
Walker Edison Furniture Company, LLC - New Money DIP [5]	8/29/2025	3/1/2029	Wholesale	10.00%		134	134	136
Watchtower Buyer, LLC	5/20/2024	12/3/2029	Diversified Consumer Services	10.00%	SOFR+600	12,066	11,914	11,946
Wash & Wax Systems LLC [5]	4/30/2025	4/30/2028	Automobiles	9.81%	SOFR+550	5,847	5,947	5,964
Total First Lien Secured Debt							1,083,891	1,066,863
Subordinated Debt - 14.8% of Net Assets								
Integrative Nutrition, LLC	4/17/2025	04/15/30	Diversified Consumer Services	0.00%		1,877	1,628	1,605
Integrative Nutrition, LLC	4/17/2025	04/15/33	Diversified Consumer Services	0.00%		4,275	1,977	1,977
Wash & Wax Systems LLC	4/30/2025	07/30/28	Automobiles	12.00%		3,932	3,932	3,932
Total Subordinate Debt							7,537	7,514
Equity Securities - 20.3% of Net Assets								
48Forty Intermediate Holdings, Inc. - Common Equity	11/5/2024	—	Containers and Packaging	—	—	1,722	—	—
New Insight Holdings, Inc. - Common Equity	7/15/2024	—	Diversified Consumer Services	—	—	116,055	2,031	1,740
Lucky Bucks, LLC - Common Equity	12/1/2023	—	Hotel, Gaming and Leisure	—	—	73,870	2,062	392
Output Services Group, Inc. - Common Equity	12/1/2023	—	Business Services	—	—	126,324	1,012	1,037
Pragmatic Holdco, Inc. - Common Equity	3/28/2025	—	Education	—	—	134	—	—
Wash & Wax Group, LP - Common Equity	4/30/2025	—	Automobiles	—	—	2,493	4,449	4,593
White Tiger Newco, LLC - Common Equity [5]	7/31/2025	—	Automobiles	—	—	35,834	2,734	2,510
Total Equity Securities							12,288	10,272
Total Investments - 2,141.5% of Net Assets [3][6]							1,103,716	1,084,649
Cash and Cash Equivalents - 121.5% of Net Assets								
BlackRock Federal FD Institutional 81 (Money Market Fund)				4.11%			12,475	12,475
Blackrock Liquidity Fed Fund Inst (Money Market Fund)				4.02%			4,265	4,265
JP Morgan USD Liquidity Inst (Money Market Fund)				4.10%			14,682	14,682
JP Morgan US Government Fund (Money Market Fund)				4.02%			10,539	10,539
Goldman Sachs Financial Square Government Fund (Money Market Fund)				4.10%			5,909	5,909
Non-Money Market Cash							13,690	13,690
Total Cash and Cash Equivalents							61,560	61,560
Total Investments and Cash Equivalents —2,263.0% of Net Assets							$1,165,276	$1,146,209
Liabilities in Excess of Other Assets — (2,163.0)% of Net Assets								(1,095,559)
Members' Equity—100.0%								$50,650

(1)Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable Secured Overnight Financing Rate or "SOFR". The spread may change based on the type of rate used. The terms in the Consolidated Schedule of Investments disclose the actual interest rate in effect as of the reporting period. All securities are subject to a SOFR floor where a spread is provided, unless noted. The spread provided includes PIK interest and other fee rates, if any.
(2)Valued based on PSSL's accounting policy.
(3)Represents the purchase of a security with a delayed settlement or a revolving line of credit that is currently an unfunded investment. This security does not earn a basis point spread above an index while it is unfunded.
(4)Non-accrual security.
(5)The securities, or a portion thereof, are not 1) pledged as collateral under the Credit Facility and held through Funding I; or, 2) securing the 2037-R Asset-Backed Debt and held through PennantPark CLO VI, LLC, or, 3) securing the 2036 Asset-Backed Debt and held through PennantPark CLO II, Ltd. or, 4) securing the 2037 Asset-Backed Debt held through PennantPark CLO 12, LLC.
(6)As of September 30, 2025, all investments are in U.S companies. Total cost, fair value, and percentage of Net Assets for the U.S Companies were $1,103.7 million, $1,084.6 million and 2,141.5%.
(7)Partial PIK non-accrual security
(8)All of our investments are not registered under the 1933 Act and have restrictions on resale.

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PennantPark Senior Secured Loan Fund I LLC
Consolidated Schedule of Investments
September 30, 2024
($ in thousands)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value[2]
First Lien Secured Debt - 1,404.5% of Net Assets							
A1 Garage Merger Sub, LLC	12/22/2028	Commercial Services & Supplies	10.95%	SOFR+610	2,903	$ 2,855	$ 2,903
ACP Avenu Buyer, LLC	10/2/2029	Business Services	10.58%	SOFR+525	9,925	9,771	9,602
ACP Falcon Buyer, Inc.	8/1/2029	Business Services	10.83%	SOFR+550	18,762	18,434	18,837
Ad.net Acquisition, LLC	5/7/2026	Media	11.28%	SOFR+626	8,708	8,658	8,708
Aeronix, Inc	12/18/2028	Aerospace and Defense	9.85%	SOFR+525	15,880	15,665	15,880
Alpine Acquisition Corp II	11/30/2026	Containers and Packaging	11.30%	SOFR+610	12,722	12,481	12,213
Anteriad, LLC (f/k/a MeritDirect, LLC)	6/30/2026	Media: Advertising, Printing & Publishing	10.50%	SOFR+590	4,717	4,613	4,717
Anteriad, LLC (f/k/a MeritDirect, LLC) - Incremental Term Loan	6/30/2026	Media: Advertising, Printing & Publishing	10.50%	SOFR+590	4,625	4,584	4,625
Applied Technical Services, LLC	12/29/2026	Commercial Services & Supplies	10.50%	SOFR+590	11,155	11,058	10,988
Arcfield Acquisition Corp.	8/3/2029	Aerospace and Defense	11.56%	SOFR+625	11,115	10,967	11,059
Beacon Behavioral Services, LLC	6/21/2029	Healthcare and Pharmaceuticals	9.85%	SOFR+525	9,975	9,836	9,825
Beta Plus Technologies, Inc.	7/1/2029	Business Services	10.35%	SOFR+575	4,900	4,828	4,753
Big Top Holdings, LLC	2/28/2030	Business Services	11.18%	SOFR+625	15,423	15,167	15,423
BioDerm, Inc.	1/31/2028	Healthcare and Pharmaceuticals	11.70%	SOFR+650	8,888	8,797	8,776
Blackhawk Industrial Distribution, Inc.	9/17/2026	Distributors	11.00%	SOFR+640	14,974	14,779	14,718
BlueHalo Financing Holdings, LLC	10/31/2025	Aerospace and Defense	10.60%	SOFR+600	5,546	5,523	5,435
Broder Bros., Co.	12/4/2025	Consumer Products	10.97%	SOFR+611	2,274	2,274	2,274
Burgess Point Purchaser Corporation	9/26/2029	Automotive	10.20%	SOFR+535	442	417	416
By Light Professional IT Services, LLC	5/16/2025	High Tech Industries	12.18%	SOFR+698	13,084	13,059	13,084
Carnegie Dartlet, LLC	2/7/2030	Media: Advertising, Printing & Publishing	10.60%	SOFR+550	15,243	15,025	15,015
Cartessa Aesthetics, LLC	6/14/2028	Distributors	10.35%	SOFR+575	9,539	9,431	9,539
CF512, Inc.	8/20/2026	Media	11.21%	SOFR+619	6,751	6,682	6,649
Confluent Health, LLC	10/28/2028	Healthcare and Pharmaceuticals	8.96%	SOFR+400	6,708	6,506	6,540
Connatix Buyer, Inc.	7/13/2027	Media	10.53%	SOFR+561	3,775	3,734	3,775
Crane 1 Services, Inc.	8/16/2027	Commercial Services & Supplies	10.71%	SOFR+586	2,068	2,051	2,052
Dr. Squatch, LLC	8/31/2027	Personal Products	9.95%	SOFR+535	14,562	14,398	14,562
DRI Holding Inc.	12/21/2028	Media	10.20%	SOFR+535	2,600	2,420	2,509
DRS Holdings III, Inc.	11/3/2025	Consumer Goods: Durable	11.20%	SOFR+635	13,805	13,788	13,694
Dynata, LLC - First Out Term Loan [6]	7/15/2028	Diversified Consumer Services	10.38%	SOFR+526	1,360	1,264	1,358
Dynata, LLC - Last Out Term Loan	10/15/2028	Diversified Consumer Services	10.88%	SOFR+576	8,439	8,439	7,769
ECL Entertainment, LLC	8/31/2030	Hotel, Gaming and Leisure	8.85%	SOFR+400	4,963	4,894	4,973
EDS Buyer, LLC	1/10/2029	Electronic Equipment, Instruments, and Components	10.35%	SOFR+575	8,865	8,763	8,732
Exigo Intermediate II, LLC	3/15/2027	Software	11.20%	SOFR+635	12,546	12,418	12,484
ETE Intermediate II, LLC	5/29/2029	Diversified Consumer Services	11.56%	SOFR+650	12,249	12,032	12,249
Eval Home Solutions Intermediate, LLC	5/10/2030	Healthcare and Pharmaceuticals	10.60%	SOFR+575	9,268	9,132	9,176
Fairbanks More Defense	6/17/2028	Aerospace and Defense	9.65%	SOFR+450	10,117	10,071	10,128
Global Holdings InterCo LLC	3/16/2026	Diversified Financial Services	11.43%	SOFR+615	3,696	3,689	3,511
Graffiti Buyer, Inc.	8/10/2027	Trading Companies & Distributors	10.45%	SOFR+560	3,723	3,686	3,685
Hancock Roofing and Construction L.L.C.	12/31/2026	Insurance	10.20%	SOFR+560	2,153	2,131	2,110
HEC Purchaser Corp	6/17/2029	Healthcare and Pharmaceuticals	9.75%	SOFR+550	3,691	3,648	3,665
Hills Distribution, Inc	11/8/2029	Business Services	11.11%	SOFR+600	8,957	8,835	8,868
HW Holdco, LLC	5/10/2026	Media	11.18%	SOFR+590	3,486	3,475	3,486
Imagine Acquisitionco, LLC	11/15/2027	Software	10.20%	SOFR+510	9,154	9,018	9,108
Infinity Home Services Holdco, Inc.	12/28/2028	Commercial Services & Supplies	11.45%	SOFR+685	6,029	5,932	6,089
Integrative Nutrition, LLC	1/31/2025	Diversified Consumer Services	11.75%	SOFR+715	11,287	11,274	9,707
			(PIK 2.25%)				
Inventus Power, Inc.	6/30/2025	Consumer Goods: Durable	12.46%	SOFR+761	8,164	8,094	8,041
ITI Holdings, Inc.	3/3/2028	IT Services	10.58%	SOFR+565	3,900	3,855	3,900
Kinetic Purchaser, LLC	11/10/2027	Personal Products	10.75%	SOFR+615	13,492	13,289	13,492
Lash OpCo, LLC	2/18/2027	Personal Products	12.94%	SOFR+785	14,731	14,539	14,584
			(PIK 5.10%)				
LAV Gear Holdings, Inc. [6]	10/31/2025	Capital Equipment	11.42%	SOFR+643	12,125	12,102	11,907
LAV Gear Holdings, Inc. - Term Loan Incremental	10/31/2025	Capital Equipment	11.64%	SOFR+640	2,861	2,856	2,810
Lightspeed Buyer Inc.	2/3/2026	Healthcare Providers and Services	10.15%	SOFR+535	11,330	11,258	11,330
LJ Avalon Holdings, LLC	1/31/2030	Environmental Industries	10.48%	SOFR+525	2,559	2,516	2,559
Loving Tan Intermediate II, Inc.	5/31/2028	Consumer Products	11.10%	SOFR+650	7,407	7,288	7,296
Lucky Bucks, LLC - First-Out Term Loan [6]	10/2/2028	Hotel, Gaming and Leisure	12.77%	SOFR+765	259	259	259
Lucky Bucks, LLC - Last-Out Term Loan	10/2/2029	Hotel, Gaming and Leisure	12.77%	SOFR+765	518	518	518
MAG DS Corp	4/1/2027	Aerospace and Defense	10.20%	SOFR+550	2,218	2,143	2,085
Magenta Buyer, LLC - First-Out Term Loan	7/31/2028	Software	12.13%	SOFR+701	357	357	337
Magenta Buyer, LLC - Second-Out Term Loan	7/31/2028	Software	12.38%	SOFR+801	452	452	310
Magenta Buyer, LLC - Third-Out Term Loan	7/31/2028	Software	11.63%	SOFR+726	1,675	1,675	490
Marketplace Events, LLC - Super Priority First Lien Term Loan [6]	9/30/2025	Media: Diversified and Production	10.38%	SOFR+540	1,845	1,845	1,845
Marketplace Events, LLC - Super Priority First Lien Unfunded Term Loan [3][6]	9/30/2025	Media: Diversified and Production	0.00%		564	-	-
Marketplace Events, LLC [6]	9/30/2026	Media: Diversified and Production	10.53%	SOFR+525	4,837	4,068	4,837
MBS Holdings, Inc.	4/16/2027	Internet Software and Services	10.59%	SOFR+585	7,256	7,183	7,256
MBS Holdings, Inc. (New Issue) - Incremental	4/16/2027	Internet Software and Services	11.34%	SOFR+660	523	514	528
MBS Holdings, Inc. (New Issue) - Second Incremental	4/16/2027	Internet Software and Services	11.09%	SOFR+635	551	543	554
MDI Buyer, Inc.	7/25/2028	Chemicals, Plastics and Rubber	10.60%	SOFR+575	4,900	4,829	4,851
MDI Buyer, Inc. - Incremental	7/25/2028	Chemicals, Plastics and Rubber	11.25%	SOFR+600	1,416	1,395	1,409
Meadowlark Acquirer, LLC	12/10/2027	Professional Services	10.50%	SOFR+590	2,348	2,319	2,289

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PennantPark Senior Secured Loan Fund I LLC
Consolidated Schedule of Investments
September 30, 2024
($ in thousands)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value[2]
Medina Health, LLC	10/20/2028	Healthcare and Pharmaceuticals	10.85%	SOFR+625	19,199	18,911	19,199
Megawatt Acquisitionco, Inc	3/1/2030	Electronic Equipment, Instruments, and Components	9.85%	SOFR+525	15,671	15,453	14,794
Mission Critical Electronics, Inc.	3/31/2025	Capital Equipment	10.50%	SOFR+590	5,551	5,551	5,551
MOREGroup Holdings, Inc	1/16/2030	Business Services	10.35%	SOFR+575	13,067	12,891	12,871
Municipal Emergency Services, Inc.	9/28/2027	Distributors	9.75%	SOFR+515	3,395	3,355	3,395
NBH Group LLC	8/19/2026	Healthcare, Education & Childcare	11.05%	SOFR+585	10,602	10,504	10,284
NORA Acquisition, LLC	8/31/2029	Healthcare Providers and Services	10.95%	SOFR+635	21,274	20,913	21,274
One Stop Mailing, LLC	5/7/2027	Air Freight and Logistics	11.21%	SOFR+636	15,682	15,480	15,682
ORL Acquisitions, Inc.	9/3/2027	Consumer Finance	14.00%	SOFR+940	2,140	2,124	1,819
			(PIK 7.50%)				
Output Services Group, Inc - First-Out Term Loan	11/30/2028	Business Services	13.75%	SOFR+843	821	821	821
Output Services Group, Inc - Last-Out Term Loan	5/30/2028	Business Services	12.00%	SOFR+668	1,667	1,667	1,667
Owl Acquisition, LLC	2/4/2028	Professional Services	10.20%	SOFR+535	3,893	3,842	3,825
Ox Two, LLC	5/18/2026	Construction and Building	11.12%	SOFR+651	4,307	4,282	4,307
Pacific Purchaser, LLC	9/30/2028	Business Services	11.51%	SOFR+625	11,938	11,745	11,914
PCS Midco, Inc	3/1/2030	Diversified Consumer Services	10.81%	SOFR+575	3,871	3,818	3,871
PH Beauty Holdings III, Inc.	9/29/2025	Wholesale	10.17%	SOFR+543	9,391	9,289	9,302
PL Acquisitionco, LLC	11/9/2027	Textiles, Apparel and Luxury Goods	11.99%	SOFR+725	7,816	7,733	6,253
			(PIK 4.00%)				
Pragmatic Institute, LLC [5]	7/6/2028	Education	12.35%	SOFR+750	11,855	11,480	7,261
			(PIK 12.35%)				
Quantic Electronics, LLC	11/19/2026	Aerospace and Defense	10.95%	SOFR+635	2,775	2,758	2,761
Rancho Health MSO, Inc.	12/18/2025	Healthcare Providers and Services	10.85%	SOFR+560	1,016	1,016	1,016
Reception Purchaser, LLC	2/28/2028	Air Freight and Logistics	10.75%	SOFR+615	4,875	4,828	3,656
Recteq, LLC	1/29/2026	Leisure Products	11.75%	SOFR+715	4,825	4,796	4,777
RTIC Subsidiary Holdings, LLC	5/3/2029	Consumer Goods: Durable	10.35%	SOFR+575	9,975	9,830	9,776
Rural Sourcing Holdings, Inc. (HPA SPQ Merger Sub, Inc.)	6/15/2029	High Tech Industries	10.35%	SOFR+575	4,336	4,266	4,282
Safe Haven Defense US, LLC	5/23/2029	Construction and Building	9.85%	SOFR+525	9,973	9,830	9,873
Sales Benchmark Index LLC	1/3/2025	Professional Services	10.80%	SOFR+620	9,268	9,260	9,268
Sargent & Greenleaf Inc.	12/20/2024	Wholesale	12.45%	SOFR+760	4,916	4,906	4,916
			(PIK 1.00%)				
Schlesinger Global, Inc.	7/14/2025	Business Services	13.20%	SOFR+835	12,388	12,387	12,078
			(PIK 0.50%)				
Seaway Buyer, LLC	6/13/2029	Chemicals, Plastics and Rubber	10.75%	SOFR+615	4,900	4,842	4,729
Sigma Defense Systems, LLC	12/18/2027	Aerospace and Defense	11.50%	SOFR+690	18,620	18,370	18,434
Simplicity Financial Marketing Group Holdings, Inc	12/2/2026	Diversified Financial Services	11.00%	SOFR+640	11,359	11,206	11,472
Skopima Consilio Parent, LLC	5/17/2028	Business Services	9.46%	SOFR+461	1,290	1,268	1,289
Smartronix, LLC	11/23/2028	Aerospace and Defense	10.35%	SOFR+610	4,863	4,800	4,863
Smile Brands Inc.	10/14/2025	Healthcare and Pharmaceuticals	10.20%	SOFR+550	11,887	11,860	10,520
			(PIK 1.50%)				
Solutionreach, Inc.	7/17/2025	Healthcare and Pharmaceuticals	12.40%	SOFR+715	4,582	4,560	4,582
Spendmend Holdings LLC	3/1/2028	Healthcare Technology	10.25%	SOFR+565	4,070	4,017	4,070
Summit Behavioral Healthcare, LLC	11/24/2028	Healthcare and Pharmaceuticals	9.31%	SOFR+425	1,777	1,700	1,653
System Planning and Analysis, Inc. (f/k/a Management Consulting & Research, LLC)	8/16/2027	Aerospace and Defense	10.26%	SOFR+500	14,588	14,445	14,558
TCG 3.0 Jogger Acquisitionco	1/23/2029	Media	11.10%	SOFR+650	19,626	19,312	19,430
Team Services Group, LLC	11/24/2028	Healthcare and Pharmaceuticals	9.95%	SOFR+500	343	332	338
Teneo Holdings, LLC	3/13/2031	Business Services	9.60%	SOFR+475	5,473	5,418	5,490
The Bluebird Group LLC	07/27/26	Professional Services	11.25%	SOFR+665	8,521	8,427	8,521
The Vertex Companies, LLC	08/31/27	Construction and Engineering	10.95%	SOFR+610	7,636	7,538	7,639
TPC Canada Parent, Inc. and TPC US Parent, LLC	11/24/25	Consumer Goods: Non-Durable	10.84%	SOFR+565	16,524	16,394	16,524
Transgo, LLC	12/29/28	Automotive	10.60%	SOFR+575	18,552	18,293	18,552
TWS Acquisition Corporation	06/16/25	Diversified Consumer Services	11.33%	SOFR+640	943	943	943
Tyto Athene, LLC	04/01/28	IT Services	10.23%	SOFR+490	14,670	14,585	14,376
Urology Management Holdings, Inc.	06/15/26	Healthcare and Pharmaceuticals	10.76%	SOFR+550	6,823	6,742	6,755
Walker Edison Furniture Company LLC [4][6]	03/01/29	Wholesale	0.00%		5,441	4,986	490
Walker Edison Furniture Company LLC - Junior Revolving Credit Facility [4][6]	03/01/29	Wholesale	0.00%		1,667	1,667	1,667
Walker Edison Furniture Company LLC - DDTL - Unfunded [3][4][6]	03/01/29	Wholesale	0.00%		83	-	(76)
Watchtower Buyer, LLC	12/03/29	Diversified Consumer Services	10.60%	SOFR+600	12,189	12,007	12,067
Wildcat Buyerco, Inc.	02/27/27	Electronic Equipment, Instruments, and Components	10.60%	SOFR+575	16,014	15,916	16,014
Zips Car Wash, LLC	12/31/24	Automobiles	12.46%	SOFR+740	16,736	16,722	15,983
			(PIK 1.50%)				
Total First Lien Secured Debt						920,485	906,532
Equity Securities - 10.5% of Net Assets							
New Insight Holdings, Inc.	—	Diversified Consumer Services	—	—	116,055	$ 2,031	$ 2,031
Lucky Bucks, LLC	—	Hotel, Gaming and Leisure	—	—	73,870	2,062	904
New MPE Holdings, LLC	—	Media: Diversified and Production	—	—	47	-	2,710
Output Services Group, Inc	—	Business Services	—	—	126,324	1,012	1,104
Walker Edison Furniture - Common Equity	—	Wholesale	—	—	36,458	3,393	-
Total Equity Securities						8,498	6,749
Total Investments - 1,415.0% of Net Assets						928,983	913,281
Cash and Cash Equivalents - 106.0% of Net Assets							

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PennantPark Senior Secured Loan Fund I LLC
Consolidated Schedule of Investments
September 30, 2024
($ in thousands)

BlackRock Federal FD Institutional 30	68,429	68,429
Total Cash and Cash Equivalents	68,429	68,429
Total Investments and Cash Equivalents —1,521.0% of Net Assets	$ 997,412	$ 981,710
Liabilities in Excess of Other Assets — (1,421.0)% of Net Assets		(917,163)
Members' Equity—100.0%		$ 64,547

(1)Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable Secured Overnight Financing Rate or "SOFR". The spread may change based on the type of rate used. The terms in the Consolidated Schedule of Investments disclose the actual interest rate in effect as of the reporting period. All securities are subject to a SOFR floor where a spread is provided, unless noted. The spread provided includes PIK interest and other fee rates, if any.
(2)Valued based on PSSL's accounting policy.
(3)Represents the purchase of a security with a delayed settlement or a revolving line of credit that is currently an unfunded investment. This security does not earn a basis point spread above an index while it is unfunded.
(4)Non-accrual security
(5)Partial PIK non-accrual security
(6)The securities, or a portion thereof, are not 1) pledged as collateral under the Credit Facility and held through Funding I; or, 2) securing the 2035 Asset-Backed Debt and held through PennantPark CLO VI, LLC, or, 3) securing the 2036 Asset-Backed Debt and held through PennantPark CLO II, Ltd.
(7)As of September 30, 2024, all investments are in U.S companies. Total cost, fair value, and percentage of Net Assets for the U.S Companies were $929.0 million, $913.3 million and 1,415.0%.
(8)All of our investments are not registered under the 1933 Act and have restrictions on resale.

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1.ORGANIZATION

PennantPark Senior Secured Loan Fund I LLC ("PSSL"), is organized as a Delaware limited liability company and commenced operations in May 2017. PSSL is a joint venture between PennantPark Floating Rate Capital Ltd. ("PFLT") and Trinity Universal Insurance Company, a subsidiary of Kemper Corporation (NYSE: KMPR), ("Kemper"). In this report, except where the context suggests otherwise, the terms “Company,” “we,” “our,” or “us” refer to PSSL and its consolidated subsidiary.

The Company's investment objectives are to generate current income and capital appreciation while seeking to preserve capital. We seek to achieve our investment objective by investing primarily in loans bearing a variable-rate of interest, or floating rate loans, and other investments made to U.S. middle-market companies whose debt is rated below investment grade. Floating rate loans pay interest at variable rates, which are determined periodically, on the basis of a floating base lending rate such as the Secured Overnight Financing Rate ("SOFR"), with or without a floor, plus a fixed spread.

PFLT and Kemper (individually a "Member" and collectively the "Members") provide capital to PSSL in the form of notes and equity interests. As of September 30, 2025 and 2024, PFLT and Kemper owned 87.5% and 12.5%, respectively, of each of the outstanding notes and equity interests. The administrative agent of the Company is PennantPark Investment Administration, LLC, (the "Administrative Agent"). The Bank of New York Mellon Corporation, or the Sub-Administrator, provides certain services to the Administrative Agent with respect to certain accounting matters and has the responsibility for the official books and records.

PFLT and Kemper each appointed two members to PSSL’s four-person board of directors and investment committee. All material decisions with respect to PSSL, including those involving its investment portfolio, require unanimous approval of a quorum of the board of directors or investment committee. Quorum is defined as (i) the presence of two members of the board of directors or investment committee; provided that at least one individual is present that was elected, designated or appointed by each of the Members; (ii) the presence of three members of the board of directors or investment committee, provided that the individual that was elected, designated or appointed by the Member with only one individual present shall be entitled to cast two votes on each matter; and (iii) the presence of four members of the board of directors or investment committee shall constitute a quorum, provided that two individuals are present that were elected, designated or appointed by each of the Members.

Pennant Park Senior Secured Loan Facility II, LLC ("PSSL II"), a wholly-owned subsidiary of PSSL, was formed in January 2021 for the purpose of entering into a senior secured revolving credit facility with Ally Bank (see Note 10).

PennantPark CLO II, Ltd. ("CLO II") is a wholly-owned subsidiary and was formed in January 2021 for the purpose of executing a debt securitization (See Note 10).

PennantPark CLO VI, LLC ("CLO VI") is a wholly-owned subsidiary and was formed in April 2023 for the purpose of executing a debt securitization (See Note 10).

PennantPark CLO 12, LLC ("CLO 12") is a wholly-owned subsidiary and was formed in April 2025 for the purpose of executing a debt securitization (See Note 10).

2. SIGNIFICANT ACCOUNTING POLICIES

PSSL is considered an investment company under U.S. generally accepted accounting principles ("GAAP") and follows the accounting and reporting guidance applicable to investment companies in the Financial Accounting Standards Board Accounting Standards Codification Topic 946. References to the Accounting Standards Codification, as amended ("ASC"), serves as a source of accounting literature. Subsequent events are evaluated and recognized or disclosed as appropriate for events occurring through the date the consolidated financial statements are available to be issued. The preparation of our consolidated financial statements in conformity with GAAP requires the Company to make estimates and assumptions that affect the reported amount of our assets and liabilities at the date of the consolidated financial statements and the reported amounts of income and expenses during the reported periods. In the opinion of the Company, all adjustments, which are of a normal recurring nature, considered necessary for the fair presentation of financial statements have been included. Actual results could differ from these estimates due to changes in the economic and regulatory environment, financial markets and any other parameters used in determining such estimates and assumptions. All intercompany balances and transactions have been eliminated in consolidation.

Our significant accounting policies consistently applied are as follows:

(a) Investment Valuations

We expect that there may not be readily available market values for many of our investments, which are or will be in our portfolio, and we value such investments at fair value as determined in good faith by or under the direction of our board of directors using a documented valuation policy, described herein, and a consistently applied valuation process. With respect to investments for which there is no readily available market value, the factors that the board of directors may consider in pricing our investments at fair value include, as relevant, the nature and realizable value of any collateral, the portfolio company's ability to make payments and its earnings and discounted cash flow, the markets in which the portfolio company does business, comparison to publicly traded securities and other relevant factors. When an external event such as a purchase transaction, public offering or subsequent equity sale occurs, we consider the pricing indicated by the external event in determining our valuation. Due to the inherent uncertainty of determining the fair value of investments that do not have a readily available market value, the price used in an actual transaction may be different than our valuation and the difference may be material. See Note 4.

Our portfolio generally consists of illiquid securities, including debt investments. With respect to investments for which market quotations are not readily available, or for which market quotations are deemed not reflective of the fair value, our board of directors undertakes a multi-step valuation process each quarter, as described below:

(1)Our quarterly valuation process begins with each portfolio company or investment being initially valued by the investment professionals of PennantPark Investment Advisers, LLC, the investment adviser to PFLT, responsible for the portfolio investment;

(2)Preliminary valuation conclusions are then documented and discussed with the management of PennantPark Investment Advisers, LLC;

(3)Our board of directors also engages independent valuation firms to conduct independent appraisals of our investments for which market quotations are not readily available or are readily available but deemed not reflective of the fair value of the investment. The independent valuation firms review PennantPark Investment Advisers, LLC's preliminary valuations in light of their own independent assessment and also in light of any market quotations obtained from an independent pricing service, broker, dealer or market maker;

(4)Our board of directors reviews the preliminary valuations of PennantPark Investment Advisers, LLC and those of the independent valuation firms on a quarterly basis, periodically assesses the valuation methodologies of the independent valuation firms, and responds to and supplements the valuation recommendations of the independent valuation firms to reflect any comments; and

(5)Our board of directors assesses these valuations and determines the fair value of each investment in our portfolio in good faith, based on the input of PennantPark Investment Advisers, LLC and the respective independent valuation firms.

Our board of directors generally uses market quotations to assess the value of our investments for which market quotations are readily available. We obtain these market values from independent pricing services or at bid prices obtained from at least two brokers or dealers, if available, or otherwise from a principal market maker or a primary market dealer. PennantPark Investment Advisers, LLC assesses the source and reliability of bids from brokers or dealers. If the board of directors has a bona fide reason to believe any such market quote does not reflect the fair value of an investment, it may independently value such investments by using the valuation procedure that it uses with respect to assets for which market quotations are not readily available.

(b) Security Transactions, Revenue Recognition, and Realized/Unrealized Gains or Losses

Security transactions are recorded on a trade date basis. We record interest income on an accrual basis to the extent that we expect to collect such amounts. For loans and debt investments with contractual payment-in-kind, or PIK interest, which represents interest accrued and added to the loan balance that generally becomes due at maturity, we will generally not accrue PIK interest when the portfolio company valuation indicates that such PIK interest is not collectable. We do not accrue as a receivable, interest

on loans and debt investments if we have reason to doubt our ability to collect such interest. Loan origination fees, original issue discount ("OID"), market discount or premium and deferred financing costs on liabilities, which we do not fair value, are capitalized and then accreted or amortized using the effective interest method as interest income or, in the case of deferred financing costs, as interest expense. Dividend income, if any, is recognized on an accrual basis on the ex-dividend date to the extent that we expect to collect such amounts. From time to time, the Company receives certain fees from portfolio companies, which are non-recurring in nature. Such fees include loan prepayment penalties, structuring fees and amendment fees, and are recorded as other investment income when earned.

Loans are placed on non-accrual status when principal or interest payments are past due 30 days or more and/or if there is reasonable doubt that principal or interest will be collected. Accrued interest receivable is generally reversed when a loan is placed on non-accrual status. Interest payments received on non-accrual loans may be recognized as income or applied to principal depending upon the Company' judgment. Non-accrual loans are restored to accrual status when past due principal and interest is paid and, in the Company' judgment, are likely to remain current. As of September 30, 2025, we had three portfolio companies on non-accrual, representing 2.2% and 1.0% of our overall portfolio on a cost and fair value basis. As of September 30, 2024, we had two portfolio companies on non-accrual, representing 2.0% and 1.0% of our overall portfolio on a cost and fair value basis.

We measure realized gains or losses by the difference between the net proceeds from the repayment or sale and the amortized cost basis of the investment, using the specific identification method, without regard to unrealized appreciation or depreciation previously recognized, but considering prepayment penalties. Net change in unrealized appreciation or depreciation reflects the change in the fair values of our portfolio investments during the reporting period, including any reversal of previously recorded unrealized appreciation or depreciation, when gains or losses are realized.

(c) Income Taxes

PSSL is classified as a partnership for U.S. federal income tax purposes and is not subject to U.S. federal income tax. Accordingly, no provisions for U.S. income taxes have been made. The Members are responsible for reporting their share of the PSSL's income or loss on their U.S. income tax returns.

In accordance with FASB ASC Topic 740, the Company is required to determine whether a tax position of PSSL is more likely than not, based on the technical merits of the position, to be sustained upon examination including resolution of any related appeals or litigation processes. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. De-recognition of a tax benefit previously recognized could result in PSSL recording a tax liability that would reduce members' capital.

As of and for the years ended September 30, 2025 and 2024, management has determined that there were no material uncertain income tax positions.

(d) Foreign Currency Translation

Our books and records are maintained in U.S. dollars. Any foreign currency amounts are translated into U.S. dollars on the following basis:

1. Fair value of investment securities, other assets and liabilities – at the exchange rates prevailing at the end of the applicable period; and

2. Purchases and sales of investment securities, income and expenses – at the exchange rates prevailing on the respective dates of such transactions.

Although Members' capital and fair values are presented based on the applicable foreign exchange rates described above, we do not isolate that portion of the results of operations due to changes in foreign exchange rates on investments, other assets and debt from the fluctuations arising from changes in fair values of investments held. Such fluctuations are included with the net realized and unrealized gain or loss from investments.

Foreign security and currency translations may involve certain considerations and risks not typically associated with investing in U.S. companies and U.S. government securities. These risks include, but are not limited to, currency fluctuations and revaluations

and future adverse political, social and economic developments, which could cause investments in foreign markets to be less liquid and prices to be more volatile than those of comparable U.S. companies or U.S. government securities.

(e) Consolidation

As explained by ASC paragraph 946-810-45, PSSL will generally not consolidate its investment in a company other than an investment company subsidiary or a controlled operating company whose business consists of providing services to us.

(f) Recent Accounting Pronouncements

In March 2020, the FASB issued Accounting Standards Update, or ASU, No. 2020-04, "Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting" or ASU 2020-04. The guidance provides optional expedients and exceptions for applying GAAP to contract modifications, hedging relationships and other transactions, subject to meeting certain criteria, that reference LIBOR or another reference rate expected to be discontinued because of the reference rate reform. ASU 2020-04 is effective for all entities as of March 12, 2020 through December 31, 2022. The Company utilized the optional expedients and exceptions provided by ASU 2020-04 during the year ended September 30, 2023, the effect of which was not material to the consolidated financial statements and the notes thereto.

In June 2022, the FASB issued Accounting Standards Update No. 2022-03, "Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions," or ASU 2022-03, which changed the fair value measurement disclosure requirements of ASC Topic 820, Fair Value Measurements and Disclosures, or ASC 820. The amendments clarify that a contractual restriction on the sale of an equity security is not considered part of the unit of account of the equity security and, therefore, is not considered in measuring fair value. The amendments also clarify that an entity cannot, as a separate unit of account, recognize and measure a contractual sale restriction. The new guidance is effective for fiscal years beginning after December 15, 2023, including interim periods therein. Early application is permitted. The Company as adopted this new accounting standard and the effect was not material to the consolidated financial statements.

3. AGREEMENTS AND RELATED PARTY TRANSACTIONS

On June 10, 2022, the Company issued a capital call to PFLT totaling $28.4 million consisting of Member notes of $19.9 million and equity interest of $8.5 million. PFLT fulfilled the capital call by contributing $28.0 million of securities and $0.4 million in cash to the Company.

For the years ended September 30, 2025 and 2024, PSSL purchased $379.7 million and $253.6 million, in investments from PFLT, respectively.

As of September 30, 2025 and 2024, PSSL had a receivable from PFLT of $0.1 million and none, respectively, presented as a component of due from affiliate on the consolidated statements of assets, liabilities and members' equity. These amounts are related to cash owed to PSSL from PFLT in connection with trades between funds. Additionally, PSSL had a receivable from the Administrative Agent of $0.1 million and $0.1 million as of September 30, 2025 and September 30, 2024 respectively related to loan agency fees received by the Administrative Agent and owed to PSSL. Due to affiliate of $0.1 million and $0.1 million as of September 30, 2025 and September 30, 2024, respectively, for expenses paid on our behalf.

For the years ended September 30, 2025 and 2024, PSSL incurred $2.8 million and $2.4 million of administration fees to the Administrative Agent, respectively. The Administrative Agent provides administration services to PSSL at an annual rate of 0.25% of average gross assets payable quarterly in arrears and calculated based on average gross assets measured at cost at the end of the two recently completed calendar quarters.

For the years ended September 30, 2025 and 2024, PSSL incurred $34.2 million and $34.2 million of interest expense related to the notes outstanding with the Members, respectively.

As of September 30, 2025 and 2024, Accounts payable and accrued expenses includes $0.7 million and $0.6 million respectively of Administration services payable to the Administrative Agent, respectively.

4. FAIR VALUE OF FINANCIAL INSTRUMENTS

Fair value, as defined under ASC 820, is the price that we would receive upon selling an investment or pay to transfer a liability in an orderly transaction to a market participant in the principal or most advantageous market for the investment or liability. ASC 820 emphasizes that valuation techniques maximize the use of observable market inputs and minimize the use of unobservable inputs. Inputs refer broadly to the assumptions that market participants would use in pricing an asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs reflect the assumptions market participants would use in pricing an asset or liability based on market data obtained from sources independent of us. Unobservable inputs reflect the assumptions market participants would use in pricing an asset or liability based on the best information available to us on the reporting period date.

ASC 820 classifies the inputs used to measure these fair values into the following hierarchies:

Level 1: Inputs that are quoted prices (unadjusted) in active markets for identical assets or liabilities, accessible by us at the measurement date.

Level 2: Inputs that are quoted prices for similar assets or liabilities in active markets, or that are quoted prices for identical or similar assets or liabilities in markets that are not active and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term, if applicable, of the financial instrument.

Level 3: Inputs that are unobservable for an asset or liability because they are based on our own assumptions about how market participants would price the asset or liability.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Generally, most of our investments are classified as Level 3. Due to the inherent uncertainty of determining the fair value of investments that do not have a readily available market value, the price used in an actual transaction may be different than our valuation and those differences may be material.

The inputs into the determination of fair value may require significant management judgment or estimation. Even if observable market data is available, such information may be the result of consensus pricing information, disorderly transactions or broker quotes which include a disclaimer that the broker would not be held to such a price in an actual transaction. The non-binding nature of consensus pricing and/or quotes accompanied by disclaimer would result in classification as Level 3 information, assuming no additional corroborating evidence were available. Corroborating evidence that would result in classifying these non-binding broker/dealer bids as a Level 2 asset includes observable market-based transactions for the same or similar assets or other relevant observable market-based inputs that may be used in pricing an asset.

Our investments are generally structured as debt in the form of first lien secured debt, but may also include second lien secured debt, subordinated debt and equity investments. The transaction price, excluding transaction costs, is typically the best estimate of fair value at inception. Ongoing reviews by the Members and independent valuation firms are based on an assessment of each underlying investment, incorporating valuations that consider the evaluation of financing and sale transactions with third parties, expected cash flows and market-based information including comparable transactions, performance multiples and yields, among other factors. These non-public investments using unobservable inputs are included in Level 3 of the fair value hierarchy.

A review of fair value hierarchy classifications is conducted on a quarterly basis. Changes in our ability to observe valuation inputs may result in a reclassification for certain financial assets or liabilities.

In addition to using the above inputs in valuing cash equivalents and investments, we employ the valuation policy approved by our board of directors that is consistent with ASC 820. Consistent with our valuation policy, we evaluate the source of inputs, including any markets in which our investments are trading, in determining fair value. See Note 2.

As outlined in the table below, some of our Level 3 investments using a market comparable valuation technique are valued using the average of the bids from brokers or dealers. The bids include a disclaimer, may not have corroborating evidence, may be the result of a disorderly transaction and may be the result of consensus pricing. The Members assess the source and reliability of bids from brokers or dealers. If the board of directors has a bona fide reason to believe any such market quote does not reflect the fair value of an investment, it may independently value such investments by using the valuation procedure that it uses with respect to assets for which market quotations are not readily available.

Some of our investments can also be valued using a market comparable or an enterprise market value technique. With respect to investments for which there is no readily available market value, the factors that the board of directors may consider in pricing our investments at fair value include, as relevant, the nature and realizable value of any collateral, the portfolio company's ability to make payments, its earnings and discounted cash flow, the markets in which the portfolio company does business, comparison to publicly traded securities and other relevant factors. When an external event such as a purchase transaction, public offering or subsequent equity sale occurs, the pricing indicated by the external event, excluding transaction costs, is used to corroborate the valuation. When using earnings multiples to value a portfolio company, the multiple used requires the use of judgment and estimates in determining how a market participant would price such an asset. These non-public investments using unobservable inputs are included in Level 3 of the fair value hierarchy. Generally, the sensitivity of unobservable inputs or combination of inputs such as industry comparable companies, market outlook, consistency, discount rates and reliability of earnings and prospects for growth, or lack thereof, affects the multiple used in pricing an investment. As a result, any change in any one of those factors may have a significant impact on the valuation of an investment. Generally, an increase in a market yield will result in a decrease in the valuation of a debt investment, while a decrease in a market yield will have the opposite effect. Generally, an increase in an EBITDA multiple will result in an increase in the valuation of an investment, while a decrease in an EBITDA will have the opposite effect.

Our Level 3 valuation techniques, unobservable inputs and ranges were categorized as follows for ASC 820 purposes:

Asset Category	Fair value at September 30, 2025	Valuation Technique	Unobservable Input	Range of Input (Weighted Average) [1]
First Lien	$ 27,511	Market Comparable	Broker/Dealer bids or quotes	N/A
First Lien	1,036,009	Market Comparable	Market Yield	4.0% – 23.9% (9.7%)
First Lien	3,343	Enterprise Market Value	EBITDA Multiple	0.6x – 0.6x (0.6x)
Subordinated debt	7,514	Enterprise Market Value	Market Yield	11.0% – 24.1% (15.0%)
Equity	10,272	Enterprise Market Value	EBITDA Multiple	5.0x – 10.5x (8.2x)
Total Level 3 investments	$ 1,084,649			

Asset Category	Fair value at September 30, 2024	Valuation Technique	Unobservable Input	Range of Input (Weighted Average) [1]
First Lien	$ 95,950	Market Comparable	Broker/Dealer bids or quotes	N/A
First Lien	787,361	Market Comparable	Market Yield	7.9% – 21.4% (10.2%)
First Lien	23,221	Enterprise Market Value	EBITDA Multiple	0.8x – 8.4x (3.2x)
Equity	6,749	Enterprise Market Value	EBITDA Multiple	4.3x – 8.6x (6.9x)
Total Level 3 investments	$ 913,281			

[1] The weighted averages disclosed in the table above were weighted by their relative fair value.

Our investments and cash and cash equivalents were categorized as follows in the fair value hierarchy for ASC 820 purposes:

	Fair Value at September 30, 2025			
Description	**Level 1**	**Level 2**	**Level 3**	**Total**
First lien	$ —	$ —	$ 1,066,863	$ 1,066,863
Equity	—	—	10,272	10,272
Subordinate Debt	—	—	7,514	7,514
Total investments	—	—	1,084,649	1,084,649
Cash and cash equivalents	61,560	—	—	61,560
Total investments, cash and cash equivalents	$ 61,560	$ —	$ 1,084,649	$ 1,146,209

	Fair Value at September 30, 2024			
Description	**Level 1**	**Level 2**	**Level 3**	**Total**
First lien	$ —	$ —	$ 906,532	$ 906,532
Equity	—	—	6,749	6,749
Total investments	—	—	913,281	913,281
Cash and cash equivalents	68,429	—	—	68,429
Total investments, cash and cash equivalents	$ 68,429	$ —	$ 913,281	$ 981,710

For the year ended September 30, 2025, the amount of Level 3 purchases, including PIK interest, net discount accretion and non-cash exchanges for the year were $437.2 million. There were no Level 3 transfers.

For the year ended September 30, 2024, the amount of Level 3 purchases, including PIK interest, net discount accretion and non-cash exchanges for the year were $293.4 million. There were no Level 3 transfers.

5. CASH AND CASH EQUIVALENTS

Cash equivalents represent cash invested in overnight money market funds. These temporary investments with original maturities of 90 days or less are deemed cash equivalents. Cash deposited at financial institutions is insured by the Federal Deposit Insurance Corporation ("FDIC"), up to specified limits. At times, such balances may exceed FDIC insured amounts. As of September 30, 2025 and September 30, 2024 $47.9 million and $68.4 million included in the cash and cash equivalents balance on the Consolidated Statement of Assets, Liabilities and Members' Equity is comprised of money market funds, which are not subject to FDIC insurance. PSSL believes it is not exposed to any significant risk of loss on its cash and cash equivalents.

6. MEMBERS' EQUITY

PFLT and Kemper provide capital to PSSL in the form of equity interests. As of September 30, 2025 and 2024, PFLT and Kemper owned 87.5% and 12.5%, respectively, of equity interests in PSSL.

As of September 30, 2025 and 2024, PFLT had commitments to fund equity interests to PSSL of $189.4 million and $101.9 million, respectively, of which $65.6 million and none, respectively, were unfunded.

As of September 30, 2025 and 2024, Kemper had commitments to fund equity interests to PSSL of $27.1 million and $14.6 million, respectively, of which $9.4 million and none, respectively, were unfunded.

7. NOTES PAYABLE TO MEMBERS

PFLT and Kemper provide capital to PSSL in the form of first lien secured debt ("Member Notes"). The Member Notes were previously subordinated debt that were modified during the year ended September 30, 2018 to eliminate the subordination provision. The Member Notes bear an interest rate of 3-month LIBOR plus 8.0% through June 30, 2023 and 3-month SOFR plus 8.0% after

June 30, 2023 and mature on May 4, 2029. As of September 30, 2025 and 2024, PFLT and Kemper owned 87.5% and 12.5% of the Member Notes, respectively.

As of September 30, 2025 and 2024, PFLT had commitments to fund Member Notes to PSSL of $237.7 million and $237.7 million, respectively, of which none were unfunded for the years then ended.

As of September 30, 2025 and 2024, Kemper had commitments to fund Member Notes to PSSL of $34.0 million and $34.0 million, respectively, of which none were unfunded for the years then ended.

8. RISKS AND UNCERTAINTIES

Investment risk

PSSL seeks investment opportunities that offer the possibility of attaining income generation, capital preservation and capital appreciation including investments in private companies. Certain events particular to each industry in which PSSL's investments conduct their operations, as well as general economic and political conditions, may have a significant negative impact on the investee's operations and profitability. Such events are beyond PSSL's controls, and the likelihood that they may occur cannot be predicted. Furthermore, investments of PSSL are made in private companies and there are generally no public markets for these securities at the current time. The ability of PSSL to liquidate these investments and realize value is subject to significant limitations and uncertainties.

Leverage Risk

PSSL may borrow funds in order to increase the amount of capital available for investment. The use of leverage can improve the return on invested equity, however, such use may also magnify the potential for loss on invested equity capital. If the value of PSSL's assets decreases, leveraging would cause Members' equity to decline more sharply than it otherwise would have had PSSL not used leverage. Similarly, any decrease in PSSL's income would cause Members' equity to decline more sharply than it would have had PSSL not borrowed. Borrowings will usually be from credit facilities and/or debt securitization which will typically be secured by PSSL's securities and other assets. Under certain circumstances, such debt may demand an increase in the collateral that secures PSSL's obligations and if PSSL was unable to provide additional collateral, the debt could liquidate assets held in the account to satisfy PSSL's obligations. Liquidation in this manner could have adverse consequences. Additionally, the amount of PSSL's borrowings and the interest rates on those borrowings, which will fluctuate, could have a significant effect on PSSL's profitability.

Credit Risk

PSSL primarily invests in first lien secured debt to middle-market companies. A majority of the investments held by PSSL are subject to restrictions on their resale or are otherwise illiquid. PSSL assumes the credit risk of the borrower. In the event that the borrower becomes insolvent or enters bankruptcy, PSSL may incur certain costs and delays in realizing payment, or may suffer a loss of principal and/or interest.

9. FINANCIAL HIGHLIGHTS

The Members are responsible for all investment making and business decisions, therefore, there is no requirement to show financial highlights per ASC 946, which have been omitted accordingly.

10. LEVERAGE

Credit Facility

On January 26, 2021, PSSL II entered into a $125.0 million senior secured revolving credit facility with Ally Bank (the "Ally Credit Facility"). Between June 3, 2021 and May 2, 2022, the Ally Credit Facility was amended to increase the total commitment to $325 million. On August 16, 2023, the total commitment was decreased to $260 million. Interest on the Ally Credit Facility changed from LIBOR plus 2.5% to SOFR plus 2.6%. On January 26, 2024, the maturity was extended and the interest changed to SOFR plus 2.8%. In December 2024, the Ally Credit Facility was increased to $325.0 million and the spread changed to SOFR plus 2.25%.

The Ally credit facility matures on January 26, 2029 and is secured by substantially all of the assets held by PSSL II. As of September 30, 2025 and 2024, there were $74.5 million and $146.1 million, respectively, in outstanding borrowings under the Ally Credit Facility and we were in compliance with all required covenants in the facility. As of September 30, 2025 and 2024, there were $250.5 million and $113.9 million, respectively, in unfunded commitments under the Ally Credit Facility. As of September 30, 2025 and 2024, the weighted average interest rate was 6.6% and 7.6%, respectively.

Asset - Backed Debt

CLO II

In January 2021, CLO II completed a $300.7 million debt securitization in the form of a collateralized loan obligation (the "2032 Asset-Backed Debt"). In May 2024, the 2032 Asset-Backed Debt was refinanced by a $300.7 million debt securitization in the form of a collateralized loan obligation, (the "2024 Debt Securitization" or the "2036 Asset-Backed Debt"). The 2036 Asset-Backed Debt is secured by a diversified portfolio, CLO II, consisting primarily of middle market loans and participation interests in middle market loans. The 2036 Asset-Backed Debt is scheduled to mature in April 2036. The 2024 Debt Securitization was executed through a private placement of: (i) $174.0 million Class A-1R Senior Secured Floating Rate Loans and Notes maturing 2036, which bear interest at the three-month SOFR plus 1.93%, (ii) $5.0 million Class A-2R Senior Secured Floating Rate Notes due 2036, which bear interest at three month SOFR plus 2.20%, (iii) $25.0 million Class B-R Senior Secured Floating Rate Notes due 2036, which bear interest at the three-month SOFR plus 2.35%, (iv) $24.0 million Class C-R Secured Deferrable Floating Rate Notes due 2036, which bear interest at the three-month SOFR plus 3.10%, (v) $18.0 million Class D Secured Deferrable Floating Rate Notes due 2036, which bear interest at the three-month SOFR plus 4.95%, and (vi) $18.0 million Class E Secured Deferrable Floating Rate Notes due 2036, which bear interest at the three-month SOFR plus 7.5%, under a credit agreement by and among the Securitization Issuers, as borrowers, various financial institutions, as lenders, and U.S. Bank National Association, as collateral agent and as loan agent.

On the closing date of the 2024 Debt Securitization, PSSL retained 100% of the Preferred Shares of CLO II, 100% of the Class E Notes issued by CLO II, and a portion of the net cash proceeds received from the sale of the 2036 Asset-Backed Debt. The Preferred Shares do not bear interest and had a stated value of approximately $36.7 million at the closing of the 2024 Debt Securitization. As part of the 2024 Debt Securitization, there was debt modification resulting in debt issuance costs of $1.0 million included in the Consolidated Statements of Operations. There was also debt extinguishments resulting in realized loss on debt extinguishments in the amount of $0.7 million included in the Consolidated Statements of Operations. The remaining fees continue to be amortized and are included in amortization of deferred financing costs in the Consolidated Statements of Cash Flows.

As of September 30, 2025 and 2024, there was $246.0 million and $246.0 million, respectively, of 2036 Asset-Backed Debt and there was $1.3 million and $1.6 million of un-amortized financing costs, respectively. As of September 30, 2025 and 2024, the weighted average interest rate was 6.3% and 7.6%, respectively.

The 2036 Asset-Backed Debt is included in the Consolidated Statement of Assets, Liabilities and Members' Equity as debt of the Company and the Class E Notes and the Preferred Shares have been eliminated in consolidation.

CLO VI

In April 2023, CLO VI completed a $297.8 million debt securitization in the form of a collateralized loan obligation (the "2023 Debt Securitization" or the "2035 Asset-Backed Debt"). In May 2025, CLO VI refinanced the 2035 Asset-Backed Debt through a four year reinvestment period, twelve-year final maturity $315.8 million debt securitization or the "2037-R Asset-Backed Debt." The debt securitization executed through a private placement of (i) $228.0 million of Class A-R Loans, which bears interest at three-month SOFR plus 1.85%, (ii) $18.0 million of Class B-R Loans, which bears interest at three-month SOFR plus 4.50%, (iii) $18.0 million of Class C-R Loans and (iv) $51.8 million of subordinated notes. PSSL will continue to retain all of the subordinated notes and Class C-R Loans through a consolidated subsidiary. The maturity of the replacement debt and existing subordinated notes is now extended to April 2037.

As part of the 2025 Debt Securitization, there was debt modification resulting in debt issuance costs of $0.2 million included in the Consolidated Statements of Operations. There was also debt extinguishments resulting in realized loss on debt extinguishments in the amount of $1.6 million included in the Consolidated Statements of Operations. The remaining fees continue to be amortized and are included in amortization of deferred financing costs in the Consolidated Statements of Cash Flows.

As of September 30, 2025 and 2024, there was $246.0 million and $246.0 million, of 2037-R Asset -Backed Debt and there was $2.5 million and $2.1 million, respectively, of un-amortized financing costs. As of September 30, 2025 and 2024, the weighted average interest rate was 6.02% and 8.6%, respectively.

The 2037-R Asset-Backed Debt is included in the Consolidated Statement of Assets, Liabilities and Members' Equity as debt of the Company and the subordinated notes and Class C-R Loans have been eliminated in consolidation.

CLO 12

In April 2025, CLO 12 closed a four year reinvestment period, twelve-year final maturity $301 million debt securitization in the form of a collateralized loan obligation or the "2037 Asset-Backed Debt." The debt securitization executed through a private placement of: (i) $30.0 million of Class A-1 Loans, which bear interest at three-month SOFR plus 1.45%, (ii) $141.0 million of Class A-1 Notes, which bear interest at three-month SOFR plus 1.45%, (iii) $12.0 million of Class A-2 Notes, which bear interest at a three-month SOFR plus 1.60%, (iv) $21.0 million of Class B notes, which bears interest at three-month SOFR plus 1.85%, (v) $24.0 million of Class C notes, which bears interest at three-month SOFR plus 2.30%, (vi)$18.0 million Class D notes, which bears interest at three-month SOFR plus 3.30%, (vii) $55.0 million of subordinated notes. PSSL will retain all of the subordinated notes through a consolidated subsidiary. The reinvestment period for the term debt securitization ends in April 2029 and the debt is scheduled to mature in April 2037.

As of September 30, 2025, there was $246.0 million of 2037 Asset-Backed Debt and there was $1.9 million of un-amortized financing costs. As of September 30, 2025 the weighted average interest rate was 5.7%.

PennantPark Investment Adviser, LLC serves as collateral manager of the 2036 Asset Backed Debt, the 2037-R Asset-Backed Debt and the 2037 Asset-Backed Debt securitizations pursuant to a Collateral Management Agreement. For so long as PennantPark Investment Advisor, LLC serves as collateral manager, it will elect to irrevocably waive any collateral management fee to which it may be entitled under the Collateral Management Agreements.

11. COMMITMENTS AND CONTINGENCY

As of September 30, 2025 and September 30, 2024, the Company had $0.4 million and $0.6 million, respectively, of unfunded commitments to fund existing investments.

The Company has provided general indemnifications to the Members, affiliates of the Members, and any person acting on behalf of the Members or that affiliate when they act, in good faith, in the best interest of the Company. The Company is unable to develop an estimate of the maximum potential amount of future payments that could potentially result from any hypothetical future claim but expects the risk of having to make any payments under these general business indemnifications to be remote.

12. SUBSEQUENT EVENTS

Subsequent events are evaluated and disclosed as appropriate for events occurring through the date the consolidated financial statements were available to be issued, November 24, 2025. There were no events that required disclosure.

Exhibit 99.4

PennantPark Senior Secured Loan Fund I LLC

Consolidated Financial Statements and
Independent Auditor's Report

September 30, 2024 and 2023

Contents

Independent Auditor's Report	1
Financial Statements:	
Consolidated Statements of Assets, Liabilities and Members' Equity as of September 30, 2024 and 2023	3
Consolidated Statements of Operations for the years ended September 30, 2024 and 2023	4
Consolidated Statements of Changes in Members' Equity for the years ended September 30, 2024 and 2023	5
Consolidated Statements of Cash Flows for the years ended September 30, 2024 and 2023	6
Consolidated Schedules of Investments as of September 30, 2024 and 2023	7
Notes to Consolidated Financial Statements	12

Independent Auditor's Report

Board of Directors
PennantPark Senior Secured Loan Fund I LLC

Opinion
We have audited the consolidated financial statements of PennantPark Senior Secured Loan Fund I LLC and its subsidiaries (the Fund), which comprise the consolidated statements of assets, liabilities and members' equity, including the consolidated schedule of investments, as of September 30, 2024 and 2023, the related consolidated statements of operations, changes in members' equity and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Fund as of September 30, 2024 and 2023, and the results of its operations, changes in members' equity and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Fund and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Fund's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Fund's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Fund's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

/s/ RSM US LLP

New York, New York
November 25, 2024

PennantPark Senior Secured Loan Fund I LLC
Consolidated Statements of Assets, Liabilities and Members' Equity
($ in thousands)

	September 30, 2024	September 30, 2023
Assets		
Investments at fair value (amortized cost—$928,983 and $804,608, respectively)	$ 913,281	$ 785,859
Cash and cash equivalents (cost—$68,429 and $77,446, respectively)	68,429	77,446
Interest receivable	4,722	5,179
Due from affiliate	48	436
Prepaid expenses and other assets	1,642	490
Total assets	988,122	869,410
Liabilities		
Credit facility payable	146,100	48,600
2032 Asset-backed debt, net (par—$0 and $246,000, respectively)	—	243,973
2035 Asset-backed debt, net (par—$246,000 and $246,000, respectively)	243,934	243,483
2036 Asset-backed debt, net (par—$246,000 and $0, respectively)	244,372	—
Notes payable to members	271,600	240,100
Interest payable on credit facility and asset backed debt	9,281	14,291
Payable for investments purchased	86	13,466
Interest payable on notes to members	7,315	6,488
Accrued expenses	822	859
Due to affiliate	65	—
Total liabilities	923,575	811,260
Commitments and contingencies (See Note 11)		
Members' equity	64,547	58,150
Total liabilities and members' equity	$ 988,122	$ 869,410

PennantPark Senior Secured Loan Fund I LLC
Consolidated Statements of Operations
($ in thousands)

	Year ended September 30,	
	2024	**2023**
Investment income:		
Interest	$ 109,094	$ 89,547
Other income	1,191	1,297
Total investment income	110,285	90,844
Expenses:		
Interest and expense on credit facility and asset-backed debt	54,814	42,797
Interest expense on notes to members	34,186	30,325
Administration fees	2,354	2,103
General and administrative expenses	1,464	1,116
Expenses before debt issuance costs	92,818	76,341
Debt issuance costs	999	—
Total expenses	93,817	76,341
Net investment income	16,468	14,503
Realized and unrealized gain (loss) on investments and debt:		
Net realized gain (loss) on investments	(8,914)	(6,328)
Realized loss on debt extinguishment	(705)	—
Net change in unrealized appreciation (depreciation) on investments	3,048	(3,171)
Net realized and unrealized gain (loss) on investments and debt	(6,571)	(9,499)
Net increase (decrease) in members' equity resulting from operations	$ 9,897	$ 5,004

PennantPark Senior Secured Loan Fund I LLC
Consolidated Statements of Changes in Members' Equity
($ in thousands)

	Year ended September 30, 2024	2023
Net change in members' equity resulting from operations:		
Net investment income	$ 16,468	$ 14,503
Net realized gain (loss) on investments	(8,914)	(6,328)
Realized loss on debt extinguishment	(705)	—
Net change in unrealized appreciation (depreciation) on investments	3,048	(3,171)
Net increase (decrease) in members' equity resulting from operations	9,897	5,004
Capital Transactions		
Capital contributions	13,500	9,750
Distributions	(17,000)	(13,100)
Net increase (decrease) in members' equity	6,397	1,654
Members' equity		
Beginning of year	58,150	56,496
End of year	$ 64,547	$ 58,150

PennantPark Senior Secured Loan Fund I LLC
Consolidated Statements of Cash Flows
($ in thousands)

	Year ended September 30,	
	2024	**2023**
Cash flows from operating activities:		
Net increase (decrease) in members' equity resulting from operations	$ 9,897	$ 5,004
Adjustments to reconcile net increase (decrease) in members' equity resulting from operations to net cash provided by (used in) operating activities:		
Net change in unrealized (appreciation) depreciation on investments	(3,048)	3,171
Net realized (gain) loss on investments	8,914	6,328
Net realized (gain) loss on extinguishment of debt	705	—
Net accretion of discount and amortization of premium	(3,797)	(3,917)
Purchases of investments	(286,191)	(190,871)
Payment-in-kind interest	(3,407)	(1,055)
Proceeds from disposition of investments	160,106	155,207
Amortization of deferred financing costs	1,952	796
(Increase) Decrease in:		
Receivable for investments sold	—	3,637
Interest receivable	457	(2,154)
Prepaid expenses and other assets	(1,152)	1,232
Due from affiliate	388	3,117
Increase (Decrease) in:		
Payables for investments purchased	(13,380)	3,052
Interest payable on credit facility and asset backed debt	(5,010)	10,474
Interest payable on notes to members	827	1,769
Due to affiliate	65	—
Accrued expenses	(37)	(291)
Net cash provided by (used in) operating activities	(132,711)	(4,501)
Cash flows from financing activities:		
Members' capital contributions	13,500	9,750
Distributions to members	(17,000)	(13,100)
Notes issued to members	31,500	22,750
Repayment of 2032 Asset-backed debt	(246,000)	—
Proceeds from 2035 Asset-backed debt issued	—	246,000
Payment of fees and expenses on 2035 Asset-backed debt issued	—	(2,705)
Proceeds from 2036 Asset-backed debt issued	246,000	—
Payment of fees and expenses on 2036 Asset-backed debt issued	(1,806)	—
Borrowings under credit facility	196,500	41,600
Repayments under credit facility	(99,000)	(252,500)
Net cash provided by (used in) financing activities	123,694	51,795
Net increase (decrease) in cash and cash equivalents	(9,017)	47,294
Cash and cash equivalents, beginning of year	77,446	30,152
Cash and cash equivalents, end of year	$ 68,429	$ 77,446
Supplemental disclosure of cash flow information:		
Interest paid on credit facility and asset-backed debt	$ 59,824	$ 32,323
Interest paid on notes to members	$ 33,359	$ 28,556
Non-Cash Operating and Financing activity:		
Non-Cash exchanges and conversions	$ 19,841	$ 3,393

PennantPark Senior Secured Loan Fund I LLC
Consolidated Schedule of Investments
September 30, 2024
($ in thousands)

Issuer Name [7]	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value[2]
Meadowlark Acquirer, LLC	12/10/2027	Professional Services	10.50%	SOFR+590	2,348	2,319	2,289
Medina Health, LLC	10/20/2028	Healthcare and Pharmaceuticals	10.85%	SOFR+625	19,199	18,911	19,199
Megawatt Acquisitionco, Inc	3/1/2030	Electronic Equipment, Instruments, and Components	9.85%	SOFR+525	15,671	15,453	14,794
Mission Critical Electronics, Inc.	3/31/2025	Capital Equipment	10.50%	SOFR+590	5,551	5,551	5,551
MOREGroup Holdings, Inc	1/16/2030	Business Services	10.35%	SOFR+575	13,067	12,891	12,871
Municipal Emergency Services, Inc.	9/28/2027	Distributors	9.75%	SOFR+515	3,395	3,355	3,395
NBH Group LLC	8/19/2026	Healthcare, Education & Childcare	11.05%	SOFR+585	10,602	10,504	10,284
NORA Acquisition, LLC	8/31/2029	Healthcare Providers and Services	10.95%	SOFR+635	21,274	20,913	21,274
One Stop Mailing, LLC	5/7/2027	Air Freight and Logistics	11.21%	SOFR+636	15,682	15,480	15,682
ORL Acquisitions, Inc.	9/3/2027	Consumer Finance	14.00% (PIK 7.50%)	SOFR+940	2,140	2,124	1,819
Output Services Group, Inc - First-Out Term Loan	11/30/2028	Business Services	13.75%	SOFR+843	821	821	821
Output Services Group, Inc - Last-Out Term Loan	5/30/2028	Business Services	12.00%	SOFR+668	1,667	1,667	1,667
Owl Acquisition, LLC	2/4/2028	Professional Services	10.20%	SOFR+535	3,893	3,842	3,825
Ox Two, LLC	5/18/2026	Construction and Building	11.12%	SOFR+651	4,307	4,282	4,307
Pacific Purchaser, LLC	9/30/2028	Business Services	11.51%	SOFR+625	11,938	11,745	11,914
PCS Midco, Inc	3/1/2030	Diversified Consumer Services	10.81%	SOFR+575	3,871	3,818	3,871
PH Beauty Holdings III, Inc.	9/29/2025	Wholesale	10.17%	SOFR+543	9,391	9,289	9,302
PL Acquisitionco, LLC	11/9/2027	Textiles, Apparel and Luxury Goods	11.99% (PIK 4.00%)	SOFR+725	7,816	7,733	6,253
Pragmatic Institute, LLC [5]	7/6/2028	Education	12.35% (PIK 12.35%)	SOFR+750	11,855	11,480	7,261
Quantic Electronics, LLC	11/19/2026	Aerospace and Defense	10.95%	SOFR+635	2,775	2,758	2,761
Rancho Health MSO, Inc.	12/18/2025	Healthcare Providers and Services	10.85%	SOFR+560	1,016	1,016	1,016
Reception Purchaser, LLC	2/28/2028	Air Freight and Logistics	10.75%	SOFR+615	4,875	4,828	3,656
Recteq, LLC	1/29/2026	Leisure Products	11.75%	SOFR+715	4,825	4,796	4,777
RTIC Subsidiary Holdings, LLC	5/3/2029	Consumer Goods: Durable	10.35%	SOFR+575	9,975	9,830	9,776
Rural Sourcing Holdings, Inc. (HPA SPQ Merger Sub, Inc.)	6/15/2029	High Tech Industries	10.35%	SOFR+575	4,336	4,266	4,282
Safe Haven Defense US, LLC	5/23/2029	Construction and Building	9.85%	SOFR+525	9,973	9,830	9,873
Sales Benchmark Index LLC	1/3/2025	Professional Services	10.80%	SOFR+620	9,268	9,260	9,268
Sargent & Greenleaf Inc.	12/20/2024	Wholesale	12.45% (PIK 1.00%)	SOFR+760	4,916	4,906	4,916
Schlesinger Global, Inc.	7/14/2025	Business Services	13.20% (PIK 0.50%)	SOFR+835	12,388	12,387	12,078
Seaway Buyer, LLC	6/13/2029	Chemicals, Plastics and Rubber	10.75%	SOFR+615	4,900	4,842	4,729
Sigma Defense Systems, LLC	12/18/2027	Aerospace and Defense	11.50%	SOFR+690	18,620	18,370	18,434
Simplicity Financial Marketing Group Holdings, Inc	12/2/2026	Diversified Financial Services	11.00%	SOFR+640	11,359	11,206	11,472
Skopima Consilio Parent, LLC	5/17/2028	Business Services	9.46%	SOFR+461	1,290	1,268	1,289
Smartronix, LLC	11/23/2028	Aerospace and Defense	10.35%	SOFR+610	4,863	4,800	4,863
Smile Brands Inc.	10/14/2025	Healthcare and Pharmaceuticals	10.20% (PIK 1.50%)	SOFR+550	11,887	11,860	10,520
Solutionreach, Inc.	7/17/2025	Healthcare and Pharmaceuticals	12.40%	SOFR+715	4,582	4,560	4,582
Spendmend Holdings LLC	3/1/2028	Healthcare Technology	10.25%	SOFR+565	4,070	4,017	4,070
Summit Behavioral Healthcare, LLC	11/24/2028	Healthcare and Pharmaceuticals	9.31%	SOFR+425	1,777	1,700	1,653
System Planning and Analysis, Inc. (f/k/a Management Consulting & Research, LLC)	8/16/2027	Aerospace and Defense	10.26%	SOFR+500	14,588	14,445	14,558
TCG 3.0 Jogger Acquisitionco	1/23/2029	Media	11.10%	SOFR+650	19,626	19,312	19,430
Team Services Group, LLC	11/24/2028	Healthcare and Pharmaceuticals	9.95%	SOFR+500	343	332	338
Teneo Holdings, LLC	3/13/2031	Business Services	9.60%	SOFR+475	5,473	5,418	5,490
The Bluebird Group LLC	7/27/2026	Professional Services	11.25%	SOFR+665	8,521	8,427	8,521
The Vertex Companies, LLC	8/31/2027	Construction and Engineering	10.95%	SOFR+610	7,636	7,538	7,639
TPC Canada Parent, Inc. and TPC US Parent, LLC	11/24/2025	Consumer Goods: Non-Durable	10.84%	SOFR+565	16,524	16,394	16,524
Transgo, LLC	12/29/2028	Automotive	10.60%	SOFR+575	18,552	18,293	18,552
TWS Acquisition Corporation	6/16/2025	Diversified Consumer Services	11.33%	SOFR+640	943	943	943
Tyto Athene, LLC	4/1/2028	IT Services	10.23%	SOFR+490	14,670	14,585	14,376
Urology Management Holdings, Inc.	6/15/2026	Healthcare and Pharmaceuticals	10.76%	SOFR+550	6,823	6,742	6,755
Walker Edison Furniture Company LLC [4][6]	3/1/2029	Wholesale	0.00%		5,441	4,986	490
Walker Edison Furniture Company LLC - Junior Revolving Credit Facility [4][6]	3/1/2029	Wholesale	0.00%		1,667	1,667	1,667
Walker Edison Furniture Company LLC - DDTL - Unfunded [3][4][6]	3/1/2029	Wholesale	0.00%		83	-	(76)
Watchtower Buyer, LLC	12/3/2029	Diversified Consumer Services	10.60%	SOFR+600	12,189	12,007	12,067
Wildcat Buyerco, Inc.	2/27/2027	Electronic Equipment, Instruments, and Components	10.60%	SOFR+575	16,014	15,916	16,014
Zips Car Wash, LLC	12/31/2024	Automobiles	12.46% (PIK 1.50%)	SOFR+740	16,736	16,722	15,983
Total First Lien Secured Debt						920,485	906,532

PennantPark Senior Secured Loan Fund I LLC
Consolidated Schedule of Investments
September 30, 2024
($ in thousands)

Issuer Name [7]	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value[2]
Equity Securities - 10.5%							
New Insight Holdings, Inc.	—	Diversified Consumer Services	—	—	116	2,031	2,031
Lucky Bucks, LLC	—	Hotel, Gaming and Leisure	—	—	74	2,062	904
New MPE Holdings, LLC	—	Media: Diversified and Production	—	—	-	-	2,710
Output Services Group, Inc	—	Business Services	—	—	126	1,012	1,104
Walker Edison Furniture - Common Equity	—	Wholesale	—	—	36	3,393	-
Total Equity Securities						8,498	6,749
Total Investments - 1,415.0%						928,983	913,281
Cash and Cash Equivalents - 106.0%							
BlackRock Federal FD Institutional 30						68,429	68,429
Total Cash and Cash Equivalents						68,429	68,429
Total Investments and Cash Equivalents —1,521.0%						$ 997,412	$ 981,710
Liabilities in Excess of Other Assets — (1,421.0)%							(917,163)
Members' Equity—100.0%							$ 64,547

(1) Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable Secured Overnight Financing Rate or "SOFR". The spread may change based on the type of rate used. The terms in the Consolidated Schedule of Investments disclose the actual interest rate in effect as of the reporting period. All securities are subject to a SOFR floor where a spread is provided, unless noted. The spread provided includes PIK interest and other fee rates, if any.
(2) Valued based on PSSL's accounting policy.
(3) Represents the purchase of a security with a delayed settlement or a revolving line of credit that is currently an unfunded investment. This security does not earn a basis point spread above an index while it is unfunded.
(4) Non-accrual security.
(5) Partial PIK non-accrual security.
(6) The securities, or a portion thereof, are not 1) pledged as collateral under the Credit Facility and held through Funding I; or, 2) securing the 2035 Asset-Backed Debt and held through PennantPark CLO VI, LLC, or, 3) securing the 2036 Asset-Backed Debt and held through PennantPark CLO II, Ltd.
(7) All investments are in US Companies unless noted otherwise.

PennantPark Senior Secured Loan Fund I LLC
Consolidated Schedule of Investments
September 30, 2023
($ in thousands)

Issuer Name [6]	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value [2]
First Lien Secured Debt - 1,347.5%							
A1 Garage Merger Sub, LLC	12/22/2028	Commercial Services & Supplies	11.84%	SOFR+660	2,940	$2,886	$2,925
Ad.net Acquisition, LLC	5/7/2026	Media	11.65%	SOFR+626	8,798	8,723	8,754
Alpine Acquisition Corp II	11/30/2026	Containers and Packaging	11.24%	SOFR+600	12,852	12,535	12,338
Anteriad, LLC (f/k/a MeritDirect, LLC)	5/23/2024	Media: Advertising, Printing & Publishing	11.04%	SOFR+550	5,001	4,971	4,913
Anteriad Holdings Inc (fka MeritDirect) March 2023	5/23/2024	Media: Advertising, Printing & Publishing	12.04%	SOFR+650	4,875	4,817	4,814
Any Hour Services	7/21/2027	Professional Services	11.59%	SOFR+585	7,510	7,348	7,360
Apex Service Partners, LLC	7/31/2025	Diversified Consumer Services	10.52%	SOFR+525	1,002	1,002	1,000
Apex Service Partners, LLC Term Loan B	7/31/2025	Diversified Consumer Services	11.04%	SOFR+550	2,187	2,187	2,181
Apex Service Partners, LLC Term Loan C	7/31/2025	Diversified Consumer Services	10.69%	SOFR+525	11,013	10,972	10,985
Applied Technical Services, LLC	12/29/2026	Commercial Services & Supplies	11.54%	SOFR+615	9,579	9,475	9,387
Applied Technical Services, LLC - DDTL Unfunded (3)	12/29/2026	Commercial Services & Supplies			194	-	(2)
Arcfield Acquisition Corp.	8/3/2029	Aerospace and Defense	11.62%	SOFR+625	9,218	9,093	9,126
Beta Plus Technologies, Inc.	7/1/2029	Business Services	11.14%	SOFR+575	4,950	4,863	4,604
BioDerm, Inc.	1/31/2028	Healthcare and Pharmaceuticals	11.83%	SOFR+650	8,978	8,874	8,933
Blackhawk Industrial Distribution, Inc.	9/17/2026	Distributors	11.79%	SOFR+640	15,132	14,928	14,905
Broder Bros., Co.	12/4/2025	Consumer Products	11.50%	SOFR+626	2,349	2,349	2,349
Burgess Point Purchaser Corporation	9/26/2029	Automotive	10.67%	SOFR+525	447	418	420
By Light Professional IT Services, LLC	5/16/2025	High Tech Industries	12.43%	SOFR+688	13,821	13,778	13,579
Cadence Aerospace, LLC [5]	11/14/2023	Aerospace and Defense	12.07%	SOFR+665	4,011	4,010	4,011
			(PIK 2.00%)				
Cartessa Aesthetics, LLC	6/14/2028	Distributors	11.39%	SOFR+600	9,636	9,509	9,636
CF512, Inc.	8/20/2026	Media	11.60%	SOFR+619	6,820	6,722	6,684
CHA Holdings, Inc.	4/10/2025	Construction and Engineering	10.15%	SOFR+476	5,499	5,455	5,499
Challenger Performance Optimization, Inc. [5]	8/31/2024	Business Services	12.18%	SOFR+675	9,232	9,201	8,955
			(PIK 1.00%)				
Confluent Health, LLC	10/28/2028	Healthcare and Pharmaceuticals	9.32%	SOFR+400	6,797	6,559	6,445
Connatix Buyer, Inc.	7/13/2027	Media	11.16%	SOFR+576	3,815	3,762	3,681
Crane 1 Services, Inc.	8/16/2027	Commercial Services & Supplies	10.90%	SOFR+551	2,089	2,067	2,079
Dr. Squatch, LLC	8/31/2027	Personal Products	11.24%	SOFR+585	14,712	14,511	14,712
DRI Holding Inc.	12/21/2028	Media	10.67%	SOFR+525	2,627	2,418	2,394
DRS Holdings III, Inc.	11/3/2025	Consumer Goods: Durable	11.79%	SOFR+640	14,429	14,376	14,256
Duraco Specialty Tapes LLC	6/30/2024	Containers and Packaging	11.89%	SOFR+650	10,904	10,838	10,740
ECL Entertainment, LLC	8/31/2030	Hotel, Gaming and Leisure	10.07%	SOFR+475	5,000	4,900	4,985
EDS Buyer, LLC	1/10/2029	Electronic Equipment, Instruments, and Components	11.64%	SOFR+625	8,955	8,833	8,821
Electro Rent Corporation	1/17/2024	Electronic Equipment, Instruments, and Components	11.00%	SOFR+550	2,219	2,200	2,171
Exigo Intermediate II, LLC	3/15/2027	Software	11.17%	SOFR+585	12,675	12,505	12,422
ETE Intermediate II, LLC	5/29/2029	Diversified Consumer Services	11.89%	SOFR+650	12,404	12,154	12,193
Fairbanks Morse Defense	6/17/2028	Aerospace and Defense	10.40%	SOFR+475	10,195	10,143	10,114
Global Holdings InterCo LLC	3/16/2026	Diversified Financial Services	11.96%	SOFR+660	3,736	3,724	3,549
Graffiti Buyer, Inc.	8/10/2027	Trading Companies & Distributors	10.99%	SOFR+575	2,345	2,316	2,322
Hancock Roofing and Construction L.L.C.	12/31/2026	Insurance	10.92%	SOFR+560	2,250	2,217	2,194
Holdco Sands Intermediate, LLC	11/23/2028	Aerospace and Defense	11.32%	SOFR+585	4,913	4,838	4,913
HW Holdco, LLC	12/10/2024	Media	11.75%	SOFR+640	3,014	2,988	2,968
Imagine Acquisitionco, LLC	11/15/2027	Software	10.72%	SOFR+535	9,248	9,075	9,110
Inception Fertility Ventures, LLC	12/31/2024	Healthcare Providers and Services	12.51%	SOFR+715	16,453	16,257	16,453
Infinity Home Services Holdco, Inc.	12/28/2028	Commercial Services & Supplies	12.24%	SOFR+685	6,090	5,979	6,090
Integrated Data Services	8/1/2029	Business Services	11.87%	SOFR+650	18,904	18,532	18,463
Integrative Nutrition, LLC	1/31/2025	Diversified Consumer Services	12.54%	SOFR+700	11,105	11,083	10,439
			(PIK 2.25%)				
Integrity Marketing Acquisition, LLC	8/27/2026	Insurance	11.57%	SOFR+575	5,906	5,851	5,847
Inventus Power, Inc.	6/30/2025	Consumer Goods: Durable	12.93%	SOFR+761	8,246	8,104	8,080
ITI Holdings, Inc.	3/3/2028	IT Services	11.06%	SOFR+560	3,940	3,886	3,861
K2 Pure Solutions NoCal, L.P.	12/20/2023	Chemicals, Plastics and Rubber	13.42%	SOFR+810	15,509	15,487	15,509
Kinetic Purchaser, LLC	11/10/2027	Personal Products	11.54%	SOFR+615	16,662	16,346	16,412
Lash OpCo, LLC	2/18/2027	Personal Products	12.13%	SOFR+675	14,210	13,989	14,068
LAV Gear Holdings, Inc.	10/31/2024	Capital Equipment	11.74%	SOFR+643	15,042	14,997	14,862
Lightspeed Buyer Inc.	2/3/2026	Healthcare Providers and Services	10.70%	SOFR+535	12,056	11,911	11,935
LJ Avalon Holdings, LLC	1/31/2030	Environmental Industries	11.77%	SOFR+640	2,585	2,537	2,534
Loving Tan Intermediate II, Inc.	5/26/2028	Consumer Products	12.39%	SOFR+700	7,481	7,337	7,369
Lucky Bucks, LLC [4]	7/20/2027	Hotel, Gaming and Leisure	0.00%		4,489	4,207	1,182
Lucky Bucks. LLC - OpCo DIP Loans [5]	9/30/2025	Hotel, Gaming and Leisure	15.33%	SOFR+1000	160	158	160
MAG DS Corp	4/1/2027	Aerospace and Defense	10.99%	SOFR+550	2,097	2,007	1,986
Magenta Buyer, LLC	7/31/2028	Software	10.63%	SOFR+500	3,006	2,845	2,228
Marketplace Events, LLC - Super Priority First Lien Term Loan [5]	9/30/2025	Media: Diversified and Production	10.94%	SOFR+525	647	647	647
Marketplace Events, LLC - Super Priority First Lien Unfunded Term Loan [3][5]	9/30/2025	Media: Diversified and Production			589	-	-
Marketplace Events, LLC [5]	9/30/2026	Media: Diversified and Production	10.94%	SOFR+525	4,837	3,782	4,837
Mars Acquisition Holdings Corp.	5/14/2026	Media	11.04%	SOFR+565	11,588	11,476	11,472
MBS Holdings, Inc.	4/16/2027	Internet Software and Services	11.17%	SOFR+585	7,859	7,758	7,749
MDI Buyer, Inc.	7/25/2028	Chemicals, Plastics and Rubber	11.32%	SOFR+600	6,380	6,271	6,244
Meadowlark Acquirer, LLC	12/10/2027	Professional Services	11.04%	SOFR+565	2,372	2,336	2,312
Mission Critical Electronics, Inc.	3/28/2024	Capital Equipment	11.29%	SOFR+515	5,769	5,763	5,740
Municipal Emergency Services, Inc.	9/28/2027	Distributors	11.04%	SOFR+565	3,430	3,380	3,355
NBH Group LLC	8/19/2026	Healthcare, Education & Childcare	10.93%	SOFR+525	10,711	10,572	10,497
Neptune Flood Incorporated	5/9/2029	Insurance	11.97%	SOFR+650	5,042	4,970	5,042
New Milani Group LLC	6/6/2024	Consumer Goods: Non-Durable	10.92%	SOFR+550	14,213	14,194	14,213
One Stop Mailing, LLC	5/7/2027	Air Freight and Logistics	11.68%	SOFR+636	15,849	15,588	15,849
ORL Acquisitions, Inc.	9/3/2027	Consumer Finance	12.84%	SOFR+725	2,223	2,202	2,023

PennantPark Senior Secured Loan Fund I LLC
Consolidated Schedule of Investments
September 30, 2023
($ in thousands)

Issuer Name [6]	Maturity	Industry	Current Coupon	Basis Point Spread Above Index [1]	Par or Number of Shares	Cost	Fair Value [2]
Output Services Group, Inc. [4]	6/27/2026	Business Services	0.00%	—	7,759	7,689	1,513
Owl Acquisition, LLC	2/4/2028	Professional Services	10.80%	SOFR+575	3,893	3,832	3,834
Ox Two, LLC	5/18/2026	Construction and Building	12.90%	SOFR+751	4,345	4,306	4,269
Peaquod Merger Sub, Inc.	12/2/2026	Diversified Financial Services	11.79%	SOFR+640	11,474	11,267	11,244
PH Beauty Holdings III, Inc.	9/29/2025	Wholesale	10.68%	SOFR+500	9,493	9,282	7,974
PL Acquisitionco, LLC	11/9/2027	Textiles, Apparel and Luxury Goods	12.42%	SOFR+710	7,565	7,467	6,809
			(PIK 4.00%)				
PlayPower, Inc.	5/8/2026	Consumer Goods: Durable	10.57%	SOFR+565	2,551	2,491	2,436
Pragmatic Institute, LLC	7/6/2028	Education	11.17%	SOFR+575	11,138	10,999	10,636
Quantic Electronics, LLC	11/19/2026	Aerospace and Defense	11.74%	SOFR+635	2,803	$2,776	$2,761
Rancho Health MSO, Inc.	12/18/2025	Healthcare Providers and Services	11.22%	SOFR+585	1,029	1,029	1,029
Reception Purchaser, LLC	2/28/2028	Air Freight and Logistics	11.54%	SOFR+600	4,938	4,876	4,740
Recteq, LLC	1/29/2026	Leisure Products	12.54%	SOFR+700	4,875	4,825	4,729
Research Now Group, LLC and Dynata, LLC	12/20/2024	Diversified Consumer Services	11.13%	SOFR+576	12,432	12,322	10,878
Rural Sourcing Holdings, Inc. (HPA SPQ Merger Sub, Inc.)	6/15/2029	High Tech Industries	11.52%	SOFR+625	3,749	3,676	3,692
Sales Benchmark Index LLC	1/3/2025	Professional Services	11.59%	SOFR+620	9,522	9,474	9,475
Sargent & Greenleaf Inc.	12/20/2024	Wholesale	12.92%	SOFR+760	5,167	5,148	5,116
			(PIK 1.00%)				
Schlesinger Global, Inc.	7/14/2025	Business Services	12.52%	SOFR+715	11,791	11,777	11,407
			(PIK 0.50%)				
Seaway Buyer, LLC	6/13/2029	Chemicals, Plastics and Rubber	11.54%	SOFR+615	4,950	4,884	4,802
Sigma Defense Systems, LLC	12/18/2025	Aerospace and Defense	14.04%	SOFR+865	13,787	13,579	13,580
Skopima Consilio Parent, LLC	5/17/2028	Business Services	9.93%	SOFR+450	1,300	1,274	1,272
Smile Brands Inc.	10/14/2025	Healthcare and Pharmaceuticals	9.70%	SOFR+450	11,796	11,739	10,598
Solutionreach, Inc.	7/17/2025	Healthcare and Pharmaceuticals	12.37%	SOFR+700	4,582	4,577	4,563
Spendmend Holdings LLC	3/1/2028	Healthcare Technology	11.04%	SOFR+565	4,112	4,047	4,022
STV Group Incorporated	12/11/2026	Construction and Building	10.67%	SOFR+535	9,075	9,025	8,894
Summit Behavioral Healthcare, LLC	11/24/2028	Healthcare and Pharmaceuticals	10.43%	SOFR+475	1,786	1,696	1,779
System Planning and Analysis, Inc. (f/k/a Management Consulting & Research, LLC)	8/16/2027	Aerospace and Defense	11.49%	SOFR+600	14,738	14,540	14,575
Team Services Group, LLC	11/24/2028	Healthcare and Pharmaceuticals	10.75%	SOFR+500	346	333	339
Teneo Holdings LLC	7/18/2025	Business Services	10.67%	SOFR+535	2,262	2,261	2,259
The Aegis Technologies Group, LLC	10/31/2025	Aerospace and Defense	12.04%	SOFR+665	5,602	5,560	5,518
The Bluebird Group LLC	7/27/2026	Professional Services	12.79%	SOFR+700	5,403	5,336	5,382
The Vertex Companies, LLC	8/31/2027	Construction and Engineering	11.72%	SOFR+635	7,716	7,591	7,656
TPC Canada Parent, Inc. and TPC US Parent, LLC	11/24/2025	Consumer Goods: Non-Durable	10.95%	SOFR+565	8,654	8,556	8,654
TWS Acquisition Corporation	6/16/2025	Diversified Consumer Services	11.80%	SOFR+625	4,316	4,310	4,316
Tyto Athene, LLC	4/1/2028	IT Services	10.90%	SOFR+550	14,670	14,565	13,379
Urology Management Holdings, Inc.	6/15/2026	Healthcare and Pharmaceuticals	11.79%	SOFR+665	6,892	6,775	6,749
Walker Edison Furniture Company LLC [5]	3/31/2027	Wholesale	12.18%	SOFR+685	3,521	3,521	3,521
Walker Edison Furniture Company LLC - Junior Revolving Credit Facility [5]	3/31/2027	Wholesale	11.68%	SOFR+635	1,667	1,667	1,667
Walker Edison Furniture Company LLC - DDTL - Unfunded [3][5]	3/31/2027	Wholesale			333		
Wildcat Buyerco, Inc.	2/27/2026	Electronic Equipment, Instruments, and Components	10.54%	SOFR+515	10,565	10,491	10,460
Zips Car Wash, LLC	3/1/2024	Automobiles	12.67%	SOFR+735	16,732	16,660	16,188
Total First Lien Secured Debt						801,215	783,598
Equity Securities - 3.9%							
New MPE Holdings, LLC	—	Media: Diversified and Production	—	—	-	-	495
Walker Edison Furniture - Common Equity	—	Wholesale			36	3,393	1,766
Total Equity Securities						3,393	2,261
Total Investments - 1,351.4%						804,608	785,859
Cash and Cash Equivalents - 133.2%							
BlackRock Federal FD Institutional 30						77,446	77,446
Total Cash and Cash Equivalents						77,446	77,446
Total Investments and Cash Equivalents —1,484.6%						$882,054	$863,305
Liabilities in Excess of Other Assets — (1,384.6)%							(805,155)
Members' Equity—100.0%							$58,150

(1) Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable Secured Overnight Financing Rate or "SOFR". The spread may change based on the type of rate used. The terms in the Consolidated Schedule of Investments disclose the actual interest rate in effect as of the reporting period. All securities are subject to a SOFR floor where a spread is provided, unless noted. The spread provided includes PIK interest and other fee rates, if any.
(2) Valued based on PSSL's accounting policy.
(3) Represents the purchase of a security with a delayed settlement or a revolving line of credit that is currently an unfunded investment. This security does not earn a basis point spread above an index while it is unfunded.
(4) Non-accrual security.
(5) The securities, or a portion thereof, are not 1) pledged as collateral under the Credit Facility and held through Funding I; or, 2) securing the 2032 Asset-Backed Debt and held through PennantPark CLO II, Ltd., or, 3) securing the 2035 Asset-Backed Debt and held through PennantPark CLO VI, LLC.
(6) All investments are in US Companies unless noted otherwise.

1.ORGANIZATION

PennantPark Senior Secured Loan Fund I LLC ("PSSL"), is organized as a Delaware limited liability company and commenced operations in May 2017. PSSL is a joint venture between PennantPark Floating Rate Capital Ltd. ("PFLT") and Trinity Universal Insurance Company, a subsidiary of Kemper Corporation (NYSE: KMPR), ("Kemper"). In this report, except where the context suggests otherwise, the terms "Company," "we," "our," or "us" refer to PSSL and its consolidated subsidiary.

The Company's investment objectives are to generate current income and capital appreciation while seeking to preserve capital. We seek to achieve our investment objective by investing primarily in loans bearing a variable-rate of interest, or floating rate loans, and other investments made to U.S. middle-market companies whose debt is rated below investment grade. Floating rate loans pay interest at variable rates, which are determined periodically, on the basis of a floating base lending rate such as the Secured Overnight Financing Rate ("SOFR"), with or without a floor, plus a fixed spread.

PFLT and Kemper (individually a "Member" and collectively the "Members") provide capital to PSSL in the form of notes and equity interests. As of September 30, 2024 and 2023, PFLT and Kemper owned 87.5% and 12.5%, respectively, of each of the outstanding notes and equity interests. The administrative agent of the Company is PennantPark Investment Administration, LLC, (the "Administrative Agent"). The Bank of New York Mellon Corporation, or the Sub-Administrator, provides certain services to the Administrative Agent with respect to certain accounting matters and has the responsibility for the official books and records.

PFLT and Kemper each appointed two members to PSSL's four-person board of directors and investment committee. All material decisions with respect to PSSL, including those involving its investment portfolio, require unanimous approval of a quorum of the board of directors or investment committee. Quorum is defined as (i) the presence of two members of the board of directors or investment committee; provided that at least one individual is present that was elected, designated or appointed by each of the Members; (ii) the presence of three members of the board of directors or investment committee, provided that the individual that was elected, designated or appointed by the Member with only one individual present shall be entitled to cast two votes on each matter; and (iii) the presence of four members of the board of directors or investment committee shall constitute a quorum, provided that two individuals are present that were elected, designated or appointed by each of the Members.

Pennant Park Senior Secured Loan Facility II, LLC ("PSSL II"), a wholly-owned subsidiary of PSSL, was formed in January 2021 for the purpose of entering into a senior secured revolving credit facility with Ally Bank (see Note 10).

PennantPark CLO II, Ltd. ("CLO II") is a wholly-owned subsidiary and was formed in January 2021 for the purpose of executing a debt securitization (See Note 10).

PennantPark CLO VI, LLC ("CLO VI") is a wholly-owned subsidiary and was formed in April 2023 for the purpose of executing a debt securitization (See Note 10).

2. SIGNIFICANT ACCOUNTING POLICIES

PSSL is considered an investment company under U.S. generally accepted accounting principles ("GAAP") and follows the accounting and reporting guidance applicable to investment companies in the Financial Accounting Standards Board Accounting Standards Codification Topic 946. References to the Accounting Standards Codification, as amended ("ASC"), serves as a source of accounting literature. Subsequent events are evaluated and recognized or disclosed as appropriate for events occurring through the date the consolidated financial statements are available to be issued. The preparation of our consolidated financial statements in conformity with GAAP requires the Company to make estimates and assumptions that affect the reported amount of our assets and liabilities at the date of the consolidated financial statements and the reported amounts of income and expenses during the reported periods. In the opinion of the Company, all adjustments, which are of a normal recurring nature, considered necessary for the fair presentation of financial statements have been included. Actual results could differ from these estimates due to changes in the economic and regulatory environment, financial markets and any other parameters used in determining such estimates and assumptions. All intercompany balances and transactions have been eliminated in consolidation.

Our significant accounting policies consistently applied are as follows:

(a) Investment Valuations

We expect that there may not be readily available market values for many of our investments, which are or will be in our portfolio, and we value such investments at fair value as determined in good faith by or under the direction of our board of directors using a documented valuation policy, described herein, and a consistently applied valuation process. With respect to investments for which there is no readily available market value, the factors that the board of directors may consider in pricing our investments at fair value include, as relevant, the nature and realizable value of any collateral, the portfolio company's ability to make payments and its earnings and discounted cash flow, the markets in which the portfolio company does business, comparison to publicly traded securities and other relevant factors. When an external event such as a purchase transaction, public offering or subsequent equity sale occurs, we consider the pricing indicated by the external event in determining our valuation. Due to the inherent uncertainty of determining the fair value of investments that do not have a readily available market value, the price used in an actual transaction may be different than our valuation and the difference may be material. See Note 4.

Our portfolio generally consists of illiquid securities, including debt investments. With respect to investments for which market quotations are not readily available, or for which market quotations are deemed not reflective of the fair value, our board of directors undertakes a multi-step valuation process each quarter, as described below:

(1)Our quarterly valuation process begins with each portfolio company or investment being initially valued by the investment professionals of PennantPark Investment Advisers, LLC, the investment adviser to PFLT, responsible for the portfolio investment;

(2)Preliminary valuation conclusions are then documented and discussed with the management of PennantPark Investment Advisers, LLC;

(3)Our board of directors also engages independent valuation firms to conduct independent appraisals of our investments for which market quotations are not readily available or are readily available but deemed not reflective of the fair value of the investment. The independent valuation firms review PennantPark Investment Advisers, LLC's preliminary valuations in light of their own independent assessment and also in light of any market quotations obtained from an independent pricing service, broker, dealer or market maker;

(4)Our board of directors reviews the preliminary valuations of PennantPark Investment Advisers, LLC and those of the independent valuation firms on a quarterly basis, periodically assesses the valuation methodologies of the independent valuation firms, and responds to and supplements the valuation recommendations of the independent valuation firms to reflect any comments; and

(5)Our board of directors assesses these valuations and determines the fair value of each investment in our portfolio in good faith, based on the input of PennantPark Investment Advisers, LLC and the respective independent valuation firms.

Our board of directors generally uses market quotations to assess the value of our investments for which market quotations are readily available. We obtain these market values from independent pricing services or at bid prices obtained from at least two brokers or dealers, if available, or otherwise from a principal market maker or a primary market dealer. PennantPark Investment Advisers, LLC assesses the source and reliability of bids from brokers or dealers. If the board of directors has a bona fide reason to believe any such market quote does not reflect the fair value of an investment, it may independently value such investments by using the valuation procedure that it uses with respect to assets for which market quotations are not readily available.

(b) Security Transactions, Revenue Recognition, and Realized/Unrealized Gains or Losses

Security transactions are recorded on a trade date basis. We record interest income on an accrual basis to the extent that we expect to collect such amounts. For loans and debt investments with contractual payment-in-kind, or PIK interest, which represents interest accrued and added to the loan balance that generally becomes due at maturity, we will generally not accrue PIK interest when the portfolio company valuation indicates that such PIK interest is not collectable. We do not accrue as a receivable, interest on loans and debt investments if we have reason to doubt our ability to collect such interest. Loan origination fees, original issue discount ("OID"), market discount or premium and deferred financing costs on liabilities, which we do not fair value, are capitalized and then accreted or amortized using the effective interest method as interest income or, in the case of deferred financing costs, as interest expense. Dividend income, if any, is recognized on an accrual basis on the ex-dividend date to the extent that we expect to collect such amounts. From time to time, the Company receives certain fees from portfolio companies, which are non-recurring in nature. Such fees include loan prepayment penalties, structuring fees and amendment fees, and are recorded as other investment income when earned.

Loans are placed on non-accrual status when principal or interest payments are past due 30 days or more and/or if there is reasonable doubt that principal or interest will be collected. Accrued interest receivable is generally reversed when a loan is placed on non-accrual status. Interest payments received on non-accrual loans may be recognized as income or applied to principal depending upon the Company' judgment. Non-accrual loans are restored to accrual status when past due principal and interest is paid and, in the Company' judgment, are likely to remain current. As of September 30, 2024, we had two portfolio companies on non-accrual, representing 2.0% and 1.0% of our overall portfolio on a cost and fair value basis. As of September 30, 2023, we had two portfolio companies on non-accrual, representing 1.5% and 0.3% of our overall portfolio on a cost and fair value basis.

We measure realized gains or losses by the difference between the net proceeds from the repayment or sale and the amortized cost basis of the investment, using the specific identification method, without regard to unrealized appreciation or depreciation previously recognized, but considering prepayment penalties. Net change in unrealized appreciation or depreciation reflects the change in the fair values of our portfolio investments during the reporting period, including any reversal of previously recorded unrealized appreciation or depreciation, when gains or losses are realized.

(c) Income Taxes

PSSL is classified as a partnership for U.S. federal income tax purposes and is not subject to U.S. federal income tax. Accordingly, no provisions for U.S. income taxes have been made. The Members are responsible for reporting their share of the PSSL's income or loss on their U.S. income tax returns.

In accordance with FASB ASC Topic 740, the Company is required to determine whether a tax position of PSSL is more likely than not, based on the technical merits of the position, to be sustained upon examination including resolution of any related appeals or litigation processes. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. De-recognition of a tax benefit previously recognized could result in PSSL recording a tax liability that would reduce members' capital.

As of and for the years ended September 30, 2024 and 2023, management has determined that there were no material uncertain income tax positions.

(d) Foreign Currency Translation

Our books and records are maintained in U.S. dollars. Any foreign currency amounts are translated into U.S. dollars on the following basis:

1. Fair value of investment securities, other assets and liabilities – at the exchange rates prevailing at the end of the applicable period; and

2. Purchases and sales of investment securities, income and expenses – at the exchange rates prevailing on the respective dates of such transactions.

Although Members' capital and fair values are presented based on the applicable foreign exchange rates described above, we do not isolate that portion of the results of operations due to changes in foreign exchange rates on investments, other assets and debt from the fluctuations arising from changes in fair values of investments held. Such fluctuations are included with the net realized and unrealized gain or loss from investments.

Foreign security and currency translations may involve certain considerations and risks not typically associated with investing in U.S. companies and U.S. government securities. These risks include, but are not limited to, currency fluctuations and revaluations and future adverse political, social and economic developments, which could cause investments in foreign markets to be less liquid and prices to be more volatile than those of comparable U.S. companies or U.S. government securities.

(e) Consolidation

As explained by ASC paragraph 946-810-45, PSSL will generally not consolidate its investment in a company other than an investment company subsidiary or a controlled operating company whose business consists of providing services to us.

(f) Recent Accounting Pronouncements

In March 2020, the FASB issued Accounting Standards Update, or ASU, No. 2020-04, “Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting” or ASU 2020-04. The guidance provides optional expedients and exceptions for applying GAAP to contract modifications, hedging relationships and other transactions, subject to meeting certain criteria, that reference LIBOR or another reference rate expected to be discontinued because of the reference rate reform. ASU 2020-04 is effective for all entities as of March 12, 2020 through December 31, 2022. The Company utilized the optional expedients and exceptions provided by ASU 2020-04 during the year ended September 30, 2023, the effect of which was not material to the consolidated financial statements and the notes thereto.

In June 2022, the FASB issued Accounting Standards Update No. 2022-03, "Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions," or ASU 2022-03, which changed the fair value measurement disclosure requirements of ASC Topic 820, Fair Value Measurements and Disclosures, or ASC 820. The amendments clarify that a contractual restriction on the sale of an equity security is not considered part of the unit of account of the equity security and, therefore, is not considered in measuring fair value. The amendments also clarify that an entity cannot, as a separate unit of account, recognize and measure a contractual sale restriction. The new guidance is effective for fiscal years beginning after December 15, 2023, including interim periods therein. Early application is permitted. The Company is currently evaluating the impact the adoption of this new accounting standard will have on its consolidated financial statements, but the impact of the adoption is not expected to be material.

3. AGREEMENTS AND RELATED PARTY TRANSACTIONS

On June 10, 2022, the Company issued a capital call to PFLT totaling $28.4 million consisting of Member notes of $19.9 million and equity interest of $8.5 million. PFLT fulfilled the capital call by contributing $28.0 million of securities and $0.4 million in cash to the Company.

For the years ended September 30, 2024 and 2023, PSSL purchased $253.6 million and $158.2 million, in investments from PFLT, respectively.

As of September 30, 2024 and 2023, PSSL had a receivable from PFLT of none and and $0.4 million, respectively, presented as a due from affiliate on the consolidated statements of assets, liabilities and members' equity. These amounts are related to cash owed to PSSL from PFLT in connection with trades between funds. Additionally, PSSL had a receivable from the Administrative Agent of $0.1 million as of September 30, 2024 related to loan agency fees received by the Administrative Agent and owed to PSSL.

For the years ended September 30, 2024 and 2023, PSSL incurred $2.4 million and $2.1 million of administration fees to the Administrative Agent, respectively. The Administrative Agent provides administration services to PSSL at an annual rate of 0.25% of average gross assets payable quarterly in arrears and calculated based on average gross assets measured at cost at the end of the two recently completed calendar quarters.

For the years ended September 30, 2024 and 2023, PSSL incurred $34.2 million and $30.3 million of interest expense related to the notes outstanding with the Members, respectively.

4. FAIR VALUE OF FINANCIAL INSTRUMENTS

Fair value, as defined under ASC 820, is the price that we would receive upon selling an investment or pay to transfer a liability in an orderly transaction to a market participant in the principal or most advantageous market for the investment or liability. ASC 820 emphasizes that valuation techniques maximize the use of observable market inputs and minimize the use of unobservable inputs. Inputs refer broadly to the assumptions that market participants would use in pricing an asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs reflect the assumptions market participants would use in pricing an asset or liability based on market data obtained from sources independent of us. Unobservable inputs reflect the assumptions market participants would use in pricing an asset or liability based on the best information available to us on the reporting period date.

ASC 820 classifies the inputs used to measure these fair values into the following hierarchies:

Level 1: Inputs that are quoted prices (unadjusted) in active markets for identical assets or liabilities, accessible by us at the measurement date.

Level 2: Inputs that are quoted prices for similar assets or liabilities in active markets, or that are quoted prices for identical or similar assets or liabilities in markets that are not active and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term, if applicable, of the financial instrument.

Level 3: Inputs that are unobservable for an asset or liability because they are based on our own assumptions about how market participants would price the asset or liability.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Generally, most of our investments are classified as Level 3. Due to the inherent uncertainty of determining the fair value of investments that do not have a readily available market value, the price used in an actual transaction may be different than our valuation and those differences may be material.

The inputs into the determination of fair value may require significant management judgment or estimation. Even if observable market data is available, such information may be the result of consensus pricing information, disorderly transactions or broker quotes which include a disclaimer that the broker would not be held to such a price in an actual transaction. The non-binding nature of consensus pricing and/or quotes accompanied by disclaimer would result in classification as Level 3 information, assuming no additional corroborating evidence were available. Corroborating evidence that would result in classifying these non-binding broker/dealer bids as a Level 2 asset includes observable market-based transactions for the same or similar assets or other relevant observable market-based inputs that may be used in pricing an asset.

Our investments are generally structured as debt in the form of first lien secured debt, but may also include second lien secured debt, subordinated debt and equity investments. The transaction price, excluding transaction costs, is typically the best estimate of fair value at inception. Ongoing reviews by the Members and independent valuation firms are based on an assessment of each underlying investment, incorporating valuations that consider the evaluation of financing and sale transactions with third parties, expected cash flows and market-based information including comparable transactions, performance multiples and yields, among other factors. These non-public investments using unobservable inputs are included in Level 3 of the fair value hierarchy.

A review of fair value hierarchy classifications is conducted on a quarterly basis. Changes in our ability to observe valuation inputs may result in a reclassification for certain financial assets or liabilities.

In addition to using the above inputs in valuing cash equivalents and investments, we employ the valuation policy approved by our board of directors that is consistent with ASC 820. Consistent with our valuation policy, we evaluate the source of inputs, including any markets in which our investments are trading, in determining fair value. See Note 2.

As outlined in the table below, some of our Level 3 investments using a market comparable valuation technique are valued using the average of the bids from brokers or dealers. The bids include a disclaimer, may not have corroborating evidence, may be the result of a disorderly transaction and may be the result of consensus pricing. The Members assess the source and reliability of bids from brokers or dealers. If the board of directors has a bona fide reason to believe any such market quote does not reflect the fair value of an investment, it may independently value such investments by using the valuation procedure that it uses with respect to assets for which market quotations are not readily available.

Some of our investments can also be valued using a market comparable or an enterprise market value technique. With respect to investments for which there is no readily available market value, the factors that the board of directors may consider in pricing our investments at fair value include, as relevant, the nature and realizable value of any collateral, the portfolio company's ability to make payments, its earnings and discounted cash flow, the markets in which the portfolio company does business, comparison to publicly traded securities and other relevant factors. When an external event such as a purchase transaction, public offering or subsequent equity sale occurs, the pricing indicated by the external event, excluding transaction costs, is used to corroborate the valuation. When using earnings multiples to value a portfolio company, the multiple used requires the use of judgment and estimates in determining how a market participant would price such an asset. These non-public investments using unobservable inputs are included in Level 3 of the fair value hierarchy. Generally, the sensitivity of unobservable inputs or combination of inputs such as industry comparable companies, market outlook, consistency, discount rates and reliability of earnings and prospects for growth, or lack thereof, affects the multiple used in pricing an investment. As a result, any change in any one of those factors may have a significant impact on the valuation of an investment. Generally, an increase in a market yield will result in a decrease in the valuation of a debt investment, while a decrease in a market yield will have the opposite effect. Generally, an increase in an EBITDA multiple will result in an increase in the valuation of an investment, while a decrease in an EBITDA will have the opposite effect.

Our Level 3 valuation techniques, unobservable inputs and ranges were categorized as follows for ASC 820 purposes:

Asset Category	Fair value at September 30, 2024	Valuation Technique	Unobservable Input	Range of Input (Weighted Average) [1]
First Lien	$ 95,950	Market Comparable	Broker/Dealer bids or quotes	N/A
First Lien	787,361	Market Comparable	Market Yield	7.9% – 21.4% (10.2%)
First Lien	23,221	Enterprise Market Value	EBITDA Multiple	0.8x – 8.4x (3.2x)
Equity	6,749	Enterprise Market Value	EBITDA Multiple	4.3x – 8.6x (6.9x)
Total Level 3 investments	$ 913,281			

Asset Category	Fair value at September 30, 2023	Valuation Technique	Unobservable Input	Range of Input (Weighted Average) [1]
First Lien	$ 91,489	Market Comparable	Broker/Dealer bids or quotes	N/A
First Lien	691,949	Market Comparable	Market Yield	10.0% – 18.8% (12.3%)
First Lien	160	Market Comparable	EBITDA Multiple	2.8x
Equity	2,261	Enterprise Market Value	EBITDA Multiple	5.3x – 10.9x (6.5x)
Total Level 3 investments	$ 785,859			

[1] The weighted averages disclosed in the table above were weighted by their relative fair value.

Our investments and cash and cash equivalents were categorized as follows in the fair value hierarchy for ASC 820 purposes:

	Fair Value at September 30, 2024			
Description	Level 1	Level 2	Level 3	Total
First lien	$ —	$ —	$ 906,532	$ 906,532
Equity	—	—	6,749	6,749
Total investments	—	—	913,281	913,281
Cash and cash equivalents	68,429	—	—	68,429
Total investments, cash and cash equivalents	$ 68,429	$ —	$ 913,281	$ 981,710

	Fair Value at September 30, 2023			
Description	Level 1	Level 2	Level 3	Total
First lien	$ —	$ —	$ 783,598	$ 783,598
Equity	—	—	2,261	2,261
Total investments	—	—	785,859	785,859
Cash and cash equivalents	77,446	—	—	77,446
Total investments, cash and cash equivalents	$ 77,446	$ —	$ 785,859	$ 863,305

For the year ended September 30, 2024, the amount of Level 3 purchases, including PIK interest, net discount accretion and non-cash exchanges for the year were $293.4 million. There were no Level 3 transfers.

For the year ended September 30, 2023, the amount of Level 3 purchases, including PIK interest, net discount accretion and non-cash exchanges for the year were $195.8 million. There were no Level 3 transfers.

5. CASH AND CASH EQUIVALENTS

Cash equivalents represent cash invested in overnight money market funds. These temporary investments with original maturities of 90 days or less are deemed cash equivalents. Cash deposited at financial institutions is insured by the Federal Deposit Insurance Corporation ("FDIC"), up to specified limits. At times, such balances may exceed FDIC insured amounts. As of September 30, 2024, the entire amount of $68.4 million included in the cash and cash equivalents balance on the Consolidated Statement of Assets, Liabilities and Members' Equity is comprised of money market funds, which are not subject to FDIC insurance. As of September 30, 2023, cash

and cash equivalents consisted of money market funds in the amounts of $77.4 million at fair value. PSSL believes it is not exposed to any significant risk of loss on its cash and cash equivalents.

6. MEMBERS' EQUITY

PFLT and Kemper provide capital to PSSL in the form of equity interests. As of September 30, 2024 and 2023, PFLT and Kemper owned 87.5% and 12.5%, respectively, of equity interests in PSSL.

As of September 30, 2024 and 2023, PFLT had commitments to fund equity interests to PSSL of $101.9 million and $101.9 million, respectively, of which none and $11.8 million, respectively, were unfunded.

As of September 30, 2024 and 2023, Kemper had commitments to fund equity interests to PSSL of $14.6 million and $14.6 million, respectively, of which none and $1.7 million, respectively, were unfunded.

7. NOTES PAYABLE TO MEMBERS

PFLT and Kemper provide capital to PSSL in the form of first lien secured debt ("Member Notes"). The Member Notes were previously subordinated debt that were modified during the year ended September 30, 2018 to eliminate the subordination provision. The Member Notes bear an interest rate of 3-month LIBOR plus 8.0% through June 30, 2023 and 3-month SOFR plus 8.0% after June 30, 2023 and mature on May 4, 2029. As of September 30, 2024 and 2023, PFLT and Kemper owned 87.5% and 12.5% of the Member Notes, respectively.

As of September 30, 2024 and 2023, PFLT had commitments to fund Member Notes to PSSL of $237.7 million and $237.7 million, respectively, of which none and $27.6 million, respectively, were unfunded.

As of September 30, 2024 and 2023, Kemper had commitments to fund Member Notes to PSSL of $34.0 million and $34.0 million, respectively, of which none and $3.9 million, respectively, were unfunded.

8. RISKS AND UNCERTAINTIES

Investment risk

PSSL seeks investment opportunities that offer the possibility of attaining income generation, capital preservation and capital appreciation including investments in private companies. Certain events particular to each industry in which PSSL's investments conduct their operations, as well as general economic and political conditions, may have a significant negative impact on the investee's operations and profitability. Such events are beyond PSSL's controls, and the likelihood that they may occur cannot be predicted. Furthermore, investments of PSSL are made in private companies and there are generally no public markets for these securities at the current time. The ability of PSSL to liquidate these investments and realize value is subject to significant limitations and uncertainties.

Leverage Risk

PSSL may borrow funds in order to increase the amount of capital available for investment. The use of leverage can improve the return on invested equity, however, such use may also magnify the potential for loss on invested equity capital. If the value of PSSL's assets decreases, leveraging would cause Members' equity to decline more sharply than it otherwise would have had PSSL not used leverage. Similarly, any decrease in PSSL's income would cause Members' equity to decline more sharply than it would have had PSSL not borrowed. Borrowings will usually be from credit facilities and/or debt securitization which will typically be secured by PSSL's securities and other assets. Under certain circumstances, such debt may demand an increase in the collateral that secures PSSL's obligations and if PSSL was unable to provide additional collateral, the debt could liquidate assets held in the account to satisfy PSSL's obligations. Liquidation in this manner could have adverse consequences. Additionally, the amount of PSSL's borrowings and the interest rates on those borrowings, which will fluctuate, could have a significant effect on PSSL's profitability.

Credit Risk

PSSL primarily invests in first lien secured debt to middle-market companies. A majority of the investments held by PSSL are subject to restrictions on their resale or are otherwise illiquid. PSSL assumes the credit risk of the borrower. In the event that the borrower

becomes insolvent or enters bankruptcy, PSSL may incur certain costs and delays in realizing payment, or may suffer a loss of principal and/or interest.

9. FINANCIAL HIGHLIGHTS

The Members are responsible for all investment making and business decisions, therefore, there is no requirement to show financial highlights per ASC 946, which have been omitted accordingly.

10. LEVERAGE

Credit Facility

On January 26, 2021, PSSL II entered into a $125.0 million senior secured revolving credit facility with Ally Bank (the "Ally Credit Facility"). Between June 3, 2021 and May 2, 2022, the Ally Credit Facility was amended to increase the total commitment to $325 million. On August 16, 2023, the total commitment was decreased to $260 million. Interest on the Ally Credit Facility changed from LIBOR plus 2.5% to SOFR plus 2.6%. On January 26, 2024, the maturity was extended and the Interest changed to SOFR plus 2.8%. The Ally credit facility matures on January 26, 2029 and is secured by substantially all of the assets held by PSSL II. As of September 30, 2024 and 2023, there were $146.1 million and $48.6 million, respectively, in outstanding borrowings under the Ally Credit Facility and we were in compliance with all required covenants in the facility. As of September 30, 2024 and 2023, there were $113.9 million and $211.4 million, respectively, in unfunded commitments under the Ally Credit Facility. As of September 30, 2024 and 2023, the weighted average interest rate was 7.6% and 7.8%, respectively.

Asset - Backed Debt

In January 2021, CLO II completed a $300.7 million debt securitization in the form of a collateralized loan obligation (the "2032 Asset-Backed Debt"). In May 2024, the 2032 Asset-Backed Debt was refinanced by a $300.7 million debt securitization in the form of a collateralized loan obligation, (the "2024 Debt Securitization" or the "2036 Asset-Backed Debt"). The 2036 Asset-Backed Debt is secured by a diversified portfolio, CLO II, consisting primarily of middle market loans and participation interests in middle market loans. The 2036 Asset-Backed Debt is scheduled to mature in April 2036. The 2024 Debt Securitization was executed through a private placement of: (i) $174.0 million Class A-1R Senior Secured Floating Rate Loans and Notes maturing 2036, which bear interest at the three-month SOFR plus 1.93%, (ii) $5.0 million Class A-2R Senior Secured Floating Rate Notes due 2036, which bear interest at three month SOFR plus 2.20%, (iii) $25.0 million Class B-R Senior Secured Floating Rate Notes due 2036, which bear interest at the three-month SOFR plus 2.35%, (iv) $24.0 million Class C-R Secured Deferrable Floating Rate Notes due 2036, which bear interest at the three-month SOFR plus 3.10%, (v) $18.0 million Class D Secured Deferrable Floating Rate Notes due 2036, which bear interest at the three-month SOFR plus 4.95%, and (vi) $18.0 million Class E Secured Deferrable Floating Rate Notes due 2036, which bear interest at the three-month SOFR plus 7.5%, under a credit agreement by and among the Securitization Issuers, as borrowers, various financial institutions, as lenders, and U.S. Bank National Association, as collateral agent and as loan agent.

On the closing date of the 2024 Debt Securitization, PSSL retained 100% of the Preferred Shares of CLO II, 100% of the Class E Notes issued by CLO II, and a portion of the net cash proceeds received from the sale of the 2036 Asset-Backed Debt. The Preferred Shares do not bear interest and had a stated value of approximately $36.7 million at the closing of the 2024 Debt Securitization. As part of the 2024 Debt Securitization, there was debt modification resulting in debt issuance costs of $1.0 million included in the Consolidated Statements of Operations. There was also debt extinguishment resulting in realized loss on debt extinguishment in the amount of $0.7 million included in the Consolidated Statements of Operations. The remaining fees continue to be amortized and are included in amortization of deferred financing costs in the Consolidated Statements of Cash Flows.

As of September 30, 2024 and 2023, there was $246.0 million and $246.0 million (2032 Asset-Backed Debt), respectively, of 2036 Asset-Backed Debt and there was $1.6 million and $2.0 million (2032 Asset-Backed Debt) of un-amortized financing costs, respectively. As of September 30, 2024 and 2023, the weighted average interest rate was 7.6% and 8.0% (2032 Asset-Backed Debt), respectively.

The 2036 Asset-Backed Debt is included in the Consolidated Statement of Assets, Liabilities and Members' Equity as debt of the Company and the Class E Notes and the Preferred Shares have been eliminated in consolidation.

In April 2023, CLO VI completed a $297.8 million debt securitization in the form of a collateralized loan obligation (the "2023 Debt Securitization" or the "2035 Asset-Backed Debt"). The 2035 Asset-Backed Debt is secured by a diversified portfolio consisting primarily of middle market loans. The 2023 Debt Securitization was executed through a private placement of: (i) $171.0 million Class A-1 Senior Secured Floating Rate Loans maturing 2035, which bear interest at the three-month SOFR plus 2.68%, (ii) $28.0 million

Class B-1 Senior Secured Floating Rate Notes due 2035, which bear interest at the three-month SOFR plus 3.75%, (iii) $5.0 million Class B-2 Senior Secured Fixed Rate Notes due 2035, which bear interest of 7.634%, (v) $24.0 million Class C Secured Deferrable Floating Rate Notes due 2035, which bear interest at the three-month SOFR plus 5.25%, and (vi) $18.0 million Class D Secured Deferrable Floating Rate Notes due 2035, which bear interest at the three-month SOFR plus 7.0%, under a credit agreement by and among the Securitization Issuers, as borrowers, various financial institutions, as lenders, and Wilmington Trust, as collateral agent and as loan agent. As of September 30, 2024 and 2023, there was $246.0 million and $246.0 million, of 2035 Asset-Backed Debt and there was $2.1 million and $2.5 million, respectively, of un-amortized financing costs. As of September 30, 2024 and 2023, the weighted average interest rate was 8.6% and 8.5%, respectively.

On the closing date of the 2023 Debt Securitization, in consideration of our transfer to CLO VI of the initial closing date loan portfolio, PSSL received 100% of the Preferred Shares of CLO VI from the sale of the 2035 Asset-Backed Debt. The Preferred Shares do not bear interest and had a stated value of approximately $51.8 million at the closing of the 2023 Debt Securitization.

The 2035 Asset-Backed Debt is included in the Consolidated Statement of Assets, Liabilities and Members' Equity as debt of the Company and the Preferred Shares have been eliminated in consolidation.

PennantPark Investment Adviser, LLC serves as collateral manager of the 2023 Debt Securitization and the 2024 Debt Securitization pursuant to a Collateral Management Agreement. For so long as PennantPark Investment Advisor, LLC serves as collateral manager, it will elect to irrevocably waive any collateral management fee to which it may be entitled under the Collateral Management Agreements.

11. COMMITMENTS AND CONTINGENCY

As of September 30, 2024 and September 30, 2023, the Company had $0.6 million and $1.1 million, respectively, of unfunded commitments to fund existing investments.

The Company has provided general indemnifications to the Members, affiliates of the Members, and any person acting on behalf of the Members or that affiliate when they act, in good faith, in the best interest of the Company. The Company is unable to develop an estimate of the maximum potential amount of future payments that could potentially result from any hypothetical future claim but expects the risk of having to make any payments under these general business indemnifications to be remote.

12. SUBSEQUENT EVENTS

Subsequent events are evaluated and disclosed as appropriate for events occurring through the date the consolidated financial statements were available to be issued, November 25, 2024. There were no events that required disclosure.