

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

FORM 10-Q

(Mark One)
 QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2022

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)

(212) 905-1000
(Registrant's Telephone Number, Including Area Code)

None
(Former name, former address and former fiscal year, if changed since last report)

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

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

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

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

The number of shares of the registrant's common stock, \$0.001 par value per share, outstanding as of August 3, 2022 was 41,345,638.

PENNANTPARK FLOATING RATE CAPITAL LTD.
FORM 10-Q FOR THE QUARTER ENDED JUNE 30, 2022
TABLE OF CONTENTS

PART I. CONSOLIDATED FINANCIAL INFORMATION

Item 1. Consolidated Financial Statements

<u>Consolidated Statements of Assets and Liabilities as of June 30, 2022 (unaudited) and September 30, 2021</u>	4
<u>Consolidated Statements of Operations for the three and nine months ended June 30, 2022 and 2021 (unaudited)</u>	5
<u>Consolidated Statements of Changes in Net Assets for the three and nine months ended June 30, 2022 and 2021 (unaudited)</u>	6
<u>Consolidated Statements of Cash Flows for the nine months ended June 30, 2022 and 2021 (unaudited)</u>	7
<u>Consolidated Schedules of Investments as of June 30, 2022 (unaudited) and September 30, 2021</u>	8
<u>Notes to Consolidated Financial Statements (unaudited)</u>	19
<u>Report of Independent Registered Public Accounting Firm</u>	37

<u>Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	39
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<u>Item 3. Quantitative and Qualitative Disclosures About Market Risk</u>	54
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<u>Item 4. Controls and Procedures</u>	54
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PART II. OTHER INFORMATION

<u>Item 1. Legal Proceedings</u>	55
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<u>Item 1A. Risk Factors</u>	55
-------------------------------------	----

<u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</u>	57
---	----

<u>Item 3. Defaults Upon Senior Securities</u>	57
---	----

<u>Item 4. Mine Safety Disclosures</u>	57
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<u>Item 5. Other Information</u>	57
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<u>Item 6. Exhibits</u>	58
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<u>SIGNATURES</u>	59
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PART I—CONSOLIDATED FINANCIAL INFORMATION

We are filing this Quarterly Report on Form 10-Q, or the Report, in compliance with Rule 13a-13 as promulgated by the Securities and Exchange Commission, or the SEC, under the Securities Exchange Act of 1934, as amended, or the Exchange Act. In this Report, except where the context suggests otherwise, the terms “Company,” “we,” “our” or “us” refers to PennantPark Floating Rate Capital Ltd. and its wholly-owned consolidated subsidiaries; “Funding I” refers to PennantPark Floating Rate Funding I, LLC; “Taxable Subsidiary” refers to PFLT Investment Holdings, LLC; “PSSL” refers to PennantPark Senior Secured Loan Fund I LLC, an unconsolidated joint venture; “PTSF” refers to PennantPark-TSO Senior Loan Fund, LP, an unconsolidated limited partnership; “PennantPark Investment Advisers” or “Investment Adviser” refer to PennantPark Investment Advisers, LLC; “PennantPark Investment Administration” or “Administrator” refers to PennantPark Investment Administration, LLC; “2023 Notes” refers to our 4.3% Series A notes due 2023; “2026 Notes” refers to our 4.25% Notes due 2026; “1940 Act” refers to the Investment Company Act of 1940, as amended; “SBCAA” refers to the Small Business Credit Availability Act; “Code” refers to the Internal Revenue Code of 1986, as amended; “RIC” refers to a regulated investment company under the Code; “BDC” refers to a business development company under the 1940 Act; “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; “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; “Securitization Issuer” refers to PennantPark CLO I, Ltd.; “Securitization Issuers” refers to the Securitization Issuer and PennantPark CLO I, LLC; “Debt Securitization” refers to the \$301.4 million term debt securitization completed by the Securitization Issuers; “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; and “Depositor” refers to PennantPark CLO I Depositor, LLC. 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.

Item 1. Consolidated Financial Statements

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

	<u>June 30, 2022</u>	<u>September 30, 2021</u>
	<u>(unaudited)</u>	
Assets		
Investments at fair value		
Non-controlled, non-affiliated investments (cost— \$924,233 and \$824,542, respectively)	\$ 944,658	\$ 856,806
Non-controlled, affiliated investments (cost— \$ — and \$22,380, respectively)	—	7,433
Controlled, affiliated investments (cost— \$294,469 and \$223,714, respectively)	281,784	217,380
Total investments (cost— \$1,218,702 and \$1,070,636, respectively)	1,226,442	1,081,619
Cash and cash equivalents (cost— \$40,632 and \$49,825, respectively)	40,616	49,825
Interest receivable	6,209	5,446
Receivable for investments sold	6,609	33,966
Prepaid expenses and other assets	11,278	—
Total assets	1,291,154	1,170,856
Liabilities		
Distributions payable	3,928	3,690
Payable for investments purchased	9,800	13,546
Credit Facility payable, at fair value (cost— \$259,277 and \$219,400, respectively) (See Notes 5 and 10)	253,443	218,851
2023 Notes payable, at fair value (par— \$97,006 and \$117,793, respectively) (See Notes 5 and 10)	94,717	111,114
2026 Notes payable, net (par— \$185,000 and \$100,000, respectively) (See Notes 5 and 10)	182,082	97,171
2031 Asset-Backed Debt, net (par— \$228,000) (See Notes 5 and 10)	225,970	225,497
Interest payable on debt	4,500	5,455
Base management fee payable (See Note 3)	3,062	2,707
Performance-based incentive fee payable (See Note 3)	2,576	624
Deferred tax liability	5,340	—
Accrued other expenses	823	1,590
Total liabilities	786,241	680,245
Commitments and contingencies (See Note 11)		
Net assets		
Common stock, 41,345,638 and 38,880,728 shares issued and outstanding, respectively		
Par value \$0.001 per share and 100,000,000 shares authorized	41	39
Paid-in capital in excess of par value	570,663	538,814
Accumulated deficit	(65,791)	(48,242)
Total net assets	\$ 504,913	\$ 490,611
Total liabilities and net assets	\$ 1,291,154	\$ 1,170,856
Net asset value per share	\$ 12.21	\$ 12.62

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2022	2021	2022	2021
Investment income:				
From non-controlled, non-affiliated investments:				
Interest	\$ 16,701	\$ 14,495	\$ 49,753	\$ 43,521
Dividend	577	—	1,731	—
Other income	285	1,161	3,795	2,534
From non-controlled, affiliated investments:				
Interest	—	—	112	280
Other income	—	—	—	122
From controlled, affiliated investments:				
Interest	4,228	2,931	10,633	8,253
Dividend	3,938	2,319	10,675	6,169
Other Income	—	—	—	195
Total investment income	<u>25,729</u>	<u>20,906</u>	<u>76,699</u>	<u>61,074</u>
Expenses:				
Base management fee (See Note 3)	3,062	2,622	8,904	7,972
Performance-based incentive fee (See Note 3)	2,576	1,652	8,461	4,716
Interest and expenses on debt (See Note 10)	7,369	5,903	20,713	16,025
Administrative services expenses (See Note 3)	144	150	431	750
Other general and administrative expenses	655	200	1,964	1,000
Expenses before provision for taxes	<u>13,806</u>	<u>10,527</u>	<u>40,473</u>	<u>30,463</u>
Provision for taxes on net investment income	100	100	300	300
Total expenses	<u>13,906</u>	<u>10,627</u>	<u>40,773</u>	<u>30,763</u>
Net investment income	<u>11,823</u>	<u>10,279</u>	<u>35,926</u>	<u>30,311</u>
Realized and unrealized gain (loss) on investments and debt:				
Net realized gain (loss) on:				
Non-controlled, non-affiliated investments	701	7,614	10,694	6,380
Non-controlled and controlled, affiliated investments	—	(20,588)	(22,315)	(21,640)
Net realized gain (loss) on investments	<u>701</u>	<u>(12,974)</u>	<u>(11,621)</u>	<u>(15,260)</u>
Net change in unrealized appreciation (depreciation) on:				
Non-controlled, non-affiliated investments	(11,204)	(6,281)	(12,243)	28,407
Controlled and non-controlled, affiliated investments	(6,431)	20,451	8,597	20,370
Provision for taxes on unrealized appreciation on investments	—	—	(5,340)	—
Debt (appreciation) depreciation (See Note 5 and 10)	26	3,232	1,273	(11,317)
Net change in unrealized (depreciation) appreciation on investments and debt	<u>(17,609)</u>	<u>17,402</u>	<u>(7,713)</u>	<u>37,460</u>
Net realized and unrealized (loss) gain from investments and debt	<u>(16,908)</u>	<u>4,428</u>	<u>(19,334)</u>	<u>22,200</u>
Net increase (decrease) in net assets resulting from operations	<u>\$ (5,085)</u>	<u>\$ 14,707</u>	<u>\$ 16,592</u>	<u>\$ 52,511</u>
Net increase (decrease) in net assets resulting from operations per common share (See Note 7)	<u>\$ (0.12)</u>	<u>\$ 0.38</u>	<u>\$ 0.42</u>	<u>\$ 1.35</u>
Net investment income per common share	<u>\$ 0.29</u>	<u>\$ 0.27</u>	<u>\$ 0.90</u>	<u>\$ 0.78</u>

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)
(Unaudited)

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2022	2021	2022	2021
Net increase (decrease) in net assets from operations:				
Net investment income	\$ 11,823	\$ 10,279	\$ 35,926	\$ 30,311
Net realized gain (loss) on investments	701	(12,974)	(11,621)	(15,260)
Net change in unrealized appreciation (depreciation) on investments	(17,635)	14,170	(3,646)	48,777
Net change in provision for taxes on unrealized appreciation on investments	—	—	(5,340)	—
Net change in unrealized (appreciation) depreciation on debt	26	3,232	1,273	(11,317)
Net increase (decrease) in net assets resulting from operations	(5,085)	14,707	16,592	52,511
Distributions to stockholders:				
Distribution of net investment income	(11,780)	(11,050)	(34,141)	(33,150)
Total distributions to stockholders	(11,780)	(11,050)	(34,141)	(33,150)
Capital transactions				
Public offering (See Note 1)	1,820	—	32,336	—
Offering costs	(28)	—	(486)	—
Net increase in net assets resulting from capital transactions	1,792	—	31,850	—
Net increase (decrease) in net assets	(15,073)	3,657	14,300	19,361
Net assets:				
Beginning of period	519,986	492,974	490,611	477,270
End of period	<u>\$ 504,913</u>	<u>\$ 496,631</u>	<u>\$ 504,912</u>	<u>\$ 496,631</u>
Capital share activity:				
Shares issued from public offering	<u>136,072</u>	<u>—</u>	<u>2,464,910</u>	<u>—</u>

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

	Nine months ended June 30,	
	2022	2021
Cash flows from operating activities:		
Net increase in net assets resulting from operations	\$ 16,593	\$ 52,511
Adjustments to reconcile net increase in net assets resulting from operations to net cash (used in) provided by operating activities:		
Net change in unrealized depreciation (appreciation) on investments	3,645	(48,777)
Net change in unrealized (depreciation) appreciation on debt	(1,273)	11,317
Net realized loss on investments	11,621	15,260
Net accretion of discount and amortization of premium	(2,920)	(1,927)
Purchases of investments	(553,106)	(475,456)
Payment-in-kind interest	(1,203)	(2,589)
Proceeds from dispositions of investments	397,184	565,539
Amortization of deferred financing costs	385	646
(Increase) decrease in interest receivable	(1,913)	(2,646)
Decrease (increase) in receivable for investments sold	27,357	(11,954)
(Decrease) increase in prepaid expenses and other assets	(10,127)	173
(Decrease) increase in payable for investments purchased	(3,746)	23,477
Decrease in interest payable on debt	(955)	(503)
Increase (decrease) in base management fee payable	355	(155)
Increase (decrease) in performance-based incentive fee payable	1,952	(419)
Increase in deferred tax liability	5,340	—
(Decrease) in accrued other expenses	(768)	(66)
Net cash (used in) provided by operating activities	(111,578)	124,431
Cash flows from financing activities:		
Proceeds from public offering	32,336	—
Offering costs	(485)	—
Distributions paid to stockholders	(33,904)	(33,150)
Repayment of 2023 Notes issuance (See Notes 5 and 10)	(20,787)	(20,787)
Proceeds from 2026 Notes issuance (See Notes 5 and 10)	84,333	96,841
Borrowings under Credit Facility (See Notes 5 and 10)	147,254	255,500
Repayments under Credit Facility (See Notes 5 and 10)	(107,000)	(430,699)
Net cash provided by (used in) financing activities	101,747	(132,295)
Net decrease in cash equivalents	(9,832)	(7,864)
Effect of exchange rate changes on cash	622	(945)
Cash and cash equivalents, beginning of period	49,826	57,512
Cash and cash equivalents, end of period	\$ 40,616	\$ 48,703
Supplemental disclosures:		
Interest paid	\$ (20,610)	\$ 15,883
Taxes paid	\$ 2,557	\$ 405
Non-cash exchanges and conversions	\$ 50,352	\$ 20,491

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS
JUNE 30, 2022
(in thousands, except share data)
(Unaudited)

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—187.1% ^{(3),(4)}							
First Lien Secured Debt—166.7%							
Ad.net Acquisition, LLC	05/06/2026	Media	8.25 %	3M L+600	4,950	4,890	4,950
Ad.net Acquisition, LLC (Revolver) ^{(7),(9)}	05/06/2026	Media	—	—	1,244	—	—
Altamira Technologies, LLC	07/24/2025	IT Services	9.24 %	3M L+800	4,863	4,821	4,632
Altamira Technologies, LLC (Revolver) ⁽⁷⁾	07/24/2025	IT Services	10.25 %	3M L+800	575	575	548
Altamira Technologies, LLC (Revolver) ^{(7),(9)}	07/24/2025	IT Services	—	—	1,581	—	(75)
American Insulated Glass, LLC	12/21/2023	Building Products	6.50 % ⁽⁶⁾	3M L+550	7,624	7,574	7,624
American Teleconferencing Services, Ltd. ⁽⁷⁾	06/08/2023	Telecommunications	0.00% ⁽⁶⁾	—	7,986	7,915	-
American Teleconferencing Services, Ltd. (Revolver) ⁽⁷⁾	12/08/2022	Telecommunications	0.00% ⁽⁶⁾	—	1,656	1,642	994
Amsive Holding Corporation (f/k/a Vision Purchaser Corporation)	06/10/2025	Media	8.65 %	3M L+625	14,140	13,974	14,069
Any Hour Services	07/21/2027	Energy Equipment and Services	6.55 %	3M L+525	13,103	12,961	12,972
Any Hour Services Term Loan II ^{(7),(9)}	01/14/2024	Energy Equipment and Services	—	—	979	—	—
Any Hour Services (Revolver) ^{(7),(9)}	07/21/2027	Energy Equipment and Services	—	—	1,147	—	(11)
Apex Service Partners, LLC	07/31/2025	Diversified Consumer Services	6.72 %	1M L+525	6,224	6,179	6,193
Apex Service Partners, LLC Term Loan B	07/31/2025	Diversified Consumer Services	7.75 %	1M L+550	297	297	295
Apex Service Partners, LLC Term Loan C	07/31/2025	Diversified Consumer Services	6.80 %	1M L+525	12,938	12,832	12,874
Apex Service Partners, LLC (Revolver) ⁽⁷⁾	07/31/2025	Diversified Consumer Services	6.72 %	1M L+525	369	369	367
Apex Service Partners, LLC (Revolver) ^{(7),(9)}	07/31/2025	Diversified Consumer Services	—	—	1,476	—	(7)
API Holding III Corp.	05/11/2026	Electronic Equipment, Instruments, and Components	5.92 %	1M L+425	5,820	5,799	5,165
Applied Technical Services, LLC	12/29/2026	Commercial Services & Supplies	8.00 %	3M L+575	6,680	6,574	6,596
Applied Technical Services, LLC ^{(7),(9)}	8/23/2022	Commercial Services & Supplies	—	—	2,819	—	(4)
Applied Technical Services, LLC (Revolver) ⁽⁷⁾	12/29/2026	Commercial Services & Supplies	9.50 %	3M L+475	509	509	503
Applied Technical Services, LLC (Revolver) ^{(7),(9)}	12/29/2026	Commercial Services & Supplies	—	—	764	—	(10)
Arcfield Acquisition Corp. (Revolver) ⁽⁹⁾	03/07/2028	Aerospace and Defense	—	—	887	—	(22)
Beta Plus Technologies, Inc.	07/01/2029	Internet Software and Services	6.85 %	1M L+525	10,000	9,800	9,800
Blackhawk Industrial Distribution, Inc. ^{(7),(9)}	09/17/2024	Distributors	—	—	3,258	—	(16)
Blackhawk Industrial Distribution, Inc. (Revolver) ⁽⁷⁾	09/17/2024	Distributors	7.20 %	3M L+500	274	274	272
Blackhawk Industrial Distribution, Inc. ⁽⁹⁾	09/17/2024	Distributors	—	—	2,469	—	(25)
Broder Bros., Co.	12/02/2022	Textiles, Apparel and Luxury Goods	7.39 %	3M L+600	3,427	3,427	3,427
By Light Professional IT Services, LLC	05/16/2024	High Tech Industries	7.25 %	3M L+625	43,570	43,097	43,135
By Light Professional IT Services, LLC (Revolver)	05/16/2024	High Tech Industries	7.91 %	3M L+625	877	877	868
By Light Professional IT Services, LLC (Revolver) ⁽⁹⁾	05/16/2024	High Tech Industries	—	—	3,189	—	(32)
Cadence Aerospace, LLC ⁽⁷⁾	11/14/2023	Aerospace and Defense	9.74 %	3M L+850	3,025	3,014	3,001
			(PIK 9.50%)				
Cartessa Aesthetics, LLC	05/13/2028	Distributors	8.05 %	1M L+600	23,000	22,542	22,540
Cartessa Aesthetics, LLC (Revolver) ⁽⁷⁾	05/13/2028	Distributors	8.05 %	1M L+600	511	511	511
Cartessa Aesthetics, LLC (Revolver) ^{(7),(9)}	05/13/2028	Distributors	—	—	927	—	-
CF512, Inc.	08/20/2026	Media	7.39 %	3M L+600	8,125	8,008	8,003
CF512, Inc. ^{(7),(9)}	08/20/2026	Media	—	—	191	—	(1)
CF512, Inc. (Revolver) ^{(7),(9)}	08/20/2026	Media	—	—	955	—	(14)
CHA Holdings, Inc.	04/10/2025	Environmental Industries	6.75 %	3M L+450	1,585	1,581	1,585
Challenger Performance Optimization, Inc. (Revolver) ^{(7),(9)}	08/31/2023	Business Services	8.00 %	1M L+675	320	320	309
Challenger Performance Optimization, Inc. (Revolver) ^{(7),(9)}	08/31/2023	Business Services	—	—	391	—	(14)
Compex Legal Services, Inc.	02/09/2026	Professional Services	7.48 %	3M L+525	8,058	8,029	8,026
Compex Legal Services, Inc. (Revolver) ⁽⁷⁾	02/07/2025	Professional Services	7.50 %	3M L+525	843	843	840
Compex Legal Services, Inc. (Revolver) ^{(7),(9)}	02/07/2025	Professional Services	—	—	562	—	(2)
Connatix Buyer, Inc.	07/13/2027	Media	6.91 %	3M L+550	3,970	3,900	3,901
Connatix Buyer, Inc. ^{(7),(9)}	01/13/2023	Media	—	—	2,105	—	(16)
Connatix Buyer, Inc. ^{(7),(9)}	07/13/2027	Media	—	—	1,234	—	(22)
Crane 1 Services, Inc. ⁽⁷⁾	08/16/2027	Commercial Services & Supplies	7.98 %	3M L+575	893	887	880
Crane 1 Services, Inc. (Revolver) ⁽⁷⁾	08/16/2027	Commercial Services & Supplies	7.98 %	3M L+575	67	67	66
Crane 1 Services, Inc. (Revolver) ⁽⁷⁾	08/16/2027	Commercial Services & Supplies	—	—	269	—	(4)
Crash Champions, LLC	08/05/2025	Automobiles	7.20 %	3M L+525	19,871	19,655	19,772
Douglas Products and Packaging Company LLC	10/19/2022	Chemicals, Plastics and Rubber	8.00 %	3M L+575	6,494	6,486	6,494
Douglas Products and Packaging Company LLC (Revolver)	10/19/2022	Chemicals, Plastics and Rubber	9.46 %	P+475	3,006	3,006	3,006
Douglas Products and Packaging Company LLC (Revolver) ⁽⁹⁾	10/19/2022	Chemicals, Plastics and Rubber	—	—	3,046	—	—
Douglas Sewer Intermediate, LLC	10/19/2022	Chemicals, Plastics and Rubber	8.00 %	3M L+575	3,931	3,925	3,931
Dr. Squatch, LLC	08/31/2027	Personal Products	8.00 %	3M L+600	4,439	4,363	4,439
Dr. Squatch, LLC (Revolver) ⁽⁷⁾	08/31/2027	Personal Products	7.50 %	3M L+600	671	671	671
Dr. Squatch, LLC (Revolver) ^{(7),(9)}	08/31/2027	Personal Products	—	—	2,683	—	—
DRS Holdings III, Inc.	11/03/2025	Personal Products	7.42 %	3M L+575	17,156	17,029	16,658
DRS Holdings III, Inc. (Revolver) ^{(7),(9)}	11/03/2025	Personal Products	—	—	1,426	—	(41)
Duraco Specialty Tapes LLC	06/30/2024	Containers and Packaging	7.15 %	3M L+550	3,259	3,215	3,191
ECL Entertainment, LLC	05/01/2028	Hotels, Restaurants and Leisure	9.75 %	1M L+750	5,217	5,169	5,083
ECM Industries, LLC (Revolver)	12/23/2025	Electronic Equipment, Instruments, and Components	6.44 %	1M L+475	686	686	672
ECM Industries, LLC (Revolver) ⁽⁹⁾	12/23/2025	Electronic Equipment, Instruments, and Components	—	—	229	—	(5)
eCommission Financial Services, Inc. ⁽¹⁰⁾	10/05/2023	Banking, Finance, Insurance & Real Estate	6.00 %	1M L+500	6,146	6,146	6,146
eCommission Financial Services, Inc. (Revolver) ^{(7),(10)}	10/05/2023	Banking, Finance, Insurance & Real Estate	6.12 %	1M L+500	2,500	2,500	2,500
eCommission Financial Services, Inc. (Revolver) ^{(7),(9),(10)}	10/05/2023	Banking, Finance, Insurance & Real Estate	—	—	2,500	—	—
Efficient Collaborative Retail Marketing Company, LLC	06/15/2024	Media: Diversified and Production	9.00 %	3M L+675	7,170	7,134	6,991
Exigo Intermediate II, LLC ⁽⁹⁾	03/15/2024	Software	—	—	2,758	—	(21)
Exigo Intermediate II, LLC (Revolver)	03/15/2027	Software	7.42 %	3M L+575	138	138	136
Exigo Intermediate II, LLC (Revolver) ⁽⁹⁾	03/15/2027	Software	—	—	552	—	(8)
Findex Group Limited ⁽⁵⁾⁽¹⁰⁾⁽¹¹⁾	05/31/2024	Diversified Financial Services	6.19 %	3M L+450	AUD 10,000	7,377	6,877
Gantech Acquisition Corp.	05/14/2026	IT Services	7.92 %	1M L+625	22,094	21,723	21,653
Gantech Acquisition Corp. (Revolver) ^{(7),(9)}	05/14/2026	IT Services	—	—	3,733	—	(75)
Global Holdings InterCo LLC	03/16/2026	Diversified Financial Services	7.51 %	3M L+600	3,435	3,395	3,332
Graffiti Buyer, Inc. ^{(7),(9)}	08/10/2023	Trading Companies & Distributors	—	—	1,071	—	(8)
Graffiti Buyer, Inc. (Revolver) ⁽⁷⁾	08/10/2027	Trading Companies & Distributors	7.43 %	3M L+575	303	303	294
Graffiti Buyer, Inc. (Revolver) ^{(7),(9)}	08/10/2027	Trading Companies & Distributors	—	—	562	—	(15)
Hancock Roofing and Construction L.L.C.	12/31/2026	Insurance	7.25 %	3M L+500	4,443	4,379	4,399
Hancock Roofing and Construction L.L.C. ^{(7),(9)}	12/31/2022	Insurance	—	—	400	—	(4)
Hancock Roofing and Construction L.L.C. (Revolver) ⁽⁷⁾	12/31/2026	Insurance	6.12 %	3M L+500	280	280	277

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Hancock Roofing and Construction L.L.C. (Revolver) ^{(7),(9)}	12/31/2026	Insurance	—		470	—	(5)
Holdco Sands Intermediate, LLC	11/23/2028	Aerospace and Defense	8.25 %	3M L+600	4,975	4,882	4,876
Holdco Sands Intermediate, LLC (Revolver) ⁽⁹⁾	11/23/2027	Aerospace and Defense	—	—	1,791	—	(36)
HW Holdco, LLC	12/10/2024	Media	6.00 %	1M L+500	8,479	8,434	8,310
HW Holdco, LLC ⁽⁹⁾	12/10/2024	Media	—	—	1,686	—	(17)
HW Holdco, LLC (Revolver) ⁽⁷⁾	12/10/2024	Media	6.67 %	1M L+500	116	116	114

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CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
JUNE 30, 2022
(in thousands, except share data)
(Unaudited)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ⁽¹⁾	Par / Shares	Cost	Fair Value ⁽²⁾
IDC Infusion Services, Inc.	12/30/2026	Healthcare Equipment and Supplies	7.21 %	3M L+600	2,991	\$ 2,964	\$ 2,961
IDC Infusion Services, Inc. (Revolver) ⁽⁹⁾	12/30/2026	Healthcare Equipment and Supplies	—	—	4,167	—	(42)
IG Investments Holdings, LLC ⁽⁷⁾	09/22/2028	Professional Services	8.02 %	3M L+600	4,484	4,399	4,417
IG Investments Holdings, LLC (Revolver) ⁽⁷⁾	09/22/2027	Professional Services	9.52 %	3M L+500	131	131	129
IG Investments Holdings, LLC (Revolver) ^{(7), (9)}	09/22/2027	Professional Services	—	—	346	—	(5)
Imagine Acquisitionco, LLC	11/15/2027	Software	6.50 %	3M L+550	3,989	3,916	3,869
Imagine Acquisitionco, LLC ⁽⁹⁾	11/15/2027	Software	—	—	1,657	—	(33)
Imagine Acquisitionco, LLC (Revolver) ⁽⁹⁾	11/15/2027	Software	—	—	1,193	—	(36)
Inception Fertility Ventures, LLC	12/07/2023	Healthcare Providers and Services	9.08 %	3M L+700	14,991	14,700	14,616
Infolinks Media Buyco, LLC	11/01/2026	Media	8.00 %	3M L+575	2,631	2,585	2,631
Infolinks Media Buyco, LLC ⁽⁹⁾	11/01/2023	Media	—	—	969	—	10
Integrative Nutrition, LLC	09/29/2023	Consumer Services	7.00 %	3M L+450	15,688	15,644	15,688
Integrative Nutrition, LLC (Revolver) ^{(7), (9)}	09/29/2023	Consumer Services	—	—	5,000	—	—
Integrity Marketing Acquisition, LLC ⁽⁷⁾	08/27/2025	Insurance	7.58 %	SOFR+575	15,846	15,711	15,694
ITI Holdings, Inc. (Revolver) ⁽⁹⁾	03/03/2028	IT Services	—	—	664	—	(13)
K2 Pure Solutions NoCal, L.P. (Revolver) ⁽⁷⁾	12/20/2023	Chemicals, Plastics and Rubber	9.67 %	1M L+800	714	714	708
K2 Pure Solutions NoCal, L.P. (Revolver) ^{(7), (9)}	12/20/2023	Chemicals, Plastics and Rubber	—	—	714	—	(6)
Kinetic Purchaser, LLC	11/10/2027	Personal Products	7.75 %	3M L+600	17,471	17,152	17,122
Kinetic Purchaser, LLC - (Revolver) ⁽⁹⁾	11/10/2026	Personal Products	—	—	3,435	—	(69)
Lash OpCo, LLC	02/18/2027	Personal Products	9.25 %	1M L+700	10,537	10,338	10,432
Lash OpCo, LLC (Revolver) ⁽⁷⁾	08/16/2026	Personal Products	9.38 %	1M L+700	599	599	593
Lash OpCo, LLC (Revolver) ^{(7), (9)}	08/16/2026	Personal Products	—	—	1,321	—	(13)
LAV Gear Holdings, Inc.	10/31/2024	Capital Equipment	9.70 %	1M L+750	9,564	9,538	9,315
LAV Gear Holdings, Inc. (Revolver) ⁽⁷⁾	10/31/2024	Capital Equipment	9.70 %	1M L+750	1,716	1,716	1,672
Ledge Lounger, Inc.	11/09/2026	Leisure Products	7.25 %	3M L+625	3,757	3,685	3,719
Ledge Lounger, Inc. (Revolver) ⁽⁹⁾	11/09/2026	Leisure Products	—	—	789	—	(8)
Lightspeed Buyer Inc.	02/03/2026	Healthcare Technology	7.42 %	1M L+575	24,407	24,096	23,919
Lightspeed Buyer Inc. (Revolver) ⁽⁷⁾	02/03/2026	Healthcare Technology	7.42 %	1M L+575	666	666	653
Lightspeed Buyer Inc. (Revolver) ^{(7), (9)}	02/03/2026	Healthcare Technology	—	—	1,833	—	(37)
Lucky Bucks, LLC	07/20/2027	Hotels, Restaurants and Leisure	6.25 %	3M L+550	4,386	4,309	3,992
MAG DS Corp.	04/01/2027	Aerospace and Defense	7.75 %	1M L+550	3,724	3,580	3,388
Mars Acquisition Holdings Corp.	05/14/2026	Media	7.17 %	3M L+550	6,067	5,968	6,006
Mars Acquisition Holdings Corp. (Revolver) ^{(7), (9)}	05/14/2026	Media	—	—	1,624	—	(16)
MBS Holdings, Inc. (Revolver) ^{(7), (9)}	04/16/2027	Internet Software and Services	—	—	1,157	—	(12)
Meadowlark Acquirer, LLC - Term Loan I ⁽⁹⁾	12/10/2027	Professional Services	—	—	3,103	—	(47)
Meadowlark Acquirer, LLC - Term Loan II ⁽⁹⁾	12/10/2027	Professional Services	—	—	9,483	—	(142)
Meadowlark Acquirer, LLC (Revolver) ⁽⁹⁾	12/10/2027	Professional Services	—	—	1,693	—	(42)
MeritDirect, LLC	05/23/2024	Media	7.75 %	3M L+550	14,763	14,668	14,689
MeritDirect, LLC (Revolver) ^{(7), (9)}	05/23/2024	Media	—	—	2,869	—	(14)
Mission Critical Electronics, Inc.	03/28/2024	Capital Equipment	7.20 %	SOFR +500	3,440	3,420	3,399
Mission Critical Electronics, Inc. ⁽⁹⁾	03/28/2024	Capital Equipment	—	—	883	—	(7)
Mission Critical Electronics, Inc. (Revolver) ⁽⁷⁾	03/28/2024	Capital Equipment	6.88 %	1M L+500	689	689	681
Mission Critical Electronics, Inc. (Revolver) ^{(7), (9)}	03/28/2024	Capital Equipment	—	—	636	—	(8)
Municipal Emergency Services, Inc.	09/28/2027	Distributors	7.25 %	3M L+500	355	352	341
Municipal Emergency Services, Inc. ^{(7), (9)}	09/28/2027	Distributors	—	—	592	—	(17)
Municipal Emergency Services, Inc. (Revolver) ⁽⁷⁾	09/28/2027	Distributors	7.25 %	3M L+500	142	142	137
Municipal Emergency Services, Inc. (Revolver) ^{(7), (9)}	09/28/2027	Distributors	—	—	805	—	(31)
NBH Group LLC (Revolver) ^{(7), (9)}	08/19/2026	Healthcare Equipment and Supplies	—	—	1,677	—	(8)
OIS Management Services, LLC	07/09/2026	Healthcare Equipment and Supplies	6.95 %	SOFR + 475	1,980	1,955	1,950
OIS Management Services, LLC (Revolver) ^{(7), (9)}	07/09/2026	Healthcare Equipment and Supplies	—	—	444	—	(7)
One Stop Mailing, LLC	05/07/2027	Air Freight and Logistics	7.92 %	3M L+625	8,884	8,729	8,707
ORL Acquisition, Inc. ⁽⁷⁾	09/03/2027	Consumer Finance	7.50 %	3M L+525	7,213	7,082	7,213
ORL Acquisition, Inc. (Revolver) ^{(7), (9)}	09/03/2027	Consumer Finance	—	—	861	—	—
Output Services Group, Inc.	03/27/2024	Business Services	6.01 %	1M L+450	4,862	4,535	3,987
Owl Acquisition, LLC	02/04/2028	Professional Services	6.75 %	3M L+575	4,000	3,880	3,880
Ox Two, LLC	05/18/2026	Construction and Building	9.32 %	1M L+700	25,838	25,485	25,321
Ox Two, LLC (Revolver) ⁽⁷⁾	05/18/2026	Construction and Building	9.32 %	1M L+700	3,387	3,387	3,319
PL Acquisitionco, LLC	11/09/2027	Textiles, Apparel and Luxury Goods	8.17 %	3M L+650	6,126	6,029	6,018
PL Acquisitionco, LLC - (Revolver) ⁽⁹⁾	11/09/2027	Textiles, Apparel and Luxury Goods	—	—	2,290	—	(40)
Plant Health Intermediate, Inc.	10/19/2022	Chemicals, Plastics and Rubber	8.00 %	3M L+575	639	638	639
PlayPower, Inc.	05/08/2026	Leisure Products	7.75 %	1M L+550	3,449	3,427	2,992
PRA Events, Inc.	08/07/2025	Business Services	12.75 %	1M L+1,050	3,331	2,907	3,297
Quantic Electronics, LLC	11/19/2026	Electronic Equipment, Instruments, and Components	8.38 %	1M L+600	5,369	5,284	5,262
Quantic Electronics, LLC ^{(7), (9)}	11/19/2026	Electronic Equipment, Instruments, and Components	—	—	2,159	—	(22)
Quantic Electronics, LLC (Revolver) ⁽⁷⁾	11/19/2026	Electronic Equipment, Instruments, and Components	7.57 %	1M L+600	145	145	142
Quantic Electronics, LLC (Revolver) ^{(7), (9)}	11/19/2026	Electronic Equipment, Instruments, and Components	—	—	525	—	(10)
Questex, LLC	09/09/2024	Media: Diversified and Production	6.70 %	3M L+500	7,218	7,158	6,893
Questex, LLC (Revolver) ^{(7), (9)}	09/09/2024	Media: Diversified and Production	—	—	1,197	—	(54)

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PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
JUNE 30, 2022
(in thousands, except share data)
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Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ^(b)	Par / Shares	Cost	Fair Value ⁽²⁾
Rancho Health MSO, Inc. ⁽⁷⁾	12/18/2025	Healthcare Equipment and Supplies	6.51 %	3M L+550	1,042	\$ 1,042	\$ 1,042
Rancho Health MSO, Inc. (Revolver) ^{(7),(9)}	12/18/2025	Healthcare Equipment and Supplies	—	—	525	—	—
Recteq, LLC	01/29/2026	Leisure Products	8.25 %	3M L+600	1,481	1,459	1,444
Recteq, LLC (Revolver) ⁽⁷⁾	01/29/2026	Leisure Products	8.25 %	3M L+600	432	432	421
Recteq, LLC (Revolver) ^{(7),(9)}	01/29/2026	Leisure Products	—	—	864	—	(22)
Research Now Group, Inc. and Dynata, LLC	12/20/2024	Business Services	6.50 %	3M L+550	17,187	17,013	16,156
Riverpoint Medical, LLC	06/20/2025	Healthcare Equipment and Supplies	7.74 %	3M L+575	7,980	7,919	7,781
Riverpoint Medical, LLC (Revolver) ^{(7),(9)}	06/20/2025	Healthcare Equipment and Supplies	—	—	909	—	(23)
Riverside Assessments, LLC	03/10/2025	Professional Services	8.45 %	3M L+625	15,396	15,226	15,088
Sales Benchmark Index LLC	01/03/2025	Professional Services	8.25 %	3M L+600	7,484	7,401	7,484
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	7.15 %	1M L+550	3,588	3,559	3,552
Sargent & Greenleaf Inc. (Revolver)	12/20/2024	Electronic Equipment, Instruments, and Components	7.00 %	1M L+550	1,056	1,056	1,046
Schlesinger Global, Inc.	07/14/2025	Professional Services	8.70 %	SOFR + 500	14,578	14,478	14,359
Schlesinger Global, Inc. (Revolver)	07/14/2025	Professional Services	8.58 %	1M L+600	1,485	1,485	1,463
Schlesinger Global, Inc. (Revolver) ^{(7),(9)}	07/14/2025	Professional Services	—	—	385	—	(6)
Sigma Defense Systems, LLC	12/18/2025	IT Services	10.75 %	3M L+850	11,040	10,796	10,874
Sigma Defense Systems, LLC (Revolver) ⁽⁷⁾	12/18/2025	IT Services	10.75 %	3M L+850	996	996	981
Sigma Defense Systems, LLC (Revolver) ^{(7),(9)}	12/18/2025	IT Services	—	—	1,625	—	(24)
Signature Systems Holding Company	05/03/2024	Commercial Services & Supplies	8.75 %	1M L+650	10,520	10,454	10,467
Signature Systems Holding Company (Revolver)	05/03/2024	Commercial Services & Supplies	8.75 %	1M L+650	978	978	974
Signature Systems Holding Company (Revolver) ⁽⁹⁾	05/03/2024	Commercial Services & Supplies	—	—	769	—	(4)
Smile Brands Inc.	10/14/2025	Healthcare and Pharmaceuticals	6.32 %	1M L+450	1,936	1,936	1,882
Smile Brands Inc. (Revolver) ^{(7),(9)}	10/14/2025	Healthcare and Pharmaceuticals	—	—	1,508	—	(41)
Smile Brands Inc. LC (Revolver) ^{(7),(9)}	10/14/2025	Healthcare and Pharmaceuticals	—	—	108	—	(3)
Solutionreach, Inc.	01/17/2024	Healthcare Technology	7.42 %	3M L+575	5,757	5,716	5,538
Solutionreach, Inc. (Revolver) ^{(7),(9)}	01/17/2024	Healthcare Technology	—	—	1,665	—	(63)
Spear Education, LLC	02/26/2025	Professional Services	6.75 %	3M L+525	14,785	14,671	14,785
Spendmend Holdings LLC	03/01/2028	Healthcare Technology	7.38 %	SOFR + 575	2,024	1,995	1,971
Spendmend Holdings LLC ⁽⁹⁾	03/01/2023	Healthcare Technology	—	—	2,971	—	(55)
Spendmend Holdings LLC (Revolver)	03/01/2028	Healthcare Technology	7.38 %	3M L+575	119	119	116
Spendmend Holdings LLC (Revolver) ⁽⁹⁾	03/01/2028	Healthcare Technology	—	—	772	—	(20)
STV Group Incorporated	12/11/2026	Construction & Engineering	6.92 %	1M L+525	4,752	4,717	4,681
System Planning and Analysis, Inc. (f/k/a Management Consulting & Research, LLC)	08/16/2027	Aerospace and Defense	8.83 %	SOFR+600	18,607	18,269	18,309
System Planning and Analysis, Inc. (Revolver) (f/k/a Management Consulting & Research, LLC)	08/16/2027	Aerospace and Defense	—	—	5,188	—	(83)
TAC LifePort Purchaser, LLC	03/01/2026	Aerospace and Defense	8.25 %	3M L+600	475	467	473
TAC LifePort Purchaser, LLC (Revolver) ^{(7),(9)}	03/01/2026	Aerospace and Defense	—	—	1,302	—	(5)
TeleGuam Holdings, LLC	11/20/2025	Wireless Telecommunication Services	8.25 %	1M L+350	3,100	3,080	3,100
Teneo Holdings LLC	07/18/2025	Diversified Financial Services	6.85 %	1M L+525	5,808	5,727	5,692
The Aegis Technologies Group, LLC	10/31/2025	Aerospace and Defense	8.12 %	3M L+600	4,934	4,876	4,884
The Bluebird Group LLC	07/27/2026	Professional Services	8.75 %	3M L+650	6,297	6,187	6,360
The Bluebird Group LLC (Revolver) ^{(7),(9)}	07/27/2026	Professional Services	—	—	862	—	9
The InfoSoft Group, LLC	09/16/2024	Media: Broadcasting and Subscription	7.22 %	3M L+575	15,316	15,208	15,163
The Vertex Companies, LLC ⁽⁷⁾	08/30/2027	Construction & Engineering	7.01 %	1M L+550	2,094	2,073	2,056
The Vertex Companies, LLC ^{(7),(9)}	08/30/2027	Construction & Engineering	—	—	640	—	(5)
The Vertex Companies, LLC (Revolver) ^{(7),(9)}	08/30/2027	Construction & Engineering	—	—	911	—	(16)
TPC Canada Parent, Inc. and TPC US Parent, LLC ^{(5),(10)}	11/24/2025	Food Products	6.50 %	3M L+550	4,875	4,845	4,729
TVC Enterprises, LLC	03/26/2026	Commercial Services & Supplies	7.67 %	1M L+600	24,783	24,422	24,287
TVC Enterprises, LLC (Revolver) ^{(7),(9)}	03/26/2026	Commercial Services & Supplies	—	—	661	—	(13)
TWS Acquisition Corporation	06/16/2025	Diversified Consumer Services	8.76 %	1M L+625	5,468	5,392	5,441
TWS Acquisition Corporation (Revolver) ^{(7),(9)}	06/16/2025	Diversified Consumer Services	—	—	2,628	—	(13)
Tyto Athene, LLC	04/01/2028	IT Services	6.47 %	1M L+550	12,676	12,512	11,991
Tyto Athene, LLC (Revolver) ^{(7),(9)}	04/01/2026	IT Services	—	—	1,040	—	(56)
UBEO, LLC	04/03/2024	Capital Equipment	6.75 %	3M L+450	17,972	17,888	17,613
UBEO, LLC (Revolver) ⁽⁹⁾	04/03/2024	Capital Equipment	—	—	2,933	—	(73)
Unique Indoor Comfort, LLC	05/24/2027	Diversified Consumer Services	7.45 %	3M L + 525	4,988	4,914	4,913
Unique Indoor Comfort, LLC Term Loan ⁽⁷⁾	05/24/2027	Diversified Consumer Services	—	—	20,000	—	(100)
Unique Indoor Comfort, LLC (Revolver) ^{(7),(9)}	05/24/2027	Diversified Consumer Services	—	—	2,000	—	(30)
Walker Edison Furniture Company LLC	03/31/2027	Wholesale	11.00 %	1M L+875	12,619	12,363	12,240
Wildcat Buyerco, Inc.	02/27/2026	Electronic Equipment, Instruments, and Components	7.83 %	3M L+575	9,020	8,898	8,778
Wildcat Buyerco, Inc. Term Loan C ⁽⁹⁾	05/11/2023	Electronic Equipment, Instruments, and Components	—	—	937	—	(4)
Wildcat Buyerco, Inc. (Revolver) ⁽⁷⁾	02/27/2026	Electronic Equipment, Instruments, and Components	6.99 %	3M L+575	64	64	60
Wildcat Buyerco, Inc. (Revolver) ^{(7),(9)}	02/27/2026	Electronic Equipment, Instruments, and Components	—	—	470	—	(27)
Zips Car Wash, LLC	03/01/2024	Automobiles	8.27 %	3M L+725	20,857	20,635	20,439
Zips Car Wash, LLC ⁽⁹⁾	03/01/2024	Automobiles	—	—	104	—	(1)
Total First Lien Secured Debt						858,691	841,848
Second Lien Secured Debt—0.1%							
MailSouth Inc. ⁽⁷⁾	04/23/2025	Media: Advertising, Printing and Publishing	0.00 % ⁽⁹⁾	—	965	965	512
QuantiTech LLC	02/04/2027	Aerospace and Defense	11.12 %	3M L+1,000	150	148	149
Total Second Lien Secured Debt						1,113	661

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PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
JUNE 30, 2022
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Preferred Equity—1.6% ⁽⁶⁾							
Ad.net Holdings, Inc. ^{(7),(8)}	—	Media	—	—	6,720	\$ 672	\$ 726
Imagine Topco, LP	—	Software	8.00 %	—	1,236,027	1,236	1,148
Mars Intermediate Holdings II, Inc. ⁽⁷⁾	—	Media	—	—	835	835	949
MeritDirect Holdings, LP ^{(7),(8)}	—	Media	—	—	2,018	2,018	2,476
NXOF Holdings, Inc. (Tyto Athene, LLC) ⁽⁷⁾	—	IT Services	—	—	733	733	1,011
ORL Holdco, Inc. ⁽⁷⁾	—	Consumer Finance	—	—	1,327	133	141
Signature CR Intermediate Holdco, Inc. ⁽⁷⁾	—	Commercial Services & Supplies	12.00 %	—	1,323	1,323	1,727
TPC Holding Company, LP ^{(5),(7),(10)}	—	Food Products	—	—	409	409	112
TWD Parent Holdings, LLC (The Vertex Companies, LLC) ⁽⁷⁾	—	Construction & Engineering	—	—	37	37	40
UniTek Global Services, Inc. - Super Senior Preferred Equity ⁽⁷⁾	—	Telecommunications	20.00 %	—	343,861	344	—
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						8,859	8,330
Common Equity/Warrants—18.6% ⁽⁶⁾							
Ad.net Holdings, Inc. ^{(7),(8)}	—	Media	—	—	7,467	75	163
Affinion Group Holdings, Inc. (Warrants) ⁽⁷⁾	04/10/2024	Consumer Goods: Durable	—	—	8,893	245	—
AG Investco LP ^{(7),(8)}	—	Software	—	—	805,164	805	1,107
AG Investco LP ^{(7),(8),(9)}	—	Software	—	—	194,836	—	—
Altamira Intermediate Company II, Inc. ⁽⁷⁾	—	IT Services	—	—	1,437,500	1,438	594
Athletic Holdings, LLC	—	Healthcare Providers and Services	—	—	4,678	5,000	5,012
By Light Investco LP ^{(7),(8)}	—	High Tech Industries	—	—	21,908	—	17,197
By Light Investco LP ^{(7),(8),(9)}	—	High Tech Industries	—	—	7,401	—	—
Cartessa Aesthetics, LLC	—	Distributors	—	—	1,437,500	1,438	1,438
CI (Allied) Investment Holdings, LLC (PRA Events, Inc.) ^{(7),(8)}	—	Business Services	—	—	120,962	1,243	882
Connatix Parent, LLC ⁽⁷⁾	—	Media	—	—	38,278	421	499
Crane 1 Acquisition Parent Holdings, L.P. ⁽⁷⁾	—	Commercial Services & Supplies	—	—	130	120	146
Crash Champions Holdings, LLC ^{(7),(8)}	—	Automobiles	—	—	75	678	1,321
Delta InvestCo LP (Sigma Defense Systems, LLC) ^{(7),(8)}	—	IT Services	—	—	615,484	602	1,120
Delta InvestCo LP (Sigma Defense Systems, LLC) ^{(7),(8),(9)}	—	IT Services	—	—	389,386	—	—
ECM Investors, LLC ^{(7),(8)}	—	Electronic Equipment, Instruments, and Components	—	—	295,982	65	737
eCommission Holding Corporation ^{(7),(10)}	—	Banking, Finance, Insurance & Real Estate	—	—	20	251	331
Exigo, LLC	—	Software	—	—	541,667	542	542
FedHC InvestCo LP ^{(7),(8)}	—	Aerospace and Defense	—	—	21,083	711	2,428
FedHC InvestCo LP ^{(7),(8),(9)}	—	Aerospace and Defense	—	—	9,488	—	—
Gauge InfosoftCoInvest, LLC (The Infosoft Group, LLC) ⁽⁷⁾	—	Media: Broadcasting and Subscription	—	—	500	144	2,659
Gauge Lash Coinvest LLC ⁽⁷⁾	—	Personal Products	—	—	1,485,953	227	7,682
Gauge Schlesinger Coinvest LLC ⁽⁷⁾	—	Professional Services	—	—	437	437	674
Gauge TVC Coinvest, LLC (TVC Enterprises, LLC) ⁽⁷⁾	—	Professional Services	—	—	391,144	—	1,496
GCOM InvestCo LP ^{(7),(8)}	—	IT Services	—	—	19,184	3,342	4,334
Go Dawgs Capital III, LP (American Insulated Glass, LLC) ^{(7),(8)}	—	Building Products	—	—	324,675	325	360
Hancock Claims Consultants Investors, LLC ^{(7),(8)}	—	Insurance	—	—	450,000	450	497
HV Waterson Holdings, LLC	—	Professional Services	—	—	100,000	100	100
Icon Partners V C, L.P.	—	Internet Software and Services	—	—	1,851,852	1,852	2,036
Icon Partners V C, L.P. ^{(7),(9)}	—	Internet Software and Services	—	—	648,148	—	—
IIN Group Holdings, LLC (Integrative Nutrition, LLC) ^{(7),(8)}	—	Consumer Services	—	—	1,000	1,000	901
Imagine Topco, LP (Common)	—	Software	—	—	1,236,027	—	—
Ironclad Holdco, LLC (Applied Technical Services, LLC) ^{(7),(8)}	—	Commercial Services & Supplies	—	—	5,811	573	702
ITC Infusion Co-invest, LP	—	Healthcare Equipment and Supplies	—	—	59,211	592	738
ITC Rumba, LLC (Cano Health, LLC) ^{(7),(8)}	—	Healthcare and Pharmaceuticals	—	—	46,763	117	2,721
JWC-WE Holdings, L.P. (Walker Edison Furniture Company LLC) ^{(7),(8)}	—	Wholesale	—	—	1,948	568	—
Kinetic Purchaser, LLC	—	Personal Products	—	—	1,734,775	1,735	2,409
KL Stockton Co-Invest LP (Any Hour Services) ^{(7),(8)}	—	Energy Equipment and Services	—	—	382,353	382	525
Kentucky Racing Holdco, LLC (Warrants) ^{(7),(8)}	—	Hotels, Restaurants and Leisure	—	—	87,345	—	769
Lightspeed Investment Holdco LLC ⁽⁷⁾	—	Healthcare Technology	—	—	585,587	586	950
Mars Intermediate Holdings II, Inc. ⁽⁷⁾	—	Media	—	—	835	—	76
MeritDirect Holdings, LP ^{(7),(8)}	—	Media	—	—	2,018	—	322
Meadowlark Title, LLC	—	Professional Services	—	—	819,231	819	746
MSpark, LLC	—	Media: Advertising, Printing and Publishing	—	—	3,988	1,288	—
Municipal Emergency Services, Inc. ⁽⁷⁾	—	Distributors	—	—	1,973,370	2,005	1,772
NEPRT Parent Holdings, LLC (Recteq, LLC) ^{(7),(8)}	—	Leisure Products	—	—	1,494	1,450	671
North Haven Saints Equity Holdings, LP	—	Healthcare Technology	—	—	223,602	224	221
NXOF Holdings, Inc. (Tyto Athene, LLC) ⁽⁷⁾	—	IT Services	—	—	14,960	15	521
OceanSound Discovery Equity, LP (Holdco Sands Intermediate, LLC) ^{(7),(8)}	—	Aerospace and Defense	—	—	173,638	1,729	3,051
OHCP V BC COI, L.P.	—	Distributors	—	—	743,570	744	605
OHCP V BC COI, L.P. ^{(8),(9)}	—	Distributors	—	—	506,250	—	(94)
Oral Surgery (ITC) Holdings, LLC ^{(7),(8)}	—	Healthcare Equipment and Supplies	—	—	3,872	83	93
ORL Holdco, Inc. ⁽⁷⁾	—	Consumer Finance	—	—	1,474	15	275
PennantPark-TSO Senior Loan Fund, LP ⁽⁷⁾	—	Financial Services	—	—	11,167,847	11,168	10,553
Pink Lily Holdco, LLC (PL Acquisitions, LLC)	—	Textiles, Apparel and Luxury Goods	—	—	1,735	1,735	1,286
QuantiTech InvestCo LP ^{(7),(8)}	—	Aerospace and Defense	—	—	712	68	340
QuantiTech InvestCo LP ^{(7),(8),(9)}	—	Aerospace and Defense	—	—	955	—	—
QuantiTech InvestCo II LP ^{(7),(8)}	—	Aerospace and Defense	—	—	40	25	24
RFMG Parent, LP (Rancho Health MSO, Inc.) ⁽⁷⁾	—	Healthcare Equipment and Supplies	—	—	1,050,000	1,050	1,279

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
JUNE 30, 2022
(in thousands, except share data)
(Unaudited)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ⁽¹⁾	Par / Shares	Cost	Fair Value ⁽²⁾
SBI Holdings Investments LLC (Sales Benchmark Index LLC) ^{(7),(8)}	—	Professional Services	—	—	64,634	\$ 646	\$ 680
Seaway Topco, LP	—	Chemicals, Plastics and Rubber	—	—	250	250	250
Signature CR Intermediate Holdco, Inc. ⁽⁷⁾	—	Commercial Services & Supplies	—	—	70	70	—
SP L2 Holdings, LLC (Ledge Lounger, Inc.)	—	Leisure Products	—	—	360,103	360	329
SSC Dominion Holdings, LLC	—	Capital Equipment	—	—	500	500	630
Class A (US Dominion, Inc.) ⁽⁷⁾	—	—	—	—	—	—	—
SSC Dominion Holdings, LLC	—	Capital Equipment	—	—	500	—	1,368
Class B (US Dominion, Inc.) ⁽⁷⁾	—	—	—	—	—	—	—
StellPen Holdings, LLC (CF512, Inc.) ⁽⁷⁾	—	Media	—	—	161,538	162	145
TAC LifePort Holdings, LLC ^{(7),(8)}	—	Aerospace and Defense	—	—	488,372	488	533
Tower Arch Infolinks Media, LP (Infolinks Media Buyco, LLC)	—	Media	—	—	216,925	217	319
Tower Arch Infolinks Media, LP (Infolinks Media Buyco, LLC) ^{(9),(10)}	—	Media	—	—	148,681	—	—
TPC Holding Company, LP ^{(5),(7),(10)}	—	Food Products	—	—	21,527	22	—
TWD Parent Holdings, LLC (The Vertex Companies, LLC) ⁽⁷⁾	—	Construction & Engineering	—	—	749	1	—
UniTek Global Services, Inc. ⁽⁷⁾	—	Telecommunications	—	—	213,739	—	—
UniTek Global Services, Inc. (Warrants) ⁽⁷⁾	—	Telecommunications	—	—	23,889	—	—
UniVista Insurance ^{(7),(8)}	—	Insurance	—	—	400	386	457
WCP IvyRehab QP CF Feeder, LP	—	Healthcare Providers and Services	—	—	3,762,257	3,762	3,762
WCP IvyRehab QP CF Feeder, LP ⁽⁹⁾	—	Healthcare Providers and Services	—	—	237,743	—	—
Wildcat Parent, LP (Wildcat Buyerco, Inc.) ^{(7),(8)}	—	Electronic Equipment, Instruments, and Components	—	—	2,240	224	535
Total Common Equity/Warrants						55,570	93,819
Total Investments in Non-Controlled, Non-Affiliated Portfolio Companies						924,233	944,658
Investments in Controlled, Affiliated Portfolio Companies—55.8% ^{(3),(4)}							
First Lien Secured Debt—43.7%							
Marketplace Events, LLC - Super Priority First Lien Term Loan ⁽⁷⁾	09/30/2025	Media: Diversified and Production	6.69 % (PIK 6.25%)	3M L+525	3,582	3,582	3,582
Marketplace Events, LLC - Super Priority First Lien ^{(7),(9)}	09/30/2025	Media: Diversified and Production	—	—	3,261	—	—
Marketplace Events, LLC	09/30/2026	Media: Diversified and Production	6.69 %	3M L+525	26,771	19,200	26,771
PennantPark Senior Secured Loan Fund I LLC ^{(7),(9),(10)}	05/06/2024	Financial Services	9.10 %	3M L+800	190,181	190,181	190,181
Total First Lien Secured Debt						212,963	220,534
Equity Interests—12.1%							
New MPE Holdings, LLC (Marketplace Events, LLC) ^{(7),(8)}	—	Media: Diversified and Production	—	—	349	—	2,495
PennantPark Senior Secured Loan Fund I LLC ^{(7),(9),(10)}	—	Financial Services	—	—	81,506	81,506	58,755
Total Equity Interests						81,506	61,250
Total Investments in Controlled, Affiliated Portfolio Companies						294,469	281,784
Total Investments—242.9%						1,218,702	1,226,442
Cash and Cash Equivalents—8.0%							
BlackRock Federal FD Institutional 30						24,433	24,433
BNY Mellon Cash						16,199	16,183
Total Cash and Cash Equivalents						40,632	40,616
Total Investments and Cash Equivalents—250.9%						\$ 1,259,334	\$ 1,267,058
Liabilities in Excess of Other Assets—(150.9)%							(762,145)
Net Assets—100.0%							\$ 504,913

- (1) Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable London Interbank Offered Rate, or LIBOR or "L", 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 Schedule of Investments disclose the actual interest rate in effect as of the reporting period. LIBOR loans are typically indexed to a 30-day, 60-day, 90-day or 180-day LIBOR rate (1M L, 2M L, 3M L, or 6M L, respectively), at the borrower's option. All securities are subject to a LIBOR or Prime rate floor where a spread is provided, unless noted. The spread provided includes payment-in-kind, or 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-U.S. company or principal place of business outside the United States.
- (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 2031 Asset-Backed Debt (See Note 10) and held through PennantPark CLO I, Ltd.
- (8) Investment is held through our Taxable Subsidiary (See Note 1).
- (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 June 30, 2022, qualifying assets represent 78% of our total assets and non-qualifying assets represent 22% of our total assets.
- (11) Par amount is denominated in Australian Dollars (AUD) as denoted.

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS
SEPTEMBER 30, 2021
(in thousands, except share data)

Issuer Name	x Maturity	x Industry	x Current Coupon	x Basis Point Spread Above Index ⁽¹⁾	x Par / Shares	x Cost	x Fair Value ⁽²⁾
Investments in Non-Controlled, Non-Affiliated Portfolio Companies—174.6% ^{(3),(4)}							
First Lien Secured Debt—155.8%							
18 Fremont Street Acquisition, LLC	08/11/2025	Hotels, Restaurants and Leisure	9.50%	1M L+800	5,996	\$ 5,910	\$ 6,101
Ad.net Acquisition, LLC	05/06/2026	Media	7.00%	3M L+600	4,988	4,917	4,913
Ad.net Acquisition, LLC (Revolver) ⁽⁷⁾	05/06/2026	Media	7.00%	3M L+600	212	212	208
Ad.net Acquisition, LLC (Revolver) ^{(7),(9)}	05/06/2026	Media	—	—	1,033	—	(15)
Altamira Technologies, LLC	07/24/2025	IT Services	8.00%	3M L+700	5,069	5,016	4,752
Altamira Technologies, LLC (Revolver) ⁽⁷⁾	07/24/2025	IT Services	8.00%	3M L+700	575	575	539
Altamira Technologies, LLC (Revolver) ^{(7),(9)}	07/24/2025	IT Services	—	—	1,581	—	(99)
American Insulated Glass, LLC	12/21/2023	Building Products	6.50% ⁽⁶⁾	3M L+550	8,905	8,818	8,816
American Teleconferencing Services, Ltd. ⁽⁷⁾	09/09/2021	Telecommunications	0.00% ⁽⁶⁾	—	7,986	7,915	1,278
American Teleconferencing Services, Ltd. (Revolver) ⁽⁷⁾	12/08/2022	Telecommunications	0.00% ⁽⁶⁾	—	1,656	1,642	1,656
Any Hour Services	07/21/2027	Energy Equipment and Services	6.75%	3M L+575	6,500	6,373	6,370
Any Hour Services (Revolver) ^{(7),(9)}	07/21/2027	Energy Equipment and Services	—	—	3,824	—	(38)
Any Hour Services (Revolver) ^{(7),(9)}	07/21/2027	Energy Equipment and Services	—	—	1,147	—	(23)
Apex Service Partners, LLC	07/31/2025	Diversified Consumer Services	6.25%	1M L+525	6,272	6,216	6,209
Apex Service Partners, LLC Term Loan B	07/31/2025	Diversified Consumer Services	6.50%	1M L+550	300	300	297
Apex Service Partners, LLC Term Loan C	07/31/2025	Diversified Consumer Services	6.25%	1M L+525	6,897	6,802	6,828
Apex Service Partners, LLC Term Loan C ^{(7),(9)}	01/31/2022	Diversified Consumer Services	—	—	13,179	—	(16)
Apex Service Partners, LLC (Revolver) ⁽⁷⁾	07/29/2024	Diversified Consumer Services	6.25%	1M L+525	473	473	465
Apex Service Partners, LLC (Revolver) ^{(7),(9)}	07/29/2024	Diversified Consumer Services	—	—	1,372	—	(24)
API Technologies Corp.	05/11/2026	Electronic Equipment, Instruments, and Components	4.33%	1M L+425	5,865	5,841	5,689
Applied Technical Services, LLC	12/29/2026	Commercial Services & Supplies	6.75%	3M L+575	4,963	4,863	4,863
Applied Technical Services, LLC ^{(7),(9)}	06/29/2022	Commercial Services & Supplies	—	—	8,567	—	(75)
Applied Technical Services, LLC (Revolver) ^{(7),(9)}	12/29/2026	Commercial Services & Supplies	—	—	1,273	—	(25)
By Light Professional IT Services, LLC	05/16/2022	High Tech Industries	7.25%	3M L+625	22,681	22,627	22,681
By Light Professional IT Services, LLC (Revolver) ⁽⁹⁾	05/16/2022	High Tech Industries	—	—	3,063	—	—
Cadence Aerospace, LLC ⁽⁷⁾	11/14/2023	Aerospace and Defense	9.50% (PIK 9.50%)	3M L+850	3,002	2,985	2,928
Cano Health, LLC	11/23/2027	Healthcare and Pharmaceuticals	5.25%	1M L+450	2,653	2,647	2,654
CF512, Inc.	08/20/2026	Media	7.00%	3M L+600	10,500	10,293	10,290
CF512, Inc. ^{(7),(9)}	08/20/2026	Media	—	—	2,864	—	(29)
CF512, Inc. (Revolver) ^{(7),(9)}	08/20/2026	Media	—	—	955	—	(19)
CHA Holdings, Inc.	04/10/2025	Environmental Industries	5.50%	3M L+450	1,597	1,593	1,573
Challenger Performance Optimization, Inc. (Revolver) ^{(7),(9)}	08/31/2023	Business Services	—	—	711	—	(21)
Compex Legal Services, Inc.	02/09/2026	Professional Services	6.75%	3M L+575	7,653	7,530	7,566
Compex Legal Services, Inc. (Revolver) ⁽⁷⁾	02/07/2025	Professional Services	6.75%	3M L+575	984	984	973
Compex Legal Services, Inc. (Revolver) ^{(7),(9)}	02/07/2025	Professional Services	—	—	422	—	(5)
Confluent Health, LLC	06/24/2026	Health Providers and Services	5.08%	1M L+500	3,910	3,879	3,910
Connatix Buyer, Inc.	07/13/2027	Media	6.25%	3M L+550	4,000	3,921	3,920
Connatix Buyer, Inc. ^{(7),(9)}	01/13/2023	Media	—	—	2,105	—	(21)
Connatix Buyer, Inc. (Revolver) ⁽⁷⁾	07/13/2027	Media	6.25%	3M L+550	123	123	121
Connatix Buyer, Inc. (Revolver) ^{(7),(9)}	07/13/2027	Media	—	—	1,111	—	(22)
CoolSys, Inc.	08/04/2028	Commercial Services & Supplies	5.50%	3M L+475	1,909	1,890	1,914
CoolSys, Inc. ^{(7),(9)}	08/04/2028	Commercial Services & Supplies	—	—	848	—	2
Crane 1 Services, Inc. ^{(7),(9)}	08/16/2023	Commercial Services & Supplies	—	—	897	—	(2)
Crane 1 Services, Inc. (Revolver) ^{(7),(9)}	08/16/2027	Commercial Services & Supplies	—	—	336	—	(3)
Crash Champions, LLC	08/05/2025	Automobiles	5.85%	3M L+500	13,078	12,889	12,817
Crash Champions, LLC ^{(7),(9)}	05/14/2022	Automobiles	—	—	12,912	—	(129)
Digital Room Holdings, Inc.	05/22/2026	Media: Advertising, Printing and Publishing	5.08%	1M L+500	6,547	6,468	6,462
Douglas Products and Packaging Company LLC	10/19/2022	Chemicals, Plastics and Rubber	6.75%	3M L+575	6,545	6,514	6,545
Douglas Products and Packaging Company LLC (Revolver)	10/19/2022	Chemicals, Plastics and Rubber	8.00%	P+475	2,927	2,927	2,927
Douglas Products and Packaging Company LLC (Revolver) ⁽⁹⁾	10/19/2022	Chemicals, Plastics and Rubber	—	—	1,464	—	—
Douglas Sewer Intermediate, LLC	10/19/2022	Chemicals, Plastics and Rubber	6.75%	3M L+575	3,961	3,942	3,961
Dr. Squatch, LLC	08/27/2026	Personal Products	7.00%	3M L+600	9,485	9,297	9,296
Dr. Squatch, LLC (Revolver) ⁽⁷⁾	08/27/2026	Personal Products	7.00%	3M L+600	2,459	2,459	2,410
Dr. Squatch, LLC (Revolver) ^{(7),(9)}	08/27/2026	Personal Products	—	—	894	—	(18)
DRS Holdings III, Inc.	11/03/2025	Personal Products	7.25%	3M L+625	17,671	17,515	17,547
DRS Holdings III, Inc. (Revolver) ^{(7),(9)}	11/03/2025	Personal Products	—	—	1,426	—	(10)
East Valley Tourist Development Authority	03/07/2022	Hotel, Gaming and Leisure	9.00% (PIK 3.50%)	3M L+800	13,217	13,191	13,019
ECL Entertainment, LLC	03/31/2028	Hotels, Restaurants and Leisure	8.25%	1M L+750	5,256	5,205	5,374
ECM Industries, LLC (Revolver) ⁽⁹⁾	12/23/2025	Electronic Equipment, Instruments, and Components	—	—	914	—	(5)
eCommission Financial Services, Inc. ⁽¹⁰⁾	10/05/2023	Banking, Finance, Insurance & Real Estate	6.00%	1M L+500	6,951	6,951	6,951
eCommission Financial Services, Inc. (Revolver) ^{(7),(9),(10)}	10/05/2023	Banking, Finance, Insurance & Real Estate	—	—	5,000	—	—
Efficient Collaborative Retail Marketing Company, LLC	06/15/2022	Media: Diversified and Production	7.75%	3M L+675	7,189	7,180	7,153
Findex Group Limited ^{(5),(10),(11)}	05/31/2024	Diversified Financial Services	5.07%	3M L+500	AUD 10,000	7,323	7,151
Gantech Acquisition Corp.	05/14/2026	IT Services	7.25%	1M L+625	17,413	17,082	17,064
Gantech Acquisition Corp. (Revolver) ⁽⁷⁾	05/14/2026	IT Services	7.25%	1M L+625	933	933	915
Gantech Acquisition Corp. (Revolver) ^{(7),(9)}	05/14/2026	IT Services	—	—	2,800	—	(56)
Global Holdings InterCo LLC	03/16/2026	Diversified Financial Services	7.00%	3M L+600	3,483	3,435	3,465
Graffiti Buyer, Inc. ^{(7),(9)}	08/10/2023	Trading Companies & Distributors	—	—	1,071	—	(5)
Graffiti Buyer, Inc. (Revolver) ^{(7),(9)}	08/10/2027	Trading Companies & Distributors	—	—	865	—	(20)
Hancock Roofing and Construction L.L.C.	12/31/2026	Insurance	6.00%	3M L+500	3,474	3,397	3,439
Hancock Roofing and Construction L.L.C. ^{(7),(9)}	12/31/2022	Insurance	—	—	1,500	—	(15)
Hancock Roofing and Construction L.L.C. (Revolver) ^{(7),(9)}	12/31/2026	Insurance	—	—	750	—	(8)
Holdco Sands Intermediate, LLC	12/19/2025	Aerospace and Defense	7.50%	3M L+600	2,983	2,941	2,968
HW Holdco, LLC	12/10/2024	Media	5.50%	1M L+450	7,341	7,296	7,267
HW Holdco, LLC (Revolver) ⁽⁷⁾	12/10/2024	Media	5.50%	1M L+450	523	523	517
HW Holdco, LLC (Revolver) ^{(7),(9)}	12/10/2024	Media	—	—	929	—	(9)
IG Investments Holdings, LLC ⁽⁷⁾	09/22/2028	Professional Services	6.75%	3M L+600	4,518	4,428	4,428
IG Investments Holdings, LLC (Revolver) ^{(7),(9)}	09/22/2027	Professional Services	—	—	477	—	—

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PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2021
(in thousands, except share data)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ⁽¹⁾	Par / Shares	Cost	Fair Value ⁽²⁾
IMIA Holdings, Inc.	04/09/2027	Aerospace and Defense	6.75 %	3M L+600	13,144	\$ 12,904	\$ 12,881
IMIA Holdings, Inc. (Revolver) ^{(7),(9)}	04/09/2027	Aerospace and Defense	—	—	2,343	—	(47)
Innova Medical Ophthalmics Inc. ^{(5),(10)}	04/13/2023	Capital Equipment	7.25 %	3M L+625	3,253	3,234	3,253
Innova Medical Ophthalmics Inc. (Revolver) ^{(5),(7),(10)}	04/13/2023	Capital Equipment	7.25 %	3M L+625	534	534	534
Integrative Nutrition, LLC	09/29/2023	Consumer Services	5.50 %	3M L+450	16,167	16,095	16,167
Integrative Nutrition, LLC (Revolver) ^{(7),(9)}	09/29/2023	Consumer Services	—	—	5,000	—	—
Integrity Marketing Acquisition, LLC ⁽⁷⁾	08/27/2025	Insurance	6.25 %	3M L+550	3,170	3,147	3,154
Integrity Marketing Acquisition, LLC ^{(7),(9)}	07/09/2023	Insurance	—	—	18,822	—	47
K2 Pure Solutions NoCal, L.P. (Revolver) ⁽⁷⁾	12/20/2023	Chemicals, Plastics and Rubber	8.00 %	1M L+700	643	643	626
K2 Pure Solutions NoCal, L.P. (Revolver) ^{(7),(9)}	12/20/2023	Chemicals, Plastics and Rubber	—	—	786	—	(21)
Lash OpCo, LLC	02/18/2027	Personal Products	8.00 %	1M L+700	31,662	30,960	31,029
Lash OpCo, LLC (Revolver) ⁽⁷⁾	08/16/2026	Personal Products	8.00 %	1M L+700	307	307	301
Lash OpCo, LLC (Revolver) ^{(7),(9)}	08/16/2026	Personal Products	—	—	1,613	—	(32)
LAV Gear Holdings, Inc.	10/31/2024	Capital Equipment	8.50 %	1M L+750	9,487	9,453	8,892
LAV Gear Holdings, Inc. (Revolver) ⁽⁷⁾	10/31/2024	Capital Equipment	8.50 %	1M L+750	1,691	1,691	1,585
Lightspeed Buyer Inc.	02/03/2026	Healthcare Technology	6.75 %	1M L+575	29,607	29,160	29,607
Lightspeed Buyer Inc. (Revolver) ^{(7),(9)}	02/03/2026	Healthcare Technology	—	—	2,499	—	—
Lombart Brothers, Inc.	04/13/2023	Capital Equipment	7.25 %	3M L+625	14,285	14,208	14,285
Lombart Brothers, Inc. (Revolver) ⁽⁷⁾	04/13/2023	Capital Equipment	7.25 %	3M L+625	516	516	516
Lucky Bucks, LLC	07/20/2027	Hotels, Restaurants and Leisure	6.25 %	3M L+550	4,500	4,411	4,424
MAG DS Corp.	04/01/2027	Aerospace and Defense	6.50 %	1M L+550	3,891	3,721	3,502
Magenta Buyer, LLC	07/31/2028	Software	5.75 %	3M L+500	10,000	9,901	9,997
Mars Acquisition Holdings Corp.	05/14/2026	Media	6.50 %	3M L+550	6,113	5,998	6,052
Mars Acquisition Holdings Corp. (Revolver) ^{(7),(9)}	05/14/2026	Media	—	—	1,624	—	(16)
MBS Holdings, Inc. (Revolver) ^{(7),(9)}	04/16/2027	Internet Software and Services	—	—	1,157	—	(23)
MeritDirect, LLC	05/23/2024	Media	6.50 %	3M L+550	25,250	25,029	24,997
MeritDirect, LLC (Revolver) ^{(7),(9)}	05/23/2024	Media	—	—	4,482	—	(45)
Mission Critical Electronics, Inc.	09/28/2022	Capital Equipment	6.00 %	1M L+500	606	604	606
Mission Critical Electronics, Inc. (Revolver) ⁽⁷⁾	09/28/2022	Capital Equipment	6.00 %	1M L+500	468	468	468
Mission Critical Electronics, Inc. (Revolver) ^{(7),(9)}	09/28/2022	Capital Equipment	—	—	857	—	—
Municipal Emergency Services, Inc. ⁽⁷⁾	09/28/2027	Distributors	6.00 %	3M L+500	3,500	3,430	3,430
Municipal Emergency Services, Inc. ^{(7),(9)}	09/28/2027	Distributors	—	—	947	—	—
Municipal Emergency Services, Inc. (Revolver) ^{(7),(9)}	09/28/2027	Distributors	—	—	947	—	—
NBH Group LLC (Revolver) ^{(7),(9)}	08/19/2026	Healthcare Equipment and Supplies	—	—	1,677	—	(34)
OIS Management Services, LLC	07/09/2026	Healthcare Equipment and Supplies	5.75 %	3M L+475	3,195	3,156	3,147
OIS Management Services, LLC ^{(7),(9)}	07/09/2023	Healthcare Equipment and Supplies	—	—	1,911	—	(14)
OIS Management Services, LLC (Revolver) ^{(7),(9)}	07/09/2026	Healthcare Equipment and Supplies	—	—	444	—	(7)
One Stop Mailing, LLC	05/07/2027	Air Freight and Logistics	7.25 %	3M L+625	8,952	8,779	8,795
ORL Acquisition, Inc. ⁽⁷⁾	09/03/2027	Consumer Finance	6.25 %	3M L+525	7,268	7,124	7,123
ORL Acquisition, Inc. (Revolver) ^{(7),(9)}	09/03/2027	Consumer Finance	—	—	861	—	—
Output Services Group, Inc.	03/27/2024	Business Services	5.50 %	1M L+450	4,900	4,448	4,459
Ox Two, LLC	05/18/2026	Construction and Building	7.00 %	1M L+600	22,636	22,296	22,184
Ox Two, LLC (Revolver) ⁽⁷⁾	05/18/2026	Construction and Building	7.00 %	1M L+600	903	903	885
Ox Two, LLC (Revolver) ^{(7),(9)}	05/18/2026	Construction and Building	—	—	2,484	—	(50)
Plant Health Intermediate, Inc.	10/19/2022	Chemicals, Plastics and Rubber	6.75 %	3M L+575	644	642	644
PlayPower, Inc.	05/08/2026	Leisure Products	5.70 %	1M L+550	5,074	5,037	4,981
PRA Events, Inc.	08/07/2025	Business Services	11.50 %	1M L+1,050	3,158	2,724	2,985
Quantic Electronics, LLC	11/19/2026	Electronic Equipment, Instruments, and Components	7.25 %	1M L+625	8,716	8,583	8,542
Quantic Electronics, LLC ^{(7),(9)}	11/19/2026	Electronic Equipment, Instruments, and Components	—	—	2,810	—	(28)
Quantic Electronics, LLC (Revolver) ^{(7),(9)}	11/19/2026	Electronic Equipment, Instruments, and Components	—	—	670	—	(13)
Questex, LLC	09/09/2024	Media: Diversified and Production	6.00 %	3M L+500	7,275	7,195	6,839
Questex, LLC (Revolver) ^{(7),(9)}	09/09/2024	Media: Diversified and Production	6.00 %	3M L+500	718	718	675
Questex, LLC (Revolver) ^{(7),(9)}	09/09/2024	Media: Diversified and Production	—	—	479	—	(29)
Rancho Health MSO, Inc. ⁽⁷⁾	12/18/2025	Healthcare Equipment and Supplies	6.75 %	3M L+575	1,050	1,050	1,050
Rancho Health MSO, Inc. (Revolver) ^{(7),(9)}	12/18/2025	Healthcare Equipment and Supplies	—	—	525	—	—
Recteq, LLC	01/29/2026	Leisure Products	7.00 %	3M L+600	1,493	1,466	1,478
Recteq, LLC (Revolver) ^{(7),(9)}	01/29/2026	Leisure Products	—	—	1,296	—	(13)
Research Horizons, LLC	06/28/2022	Media: Advertising, Printing and Publishing	7.25 %	3M L+625	6,719	6,694	6,652
Research Now Group, Inc. and Dynata, LLC	12/20/2024	Business Services	6.50 %	3M L+550	17,322	17,099	17,102
Riverpoint Medical, LLC	06/20/2025	Healthcare Equipment and Supplies	6.00 %	3M L+450	8,115	8,039	8,015
Riverpoint Medical, LLC (Revolver) ^{(7),(9)}	06/20/2025	Healthcare Equipment and Supplies	—	—	909	—	(11)
Riverside Assessments, LLC	03/10/2025	Professional Services	6.75 %	3M L+575	16,174	15,950	15,769
Sales Benchmark Index LLC	01/03/2025	Professional Services	7.75 %	3M L+600	7,906	7,796	7,708
Sales Benchmark Index LLC (Revolver) ^{(7),(9)}	01/03/2025	Professional Services	—	—	1,293	—	(32)
Sargent & Greenleaf Inc.	12/20/2024	Electronic Equipment, Instruments, and Components	7.00 %	1M L+550	3,694	3,656	3,694
Sargent & Greenleaf Inc. (Revolver)	12/20/2024	Electronic Equipment, Instruments, and Components	7.00 %	1M L+550	528	528	528
Sargent & Greenleaf Inc. (Revolver) ^{(7),(9)}	12/20/2024	Electronic Equipment, Instruments, and Components	—	—	528	—	—
Schlesinger Global, Inc.	07/14/2025	Professional Services	8.00 %	1M L+700	13,377	13,275	12,775
Schlesinger Global, Inc. (Revolver)	07/14/2025	Professional Services	8.00 %	1M L+700	1,181	1,181	1,128
Schlesinger Global, Inc. (Revolver) ^{(7),(9)}	07/14/2025	Professional Services	—	—	691	—	(31)
Sigma Defense Systems, LLC	12/18/2025	IT Services	9.75 %	3M L+875	805	787	791
Sigma Defense Systems, LLC (Revolver) ^{(7),(9)}	12/18/2025	IT Services	—	—	837	—	(15)
Signature Systems Holding Company	05/03/2024	Commercial Services & Supplies	8.50 %	1M L+750	11,700	11,598	11,583
Signature Systems Holding Company (Revolver) ⁽⁷⁾	05/03/2024	Commercial Services & Supplies	8.50 %	1M L+750	419	419	415
Signature Systems Holding Company (Revolver) ⁽⁹⁾	05/03/2024	Commercial Services & Supplies	—	—	1,328	—	(13)
Signature Systems Holding Company - Term Loan II	12/31/2021	Commercial Services & Supplies	8.50 %	1M L+750	699	695	692

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PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2021
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Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ⁽¹⁾	Par / Shares	Cost	Fair Value ⁽²⁾
Smile Brands Inc.	10/14/2024	Healthcare and Pharmaceuticals	5.27 %	1M L+450	1,962	\$ 1,962	\$ 1,942
Smile Brands Inc. (Revolver) ^{(7),(9)}	10/14/2024	Healthcare and Pharmaceuticals	—	—	1,616	—	(16)
Snak Club, LLC (Revolver) ⁽⁷⁾	07/19/2021	Beverage, Food and Tobacco	7.00 %	3M L+600	67	67	67
Snak Club, LLC (Revolver) ^{(7),(9)}	07/19/2021	Beverage, Food and Tobacco	—	—	428	—	—
Solutionreach, Inc.	01/17/2024	Healthcare Technology	6.75 %	3M L+575	5,989	5,928	5,989
Solutionreach, Inc. (Revolver) ^{(7),(9)}	01/17/2024	Healthcare Technology	—	—	1,665	—	—
Spear Education, LLC	02/26/2025	Professional Services	6.00 %	3M L+500	14,898	14,752	14,898
Spear Education, LLC ^{(7),(9)}	02/26/2022	Professional Services	—	—	6,875	—	—
Spectacle Gary Holdings, LLC	12/23/2025	Hotels, Restaurants and Leisure	11.00 %	1M L+900	4,988	4,871	5,415
STV Group Incorporated	12/11/2026	Construction & Engineering	5.33 %	1M L+525	4,752	4,712	4,728
TAC LifePort Purchaser, LLC	03/01/2026	Aerospace and Defense	7.00 %	3M L+600	531	521	531
TAC LifePort Purchaser, LLC (Revolver) ^{(7),(9)}	03/01/2026	Aerospace and Defense	—	—	1,302	—	(0)
TeleGuam Holdings, LLC	11/20/2025	Wireless Telecommunication Services	5.50 %	1M L+450	3,127	3,103	3,096
Teneo Holdings LLC	07/18/2025	Diversified Financial Services	6.25 %	1M L+525	5,853	5,754	5,821
The Aegis Technologies Group, LLC	10/31/2025	Aerospace and Defense	7.00 %	3M L+600	4,968	4,900	4,919
The Bluebird Group LLC	07/27/2026	Professional Services	8.00 %	3M L+700	4,844	4,750	4,814
The Bluebird Group LLC (Revolver) ^{(7),(9)}	07/27/2026	Professional Services	—	—	862	—	(5)
The Infosoft Group, LLC	09/16/2024	Media: Broadcasting and Subscription	6.75 %	3M L+575	15,725	15,633	15,725
The Vertex Companies, LLC ^{(7),(9)}	08/30/2027	Construction & Engineering	—	—	2,734	—	(24)
The Vertex Companies, LLC (Revolver) ^{(7),(9)}	08/30/2027	Construction & Engineering	—	—	911	—	(17)
TPC Canada Parent, Inc. and TPC US Parent, LLC ^{(5),(10)}	11/24/2025	Food Products	6.25 %	3M L+525	4,913	4,876	4,765
TVC Enterprises, LLC	03/26/2026	Commercial Services & Supplies	6.75 %	1M L+575	24,987	24,663	24,987
TVC Enterprises, LLC (Revolver) ^{(7),(9)}	03/26/2026	Commercial Services & Supplies	—	—	1,304	—	—
TWS Acquisition Corporation	06/16/2025	Diversified Consumer Services	7.25 %	1M L+625	6,636	6,524	6,636
TWS Acquisition Corporation (Revolver) ^{(7),(9)}	06/16/2025	Diversified Consumer Services	—	—	2,628	—	—
Tyto Athene, LLC	04/01/2028	IT Services	6.25 %	1M L+550	12,036	11,861	12,036
Tyto Athene, LLC (Revolver) ^{(7),(9)}	04/01/2026	IT Services	—	—	1,040	—	—
UBEO, LLC	04/03/2024	Capital Equipment	5.50 %	3M L+450	18,112	18,015	18,022
UBEO, LLC (Revolver)	04/03/2024	Capital Equipment	5.50 %	3M L+450	1,467	1,467	1,459
UBEO, LLC (Revolver) ⁽⁹⁾	04/03/2024	Capital Equipment	—	—	1,467	—	(7)
Urology Management Associates, LLC	08/30/2024	Healthcare Providers and Services	5.50 %	3M L+450	4,776	4,721	4,752
Vision Purchaser Corporation	06/10/2025	Media	7.75 %	1M L+675	14,249	14,045	14,035
Walker Edison Furniture Company LLC	03/31/2027	Wholesale	6.75 %	1M L+575	12,438	12,147	11,971
Wildcat Buyerco, Inc.	02/27/2026	Electronic Equipment, Instruments, and Components	6.00 %	3M L+500	3,057	3,039	3,042
Wildcat Buyerco, Inc. ^{(7),(9)}	02/27/2022	Electronic Equipment, Instruments, and Components	—	—	2,491	—	16
Wildcat Buyerco, Inc. (Revolver) ^{(7),(9)}	02/27/2026	Electronic Equipment, Instruments, and Components	—	—	534	—	(7)
Total First Lien Secured Debt						772,799	764,584
Second Lien Secured Debt—0.7%							
Mailsouth Inc. ⁽⁷⁾	04/23/2025	Media: Advertising, Printing and Publishing	15.00 %	—	864	864	864
PT Network Intermediate Holdings, LLC ⁽⁷⁾	11/30/2024	Healthcare and Pharmaceuticals	11.00 %	3M L+1,000	2,343	2,331	2,343
			(PIK 15.00%)				
QuantiTech LLC	02/04/2027	Aerospace and Defense	11.00 %	3M L+1,000	150	147	147
			(PIK 11.00%)				
Total Second Lien Secured Debt						3,343	3,355
Preferred Equity—1.3% ⁽⁸⁾							
Ad.net Holdings, Inc. ^{(7),(8)}	—	Media	—	—	6,720	672	672
CI (PTN) Investment Holdings II, LLC	—	Healthcare and Pharmaceuticals	—	—	1,458	22	—
(PT Network, LLC) ^{(7),(8)}	—						
Mars Intermediate Holdings II, Inc. ⁽⁷⁾	—	Media	—	—	835	835	872
MeritDirect Holdings, LP ^{(7),(8)}	—	Media	—	—	960	960	1,232
NXOF Holdings, Inc. (Tyto Athene, LLC) ⁽⁷⁾	—	IT Services	—	—	733	733	926
ORL Holdco, Inc. ⁽⁷⁾	—	Consumer Finance	—	—	1,327	133	133
PT Network Intermediate Holdings, LLC ^{(7),(8)}	—	Healthcare and Pharmaceuticals	11.00 %	3M L+1,000	33	429	536
Signature CR Intermediate Holdco, Inc. ⁽⁷⁾	—	Commercial Services & Supplies	12.00 %	—	1,323	1,323	1,628
TPC Holding Company, LP ^{(5),(7),(10)}	—	Food Products	—	—	409	409	490
TWD Parent Holdings, LLC (The Vertex Companies, LLC) ⁽⁷⁾	—	Construction & Engineering	—	—	37	37	37
UniTek Global Services, Inc. - Super Senior Preferred Equity ⁽⁷⁾	—	Telecommunications	20.00 %	—	343,861	344	—
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						7,016	6,525
Common Equity/Warrants—16.8% ⁽⁸⁾							
Ad.net Holdings, Inc. ^{(7),(8)}	—	Media	—	—	7,467	75	137
Affinion Group Holdings, Inc. (Warrants) ⁽⁷⁾	04/10/2024	Consumer Goods: Durable	—	—	8,893	245	—
AG Investco LP ^{(7),(8)}	—	Software	—	—	805,164	805	1,192
AG Investco LP ^{(7),(8),(9)}	—	Software	—	—	194,836	—	—
Altamira Intermediate Company II, Inc. ⁽⁷⁾	—	IT Services	—	—	1,437,500	1,438	378
By Light Investco LP ^{(7),(8)}	—	High Tech Industries	—	—	21,908	2,100	12,799
By Light Investco LP ^{(7),(8),(9)}	—	High Tech Industries	—	—	7,401	—	—
CI (Allied) Investment Holdings, LLC	—	Business Services	—	—	120,962	1,243	475
(PRA Events, Inc.) ^{(7),(8)}	—						
CI (PTN) Investment Holdings II, LLC	—	Healthcare and Pharmaceuticals	—	—	13,333	200	—
(PT Network, LLC) ^{(7),(8)}	—						
Connatix Parent, LLC ⁽⁷⁾	—	Media	—	—	38,278	421	423
Crane 1 Acquisition Parent Holdings, L.P. ⁽⁷⁾	—	Commercial Services & Supplies	—	—	130	120	120
Crash Champions Holdings, LLC ^{(7),(8)}	—	Automobiles	—	—	75	678	764

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SEPTEMBER 30, 2021
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Delta InvestCo LP (Sigma Defense Systems, LLC) ^{(7),(8)}	—	IT Services	—	—	502,435	\$ 502	\$ 430
Delta InvestCo LP (Sigma Defense Systems, LLC) ^{(7),(8),(9)}	—	IT Services	—	—	502,435	—	(73)
ECM Investors, LLC ^{(7),(8)}	—	Electronic Equipment, Instruments, and Components	—	—	295,982	72	997
eCommission Holding Corporation ^{(7),(10)}	—	Banking, Finance, Insurance & Real Estate	—	—	20	251	288
FedHC InvestCo LP ^{(7),(8)}	—	Aerospace and Defense	—	—	4,951	495	504
FedHC InvestCo LP ^{(7),(8),(9)}	—	Aerospace and Defense	—	—	6,051	—	—
Gauge InfosoftCoInvest, LLC (The Infosoft Group, LLC) ⁽⁷⁾	—	Media: Broadcasting and Subscription	—	—	500	144	2,217
Gauge Lash Coinvest LLC ⁽⁷⁾	—	Personal Products	—	—	1,485,953	227	5,944
Gauge Schlesinger Coinvest LLC ⁽⁷⁾	—	Professional Services	—	—	437	437	440
Gauge TVC Coinvest, LLC (TVC Enterprises, LLC) ⁽⁷⁾	—	Professional Services	—	—	391,144	—	1,285
GCOM InvestCo LP ^{(7),(8)}	—	IT Services	—	—	17,951	2,930	3,404
GCOM InvestCo LP ^{(7),(8),(9)}	—	IT Services	—	—	2,398	—	—
Go Dawgs Capital III, LP (American Insulated Glass, LLC) ^{(7),(8)}	—	Building Products	—	—	324,675	325	406
Hancock Claims Consultants Investors, LLC ^{(7),(8)}	—	Insurance	—	—	450,000	450	613
IIN Group Holdings, LLC (Integrative Nutrition, LLC) ^{(7),(8)}	—	Consumer Services	—	—	1,000	1,000	1,950
Ironclad Holdco, LLC (Applied Technical Services, LLC) ^{(7),(8)}	—	Commercial Services & Supplies	—	—	5,040	496	552
ITC Rumba, LLC (Cano Health, LLC) ^{(7),(8)}	—	Healthcare and Pharmaceuticals	—	—	46,763	110	7,569
JWC/UMA Holdings, L.P. (Urology Management Associates, LLC) ⁽⁷⁾	—	Healthcare and Pharmaceuticals	—	—	1,000	1,000	1,667
JWC-WE Holdings, L.P. (Walker Edison Furniture Company LLC) ^{(7),(8)}	—	Wholesale	—	—	1,381,741	—	4,795
KL Stockton Co-Invest LP (Any Hour Services) ^{(7),(8)}	—	Energy Equipment and Services	—	—	382,353	382	382
Kentucky Racing Holdco, LLC (Warrants) ^{(7),(8)}	—	Hotels, Restaurants and Leisure	—	—	87,345	—	621
Lightspeed Investment Holdco LLC ⁽⁷⁾	—	Healthcare Technology	—	—	585,587	586	674
Mars Intermediate Holdings II, Inc. ⁽⁷⁾	—	Media	—	—	835	—	341
MeritDirect Holdings, LP ^{(7),(8)}	—	Media	—	—	960	—	224
MSpark, LLC (Mailsouth Inc.)	—	Media: Advertising, Printing and Publishing	—	—	3,988	1,288	859
Municipal Emergency Services, Inc. ⁽⁷⁾	—	Distributors	—	—	802,162	802	802
NEPRT Parent Holdings, LLC (Recteq, LLC) ^{(7),(8)}	—	Leisure Products	—	—	1,494	1,452	1,767
NXOF Holdings, Inc. (Tyto Athene, LLC) ⁽⁷⁾	—	IT Services	—	—	14,960	15	855
OceanSound Discovery Equity, LP (Holdco Sands Intermediate, LLC) ^{(7),(8)}	—	Aerospace and Defense	—	—	173,638	1,729	2,870
Oral Surgery (ITC) Holdings, LLC (OIS Management Services, LLC)	—	Healthcare Equipment and Supplies	—	—	3,872	83	83
ORL Holdco, Inc. ⁽⁷⁾	—	Consumer Finance	—	—	1,474	15	15
PennantPark-TSO Senior Loan Fund, LP ⁽⁷⁾	—	Financial Services	—	—	15,321,693	15,322	15,574
PT Network Intermediate Holdings, LLC ^{(7),(8)}	—	Healthcare and Pharmaceuticals	—	—	25	295	2,485
QuantiTech InvestCo LP ^{(7),(8)}	—	Aerospace and Defense	—	—	700	66	365
QuantiTech InvestCo LP ^{(7),(8),(9)}	—	Aerospace and Defense	—	—	967	—	—
QuantiTech InvestCo II LP ^{(7),(8)}	—	Aerospace and Defense	—	—	40	24	21
RFMG Parent, LP (Rancho Health MSO, Inc.) ⁽⁷⁾	—	Healthcare Equipment and Supplies	—	—	1,050,000	1,050	1,253
SBI Holdings Investments LLC (Sales Benchmark Index LLC) ^{(7),(8)}	—	Professional Services	—	—	64,634	646	492
Signature CR Intermediate Holdco, Inc. ⁽⁷⁾	—	Commercial Services & Supplies	—	—	70	70	—
SSC Dominion Holdings, LLC Class A (US Dominion, Inc.) ⁽⁷⁾	—	Capital Equipment	—	—	500	500	630
SSC Dominion Holdings, LLC Class B (US Dominion, Inc.) ⁽⁷⁾	—	Capital Equipment	—	—	500	—	1,178
StellPen Holdings, LLC (CF512, Inc.) ⁽⁷⁾	—	Media	—	—	161,538	162	162
TAC LifePort Holdings, LLC ^{(7),(8)}	—	Aerospace and Defense	—	—	488,372	488	545
TPC Holding Company, LP ^{(5),(7),(10)}	—	Food Products	—	—	21,527	22	62
TWD Parent Holdings, LLC (The Vertex Companies, LLC) ⁽⁷⁾	—	Construction & Engineering	—	—	749	1	1
UniTek Global Services, Inc. ⁽⁷⁾	—	Telecommunications	—	—	213,739	—	—
UniTek Global Services, Inc. (Warrants) ⁽⁷⁾	—	Telecommunications	—	—	23,889	—	—
UniVista Insurance ^{(7),(8)}	—	Insurance	—	—	400	400	405
Wildcat Parent, LP (Wildcat Buyerco, Inc.) ^{(7),(8)}	—	Electronic Equipment, Instruments, and Components	—	—	2,240	224	398
Total Common Equity/Warrants						41,384	82,342
Total Investments in Non-Controlled, Non-Affiliated Portfolio Companies						824,542	856,806
Investments in Non-Controlled, Affiliated Portfolio Companies—1.5% ^{(3),(4)}							
Second Lien Secured Debt—1.1%							
DBI Holdings, LLC, Term Loan B	02/02/2026	Business Services	11.00 % (PIK 3.00%)	—	3,405	3,405	3,405
DBI Holding, LLC - 1.5 Lien Term Loan ⁽⁷⁾	05/01/2023	Business Services	14.00 % (PIK 14.00%)	—	2,190	2,190	2,190
Total Second Lien Secured Debt						5,594	5,594
Preferred Equity—0.4% ⁽⁶⁾							
DBI Intermediate HoldCo LLC, Series A-1 ⁽⁸⁾	—	Business Services	14.00 %	—	9,488	7,041	—
DBI Intermediate HoldCo LLC, Series AA ⁽⁸⁾	—	Business Services	—	—	9,800	9,414	1,839
Total Preferred Equity						16,455	1,839
Common Equity—0.0% ⁽⁶⁾							
DBI Intermediate HoldCo LLC, Series B ⁽⁸⁾	—	Business Services	—	—	1,489,508	331	—
Total Common Equity						331	—
Total Investments in Non-Controlled, Affiliated Portfolio Companies						22,380	7,433

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
CONSOLIDATED SCHEDULE OF INVESTMENTS—(Continued)
SEPTEMBER 30, 2021
(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 Controlled, Affiliated Portfolio Companies—44.3% ^{(3), (4)}							
First Lien Secured Debt—34.6%							
Marketplace Events, LLC - Super Priority First Lien Term Loan ⁽⁷⁾	09/30/2025	Media: Diversified and Production	6.25 %	3M L+525	3,417	\$ 3,417	\$ 3,417
			(PIK 6.25%)				
Marketplace Events, LLC - Super Priority First Lien ^{(7), (9)}	09/30/2025	Media: Diversified and Production	—	—	3,261	—	—
Marketplace Events, LLC	09/30/2026	Media: Diversified and Production	0.00 % ⁽⁶⁾	—	25,542	19,047	25,542
PennantPark Senior Secured Loan Fund I LLC ^{(7), (9), (10)}	05/06/2024	Financial Services	8.13 %	3M L+800	140,875	140,875	140,875
Total First Lien Secured Debt						<u>163,339</u>	<u>169,834</u>
Equity Interests—9.7%							
New MPE Holdings, LLC (Marketplace Events, LLC) ^{(7), (8)}	—	Media: Diversified and Production	—	—	349	—	2,690
PennantPark Senior Secured Loan Fund I LLC ^{(7), (9), (10)}	—	Financial Services	—	—	60,375	60,375	44,856
Total Equity Interests						<u>60,375</u>	<u>47,546</u>
Total Investments in Controlled, Affiliated Portfolio Companies							
Total Investments—220.5%						<u>223,714</u>	<u>217,380</u>
Cash and Cash Equivalents—10.2%						<u>7,433</u>	<u>7,433</u>
BlackRock Federal FD Institutional 30						42,392	42,392
BNY Mellon Cash						49,825	49,825
Total Cash and Cash Equivalents						<u>49,825</u>	<u>49,825</u>
Total Investments and Cash Equivalents—230.6%						<u>\$ 1,120,461</u>	<u>\$ 1,131,444</u>
Liabilities in Excess of Other Assets—(130.6)%							<u>(640,833)</u>
Net Assets—100.0%							<u>\$ 490,611</u>

- (1) Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable LIBOR or “L” or Prime rate, or “P.” 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. LIBOR loans are typically indexed to a 30-day, 60-day, 90-day or 180-day LIBOR rate (1M L, 2M L, 3M L, or 6M L, respectively), at the borrower’s option. All securities are subject to a LIBOR or Prime rate floor where a spread is provided, unless noted. The spread provided includes payment-in-kind, or 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-U.S. company or principal place of business outside the United States.
- (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 2031 Asset-Backed Debt (See Note 10) and held through PennantPark CLO I, Ltd.
- (8) Investment is held through our Taxable Subsidiary (See Note 1).
- (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, 2021, qualifying assets represent 81% of our total assets and non-qualifying assets represent 19% of our total assets.
- (11) Par amount is denominated in Canadian Dollars (C\$) as denoted.

SEE NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2022
(Unaudited)

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 LIBOR, 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 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 any 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 \$300 million at LIBOR (or an alternative risk-free floating interest rate index) plus 225 basis points during the revolving period. The Credit Facility is secured by all of the assets held by Funding I. See Note 10.

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 a subsidiary of Kemper Corporation (NYSE: KMPR), Trinity Universal Insurance Company, or Kemper, formed PSSSL, an unconsolidated joint venture. PSSSL invests primarily in middle-market and other corporate debt securities consistent with our strategy. PSSSL was formed as a Delaware limited liability company. See Note 4.

In connection with the issuance of the 2023 Notes, we have dual listed our common stock on the Tel Aviv Stock Exchange or TASE.

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.

In March 2021 and in October 2021, we issued \$100.0 million and \$85.0 million, respectively, in aggregate principal amount of \$185 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 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 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 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 June 30, 2022, our capital commitment of \$15.3 million is fully funded and we hold 23.08% of the total outstanding Class A Units of PTSF and a 4.99% voting interest in the general partner which manages PTSF.

On August 20, 2021, we entered into equity distribution agreements (together, the "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, par value \$0.001 per share (the "Common Stock"), with an aggregate offering price of up to \$75 million under an at-the-market offering (the "ATM Program"). On May 5, 2022, we amended the Equity Distribution Agreements to update references from NASDAQ to NYSE and reflect that the agents are now represented by Kirkland & Ellis LLP. The Equity Distribution Agreements, as amended, 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.

During the three months ended June 30, 2022, we issued 136,072 shares of our Common Stock under the ATM Program at a weighted-average price of \$13.38 per share, raising \$1.8 million of gross proceeds. Net proceeds were \$1.8 million after commissions to the Sales Agents on shares sold. During the nine months ended June 30, 2022, we issued 2,464,910 shares of our Common Stock under the ATM Program at a weighted-average price of \$13.12 per share, raising \$32.3 million of gross proceeds. Net proceeds were \$31.9 million after commissions to the Sales Agents on shares sold. As of June 30, 2022, we had \$41.3 million available under the ATM Program.

Since inception of the ATM Program through June 30, 2022, we have issued 2,573,564 shares of our Common Stock at a weighted-average price of \$13.11, raising \$33.7 million of gross proceeds. Net proceeds were \$33.2 million after commissions to the Sales Agents on shares sold. We incurred \$0.5 million of legal and other offering costs associated with establishing the ATM Program.

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, the novel coronavirus ("COVID-19"), 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 preliminary 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.

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

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 June 30, 2022, we had two portfolio companies on non-accrual, representing 0.9% and 0.1% of our overall portfolio on a cost and fair value basis, respectively. As of September 30, 2021, we had two portfolio companies on non-accrual, representing 2.7% and 2.6% 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 material U.S. 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 excise tax, or we may incur taxes through our taxable subsidiaries, including the Taxable Subsidiary. For both the three and nine months ended June 30, 2022 and 2021, we recorded a provision for taxes on net investment income of \$0.1 million and \$0.3 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.

PFLT Investment Holdings, LLC, a wholly-owned subsidiary of the Company (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 three and nine months ended June 30, 2022, the Company recognized a provision for taxes of zero and \$5.3 million, respectively, on unrealized appreciation on investments by the Taxable Subsidiary. For the three and nine months ended June 30, 2021, the Company recognized a provision for taxes of zero on unrealized appreciation 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 June 30, 2022 and September 30, 2021, \$5.3 million and zero, respectively, was accrued as a deferred tax liability on the Consolidated Statements of Assets and Liabilities relating to unrealized gain on investments. During the three and nine months ended June 30, 2022, the Company paid zero and \$1.2 million, respectively, in taxes on realized gains on the sale of investments held by the Taxable Subsidiary, resulting in a \$1.2 million prepaid tax asset as of June 30, 2022 included under prepaid expenses and other assets in the consolidated statement of assets and liabilities.

Because 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 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 common stockholders 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.

(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 and the Securitization Issuer in our Consolidated Financial Statements. We do not consolidate our non-controlling interest in PSSS or PTSE. See further description of our investment in PSSS 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 of 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) 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 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.

In June 2022, the FASB issued Accounting Standards Update, 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 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

(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 February 2022. 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 three and nine months ended June 30, 2022, the Investment Adviser earned a base management fee of \$3.1 million and \$8.9 million respectively, from us. For the three and nine months ended June 30, 2021, the Investment Adviser earned a base management fee of \$2.6 million and \$7.9 million, respectively, from us.

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 three and nine months ended June 30, 2022, the Investment Adviser earned \$2.6 million and \$8.5 million, respectively, in incentive fees on net investment income from us. For the three and nine months ended June 30, 2021, the Investment Adviser earned \$1.7 million and \$4.7 million, respectively, in incentive fees on net investment income from us.

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

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

fees. For the three and nine months ended June 30, 2022 and 2021, the Investment Adviser did not accrue 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 any. 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 three and nine months ended June 30, 2022 and 2021, was zero.

(b) Administration Agreement

The Administration Agreement with the Administrator was reapproved by our board of directors, including a majority of our directors who are not interested persons of us, in February 2022. 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 three and nine months ended June 30, 2022, we reimbursed the Administrator approximately \$(0.3) million and \$0.6 million, respectively, including expenses the Administrator incurred for services described above. For the three and nine months ended June 30, 2021, we reimbursed the Administrator approximately \$0.1 million and \$0.8 million, respectively, including expenses the Administrator, for services described above.

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 on matters related to potential or actual investments and transactions, including tax structuring and/or due diligence.

(c) Other Related Party Transactions

There were no transactions subject to Rule 17a-7 under the 1940 Act during each of the three and nine months ended June 30, 2022 and 2021.

For the three and nine months ended June 30, 2022, we sold \$16.8 million and \$197.2 million in investments to PSSSL at fair value, respectively, and recognized \$(0.1) million and \$(0.6) million of net realized losses, respectively, for the same period. For the three and nine months ended June 30, 2021, we sold \$98.9 million and \$224.1 million in investments to PSSSL at fair value, respectively, and recognized \$0.3 million and \$0.6 million of net realized gains, respectively.

For the three and nine months ended June 30, 2022, we sold no investments to PTSF. For the three and nine months ended June 30, 2021, we sold \$81.4 Million in investments to PTSF at fair value and recognized \$0.4 million of net realized gains.

4. INVESTMENTS

Purchases of investments, including PIK interest, for the three and nine months ended June 30, 2022 totaled \$105.1 million and \$554.3 million, respectively. Purchases of investments, including PIK interest, for the three and nine months ended June 30, 2021 totaled \$248.8 million and \$478.0 million, respectively. Sales and repayments of investments for the three and nine months ended June 30, 2022 totaled \$55.0 million and \$397.2 million, respectively. Sales and repayments of investments for the three and nine months ended June 30, 2021 totaled \$283.3 million and \$565.5 million, respectively.

Investments and cash and cash equivalents consisted of the following:

(\$ in thousands) Investment Classification	June 30, 2022		September 30, 2021	
	Cost	Fair Value	Cost	Fair Value
First lien	\$ 881,473	\$ 872,201	\$ 795,263	\$ 793,543
First lien in PSSSL	190,181	190,181	140,875	140,875
Second lien	1,113	661	8,937	8,949
Equity	64,429	104,644	65,186	93,396
Equity interests in PSSSL	81,506	58,755	60,375	44,856
Total investments	1,218,702	1,226,442	1,070,636	1,081,619
Cash and cash equivalents	40,632	40,616	49,825	49,825
Total investments and cash and cash equivalents	\$ 1,259,334	\$ 1,267,058	\$ 1,120,461	\$ 1,131,445

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

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	June 30, 2022 ⁽¹⁾	September 30, 2021 ⁽¹⁾
Professional Services	8 %	8 %
Media	7	9
High Tech Industries	6	4
IT Services	6	5
Personal Products	6	7
Commercial Services & Supplies	5	5
Media: Diversified and Production	5	5
Aerospace and Defense	4	4
Automobiles	4	2
Capital Equipment	4	6
Business Services	3	4
Construction and Building	3	3
Distributors	3	—
Diversified Consumer Services	3	2
Electronic Equipment, Instruments, and Components	3	3
Healthcare Technology	3	4
Chemicals, Plastics and Rubber	2	2
Consumer Services	2	2
Diversified Financial Services	2	2
Healthcare Equipment and Supplies	2	2
Healthcare Providers and Services	2	1
Insurance	2	1
Media: Broadcasting and Subscription	2	2
Air Freight and Logistics	1	—
Banking, Finance, Insurance & Real Estate	1	1
Building Products	1	1
Construction & Engineering	1	1
Consumer Finance	1	—
Energy Equipment and Services	1	1
Financial Services	1	2
Hotels, Restaurants and Leisure	1	2
Internet Software and Services	1	—
Leisure Products	1	—
Software	1	—
Textiles, Apparel and Luxury Goods	1	—
Wholesale	1	2
Hotel, Gaming and Leisure	—	1
Media: Advertising, Printing and Publishing	—	2
All Other	—	4
Total	100 %	100 %

⁽¹⁾ Excludes investments in PSSSL.

PennantPark Senior Secured Loan Fund I LLC

In May 2017, we and Kemper formed PSSSL, an unconsolidated joint venture. PSSSL invests primarily in middle-market and other corporate debt securities consistent with our strategy. PSSSL was formed as a Delaware limited liability company. As of June 30, 2022 and September 30, 2021, PSSSL had total assets of \$790.3 million and \$603.6 million, respectively. As of June 30, 2022, at fair value, the largest investment in a single portfolio company in PSSSL was \$19.1 million and the five largest investments totaled \$86.6 million. As of September 30, 2021, at fair value, the largest investment in a single portfolio company in PSSSL was \$18.9 million and the five largest investments totaled \$84.3 million. PSSSL invests in portfolio companies in the same industries in which we may directly invest.

We provide capital to PSSSL in the form of first lien secured debt and equity interests. As of June 30, 2022 and September 30, 2021, 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 PSSSL consisted of first lien secured debt of \$190.2 million (additional \$19.9 million unfunded) and \$140.9 million (additional \$29.4 million unfunded), respectively, and equity interests of \$81.5 million (additional \$8.5 million unfunded) and \$60.4 million (additional \$12.6 million unfunded), respectively.

We and Kemper each appointed two members to PSSSL's four-person board of directors and investment committee. All material decisions with respect to PSSSL, 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 May 2022 PSSSL has entered into a \$325.0 million (increased from \$225.0 million in May 2022) senior secured revolving credit facility which bears interest at daily simple SOFR plus 260 basis points (including a spread adjustment) with Ally Bank through its wholly-owned subsidiary, PennantPark Senior Secured Loan Facility LLC II, or PSSSL Subsidiary II, subject to leverage and borrowing base restrictions.

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

In January 2021, PSSSL 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 PSSSL, 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 PSSSL’s transfer to PennantPark CLO II, Ltd. of the initial closing date loan portfolio, which included loans distributed to PSSSL by certain of its wholly owned subsidiaries and us, PennantPark CLO II, Ltd. transferred to PSSSL 100% of the Preferred Shares of PennantPark CLO II, Ltd. and 100% of the Class E Notes issued by PennantPark CLO II, Ltd.

Below is a summary of PSSSL’s portfolio at fair value:

(\$ in thousands)	June 30, 2022		September 30, 2021	
Total investments	\$	746,819	\$	564,783
Weighted average cost yield on income producing investments		8.2 %		7.1 %
Number of portfolio companies in PSSSL		89		74
Largest portfolio company investment	\$	19,126	\$	18,933
Total of five largest portfolio company investments	\$	86,629	\$	84,287

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

Below is a listing of PSSL's individual investments as of June 30, 2022 (Par and \$ in thousands):

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ⁽¹⁾	Par	Cost	Fair Value ⁽²⁾
First Lien Secured Debt - 1,107.3%							
Ad.net Acquisition, LLC	5/6/2026	Media	8.25 %	3M L+600	8,910	\$ 8,804	\$ 8,910
Alpine Acquisition Corp II	11/30/2026	Containers and Packaging	7.22 %	3M L+600	10,000	9,806	9,800
Altamira Technologies, LLC	7/24/2025	Business Services	9.24 %	3M L+800	5,300	5,178	5,048
American Insulated Glass, LLC	12/21/2023	Building Products	6.50 %	3M L+525	4,898	4,859	4,898
Apex Service Partners, LLC	7/31/2025	Diversified Consumer Services	6.72 %	1M L+525	1,013	1,013	1,008
Apex Service Partners, LLC Term Loan B	7/31/2025	Diversified Consumer Services	7.75 %	3M L+625	2,207	2,207	2,196
Apex Service Partners, LLC Term Loan C	7/31/2025	Diversified Consumer Services	6.78 %	3M L+525	11,143	11,073	11,087
Applied Technical Services, LLC	12/29/2026	Commercial Services & Supplies	8.00 %	3M L+575	8,443	8,333	8,337
Arcfield Acquisition Corp.	3/7/2028	Aerospace and Defense	7.44 %	SOFR + 575	4,688	4,597	4,571
Blackhawk Industrial Distribution, Inc.	9/17/2024	Distributors	7.20 %	SOFR + 500	15,330	15,110	15,176
Broder Bros., Co.	12/2/2022	Consumer Products	7.39 %	3M L+850	2,432	2,432	2,432
By Light Professional IT Services, LLC	5/16/2024	High Tech Industries	7.25 %	3M L+625	14,974	14,913	14,824
Cadence Aerospace, LLC	11/14/2023	Aerospace and Defense	9.74 %	3M L+325	12,380	12,346	12,281
CF512, Inc.	8/20/2026	Media	7.58 %	3M L+600	4,963	4,875	4,888
CHA Holdings, Inc.	4/10/2025	Construction and Engineering	6.75 %	3M L+450	5,571	5,495	5,571
Challenger Performance Optimization, Inc.	8/31/2023	Business Services	8.00 %	1M L+575	9,377	9,347	9,049
Connatix Buyer, Inc.	7/13/2027	Media	6.91 %	3M L+550	3,970	3,901	3,901
Crane 1 Services, Inc.	8/16/2027	Commercial Services & Supplies	6.75 %	1M L+575	2,116	2,088	2,084
Crash Champions, LLC	8/5/2025	Automobiles	7.20 %	3M L+500	14,880	14,623	14,806
Douglas Products and Packaging Company LLC	10/19/2022	Chemicals, Plastics and Rubber	8.00 %	3M L+575	8,678	8,664	8,678
Douglas Sewer Intermediate, LLC	10/19/2022	Chemicals, Plastics and Rubber	8.00 %	3M L+575	7,267	7,255	7,267
Dr. Squatch, LLC	8/31/2027	Personal Products	8.00 %	3M L+600	14,900	14,634	14,900
DRS Holdings III, Inc.	11/3/2025	Consumer Goods: Durable	7.42 %	1M L+575	15,218	15,138	14,777
Duraco Specialty Tapes LLC	6/30/2024	Containers and Packaging	7.15 %	1M L+550	10,316	10,173	10,099
ECL Entertainment, LLC	5/1/2028	Hotels, Restaurants and Leisure	9.75 %	3M L+750	2,627	2,603	2,560
ECM Industries, LLC	12/23/2025	Electronic Equipment, Instruments, and Components	6.32 %	3M L+450	4,987	4,987	4,887
Exigo Intermediate II, LLC	3/15/2027	Software	7.42 %	1M L+575	12,968	12,783	12,773
Fairbanks More Defense	6/17/2028	Aerospace and Defense	7.63 %	3M L+475	9,925	9,884	9,528
Gantech Acquisition Corp.	5/14/2026	IT Services	7.92 %	3M L+625	14,713	14,489	14,419
Global Holdings InterCo LLC	3/16/2026	Diversified Financial Services	7.00 %	3M L+600	3,914	3,897	3,797
Graffiti Buyer, Inc.	8/10/2027	Trading Companies & Distributors	8.00 %	3M L+575	2,375	2,321	2,310
Hancock Roofing and Construction L.L.C.	12/31/2026	Insurance	7.25 %	1M L+525	2,392	2,345	2,368
Holdco Sands Intermediate, LLC	11/23/2028	Aerospace and Defense	8.25 %	3M L+600	4,975	4,883	4,876
HW Holdco, LLC	12/10/2024	Media	6.00 %	6M L+575	3,060	3,009	2,998
IDC Infusion Services, Inc.	12/30/2026	Healthcare Equipment and Supplies	7.00 %	3M L+600	9,975	9,820	9,875
Imagine Acquisitionco, LLC	11/15/2027	Software	6.91 %	1M L+550	5,377	5,270	5,216
Inception Fertility Ventures, LLC	12/7/2023	Healthcare Providers and Services	8.81 %	3M L+700	16,662	16,289	16,245
Integrative Nutrition, LLC	9/29/2023	Diversified Consumer Services	7.00 %	3M L+575	11,225	11,201	11,225
Integrity Marketing Acquisition, LLC	8/27/2025	Insurance	7.58 %	SOFR + 575	6,000	5,913	5,942
ITI Holdings, Inc.	3/3/2028	IT Services	7.08 %	SOFR + 550	3,990	3,924	3,910
K2 Pure Solutions NoCal, L.P.	12/20/2023	Chemicals, Plastics and Rubber	9.67 %	1M L+625	19,300	19,124	19,126
Kinetic Purchaser, LLC	11/10/2027	Personal Products	7.75 %	3M L+600	11,872	11,685	11,635
Lash OpCo, LLC	2/18/2027	Personal Products	9.25 %	3M L+700	14,391	14,097	14,247
LAV Gear Holdings, Inc.	10/31/2024	Capital Equipment	9.70 %	3M L+550	10,576	10,535	10,301
Lightspeed Buyer Inc.	2/3/2026	Healthcare Providers and Services	7.52 %	3M L+575	10,638	10,452	10,425
Lucky Bucks, LLC	7/20/2027	Hotel, Gaming and Leisure	6.25 %	3M L+550	4,386	4,309	3,992
Marketplace Events, LLC - Super Priority First Lien Term Loan	9/30/2025	Media: Diversified and Production	6.69 %	1M L+525	647	647	647
Marketplace Events, LLC - Super Priority First Lien Unfunded Term Loan	9/30/2025	Media: Diversified and Production	—	—	589	-	-
Marketplace Events, LLC	9/30/2026	Media: Diversified and Production	6.69 %	1M L+525	4,837	3,469	4,837
Mars Acquisition Holdings Corp.	5/14/2026	Media	7.17 %	1M L+550	9,925	9,800	9,826
MBS Holdings, Inc.	4/16/2027	Internet Software and Services	6.75 %	3M L+575	7,425	7,309	7,351
Meadowlark Acquirer, LLC	12/10/2027	Professional Services	7.75 %	3M L+650	2,402	2,357	2,342
MeritDirect, LLC	5/23/2024	Media: Advertising, Printing & Publishing	7.75 %	3M L+550	5,355	5,267	5,328
Mission Critical Electronics, Inc.	3/28/2024	Capital Equipment	7.20 %	SOFR+500	5,844	5,842	5,774
Municipal Emergency Services, Inc.	9/28/2027	Distributors	7.25 %	3M L+500	3,474	3,412	3,342
NBH Group LLC	8/19/2026	Healthcare, Education & Childcare	6.25 %	1M L+550	10,847	10,659	10,793
New Milani Group LLC	6/6/2024	Consumer Goods: Non-Durable	7.50 %	3M L+500	14,513	14,462	14,259
OIS Management Services, LLC	7/9/2026	Healthcare Equipment and Supplies	6.95 %	SOFR+475	5,073	5,017	4,996
One Stop Mailing, LLC	5/7/2027	Air Freight and Logistics	7.92 %	1M L+625	14,807	14,548	14,511
Output Services Group, Inc.	3/27/2024	Business Services	6.01 %	3M L+425	7,663	7,784	6,284
Owl Acquisition, LLC	2/4/2028	Professional Services	6.75 %	3M L+575	4,000	3,925	3,880
Ox Two, LLC	5/18/2026	Construction and Building	9.32 %	3M L+600	4,938	4,875	4,839
PH Beauty Holdings III, Inc.	9/29/2025	Wholesale	6.57 %	1M L+500	9,618	9,340	8,656
PL Acquisitionco, LLC	11/9/2027	Textiles, Apparel and Luxury Goods	8.17 %	1M L+650	8,259	8,130	8,114
Plant Health Intermediate, Inc.	10/19/2022	Chemicals, Plastics and Rubber	8.00 %	3M L+575	1,566	1,563	1,566
PlayPower, Inc.	5/8/2026	Consumer Goods: Durable	7.75 %	3M L+550	2,587	2,502	2,244
Quantic Electronics, LLC	11/19/2026	Aerospace and Defense	8.50 %	1M L+625	3,932	3,854	3,854
Reception Purchaser, LLC	2/28/2028	Air Freight and Logistics	8.20 %	SOFR+600	4,988	4,914	4,788
Recteq, LLC	1/29/2026	Leisure Products	8.25 %	3M L+600	4,938	4,863	4,814
Research Now Group, LLC and Dynata, LLC	12/20/2024	Diversified Consumer Services	6.50 %	3M L+550	10,596	10,528	9,961
Sales Benchmark Index LLC	1/3/2025	Professional Services	8.25 %	3M L+600	5,281	5,218	5,281

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ⁽¹⁾	Par / Shares	Cost	Fair Value ⁽²⁾
Sargent & Greenleaf Inc.	1/27/2021	Wholesale	7.15 %	3M L+550	5,390	\$ 5,348	\$ 5,337
Schlesinger Global, Inc.	2/13/2020	Business Services	8.70 %	SOFR+500	11,832	11,976	11,654
Sigma Defense Systems, LLC	12/29/2021	Aerospace and Defense	10.75 %	1M L+850	14,810	14,486	14,588
Smile Brands Inc.	7/31/2022	Healthcare and Pharmaceuticals	5.62 %	3M L+450	12,480	12,356	12,137
Solutionreach, Inc.	11/5/2019	Healthcare and Pharmaceuticals	7.42 %	1M L+575	5,663	5,638	5,448
Spendmend Holdings LLC	3/23/2022	Healthcare Technology	7.38 %	SOFR+575	2,964	2,922	2,887
STV Group Incorporated	6/8/2021	Construction and Building	6.92 %	3M L+525	9,075	9,008	8,939
System Planning and Analysis, Inc. (f/k/a Management Consulting & Research, LLC)	12/3/2021	Aerospace and Defense	8.83 %	SOFR+600	14,925	14,645	14,686
TAC LifePort Purchaser, LLC	3/17/2021	Aerospace and Defense	8.25 %	1M L+600	4,424	4,356	4,406
TeleGuam Holdings, LLC	6/8/2021	Telecommunications	8.25 %	3M L+450	10,248	10,228	10,248
Teneo Holdings LLC	1/27/2021	Business Services	6.85 %	3M L+625	2,292	2,289	2,246
The Aegis Technologies Group, LLC	1/27/2021	Aerospace and Defense	8.06 %	3M L+500	5,674	5,606	5,617
The Bluebird Group LLC	8/26/2021	Professional Services	8.75 %	1M L+700	1,715	1,686	1,732
The Infosoft Group, LLC	5/26/2021	Media: Broadcasting and Subscription	7.19 %	3M L+525	13,030	13,025	12,900
The Vertex Companies, LLC	12/20/2021	Construction and Engineering	7.17 %	1M L+550	5,592	5,489	5,491
TPC Canada Parent, Inc. and TPC US Parent, LLC	2/7/2020	Consumer Goods: Non-Durable	6.97 %	3M L+475	8,767	8,618	8,504
TVC Enterprises, LLC	5/6/2022	Diversified Consumer Services	7.67 %	3M L+550	14,990	14,887	14,690
TWS Acquisition Corporation	7/17/2019	Diversified Consumer Services	8.76 %	3M L+625	5,468	5,448	5,441
Tyto Athene, LLC (New Issue)	10/21/2021	IT Services	6.47 %	3M L+550	15,589	15,455	14,747
UBEO, LLC	11/6/2018	Capital Equipment	6.75 %	3M L+450	17,436	17,340	17,087
Walker Edison Furniture Company LLC	6/9/2021	Wholesale	11.00 %	3M L+575	12,619	12,361	12,240
Wildcat Buyerco, Inc.	7/31/2022	Electronic Equipment, Instruments, and Components	7.95 %	SOFR+550	8,575	8,532	8,345
Zips Car Wash, LLC	12/29/2021	Automobiles	8.25 %	3M L+725	17,000	16,741	16,660
Total First Lien Secured Debt						749,409	743,558
Second Lien Secured Debt - 4.4%							
			P(IK 9.00%)				
Inventus Power, Inc.	09/29/2024	Consumer Goods: Durable	10.75 %	3M L+850	3,000	2,959	2,925
Total Second Lien Secured Debt						2,959	2,925
Equity Securities - .9%							
New MPE Holdings, LLC	—	Media: Diversified and Production	—	—	—	—	336
Total Equity Securities							336
Total Investments - 1,112.2%						752,368	746,819
Cash and Cash Equivalents - 58.4%							
BlackRock Federal FD Institutional 30						39,197	39,190
Total Cash and Cash Equivalents						39,197	39,190
Total Investments and Cash Equivalents —1,170.5%						\$ 791,565	\$ 786,009
Liabilities in Excess of Other Assets — (1,070.5)%							(718,859)
Members' Equity—100.0%							\$ 67,149

- (1) Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable LIBOR or "L", 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 Schedule of Investments disclose the actual interest rate in effect as of the reporting period. LIBOR loans are typically indexed to a 30-day, 60-day, 90-day or 180-day LIBOR rate (1M L, 2M L, 3M L, or 6M L, respectively), at the borrower's option. All securities are subject to a LIBOR 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) Non-U.S. company or principal place of business outside the United States.
- (4) Non-income producing security.
- (5) 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.

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

Below is a listing of PSSL's individual investments as of September 30, 2021 (Par and \$ in thousands)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ⁽¹⁾	Par	Cost	Fair Value ⁽²⁾
First Lien Secured Debt - 1,088.%							
Ad.net Acquisition, LLC	05/06/2026	Media	7.00 %	3M L+600	8,978	\$ 8,852	\$ 8,843
Altamira Technologies, LLC	07/24/2025	Business Services	8.00 %	3M L+700	5,525	5,376	5,180
American Insulated Glass, LLC	12/21/2023	Building Products	6.50 %	3M L+550	5,721	5,653	5,663
Apex Service Partners, LLC	07/31/2025	Diversified Consumer Services	6.25 %	3M L+525	1,021	1,021	1,010
Apex Service Partners, LLC Term Loan B	07/31/2025	Diversified Consumer Services	6.50 %	1M L+550	2,222	2,222	2,200
Apex Service Partners, LLC Term Loan C	07/31/2025	Diversified Consumer Services	6.25 %	3M L+525	4,174	4,103	4,132
Applied Technical Services, LLC	12/29/2026	Commercial Services & Supplies	6.75 %	3M L+575	4,511	4,419	4,421
By Light Professional IT Services, LLC	05/16/2022	High Tech Industries	7.25 %	1M L+625	12,880	12,869	12,880
Cadence Aerospace, LLC	11/14/2023	Aerospace and Defense	9.50 %	3M L+850	12,282	12,231	11,981
			P(IK 9.50%)				
Cano Health	11/23/2027	Healthcare, Education & Childcare	5.25 %	3M L+450	2,653	2,647	2,654
CHA Holdings, Inc.	04/10/2025	Construction and Engineering	5.50 %	3M L+450	5,615	5,519	5,530
Challenger Performance Optimization, Inc.	08/31/2023	Business Services	8.00 %	1M L+675	9,501	9,454	9,216
			P(IK 1.00%)				
Connatix Buyer, Inc	07/13/2027	Media	6.25 %	1M L+550	4,000	3,922	3,920
CoolSys, Inc	08/04/2028	Business Services	5.50 %	1M L+475	1,909	1,890	1,914
Crane 1 Services Inc	08/16/2027	Commercial Services & Supplies	6.75 %	1M L+575	2,132	2,100	2,110
Crash Champions, LLC	08/05/2025	Automobiles	6.00 %	3M L+500	8,978	8,802	8,798
Digital Room Holdings, Inc.	05/22/2026	Commercial Services & Supplies	5.08 %	1M L+500	3,228	3,111	3,186
Douglas Products and Packaging Company LLC	10/19/2022	Chemicals, Plastics and Rubber	6.75 %	3M L+575	8,746	8,695	8,746
Douglas Sewer Intermediate, LLC	10/19/2022	Chemicals, Plastics and Rubber	6.75 %	3M L+575	7,323	7,278	7,323
Dr. Squatch, LLC	8/27/2026	Personal Products	7.00 %	3M L+600	10,000	9,803	9,800
DRS Holdings III, Inc.	11/03/2025	Consumer Goods: Durable	7.25 %	1M L+625	15,676	15,584	15,566
East Valley Tourist Development Authority	03/07/2022	Hotels, Restaurants and Leisure	9.00 %	3M L+800	5,719	5,624	5,633
			P(IK 3.50%)				
ECL Entertainment, LLC	03/31/2028	Hotels, Restaurants and Leisure	8.25 %	1M L+750	2,647	2,621	2,707
ECM Industries, LLC	12/23/2025	Electronic Equipment, Instruments, and Components	5.50 %	1M L+450	4,994	4,994	4,894
Fairbanks More Defense	06/17/2028	Aerospace and Defense	5.50 %	3M L+475	10,000	9,955	10,000
FlexPrint, LLC	01/02/2024	Commercial Services & Supplies	6.02 %	1M L+590	4,770	4,732	4,746
Gantech Acquisition Corp.	05/14/2026	IT Services	7.25 %	3M L+625	14,925	14,648	14,627
Global Holdings InterCo LLC	03/16/2026	Diversified Financial Services	7.00 %	3M L+600	3,968	3,948	3,948
Graffiti Buyer, Inc	08/10/2027	Tiding Companies & Distributors	6.75 %	3M L+575	2,393	2,346	2,357
Hancock Roofing and Construction L.L.C.	12/31/2026	Insurance	6.00 %	3M L+500	2,481	2,425	2,456
Holdco Sands Intermediate, LLC	12/19/2025	Aerospace and Defense	7.50 %	3M L+600	6,474	6,407	6,441
IMIA Holdings, Inc.	04/09/2027	Aerospace and Defense	6.75 %	3M L+575	13,589	13,338	13,317
Integrative Nutrition, LLC	09/29/2023	Diversified Consumer Services	5.50 %	3M L+450	11,567	11,528	11,567
K2 Pure Solutions NoCal, L.P.	12/20/2023	Chemicals, Plastics and Rubber	8.00 %	1M L+700	19,450	19,193	18,933
LAV Gear Holdings, Inc.	10/31/2024	Capital Equipment	8.50 %	3M L+750	10,491	10,435	9,833
			P(IK 1.00%)				
Lightspeed Buyer Inc.	02/3/2026	Healthcare Providers and Services	6.75 %	1M L+575	5,707	5,606	5,707
Lucky Bucks, LLC	07/20/2027	Hotel, Gaming and Leisure	6.25 %	1M L+550	4,500	4,411	4,424
Marketplace Events, LLC ⁽³⁾⁽⁴⁾	09/30/2025	Media: Diversified and Production	6.25 %	3M L+525	617	617	617
Super Priority First Lien Term Loan			P(IK 6.25%)				
Marketplace Events, LLC - Super Priority First Lien Unfunded Term Loan ⁽³⁾⁽⁴⁾	09/30/2025	Media: Diversified and Production	—	—	589	—	—
Marketplace Events LLC ⁽⁴⁾	09/30/2026	Media: Diversified and Production	0.00 %	—	4,615	3,441	4,615
Mars Acquisition Holdings Corp.	05/14/2026	Media	6.50 %	1M L+550	10,000	9,813	9,900
MBS Holdings, Inc.	04/16/2027	Internet Software and Services	6.75 %	3M L+575	7,481	7,338	7,332
MeritDirect, LLC	05/23/2024	Media: Advertising, Printing & Publishing	6.50 %	3M L+550	5,532	5,412	5,477
Mission Critical Electronics, Inc.	09/28/2022	Capital Equipment	6.00 %	3M L+500	5,890	5,877	5,890
NBH Group LLC	08/19/2026	Healthcare, Education & Culture	6.50 %	3M L+550	10,902	10,687	10,684
New Milani Group LLC	06/06/2024	Consumer Goods: Non-Durable	6.50 %	1M L+550	14,550	14,481	13,895
OIS Management Services LLC	07/09/2026	Healthcare Equipment and Supplies	5.75 %	1M L+475	1,995	1,966	1,965
One Stop Mailing, LLC	05/07/2027	Air Freight and Logistics	7.25 %	1M L+625	14,920	14,631	14,659
Output Services Group, Inc.	03/27/2024	Business Services	5.50 %	1M L+450	7,743	7,733	7,047
Ox Two, LLC	05/18/2026	Construction and Building	7.00 %	3M L+600	4,975	4,901	4,876
PH Beauty Holdings III, Inc.	09/29/2025	Wholesale	5.12 %	1M L+500	9,693	9,514	9,467
Plant Health Intermediate, Inc.	10/19/2022	Chemicals, Plastics and Rubber	6.75 %	3M L+575	1,578	1,568	1,578
PlayPower, Inc.	05/8/2026	Consumer Goods: Durable	5.63 %	3M L+550	3,805	3,720	3,736
Recteq, LLC	01/29/2026	Leisure Products	7.00 %	3M L+600	4,975	4,888	4,925
Research Now Group, Inc. and Survey Sampling International LLC	12/20/2024	Diversified Consumer Services	6.50 %	3M L+550	10,680	10,592	10,544
Sales Benchmark Index LLC	01/03/2025	Professional Services	7.75 %	3M L+600	5,578	5,496	5,439
Sargent & Greenleaf Inc.	12/20/2024	Wholesale	7.00 %	1M L+550	5,550	5,493	5,550
Schlesinger Global, Inc.	07/14/2025	Business Services	8.00 %	3M L+700	11,785	11,760	11,254
Smile Brands Inc.	10/14/2024	Healthcare and Pharmaceuticals	5.32 %	3M L+450	12,576	12,459	12,451
Snak Club, LLC	07/19/2022	Beverage, Food and Tobacco	7.00 %	1M L+600	4,388	4,362	4,388
Solutionreach, Inc.	01/17/2024	Healthcare and Pharmaceuticals	6.75 %	1M L+575	5,892	5,854	5,892

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ⁽¹⁾	Par / Shares	Cost	Fair Value ⁽²⁾
Spectacle Gary Holdings, LLC	12/23/2025	Hotels, Restaurants and Leisure	11.00 %	1M L+900	4,389	4,506	4,765
STV Group Incorporated	12/11/2026	Construction and Building	5.33 %	1M L+525	9,075	9,004	9,030
TAC LifePort Purchaser, LLC	03/01/2026	Aerospace and Defense	7.00 %	3M L+600	4,950	4,860	4,948
TeleGuam Holdings, LLC	11/20/2025	Telecommunications	5.50 %	1M L+450	10,337	10,313	10,234
Teneo Holdings LLC	07/18/2025	Business Services	6.25 %	1M L+525	2,309	2,306	2,297
The Aegis Technologies Group, LLC	10/31/2025	Aerospace and Defense	6.77 %	3M L+550	5,713	5,634	5,656
The Bluebird Group LLC	07/27/2026	Professional Services	8.00 %	3M L+700	1,744	1,710	1,733
The Infosoft Group, LLC	09/16/2024	Media: Broadcasting and Subscription	6.75 %	6M L+575	13,383	13,376	13,383
The Vertex Companies, LLC	08/30/2027	Construction and Engineering	6.50 %	6M L+550	5,634	5,523	5,529
TPC Canada Parent, Inc. and TPC US Parent, LLC	11/24/2025	Consumer Goods: Non-Durable	6.25 %	3M L+525	8,834	8,655	8,569
TVC Enterprises, LLC	03/26/2026	Diversified Consumer Services	6.75 %	1M L+575	8,558	8,593	8,558
TWS Acquisition Corporation	06/16/2025	Diversified Consumer Services	7.25 %	1M L+625	6,636	6,599	6,636
Tyto Athene, LLC	08/27/2024	IT Services	6.25 %	1M L+550	11,443	11,334	11,443
UBEO, LLC	04/03/2024	Capital Equipment	5.50 %	1M L+450	17,571	17,457	17,483
Urology Management Associates, LLC	08/30/2024	Healthcare and Pharmaceuticals	5.50 %	1M L+450	11,030	10,849	10,975
Walker Edison Furniture Company LLC	03/31/2027	Wholesale	6.75 %	1M L+575	12,438	12,142	11,971
Wildcat Buyerco, Inc.	02/27/2026	Electronic Equipment, Instruments, and Components	6.00 %	3M L+500	5,706	5,656	5,678
Total First Lien Secured Debt						558,880	557,732
Second Lien Secured Debt - 10.5%							
DBI Intermediate Holdco, LLC, Term Loan B ⁽⁴⁾	02/02/2026	Business Services	11.00 % PIK 9.00%	—	2,434	2,434	2,434
Inventus Power, Inc.	09/29/2024	Consumer Goods: Durable	9.50 %	3M L+850	3,000	2,947	2,940
Total Second Lien Secured Debt						5,381	5,374
Equity Securities - 3.3%							
DBI Intermediate Holdco, LLC, Series A-1 ⁽⁴⁾	—	Business Services	13.00 %	—	7	5,034	—
DBI Intermediate Holdco, LLC, Series AA ⁽⁴⁾	—	Business Services	—	—	7	6,731	1,314.7
DBI Intermediate Holdco, LLC, Series B ⁽⁴⁾	—	Business Services	—	—	1,065	237	—
New MPE Holdings, LLC	—	Media: Diversified and Production	—	—	0	—	362.2
Total Equity Securities						12,002	1,677
Total Investments - 1101.7%						576,263	564,783
Cash and Cash Equivalents - 55.3%							
BlackRock Federal FD Institutional 30						28,191	28,191
US Bank Cash						196	183
Total Cash and Cash Equivalents						28,387	28,374
Total Investments and Cash Equivalents —1,157.1%						\$ 604,650	\$ 593,157
Liabilities in Excess of Other Assets — (1057.1%)							(541,893)
Members' Equity—100.0%							\$ 51,264

- (1) Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable LIBOR or "L" or Prime rate or "P". 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. LIBOR loans are typically indexed to a 30-day, 60-day, 90-day or 180-day LIBOR rate (1M L, 2M L, 3M L, or 6M L, respectively), at the borrower's option. All securities are subject to a LIBOR 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 PSSSL's accounting policy.
- (3) Non-U.S. company or principal place of business outside the United States.
- (4) Non-income producing security

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

	June 30, 2022 (Unaudited)	September 30, 2021
Assets		
Investments at fair value (cost—\$752,368 and \$576,263, respectively)	\$ 746,819	\$ 564,783
Cash and cash equivalents (cost—\$39,197 and \$28,387, respectively)	39,190	28,374
Interest receivable	2,282	1,414
Receivable for investment sold	—	7,323
Prepaid expenses and other assets	2,038	1,665
Total assets	790,328	603,559
Liabilities		
Payable for investments purchased	6,609	31,963
Credit facility payable	249,500	112,000
2032 Asset-backed debt, net (par—\$246,000)	243,213	242,757
Notes payable to members	217,350	161,000
Interest payable on Credit Facility	2,662	1,741
Interest payable on notes to members	3,662	2,656
Accrued other expenses	183	178
Total liabilities	723,179	552,295
Members' equity	67,149	51,263
Total liabilities and members' equity	\$ 790,328	\$ 603,559

- (1) As of June 30, 2022 and September 30, 2021, PSSSL had unfunded commitments to fund investments of \$0.6 million and \$0.6 million, respectively.

PENNAENTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

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

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2022	2021	2022	2021
Investment income:				
Interest	\$ 13,535	\$ 8,688	\$ 36,467	\$ 23,741
Other income	65	506	1,084	757
Total investment income	13,600	9,194	37,551	24,498
Expenses:				
Interest and expense on credit facility and asset-backed debt	4,667	2,623	11,514	6,589
Interest expense on notes to members	4,510	3,289	11,704	9,283
Administrative services expenses	300	300	900	900
Other general and administrative expenses	289	227	867	617
Total expenses	9,766	6,439	24,985	17,389
Net investment income	3,834	2,755	12,566	7,109
Realized and unrealized (loss) gain on investments and credit facility foreign currency translation currency translations:				
Net realized loss on investments	(24)	(3,403)	(14,956)	(4,679)
Net change in unrealized appreciation (depreciation) on:				
Investments	(5,232)	1,920	6,325	9,584
Credit facility foreign currency translation	—	—	—	(489)
Net change in unrealized appreciation (depreciation) on investments and credit facility foreign currency translations	(5,232)	1,920	6,325	9,095
Net realized and unrealized gain (loss) from investments and credit facility foreign currency translations	(5,256)	(1,483)	(8,631)	4,416
Net increase (decrease) in members' equity resulting from operations	\$ (1,422)	\$ 1,272	\$ 3,935	\$ 11,525

⁽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.

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 2031 Asset-Backed Debt and our 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. Our 2023 Notes are classified as Level 1, as they were valued using the closing price from the primary exchange. 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.

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

In addition to using the above inputs to value cash equivalents, investments, our 2023 Notes, our 2026 Notes, our 2031 Asset-Backed Debt and our 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 2022	June 30,	Valuation Technique	Unobservable Input	Range of Input (Weighted Average) ⁽¹⁾
First lien	\$	101,193	Market Comparable	Broker/Dealer bids or quotes	N/A
First lien		961,189	Market Comparable	Market Yield	7.4% - 21.8% (10.1%)
Second lien		149	Market Comparable	Market Yield	13.5%
Second lien		512	Enterprise Market Value	EBITDA multiple	5.3x
Equity		89,875	Enterprise Market Value	EBITDA multiple	3.4x - 21.5x (12.5x)
Equity		4,217	Enterprise Market Value	DLOM	11.8%
Total Level 3 investments	\$	1,157,135			
Debt Category					
Long-Term Credit Facility	\$	253,443	Market Comparable	Market Yield	2.9%

Asset Category	Fair value at 2021	September 30,	Valuation Technique	Unobservable Input	Range of Input (Weighted Average) ⁽¹⁾
First lien	\$	177,480	Market Comparable	Broker/Dealer bids or quotes	N/A
First lien		754,004	Market Comparable	Market Yield	5.6% - 13.0% (7.5%)
Second lien		8,085	Market Comparable	Market Yield	11.0% - 14.0% (11.8%)
First lien		2,934	Enterprise Market Value	EBITDA multiple	1.8x
Second lien		864	Enterprise Market Value	EBITDA multiple	5.4x
Equity		70,253	Enterprise Market Value	EBITDA multiple	4.7x - 18.5x (11.5x)
Equity		7,569	Enterprise Market Value	DLOM	9.3%
Total Level 3 investments	\$	1,021,189			
Debt Category					
Long-Term Credit Facility	\$	218,852	Market Comparable	Market Yield	2.1%

⁽¹⁾ The weighted averages disclosed in the table above were weighted by their relative fair value.

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

Our investments, cash and cash equivalents, Credit Facility or Prior Credit Facility, as applicable, 2023 Notes, 2026 Notes and 2031 Asset-Backed Debt were categorized as follows in the fair value hierarchy for ASC 820 purposes (\$ in thousands):

Description	Fair Value at June 30, 2022				Measured at Net Asset Value ⁽¹⁾
	Fair Value	Level 1	Level 2	Level 3	
First lien	\$ 1,062,382	\$ —	\$ —	\$ 1,062,382	\$ —
Second lien	661	—	—	661	—
Equity	163,399	—	—	94,092	69,307
Total investments	1,226,442	—	—	1,157,135	69,307
Cash and cash equivalents	40,616	40,616	—	—	—
Total investments and cash and cash equivalents	\$ 1,267,058	\$ 40,616	\$ —	\$ 1,157,135	\$ 69,307
Credit Facility payable	\$ 253,443	\$ —	\$ —	\$ 253,443	\$ —
2023 Notes payable	94,717	94,717	—	—	—
2026 Notes payable ⁽²⁾	182,082	—	182,082	—	—
2031 Asset-Backed Debt ⁽²⁾	225,970	—	—	225,970	—
Total debt	\$ 756,212	\$ 94,717	\$ 182,082	\$ 479,413	\$ —

- (1) In accordance with ASC Subtopic 820-10, Fair Value Measurements and Disclosures, or ASC 820-10, our equity investment in PSSL and PTSF are measured using the net asset value per share (or its equivalent) as a practical expedient for fair value, 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 and the 2031 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.

Description	Fair Value at September 30, 2021				Measured at Net Asset Value ⁽¹⁾
	Fair Value	Level 1	Level 2	Level 3	
First lien	\$ 934,418	\$ —	\$ —	\$ 934,418	\$ —
Second lien	8,949	—	—	8,949	—
Equity	138,252	—	—	77,822	60,430
Total investments	1,081,619	—	—	1,021,189	60,430
Cash and cash equivalents	49,826	49,826	—	—	—
Total investments and cash and cash equivalents	\$ 1,131,445	\$ 49,826	\$ —	\$ 1,021,189	\$ 60,430
Credit Facility payable	\$ 218,852	\$ —	\$ —	\$ 218,852	\$ —
2023 Notes payable	111,114	111,114	—	—	—
2026 Notes payable ⁽²⁾	97,171	—	97,171	—	—
2031 Asset-Backed Debt ⁽²⁾	225,497	—	—	225,497	—
Total debt	\$ 652,633	\$ 111,114	\$ 97,171	\$ 444,349	\$ —

- (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, 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 2031 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.

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):

Description	Nine months ended June 30, 2022		
	First Lien	Second lien, subordinated debt and equity investments	Totals
Beginning Balance	\$ 934,418	\$ 86,771	\$ 1,021,189
Net realized losses	1,124	(13,106)	(11,982)
Net change in unrealized depreciation	(7,553)	12,411	4,858
Purchases, PIK interest, net discount accretion and non-cash exchanges	539,028	25,045	564,073
Sales, repayments and non-cash exchanges	(404,635)	(16,368)	(421,003)
Transfers in and/or out of Level 3	—	—	—
Ending Balance	\$ 1,062,382	\$ 94,753	\$ 1,157,135
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.	\$ (5,627)	\$ 12,170	\$ 6,543

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

Description	Nine months ended June 30, 2021		
	First Lien	Second lien, subordinated debt and equity investments	Totals
Beginning Balance	\$ 968,616	\$ 78,402	\$ 1,047,018
Net realized losses	(3,798)	(10,617)	(14,415)
Net change in unrealized depreciation	14,440	30,405	44,845
Purchases, PIK interest, net discount accretion and non-cash exchanges	448,247	25,199	473,446
Sales, repayments and non-cash exchanges	(544,240)	(21,298)	(565,538)
Transfers in and/or out of Level 3	—	—	—
Ending Balance	<u>\$ 883,265</u>	<u>\$ 102,091</u>	<u>\$ 985,356</u>
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.	<u>\$ 11,044</u>	<u>\$ 29,006</u>	<u>\$ 40,050</u>

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):

Long-Term Credit Facility	Nine months ended June 30,	
	2022	2021
Beginning Balance (cost – \$219,400 and \$308,599, respectively)	\$ 218,852	\$ 299,047
Net change in unrealized (depreciation) appreciation included in earnings	(5,663)	9,218
Borrowings	147,254	255,500
Repayments	(107,000)	(430,699)
Transfers in and/or out of Level 3	—	—
Ending Balance (cost – \$259,277 and \$133,400, respectively)	<u>\$ 253,443</u>	<u>\$ 133,066</u>

As of June 30, 2022, we had outstanding non-U.S. dollar borrowings on our Credit Facility. Net change in fair value from currency translation on outstanding borrowings is listed below (\$ in thousands):

Foreign Currency	Amount Borrowed	Borrowing Cost	Current Value	Reset Date	Change in Fair Value
Australian Dollar	\$ 10,000	\$ 7,254	6,877	7/1/2022	(377)

As of September 30, 2021 we did not have any outstanding non-U.S. dollar borrowings on the Credit Facility.

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 our Credit Facility and the 2023 Notes. We elected to use the fair value option for our 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 did not incur any expenses relating to amendment costs on the Credit Facility during both the three and nine months ended June 30, 2022 and 2021. 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 and the 2031 Asset-Backed Debt.

For the three and nine months ended June 30, 2022, the Credit Facility and the 2023 Notes had a net change in unrealized depreciation of less than \$0.1 million and \$1.3 million, respectively. For the three and nine months ended June 30, 2021, the Credit Facility and the 2023 Notes had a net change in unrealized depreciation (appreciation) of \$3.2 million and \$(11.3) million, respectively. As of June 30, 2022 and September 30, 2021, the net unrealized depreciation on the Credit Facility and the 2023 Notes totaled \$8.5 million and \$7.2 million, respectively. We use a nationally recognized independent valuation service to measure the fair value of the Credit Facility in a manner consistent with the valuation process that our board of directors uses to value our investments. Our 2023 Notes trade on the TASE and we use the closing price on the exchange to determine the fair value.

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

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 less than 25% 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 nine months ended June 30, 2022 were as follows (\$ in thousands):

Name of Investment	Fair Value at September 30, 2021	Gross Additions	Sale of/ Distribution from Affiliates	Net Change in Unrealized Appreciation (Depreciation)	Fair Value at June 30, 2022	Interest Income	Dividend/ Other Income	Net Realized Gains (Losses)
Non-Controlled Affiliates								
DBI Holding, LLC	\$7,433	\$—	\$(22,380)	\$14,947	\$—	\$112	\$—	\$(22,380)
Country Fresh Holding Company Inc.	-	—	—	—	—	—	—	6 5
Total Non-Controlled Affiliates	<u>\$7,433</u>	<u>\$—</u>	<u>\$(22,380)</u>	<u>\$14,947</u>	<u>\$—</u>	<u>\$112</u>	<u>\$—</u>	<u>\$(22,315)</u>
Controlled Affiliates								
Marketplace Events, LLC	\$31,649	\$317	\$—	\$882	\$32,847	\$392	\$—	\$—
PennantPark Senior Secured Loan Fund I LLC *	185,731	70,438	—	(7,232)	248,93 7	10,24 1	10,675	—
Total Controlled Affiliates	<u>\$217,380</u>	<u>\$70,754</u>	<u>\$—</u>	<u>\$(6,350)</u>	<u>\$281,784</u>	<u>\$10,633</u>	<u>\$10,675</u>	<u>\$—</u>
Total Controlled and Non-Controlled Affiliates	<u>\$224,813</u>	<u>\$70,754</u>	<u>\$(22,380)</u>	<u>\$8,597</u>	<u>\$281,784</u>	<u>\$10,745</u>	<u>\$10,675</u>	<u>\$(22,315)</u>

* We and Kemper are the members of PSSSL, a joint venture formed as a Delaware limited liability company that is not consolidated by us for financial reporting purposes. The members of PSSSL make investments in PSSSL in the form of first lien secured debt and equity interests, and all portfolio and other material decisions regarding PSSSL must be submitted to PSSSL'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 PSSSL is shared equally between us and Kemper, we do not believe we control PSSSL 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 (\$ in thousands, except per share data):

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2022	2021	2022	2021
Numerator for net increase in net assets resulting from operations	\$ (5,085)	\$ 14,707	\$ 16,592	\$ 52,511
Denominator for basic and diluted weighted average shares	41,334,234	38,772,074	39,940,832	38,772,074
Basic and diluted net increase in net assets per share resulting from operations	\$ (0.12)	\$ 0.38	\$ 0.42	\$ 1.35

8. 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 June 30, 2022 and September 30, 2021, cash and cash equivalents consisted of money market funds in the amounts of \$40.6 million and \$49.8 million at fair value, respectively.

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

9. FINANCIAL HIGHLIGHTS

Below are the financial highlights (\$ in thousands, except per share data):

	Nine Months Ended June 30,	
	2022	2021
Per Share Data:		
Net asset value, beginning of period	\$ 12.62	\$ 12.31
Net investment income ⁽¹⁾	0.90	0.78
Net change in realized and unrealized (loss) gain ⁽¹⁾	(0.48)	0.58
Net increase in net assets resulting from operations ⁽¹⁾	0.42	1.36
Distributions to stockholders ^{(1), (2)}	(0.86)	(0.86)
Issuance of common stock	0.03	—
Net asset value, end of period	\$ 12.21	\$ 12.81
Per share market value, end of period	\$ 11.48	\$ 12.72
Total return ^{*(3)}	-4.08 %	62.85 %
Shares outstanding at end of period	41,345,638	38,772,074
Ratios** / Supplemental Data:		
Ratio of operating expenses to average net assets ⁽⁴⁾	5.33 %	4.01 %
Ratio of debt related expenses to average net assets ⁽⁵⁾	5.50 %	4.36 %
Ratio of total expenses to average net assets ⁽⁵⁾	10.83 %	8.37 %
Ratio of net investment income to average net assets ⁽⁵⁾	9.54 %	8.25 %
Net assets at end of period	\$ 504,913	\$ 496,632
Weighted average debt outstanding	\$ 762,376	\$ 623,132
Weighted average debt per share ⁽¹⁾	\$ 19.09	\$ 16.07
Asset coverage per unit ⁽⁶⁾	\$ 1,656	\$ 1,845
Portfolio turnover ratio	33.07 %	61.24 %

* Not annualized for periods less than one year.

** Annualized for periods less than one year.

(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.

10. DEBT

The annualized weighted average cost of debt for the nine months ended June 30, 2022 and 2021, 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 3.7% and 3.4%, respectively. As of June 30, 2022, 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 June 30, 2022 and September 30, 2021, our asset coverage ratio, as computed in accordance with the 1940 Act, was 166% and 175%, respectively.

Credit Facility

Funding I's multi-currency Credit Facility with affiliates of Truist Bank (formerly SunTrust Bank), or the Lenders, was \$300 million as of June 30, 2022, 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 LIBOR (or an alternative risk-free floating interest rate index) of 225 basis points, a maturity date of August 2026 and a revolving period that ends in August 2024. As of June 30, 2022 and September 30, 2021, Funding I had \$259.3 million and \$219.4 million of outstanding borrowings under the Credit Facility, respectively. The Credit Facility had a weighted average interest rate of 3.3% and 2.3%, exclusive of the fee on undrawn commitments as of June 30, 2022 and September 30, 2021, respectively. As of June 30, 2022 and September 30, 2021, we had \$40.7 million and \$80.6 million of unused borrowing capacity under the Credit Facility, respectively, subject to leverage and borrowing base restrictions.

During the revolving period, the Credit Facility bears interest at LIBOR (or an alternative risk-free floating interest rate index) plus 225 basis points and, after the revolving period, the rate will reset to Base Rate (or an alternative risk-free floating interest rate index) plus 250 basis points for the remaining two years, maturing in August 2026. The Credit Facility is secured by all of the assets of Funding I. Both we and Funding I have made customary representations and warranties and are required to comply with various covenants, reporting requirements and other customary requirements for similar credit facilities.

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 June 30, 2022, 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

PENNANTPARK FLOATING RATE CAPITAL LTD. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS-(Continued)
June 30, 2022
(Unaudited)

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 of our 2023 Notes of which \$97.0 million and \$117.8 million were outstanding as at June 30, 2022 and September 30, 2021, respectively. The 2023 Notes were issued pursuant to a deed of trust between the Company and Mishmeret Trust Company, Ltd., as trustee.

The 2023 Notes pay interest at a rate of 4.3% per year. As a result of the downgrade of the 2023 Notes from "iA+" to "iA-" in March 2020, the interest rate of the 2023 Notes was increased to 4.3% from 3.8%. Interest on the 2023 Notes is payable semi-annually in arrears on June 15 and December 15 of each year, commencing June 15, 2018. The principal on the 2023 Notes will be 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.

The 2023 Notes are 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. The 2023 Notes are rated iA- by S&P Global Ratings Maalot Ltd. and are listed on the TASE. In connection with this offering, we have dual listed our common stock on the TASE.

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 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 existing and future senior unsecured indebtedness. The 2026 Notes are effectively subordinated to all 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.

2031 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 is 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 bear interest at the three-month LIBOR plus 1.8%, (ii) \$15.0 million Class A-2 Senior Secured Fixed Rate Notes due 2031, which bear interest at 3.7%, (iii) \$14.0 million Class B-1 Senior Secured Floating Rate Notes due 2031, which bear interest at the three-month LIBOR plus 2.9%, (iv) \$16.0 million Class B-2 Senior Secured Fixed Rate Notes due 2031, which bear interest at 4.3%, (v) \$19.0 million Class C-1 Secured Deferrable Floating Rate Notes due 2031, which bear interest at the three-month LIBOR plus 4.0%, (vi) \$8.0 million Class C-2 Secured Deferrable Fixed Rate Notes due 2031, which bear interest at 5.4%, and (vii) \$18.0 million Class D Secured Deferrable Floating Rate Notes due 2031, which bear interest at the three-month LIBOR plus 4.8% and (B) the borrowing of \$77.5 million Class A-1 Senior Secured Floating Rate Loans due 2031, which bear interest at the three-month LIBOR 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 ends on October 15, 2023 and 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. 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 both June 30, 2022 and September 30, 2021, the Company had \$228.0 million of 2031 Asset-Backed Debt outstanding with a weighted average interest rate of 2.7% and 2.6%, respectively. As of June 30, 2022 and September 30, 2021, the unamortized fees on the 2031 Asset-Backed Debt were \$2.0 million and \$2.5 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.

11. 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 June 30, 2022 and September 30, 2021, we had \$164.5 million and \$166.9 million, respectively, in commitments to fund investments. Additionally, as described in Note 4, the Company had unfunded commitments of \$28.4 and \$42.0 million to PSSS as of June 30, 2022 and September 30, 2021, respectively, that may be contributed primarily for the purpose of funding new investments approved by the PSSS board of directors or investment committee.

Report of Independent Registered Public Accounting Firm

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

Results of Review of Interim Financial Statements

We have reviewed the accompanying consolidated statement of assets and liabilities of PennantPark Floating Rate Capital Ltd. and its Subsidiaries (collectively referred to as the Company), including the consolidated schedule of investments, as of June 30, 2022, and the related consolidated statements of operations and changes in net assets for the three and nine months ended June 30, 2022 and 2021, and cash flows for the nine-month periods ended June 30, 2022 and 2021, and the related notes to the consolidated financial statements (collectively, the interim financial information or financial statements). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying interim financial information for them to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statement of assets and liabilities of the Company, including the consolidated schedule of investments, as of September 30, 2021, and the related consolidated statements of operations, changes in net assets, and cash flows for the year then ended (not presented herein); and in our report dated November 17, 2021, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated statement of assets and liabilities as of September 30, 2021, is fairly stated, in all material respects, in relation to the consolidated statement of assets and liabilities from which it has been derived.

Basis for Review Results

These interim financial statements are the responsibility of the Company's management. We conducted our reviews in accordance with the standards of the PCAOB. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion. 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.

/s/ RSM US LLP

New York, New York
August 3, 2022

Awareness Letter of Independent Registered Public Accounting Firm

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

We have reviewed, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the unaudited interim financial information of PennantPark Floating Rate Capital Ltd. and its Subsidiaries for the periods ended June 30, 2022 and 2021, as indicated in our report dated August 3, 2022; because we did not perform an audit, we expressed no opinion on that information.

We are aware that our report referred to above, which is included in your Quarterly Report on Form 10-Q for the quarter ended June 30, 2022, is incorporated by reference in Registration Statement No. 333-235532 on Form N-2.

We are also aware that the aforementioned report, pursuant to Rule 436(c) under the Securities Act of 1933, is not considered a part of the Registration Statement prepared or certified by an accountant or a report prepared or certified by an accountant within the meaning of Sections 7 and 11 of that Act.

/s/ RSM US LLP

New York, New York
August 3, 2022

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, including as a result of the current pandemic caused by COVID-19;
- 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, including changes from the impact of the current COVID-19 pandemic;
- our ability to continue to effectively manage our business due to the significant disruptions caused by the current COVID-19 pandemic;
- 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;
- 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; and
- the impact of the United Kingdom's withdrawal from the European Union (commonly known as "Brexit") and other world economic and political issues.

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.

COVID-19 Developments

COVID-19 was first detected in December 2019 and has since been identified as a global pandemic by the World Health Organization. The effect of the ongoing COVID-19 pandemic or any worsening thereof, uncertainty relating to more contagious strains of the virus, the length of recovery of certain economic sectors in the U.S. and globally and the speed and efficiency of the vaccination process, including the extent to which the available vaccines are ineffective against any new COVID-19 variants, may create stress on the market and may affect some of our portfolio companies. We cannot predict the full impact of the COVID-19 pandemic, including any worsening thereof or its duration in the United States and globally and any impact to our business operations or the business operations of our portfolio companies

Due to the nature of these governmental restrictions and their potentially long-lasting duration, some portfolio companies, especially those in vulnerable industries such as retail, food and beverage and travel, have experienced significant financial distress and may default on their financial obligations to us and their other capital providers. Moreover, certain of our portfolio companies that remain subject to prolonged and severe financial distress, have substantially curtailed their operations, deferred capital expenditures, furloughed or laid off workers and/or terminated relationships with their service providers. Depending on the length and magnitude of the disruption to the operations of our portfolio companies, certain portfolio companies may experience financial distress and possibly default on their financial obligations to us and their other capital providers in the future. These developments could impact the value of our investments in such portfolio companies.

The COVID-19 pandemic, including any worsening thereof, may have an adverse impact on certain sectors of the global economy. Particularly, COVID-19 presents material uncertainty and risk with respect to our future performance and financial results as well as the future performance and financial results of our portfolio companies due to the risk of any severe adverse reactions to the vaccine, politicization of the vaccination process or general public skepticism of the safety and efficacy of the vaccine. While we are unable to predict the ultimate adverse effect of COVID-19, or any worsening thereof, on our results of operation, we have identified certain factors that are likely to affect market, economic and geopolitical conditions, and thereby may adversely affect our business, including:

- U.S. and global economic recovery;
- changes in interest rates, including LIBOR;
- limited availability of credit, both in the United States and internationally;
- disruptions to supply-chains and price volatility;
- changes to existing laws and regulations, or the imposition of new laws and regulations; and
- uncertainty regarding future governmental and regulatory policies.

The business disruption and financial harm resulting from the COVID-19 pandemic experienced by some of our portfolio companies may reduce, over time, the amount of interest and dividend income that we receive from such investments and may require us to provide an increase of capital to such companies in the form of follow on investments. In connection with the adverse effects of the COVID-19 pandemic, we may also need to restructure the capitalization of some of our portfolio companies, which could result in reduced interest payments, an increase in the amount of PIK interest we receive or a permanent reduction in the value of our investments. If our net investment income decreases, the percentage of our cash flows dedicated to debt servicing and distribution payments to stockholders would subsequently increase. If such cash flows cannot be sustained, we may be required to reduce the amount of our future distributions to stockholders. As of June 30, 2022, we had two portfolio companies on non-accrual status, and the continuing impact of the COVID-19 pandemic, or any worsening thereof, may result in additional portfolio investments being placed on non-accrual status in the future.

Additionally, as of June 30, 2022 and September 30, 2021, our asset coverage ratio, as computed in accordance with the 1940 Act, was 166% and 175%, respectively. Our Credit Facility includes standard covenants and events of default provisions. If we fail to make the required payments or breach the covenants therein, it could result in a default under the Credit Facility. Failure to cure such default or obtain a waiver from the appropriate party would result in an event of default, and the lenders may accelerate the repayment of our indebtedness under the Credit Facility, such that all amounts owed are due immediately at the time of default. Such an action would negatively affect our liquidity, business, financial condition, results of operations, cash flows and ability to pay distributions to our stockholders.

We are also subject to financial risks, including changes in market interest rates. As of June 30, 2022, our debt portfolio consisted of 99.9% variable-rate investments. The variable-rate loans are usually based on a floating interest rate index such as LIBOR 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 addition, the Credit Facility currently bears interest at LIBOR (or an alternative risk-free floating interest rate index) plus 225 basis points and, after the revolving period ends in August 2024, the rate will reset to Base Rate (or an alternative risk-free floating interest rate index) plus 250 basis points. Due to such rates, our gross investment income has decreased, which could result in a decrease in our net investment income if such decreases in LIBOR are not offset by, among other things, a corresponding increase in the spread over LIBOR that we earn on such loans or a decrease in the interest rate of our floating interest rate liabilities tied to LIBOR. See “Item 3. Quantitative and Qualitative Disclosures About Market Risk” below.

In addition, we have continued to implement our business continuity planning strategy. Our priority has been to safeguard the health of our employees and to ensure continuity of business operations on behalf of our investors. We implemented a heightened level of communication across senior management, our investment team and our board of directors, and we have proactively engaged with our vendors on a regular basis to ensure they continue to meet our criteria for business continuity.

LIBOR Developments

In July 2017, the head of the United Kingdom Financial Conduct Authority announced the desire to phase out the use of LIBOR by the end of 2021. As of December 31, 2021, all non-U.S. dollar LIBOR publications have been phased out. The phase out of a majority of the U.S. dollar publications is currently delayed until June 30, 2023. The Alternative Reference Rates Committee, a steering committee comprised of large U.S. financial institutions, has identified the Secured Overnight Financing Rate (“SOFR”) as its preferred alternative rate for LIBOR. SOFR is a measure of the cost of borrowing cash overnight, collateralized by the U.S. Treasury securities, and is based on directly observable U.S. Treasury-backed repurchase transactions. Although SOFR appears to be the preferred replacement rate for U.S. dollar LIBOR, it is not possible at this time to predict the effect of any such changes, any establishment of alternative reference rates, whether the COVID-19 pandemic will have further effect on LIBOR transition timelines, or other reforms to LIBOR that may be enacted.

The effect of the establishment of alternative reference rates or other reforms to LIBOR or other reference rates is complex and could have a material adverse effect on our business, financial condition and results of operations. Given the inherent differences between LIBOR and SOFR, or any other alternative benchmark rate that may be established, there are continuing uncertainties regarding the transition from LIBOR, including, but not limited to, the need to amend all contracts with LIBOR as the referenced rate and how this will impact the cost of variable rate debt and certain derivative financial instruments. In addition, SOFR or other replacement rates may fail to gain market acceptance. Any failure of SOFR or alternative reference rates to gain market acceptance could adversely affect the return on, value of and market for securities linked to such rates.

Factors such as the pace of the transition to replacement or reformed rates, the specific terms and parameters for and market acceptance of any alternative reference rate, prices of and the liquidity of trading markets for products based on alternative reference rates, and our ability to transition and develop appropriate systems and analytics for one or more alternative reference rates could also have a material adverse effect on our business, financial condition and results of operations.

At-the-Market Offering

On August 20, 2021, the Company entered into Equity Distribution Agreements with each of JMP Securities LLC and Raymond James & Associates, Inc., as the sales agents (each, a “Sales Agent,” and together, the “Sales Agents”), in connection with the sale of shares of the Company’s Common Stock, par value \$0.001 per share, with an aggregate offering price of up to \$75 million. On May 5, 2022, we amended the Equity Distribution Agreements to update references from NASDAQ to NYSE and reflect that the agents are now represented by Kirkland & Ellis LLP. The Equity Distribution Agreements provide that the Company may offer and sell shares of the Common Stock from time to time through a Sales Agent in amounts and at times to be determined by the Company. Actual sales will depend on a variety of factors to be determined by the Company from time to time, including, market conditions and the trading price of the Common Stock.

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 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.

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;
- 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 June 30, 2022, our portfolio totaled \$1,226.4 million, and consisted of \$1,062.4 million of first lien secured debt (including \$190.2 million in PSSL), \$0.7 million of second lien secured debt and \$163.4 million of preferred and common equity (including \$58.8 million in PSSL). Our debt portfolio consisted of 100.0% variable-rate investments. As of June 30, 2022, we had two portfolio companies on non-accrual, representing 0.9% and 0.1% of our overall portfolio on a cost and fair value basis, respectively. Overall, the portfolio had net unrealized appreciation of \$7.7 million. Our overall portfolio consisted of 123 companies with an average investment size of \$10.0 million, had a weighted average yield on debt investments of 8.5%, and was invested 87% in first lien secured debt (including 16% in PSSL), less than 1% in second lien secured debt and 13% in preferred and common equity (including 5% in PSSL). As of June 30, 2022, 100.0% of the investments held by PSSL were first lien secured debt.

As of September 30, 2021, our portfolio totaled \$1,081.6 million, and consisted of \$934.4 million of first lien secured debt (including \$140.9 million in PSSL), \$8.9 million of second lien secured debt and \$138.3 million of preferred and common equity (including \$44.9 million in PSSL). Our debt portfolio consisted of 99% variable-rate investments. As of September 30, 2021, we had two portfolio companies on non-accrual, representing 2.7% and 2.6% of our overall portfolio on a cost and fair value basis, respectively. Overall, the portfolio had net unrealized appreciation of \$11.0 million. Our overall portfolio consisted of 110 companies with an average investment size of \$9.8 million, had a weighted average yield on debt investments of 7.4%, and was invested 86% in first lien secured debt (including 13% in PSSL), 1% in second lien secured debt and 13% in preferred and common equity (including 4% in PSSL). As of September 30, 2021, 99% of the investments held by PSSL were first lien secured debt.

For the three months ended June 30, 2022, we invested \$104.8 million in six new and 39 existing portfolio companies with a weighted average yield on debt investments of 8.1%. Sales and repayments of investments for the three months ended June 30, 2022 totaled \$55.0 million. For the nine months ended June 30, 2022, we invested \$553.1 million in 29 new and 104 existing portfolio companies with a weighted average yield on debt investments of 7.7%. Sales and repayments of investments for the nine months ended June 30, 2022 totaled \$397.2 million.

For the three months ended June 30, 2021, we invested \$248.3 million in 10 new and 16 existing portfolio companies with a weighted average yield on debt investments of 7.5%. Sales and repayments of investments for the three months ended June 30, 2021 totaled \$283.3 million. For the nine months ended June 30, 2021, we invested \$475.5 million in 19 new and 50 existing portfolio companies with a weighted average yield on debt investments of 7.5%. Sales and repayments of investments for the nine months ended June 30, 2021 totaled \$565 million.

PennantPark Senior Secured Loan Fund I LLC

As of June 30, 2022, PSSL's portfolio totaled \$746.8 million and consisted of 89 companies with an average investment size of \$8.4 million and had a weighted average yield on debt investments of 8.2%. As of September 30, 2021, PSSL's portfolio totaled \$564.8 million and consisted of 74 companies with an average investment size of \$7.6 million and had a weighted average yield on debt investments of 7.1%.

For the three months ended June 30, 2022, PSSL invested \$31.5 million (including \$16.8 million purchased from the Company) in four new and seven existing portfolio companies with a weighted average yield on debt investments of 8.8%. Sales and repayments of investments for the three months ended June 30, 2022 totaled \$13.5 million. For the nine months ended June 30, 2022, PSSL invested \$228.6 million (including \$225.2 million purchased from the Company) in 25 new and 15 existing portfolio companies with a weighted average yield on debt investments of 7.9%. Sales and repayments of investments for the nine months ended June 30, 2022 totaled \$69.2 million.

For the three months ended June 30, 2021, PSSL invested \$133.7 million (including \$98.9 million purchased from the Company) in six new and 15 existing portfolio companies with a weighted average yield on debt investments of 7.0%. Sales and repayments of investments for the three months ended June 30, 2021 totaled \$88.8 million. For the nine months ended June 30, 2021, PSSL invested \$277.8 million (including \$224.1 million purchased from the Company) in 30 new and 26 existing portfolio companies with a weighted average yield on debt investments of 7.2%. Sales and repayments of investments for the nine months ended June 30, 2021 totaled \$163.1 million.

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. We discuss our critical accounting estimates in Management's Discussion and Analysis of Financial Condition and Results of Operations

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 preliminary 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 2031 Asset-Backed Debt and our 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. Our 2023 Notes are classified as Level 1, as they were valued using the closing price from the primary exchange. 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 SEC recently adopted Rule 2a-5 under the 1940 Act which establishes requirements for determining fair value in good faith for purposes of the 1940 Act. We will comply with the requirements of the rule before the requirement date in 2022.

In addition to using the above inputs to value cash equivalents, investments, our 2023 Notes, our 2026 Notes, our 2031 Asset-Backed Debt and our 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 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 our Credit Facility and the 2023 Notes. We elected to use the fair value option for our 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

did not incur any expenses relating to amendment costs on the Credit Facility and debt issuance costs on the 2023 Notes during the three and nine months ended June 30, 2022 and 2021, 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 and the 2031 Asset-Backed Debt.

For the three and nine months ended June 30, 2022, the Credit Facility and the 2023 Notes had a net change in unrealized depreciation of \$0.1 million and \$1.2 million, respectively. For the three and nine months ended June 30, 2021, the Credit Facility and the 2023 Notes had a net change in unrealized depreciation (appreciation) of \$3.2 million and \$(11.3) million, respectively. As of June 30, 2022 and September 30, 2021, the net unrealized depreciation on the Credit Facility as applicable, and the 2023 Notes totaled \$8.5 million and \$7.2 million, respectively. We use a nationally recognized independent valuation service to measure the fair value of the Credit Facility in a manner consistent with the valuation process that our board of directors uses to value our investments. Our 2023 Notes trade on the TASE and we use the closing price on the exchange to determine the fair value.

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, our 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 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.

For both the three and nine months ended June 30, 2022 and 2021, we recorded a provision for taxes on net investment income of \$0.1 million and \$0.3 million, respectively, pertaining to federal excise tax.

PFLT Investment Holdings, LLC, a wholly-owned subsidiary of the Company (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 three and nine months ended June 30, 2022, the Company recognized a provision for taxes of zero and \$5.3 million, respectively, on unrealized appreciation on investments by the Taxable Subsidiary. For the three and nine months ended June 30, 2021, the Company recognized a provision for taxes of zero on unrealized appreciation 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 June 30, 2022 and September 30, 2021, \$5.3 million and zero, respectively,

was accrued as a deferred tax liability on the Consolidated Statements of Assets and Liabilities relating to unrealized gain on investments. During the three and nine months ended June 30, 2022, the Company paid zero and \$1.2 million, respectively, in taxes on realized gains on the sale of investments held by the Taxable Subsidiary, resulting in a \$1.2 million prepaid tax asset as of June 30, 2022 included under prepaid expenses and other assets in the consolidated statement of assets and liabilities.

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.

We have formed and expect to continue to form certain taxable subsidiaries, including the Taxable Subsidiary, which are taxed 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.

RESULTS OF OPERATIONS

Set forth below are the results of operations for the three and nine months ended June 30, 2022 and 2021.

Investment Income

Investment income for the three and nine months ended June 30, 2022 was \$25.7 million and \$76.7 million, respectively, which was attributable to \$21.1 million and \$64.0 million from first lien secured debt and \$4.6 million and \$12.7 million from other investments, respectively. This compares to investment income for the three and nine months ended June 30, 2021 was \$20.9 million and \$61.1 million, respectively, which was attributable to \$18.2 million and \$53.5 million from first lien secured debt and \$2.7 million and \$7.6 million from other investments, respectively. The increase in investment income compared to the same periods in the prior year was primarily due to an increase the size of our portfolio.

Expenses

Expenses for the three and nine months ended June 30, 2022 totaled \$13.9 million and \$40.8 million, respectively. Base management fee for the same periods totaled \$3.1 million and \$8.9 million, performance-based incentive fee totaled \$2.6 million and \$8.5 million, debt related interest and expenses totaled \$7.4 million and \$20.7 million and general and administrative expenses totaled \$0.8 million and \$2.4 million, respectively. This compares to expenses for the three and nine months ended June 30, 2021 totaled \$10.6 million and \$30.8 million, respectively. Base management fee for the same periods totaled \$2.6 million and \$8.0 million, incentive fee totaled \$1.7 million and \$4.7 million, debt related interest and expenses totaled \$5.9 million and \$16.0 million and general and administrative expenses totaled \$0.4 million and \$1.8 million, respectively. The increase in expenses for the three and nine months ended June 30, 2022 compared to the same period in the prior year was primarily due to an increase in performance-based incentive fees and debt-related interest and expenses.

Net Investment Income

Net investment income totaled \$11.8 million and \$35.9 million, or \$0.29 and \$0.90 per share, for the three and nine months ended June 30, 2022, respectively. Net investment income totaled \$10.3 million and \$30.3 million, or \$0.27 and \$0.78 per share, for the three and nine months ended June 30, 2021, respectively. The increase in net investment income compared to the same periods in the prior year was primarily due to an increase the size of our portfolio.

Net Realized Gains or Losses

Sales and repayments of investments for the three and nine months ended June 30, 2022 totaled \$55.0 million and \$397.2 million, respectively, and net realized gains (losses) totaled \$0.7 million and \$(11.6) million, respectively. Sales and repayments of investments for the three and nine months ended June 30, 2021 totaled \$283.3 million and \$565.5 million, respectively, and net realized losses totaled \$13.0 million and \$15.3 million, respectively. The change in realized gains/losses was primarily due to changes in the market conditions of our investments and the values at which they were realized.

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

For the three and nine months ended June 30, 2022, we reported net change in unrealized depreciation on investments of \$17.7 million and \$3.7 million, respectively. For the three and nine months ended June 30, 2021, we reported net change in unrealized appreciation on investments of \$14.2 million and \$48.8 million, respectively. As of June 30, 2022 and September 30, 2021, our net unrealized appreciation on investments totaled \$7.7 million and \$11.0 million, respectively. The net change in unrealized appreciation on our investments compared to the same period in the prior year was primarily due to changes in the market conditions of our investments and the values at which they were held.

For the three and nine months ended June 30, 2022, the Credit Facility and the 2023 Notes had a net change in unrealized depreciation of less than \$0.1 million and \$1.3 million, respectively. For the three and nine months ended June 30, 2021, the Credit Facility and the 2023 Notes had a net change in unrealized depreciation (appreciation) of \$3.2 million and \$(11.3) million, respectively. As of June 30, 2022 and September 30, 2021, the net unrealized depreciation on the Credit Facility and the 2023 Notes totaled \$8.5 million and \$7.2 million, respectively. The net change in net unrealized depreciation compared to the same period in the prior year was primarily due to changes in the capital markets.

Net Change in Net Assets Resulting from Operations

Net (decrease) increase in net assets resulting from operations totaled \$(5.1) million and \$16.6 million, or \$(0.12) and \$0.42 per share, respectively, for the three and nine months ended June 30, 2022. Net increase in net assets resulting from operations totaled \$14.7 million and \$52.5 million, or \$0.38 and \$1.35 per share, respectively, for the three and nine months ended June 30, 2021. The decrease in the net change in net assets from operations for the three and nine months ended June 30, 2022 compared to the same period in the prior year was primarily due to a lower realized and unrealized change in our investment and debt.

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 June 30, 2022, 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. This “Liquidity and Capital Resources” section should be read in conjunction with the “COVID-19 Developments” section above.

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 June 30, 2022 and September 30, 2021, our asset coverage ratio, as computed in accordance with the 1940 Act, was 166% and 175%, respectively.

The annualized weighted average cost of debt for the nine months ended June 30, 2022 and 2021, inclusive of the fee on the undrawn commitment on the Credit Facility, amendment costs and debt issuance costs, was 3.7% and 3.4%, respectively. As of June 30, 2022 and September 30, 2021, we had \$40.7 million and \$80.6 million of unused borrowing capacity under the Credit Facility, as applicable, respectively, subject to leverage and borrowing base restrictions.

Funding I’s multi-currency Credit Facility with the Lenders was \$300 million as of June 30, 2022 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 LIBOR (or an alternative risk-free floating interest rate index) of 225 basis points, a maturity date of August 2026 and a revolving period that ends in August 2024. As of June 30, 2022 and September 30, 2021, Funding I borrowed \$259.3 million and \$219.4 million under the Credit Facility, respectively. The Credit Facility had a weighted average interest rate of 3.3% and 2.3%, exclusive of the fee on undrawn commitments as of June 30, 2022 and September 30, 2021, respectively.

During the revolving period, the Credit Facility bears interest at LIBOR (or an alternative risk-free floating interest rate index) plus 225 basis points and, after the revolving period, the rate will reset to Base Rate (or an alternative risk-free floating interest rate index) plus 250 basis points for the remaining two years, maturing in August 2026. The Credit Facility is secured by all of the assets of Funding I. Both PennantPark Floating Rate Capital Ltd. and Funding I have made customary representations and warranties and are required to comply with various covenants, reporting requirements and other customary requirements for similar credit facilities.

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 June 30, 2022, we were in compliance with the covenants relating to our 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 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 of our 2023 Notes. The 2023 Notes were issued pursuant to a deed of trust between the Company and Mishmeret Trust Company, Ltd., as trustee, of which \$97.0 million and \$117.8 million was outstanding as of June 30, 2022 and September 30, 2021, respectively.

The 2023 Notes pay interest at a rate of 4.3% per year. As a result of the downgrade of the 2023 Notes from “iA+” to “iA-” in March 2020, the interest rate of the 2023 Notes was increased to 4.3% from 3.8%. Interest on the 2023 Notes is payable semi-annually in arrears on June 15 and December 15 of each year, commencing June 15, 2018. The principal on the 2023 Notes will be 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.

The 2023 Notes are general, unsecured obligations, rank equal in right of payment with all of our 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. The 2023 Notes are rated iA- by S&P Global Ratings Maalot Ltd. and are listed on the TASE. In connection with this offering, we have dual listed our common stock on the TASE.

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.

In March 2021 and in October 2021, we issued \$100.0 million and \$85.0 million, respectively, in aggregate principal amount of \$185 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 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 is 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 bear interest at the three-month LIBOR plus 1.8%, (ii) \$15.0 million Class A-2 Senior Secured Fixed Rate Notes due 2031, which bear interest at 3.7%, (iii) \$14.0 million Class B-1 Senior Secured Floating Rate Notes due 2031, which bear interest at the three-month LIBOR plus 2.9%, (iv) \$16.0 million Class B-2 Senior Secured Fixed Rate Notes due 2031, which bear interest at 4.3%, (v) \$19.0 million Class C-1 Secured Deferrable Floating Rate Notes due 2031, which bear interest at the three-month LIBOR plus 4.0%, (vi) \$8.0 million Class C-2 Secured Deferrable Fixed Rate Notes due 2031, which bear interest at 5.4%, and (vii) \$18.0 million Class D Secured Deferrable Floating Rate Notes due 2031, which bear interest at the three-month LIBOR plus 4.8% and (B) the borrowing of \$77.5 million Class A-1 Senior Secured Floating Rate Loans due 2031, which bear interest at the three-month LIBOR 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 is scheduled to mature on October 15, 2031. As of both June 30, 2022 and September 30, 2021, the Company had \$228.0 million of 2031 Asset-Backed Debt outstanding with a weighted average interest rate of 2.7%.

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 constitutes secured obligations of the Securitization Issuers, and the indenture governing the 2031 Asset-Backed Debt includes customary covenants and events of default. The 2031 Asset-Backed Debt has not been, and will not be, registered under the Securities Act or any state securities or "blue sky" laws and may not be offered or sold in the United States absent registration with the SEC or an applicable exemption from registration.

Our Investment Adviser serves as collateral manager to the Securitization Issuer pursuant to a collateral management agreement between our Investment Adviser and the Securitization Issuer, or 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 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, par value \$0.001 per share, with an aggregate offering price of up to \$75 million under the ATM Program. The 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.

During the three months ended June 30, 2022, we issued 136,072 shares of our Common Stock under the ATM Program at a weighted-average price of \$13.38 per share, raising \$1.8 million of gross proceeds. Net proceeds were \$1.8 million after commissions to the Sales Agents on shares sold. During the nine months ended June 30, 2022, we issued 2,464,910 shares of our Common Stock under the ATM Program at a weighted-average price of \$13.12 per share, raising \$32.3 million of gross proceeds. Net proceeds were \$31.9 million after commissions to the Sales Agents on shares sold. As of June 30, 2022, we had \$41.3 million available under the ATM Program.

Since inception of the ATM Program through June 30, 2022, we have issued 2,573,564 shares of our Common Stock at a weighted-average price of \$13.11, raising \$33.7 million of gross proceeds. Net proceeds were \$33.2 million after commissions to the Sales Agents on shares sold. We incurred \$0.5 million of legal and other offering costs associated with establishing the ATM Program.

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.

As of June 30, 2022 and September 30, 2021, we had cash equivalents of \$40.6 million and \$49.8 million, respectively, available for investing and general corporate purposes. We believe our liquidity and capital resources are sufficient to take advantage of market opportunities.

Our operating activities used cash of \$111.6 million for the nine months ended June 30, 2022, and our financing activities provided cash of \$101.7 million for the same period. Our operating activities used cash primarily for our investment activities and our financing activities provided cash primarily due to the issuance of \$85 million of our 2026 Add-on Notes borrowings under our Credit Facility.

Our operating activities provided cash of \$124.4 million for the nine months ended June 30, 2021, and our financing activities used cash of \$132.3 million for the same period. Our operating activities provided cash primarily from our investment activities and our financing activities used cash primarily to pay down our Credit Facility, partially offset by the 2026 Notes issuance.

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 June 30, 2022 and September 30, 2021, PSSL had total assets of \$790.3 million and \$603.6 million, respectively. As of June 30, 2022, at fair value, the largest investment in a single portfolio company in PSSL was \$19.1 million and the five largest investments totaled \$86.6 million. As of September 30, 2021, at fair value, the largest investment in a single portfolio company in PSSL was \$18.9 million and the five largest investments totaled \$84.3 million. PSSL invests in portfolio companies in the same industries in which we may directly invest.

We provide capital to PSSL in the form of first lien secured debt and equity interests. As of June 30, 2022 and September 30, 2021, 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 \$190.2 million (additional \$19.9 million unfunded) and \$140.9 million (additional \$29.4 million unfunded), respectively, and equity interests of \$81.5 million (additional \$8.5 million unfunded) and \$60.4 million (additional \$12.6 million 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 May 2022 PSSL has entered into a \$325.0 million (increased from \$225.0 million in May 2022) senior secured revolving credit facility which bears interest at daily simple SOFR plus 260 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.

Below is a summary of PSSSL's portfolio at fair value:

(\$ in thousands)	June 30, 2022		September 30, 2021	
Total investments	\$	746,819	\$	564,783
Weighted average cost yield on income producing investments		8.2 %		7.1 %
Number of portfolio companies in PSSSL		89		74
Largest portfolio company investment	\$	19,126	\$	18,933
Total of five largest portfolio company investments	\$	86,629	\$	84,287

Below is a listing of PSSL's individual investments as of June 30, 2022 (\$ in thousands):

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ⁽¹⁾	Par	Cost	Fair Value ⁽²⁾
First Lien Secured Debt - 1,107.3%							
Ad.net Acquisition, LLC	5/6/2026	Media	8.25 %	3M L+600	8,910	\$ 8,804	\$ 8,910
Alpine Acquisition Corp II	11/30/2026	Containers and Packaging	7.22 %	3M L+600	10,000	9,806	9,800
Altamira Technologies, LLC	7/24/2025	Business Services	9.24 %	3M L+800	5,300	5,178	5,048
American Insulated Glass, LLC	12/21/2023	Building Products	6.50 %	3M L+525	4,898	4,859	4,898
Apex Service Partners, LLC	7/31/2025	Diversified Consumer Services	6.72 %	1M L+525	1,013	1,013	1,008
Apex Service Partners, LLC Term Loan B	7/31/2025	Diversified Consumer Services	7.75 %	3M L+625	2,207	2,207	2,196
Apex Service Partners, LLC Term Loan C	7/31/2025	Diversified Consumer Services	6.78 %	3M L+525	11,143	11,073	11,087
Applied Technical Services, LLC	12/29/2026	Commercial Services & Supplies	8.00 %	3M L+575	8,443	8,333	8,337
Arcfield Acquisition Corp.	3/7/2028	Aerospace and Defense	7.44 %	SOFR + 575	4,688	4,597	4,571
Blackhawk Industrial Distribution, Inc.	9/17/2024	Distributors	7.20 %	SOFR + 500	15,330	15,110	15,176
Broder Bros., Co.	12/2/2022	Consumer Products	7.39 %	3M L+850	2,432	2,432	2,432
By Light Professional IT Services, LLC	5/16/2024	High Tech Industries	7.25 %	3M L+625	14,974	14,913	14,824
Cadence Aerospace, LLC	11/14/2023	Aerospace and Defense	9.74 %	3M L+325	12,380	12,346	12,281
CF512, Inc.	8/20/2026	Media	7.58 %	3M L+600	4,963	4,875	4,888
CHA Holdings, Inc.	4/10/2025	Construction and Engineering	6.75 %	3M L+450	5,571	5,495	5,571
Challenger Performance Optimization, Inc.	8/31/2023	Business Services	8.00 %	1M L+575	9,377	9,347	9,049
Connatix Buyer, Inc.	7/13/2027	Media	6.91 %	3M L+550	3,970	3,901	3,901
Crane 1 Services, Inc.	8/16/2027	Commercial Services & Supplies	6.75 %	1M L+575	2,116	2,088	2,084
Crash Champions, LLC	8/5/2025	Automobiles	7.20 %	3M L+500	14,880	14,623	14,806
Douglas Products and Packaging Company LLC	10/19/2022	Chemicals, Plastics and Rubber	8.00 %	3M L+575	8,678	8,664	8,678
Douglas Sewer Intermediate, LLC	10/19/2022	Chemicals, Plastics and Rubber	8.00 %	3M L+575	7,267	7,255	7,267
Dr. Squatch, LLC	8/31/2027	Personal Products	8.00 %	3M L+600	14,900	14,634	14,900
DRS Holdings III, Inc.	11/3/2025	Consumer Goods: Durable	7.42 %	1M L+575	15,218	15,138	14,777
Duraco Specialty Tapes LLC	6/30/2024	Containers and Packaging	7.15 %	1M L+550	10,316	10,173	10,099
ECL Entertainment, LLC	5/1/2028	Hotels, Restaurants and Leisure	9.75 %	3M L+750	2,627	2,603	2,560
ECM Industries, LLC	12/23/2025	Electronic Equipment, Instruments, and Components	6.32 %	3M L+450	4,987	4,987	4,887
Exigo Intermediate II, LLC	3/15/2027	Software	7.42 %	1M L+575	12,968	12,783	12,773
Fairbanks More Defense	6/17/2028	Aerospace and Defense	7.63 %	3M L+475	9,925	9,884	9,528
Gantech Acquisition Corp.	5/14/2026	IT Services	7.92 %	3M L+625	14,713	14,489	14,419
Global Holdings InterCo LLC	3/16/2026	Diversified Financial Services	7.00 %	3M L+600	3,914	3,897	3,797
Graffiti Buyer, Inc.	8/10/2027	Trading Companies & Distributors	8.00 %	3M L+575	2,375	2,321	2,310
Hancock Roofing and Construction L.L.C.	12/31/2026	Insurance	7.25 %	1M L+525	2,392	2,345	2,368
Holdco Sands Intermediate, LLC	11/23/2028	Aerospace and Defense	8.25 %	3M L+600	4,975	4,883	4,876
HW Holdco, LLC	12/10/2024	Media	6.00 %	6M L+575	3,060	3,009	2,998
IDC Infusion Services, Inc.	12/30/2026	Healthcare Equipment and Supplies	7.00 %	3M L+600	9,975	9,820	9,875
Imagine Acquisitionco, LLC	11/15/2027	Software	6.91 %	1M L+550	5,377	5,270	5,216
Inception Fertility Ventures, LLC	12/7/2023	Healthcare Providers and Services	8.81 %	3M L+700	16,662	16,289	16,245
Integrative Nutrition, LLC	9/29/2023	Diversified Consumer Services	7.00 %	3M L+575	11,225	11,201	11,225
Integrity Marketing Acquisition, LLC	8/27/2025	Insurance	7.58 %	SOFR + 575	6,000	5,913	5,942
ITI Holdings, Inc.	3/3/2028	IT Services	7.08 %	SOFR + 550	3,990	3,924	3,910
K2 Pure Solutions NoCal, L.P.	12/20/2023	Chemicals, Plastics and Rubber	9.67 %	1M L+625	19,300	19,124	19,126
Kinetic Purchaser, LLC	11/10/2027	Personal Products	7.75 %	3M L+600	11,872	11,685	11,635
Lash OpCo, LLC	2/18/2027	Personal Products	9.25 %	3M L+700	14,391	14,097	14,247
LAV Gear Holdings, Inc.	10/31/2024	Capital Equipment	9.70 %	3M L+550	10,576	10,535	10,301
Lightspeed Buyer Inc.	2/3/2026	Healthcare Providers and Services	7.52 %	3M L+575	10,638	10,452	10,425
Lucky Bucks, LLC	7/20/2027	Hotel, Gaming and Leisure	6.25 %	3M L+550	4,386	4,309	3,992
Marketplace Events, LLC - Super Priority First Lien Term Loan	9/30/2025	Media: Diversified and Production	6.69 %	1M L+525	647	647	647
Marketplace Events, LLC - Super Priority First Lien Unfunded Term Loan	9/30/2025	Media: Diversified and Production	—	—	589	-	-
Marketplace Events, LLC	9/30/2026	Media: Diversified and Production	6.69 %	1M L+525	4,837	3,469	4,837
Mars Acquisition Holdings Corp.	5/14/2026	Media	7.17 %	1M L+550	9,925	9,800	9,826
MBS Holdings, Inc.	4/16/2027	Internet Software and Services	6.75 %	3M L+575	7,425	7,309	7,351
Meadowlark Acquirer, LLC	12/10/2027	Professional Services	7.75 %	3M L+650	2,402	2,357	2,342
MeritDirect, LLC	5/23/2024	Media: Advertising, Printing & Publishing	7.75 %	3M L+550	5,355	5,267	5,328
Mission Critical Electronics, Inc.	3/28/2024	Capital Equipment	7.20 %	SOFR+500	5,844	5,842	5,774
Municipal Emergency Services, Inc.	9/28/2027	Distributors	7.25 %	3M L+500	3,474	3,412	3,342
NBH Group LLC	8/19/2026	Healthcare, Education & Childcare	6.25 %	1M L+550	10,847	10,659	10,793
New Milani Group LLC	6/6/2024	Consumer Goods: Non-Durable	7.50 %	3M L+500	14,513	14,462	14,259
OIS Management Services, LLC	7/9/2026	Healthcare Equipment and Supplies	6.95 %	SOFR+475	5,073	5,017	4,996
One Stop Mailing, LLC	5/7/2027	Air Freight and Logistics	7.92 %	1M L+625	14,807	14,548	14,511
Output Services Group, Inc.	3/27/2024	Business Services	6.01 %	3M L+425	7,663	7,784	6,284
Owl Acquisition, LLC	2/4/2028	Professional Services	6.75 %	3M L+575	4,000	3,925	3,880
Ox Two, LLC	5/18/2026	Construction and Building	9.32 %	3M L+600	4,938	4,875	4,839
PH Beauty Holdings III, Inc.	9/29/2025	Wholesale	6.57 %	1M L+500	9,618	9,340	8,656
PL Acquisitionco, LLC	11/9/2027	Textiles, Apparel and Luxury Goods	8.17 %	1M L+650	8,259	8,130	8,114
Plant Health Intermediate, Inc.	10/19/2022	Chemicals, Plastics and Rubber	8.00 %	3M L+575	1,566	1,563	1,566
PlayPower, Inc.	5/8/2026	Consumer Goods: Durable	7.75 %	3M L+550	2,587	2,502	2,244
Quantic Electronics, LLC	11/19/2026	Aerospace and Defense	8.50 %	1M L+625	3,932	3,854	3,854
Reception Purchaser, LLC	2/28/2028	Air Freight and Logistics	8.20 %	SOFR+600	4,988	4,914	4,788
Recteq, LLC	1/29/2026	Leisure Products	8.25 %	3M L+600	4,938	4,863	4,814
Research Now Group, LLC and Dynata, LLC	12/20/2024	Diversified Consumer Services	6.50 %	3M L+550	10,596	10,528	9,961
Sales Benchmark Index LLC	1/3/2025	Professional Services	8.25 %	3M L+600	5,281	5,218	5,281

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ⁽¹⁾	Par / Shares	Cost	Fair Value ⁽²⁾
Sargent & Greenleaf Inc.	1/27/2021	Wholesale	7.15 %	3M L+550	5,390	\$ 5,348	\$ 5,337
Schlesinger Global, Inc.	2/13/2020	Business Services	8.70 %	SOFR+500	11,832	11,976	11,654
Sigma Defense Systems, LLC	12/29/2021	Aerospace and Defense	10.75 %	1M L+850	14,810	14,486	14,588
Smile Brands Inc.	7/31/2022	Healthcare and Pharmaceuticals	5.62 %	3M L+450	12,480	12,356	12,137
Solutionreach, Inc.	11/5/2019	Healthcare and Pharmaceuticals	7.42 %	1M L+575	5,663	5,638	5,448
Spendmend Holdings LLC	3/23/2022	Healthcare Technology	7.38 %	SOFR+575	2,964	2,922	2,887
STV Group Incorporated	6/8/2021	Construction and Building	6.92 %	3M L+525	9,075	9,008	8,939
System Planning and Analysis, Inc. (f/k/a Management Consulting & Research, LLC)	12/3/2021	Aerospace and Defense	8.83 %	SOFR+600	14,925	14,645	14,686
TAC LifePort Purchaser, LLC	3/17/2021	Aerospace and Defense	8.25 %	1M L+600	4,424	4,356	4,406
TeleGuam Holdings, LLC	6/8/2021	Telecommunications	8.25 %	3M L+450	10,248	10,228	10,248
Teneo Holdings LLC	1/27/2021	Business Services	6.85 %	3M L+625	2,292	2,289	2,246
The Aegis Technologies Group, LLC	1/27/2021	Aerospace and Defense	8.06 %	3M L+500	5,674	5,606	5,617
The Bluebird Group LLC	8/26/2021	Professional Services	8.75 %	1M L+700	1,715	1,686	1,732
The Infosoft Group, LLC	5/26/2021	Media: Broadcasting and Subscription	7.19 %	3M L+525	13,030	13,025	12,900
The Vertex Companies, LLC	12/20/2021	Construction and Engineering	7.17 %	1M L+550	5,592	5,489	5,491
TPC Canada Parent, Inc. and TPC US Parent, LLC	2/7/2020	Consumer Goods: Non-Durable	6.97 %	3M L+475	8,767	8,618	8,504
TVC Enterprises, LLC	5/6/2022	Diversified Consumer Services	7.67 %	3M L+550	14,990	14,887	14,690
TWS Acquisition Corporation	7/17/2019	Diversified Consumer Services	8.76 %	3M L+625	5,468	5,448	5,441
Tyto Athene, LLC (New Issue)	10/21/2021	IT Services	6.47 %	3M L+550	15,589	15,455	14,747
UBEO, LLC	11/6/2018	Capital Equipment	6.75 %	3M L+450	17,436	17,340	17,087
Walker Edison Furniture Company LLC	6/9/2021	Wholesale	11.00 %	3M L+575	12,619	12,361	12,240
Wildcat Buyerco, Inc.	7/31/2022	Electronic Equipment, Instruments, and Components	7.95 %	SOFR+550	8,575	8,532	8,345
Zips Car Wash, LLC	12/29/2021	Automobiles	8.25 %	3M L+725	17,000	16,741	16,660
Total First Lien Secured Debt						749,409	743,558
Second Lien Secured Debt - 4.4%							
			P(1K 9.00%)				
Inventus Power, Inc.	09/29/2024	Consumer Goods: Durable	10.75 %	3M L+850	3,000	2,959	2,925
Total Second Lien Secured Debt						2,959	2,925
Equity Securities - .9%							
New MPE Holdings, LLC	—	Media: Diversified and Production	—	—	—	—	336
Total Equity Securities							336
Total Investments - 1,112.2%						752,368	746,819
Cash and Cash Equivalents - 58.4%							
BlackRock Federal FD Institutional 30						39,197	39,190
Total Cash and Cash Equivalents						39,197	39,190
Total Investments and Cash Equivalents —1,170.5%						\$ 791,565	\$ 786,009
Liabilities in Excess of Other Assets — (1,070.5)%							(718,859)
Members' Equity—100.0%							\$ 67,149

(1) Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable LIBOR or "L" or Prime rate or "P". 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. LIBOR loans are typically indexed to a 30-day, 60-day, 90-day or 180-day LIBOR rate (1M L, 2M L, 3M L, or 6M L, respectively), at the borrower's option. All securities are subject to a LIBOR 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) Non-U.S. company or principal place of business outside the United States.

(4) Non-income producing security.

(5) 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.

Below is a listing of PSSL's individual investments as of September 30, 2021 (\$ in thousands):

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ⁽¹⁾	Par	Cost	Fair Value ⁽²⁾
First Lien Secured Debt - 1,088.%							
Ad.net Acquisition, LLC	05/06/2026	Media	7.00 %	3M L+600	8,978	\$ 8,852	\$ 8,843
Altamira Technologies, LLC	07/24/2025	Business Services	8.00 %	3M L+700	5,525	5,376	5,180
American Insulated Glass, LLC	12/21/2023	Building Products	6.50 %	3M L+550	5,721	5,653	5,663
Apex Service Partners, LLC	07/31/2025	Diversified Consumer Services	6.25 %	3M L+525	1,021	1,021	1,010
Apex Service Partners, LLC Term Loan B	07/31/2025	Diversified Consumer Services	6.50 %	1M L+550	2,222	2,222	2,200
Apex Service Partners, LLC Term Loan C	07/31/2025	Diversified Consumer Services	6.25 %	3M L+525	4,174	4,103	4,132
Applied Technical Services, LLC	12/29/2026	Commercial Services & Supplies	6.75 %	3M L+575	4,511	4,419	4,421
By Light Professional IT Services, LLC	05/16/2022	High Tech Industries	7.25 %	1M L+625	12,880	12,869	12,880
Cadence Aerospace, LLC	11/14/2023	Aerospace and Defense	9.50 %	3M L+850	12,282	12,231	11,981
			P(IK 9.50%)				
Cano Health	11/23/2027	Healthcare, Education & Childcare	5.25 %	3M L+450	2,653	2,647	2,654
CHA Holdings, Inc.	04/10/2025	Construction and Engineering	5.50 %	3M L+450	5,615	5,519	5,530
Challenger Performance Optimization, Inc.	08/31/2023	Business Services	8.00 %	1M L+675	9,501	9,454	9,216
			P(IK 1.00%)				
Connatix Buyer, Inc	07/13/2027	Media	6.25 %	1M L+550	4,000	3,922	3,920
CoolSys, Inc	08/04/2028	Business Services	5.50 %	1M L+475	1,909	1,890	1,914
Crane 1 Services Inc	08/16/2027	Commercial Services & Supplies	6.75 %	1M L+575	2,132	2,100	2,110
Crash Champions, LLC	08/05/2025	Automobiles	6.00 %	3M L+500	8,978	8,802	8,798
Digital Room Holdings, Inc.	05/22/2026	Commercial Services & Supplies	5.08 %	1M L+500	3,228	3,111	3,186
Douglas Products and Packaging Company LLC	10/19/2022	Chemicals, Plastics and Rubber	6.75 %	3M L+575	8,746	8,695	8,746
Douglas Sewer Intermediate, LLC	10/19/2022	Chemicals, Plastics and Rubber	6.75 %	3M L+575	7,323	7,278	7,323
Dr. Squatch, LLC	8/27/2026	Personal Products	7.00 %	3M L+600	10,000	9,803	9,800
DRS Holdings III, Inc.	11/03/2025	Consumer Goods: Durable	7.25 %	1M L+625	15,676	15,584	15,566
East Valley Tourist Development Authority	03/07/2022	Hotels, Restaurants and Leisure	9.00 %	3M L+800	5,719	5,624	5,633
			P(IK 3.50%)				
ECL Entertainment, LLC	03/31/2028	Hotels, Restaurants and Leisure	8.25 %	1M L+750	2,647	2,621	2,707
ECM Industries, LLC	12/23/2025	Electronic Equipment, Instruments, and Components	5.50 %	1M L+450	4,994	4,994	4,894
Fairbanks More Defense	06/17/2028	Aerospace and Defense	5.50 %	3M L+475	10,000	9,955	10,000
FlexPrint, LLC	01/02/2024	Commercial Services & Supplies	6.02 %	1M L+590	4,770	4,732	4,746
Gantech Acquisition Corp.	05/14/2026	IT Services	7.25 %	3M L+625	14,925	14,648	14,627
Global Holdings InterCo LLC	03/16/2026	Diversified Financial Services	7.00 %	3M L+600	3,968	3,948	3,948
Graffiti Buyer, Inc	08/10/2027	Trading Companies & Distributors	6.75 %	3M L+575	2,393	2,346	2,357
Hancock Roofing and Construction L.L.C.	12/31/2026	Insurance	6.00 %	3M L+500	2,481	2,425	2,456
Holdco Sands Intermediate, LLC	12/19/2025	Aerospace and Defense	7.50 %	3M L+600	6,474	6,407	6,441
IMIA Holdings, Inc.	04/09/2027	Aerospace and Defense	6.75 %	3M L+575	13,589	13,338	13,317
Integrative Nutrition, LLC	09/29/2023	Diversified Consumer Services	5.50 %	3M L+450	11,567	11,528	11,567
K2 Pure Solutions NoCal, L.P.	12/20/2023	Chemicals, Plastics and Rubber	8.00 %	1M L+700	19,450	19,193	18,933
LAV Gear Holdings, Inc.	10/31/2024	Capital Equipment	8.50 %	3M L+750	10,491	10,435	9,833
			P(IK 1.00%)				
Lightspeed Buyer Inc.	02/3/2026	Healthcare Providers and Services	6.75 %	1M L+575	5,707	5,606	5,707
Lucky Bucks, LLC	07/20/2027	Hotel, Gaming and Leisure	6.25 %	1M L+550	4,500	4,411	4,424
Marketplace Events, LLC ⁽³⁾⁽⁴⁾	09/30/2025	Media: Diversified and Production	6.25 %	3M L+525	617	617	617
			P(IK 6.25%)				
Super Priority First Lien Term Loan							
Marketplace Events, LLC - Super Priority First Lien Unfunded Term Loan ⁽³⁾⁽⁴⁾	09/30/2025	Media: Diversified and Production	—	—	589	—	—
Marketplace Events LLC ⁽⁴⁾	09/30/2026	Media: Diversified and Production	0.00 %	—	4,615	3,441	4,615
Mars Acquisition Holdings Corp.	05/14/2026	Media	6.50 %	1M L+550	10,000	9,813	9,900
MBS Holdings, Inc.	04/16/2027	Internet Software and Services	6.75 %	3M L+575	7,481	7,338	7,332
MeritDirect, LLC	05/23/2024	Media: Advertising, Printing & Publishing	6.50 %	3M L+550	5,532	5,412	5,477
Mission Critical Electronics, Inc.	09/28/2022	Capital Equipment	6.00 %	3M L+500	5,890	5,877	5,890
NBH Group LLC	08/19/2026	Healthcare, Education & Culture	6.50 %	3M L+550	10,902	10,687	10,684
New Milani Group LLC	06/06/2024	Consumer Goods: Non-Durable	6.50 %	1M L+550	14,550	14,481	13,895
OIS Management Services LLC	07/09/2026	Healthcare Equipment and Supplies	5.75 %	1M L+475	1,995	1,966	1,965
One Stop Mailing, LLC	05/07/2027	Air Freight and Logistics	7.25 %	1M L+625	14,920	14,631	14,659
Output Services Group, Inc.	03/27/2024	Business Services	5.50 %	1M L+450	7,743	7,733	7,047
Ox Two, LLC	05/18/2026	Construction and Building	7.00 %	3M L+600	4,975	4,901	4,876
PH Beauty Holdings III, Inc.	09/29/2025	Wholesale	5.12 %	1M L+500	9,693	9,514	9,467
Plant Health Intermediate, Inc.	10/19/2022	Chemicals, Plastics and Rubber	6.75 %	3M L+575	1,578	1,568	1,578
PlayPower, Inc.	05/8/2026	Consumer Goods: Durable	5.63 %	3M L+550	3,805	3,720	3,736
Recteq, LLC	01/29/2026	Leisure Products	7.00 %	3M L+600	4,975	4,888	4,925
Research Now Group, Inc. and Survey Sampling International LLC	12/20/2024	Diversified Consumer Services	6.50 %	3M L+550	10,680	10,592	10,544
Sales Benchmark Index LLC	01/03/2025	Professional Services	7.75 %	3M L+600	5,578	5,496	5,439
Sargent & Greenleaf Inc.	12/20/2024	Wholesale	7.00 %	1M L+550	5,550	5,493	5,550
Schlesinger Global, Inc.	07/14/2025	Business Services	8.00 %	3M L+700	11,785	11,760	11,254
Smile Brands Inc.	10/14/2024	Healthcare and Pharmaceuticals	5.32 %	3M L+450	12,576	12,459	12,451
Snak Club, LLC	07/19/2022	Beverage, Food and Tobacco	7.00 %	1M L+600	4,388	4,362	4,388
Solutionreach, Inc.	01/17/2024	Healthcare and Pharmaceuticals	6.75 %	1M L+575	5,892	5,854	5,892

Issuer Name	Maturity	Industry	Current Coupon	Basis Point Spread Above Index ⁽¹⁾	Par / Shares	Cost	Fair Value ⁽²⁾
Spectacle Gary Holdings, LLC	12/23/2025	Hotels, Restaurants and Leisure	11.00 %	1M L+900	4,389	4,506	4,765
STV Group Incorporated	12/11/2026	Construction and Building	5.33 %	1M L+525	9,075	9,004	9,030
TAC LifePort Purchaser, LLC	03/01/2026	Aerospace and Defense	7.00 %	3M L+600	4,950	4,860	4,948
TeleGuam Holdings, LLC	11/20/2025	Telecommunications	5.50 %	1M L+450	10,337	10,313	10,234
Teneo Holdings LLC	07/18/2025	Business Services	6.25 %	1M L+525	2,309	2,306	2,297
The Aegis Technologies Group, LLC	10/31/2025	Aerospace and Defense	6.77 %	3M L+550	5,713	5,634	5,656
The Bluebird Group LLC	07/27/2026	Professional Services	8.00 %	3M L+700	1,744	1,710	1,733
The Infosoft Group, LLC	09/16/2024	Media: Broadcasting and Subscription	6.75 %	6M L+575	13,383	13,376	13,383
The Vertex Companies, LLC	08/30/2027	Construction and Engineering	6.50 %	6M L+550	5,634	5,523	5,529
TPC Canada Parent, Inc. and TPC US Parent, LLC	11/24/2025	Consumer Goods: Non-Durable	6.25 %	3M L+525	8,834	8,655	8,569
TVC Enterprises, LLC	03/26/2026	Diversified Consumer Services	6.75 %	1M L+575	8,558	8,593	8,558
TWS Acquisition Corporation	06/16/2025	Diversified Consumer Services	7.25 %	1M L+625	6,636	6,599	6,636
Tyto Athene, LLC	08/27/2024	IT Services	6.25 %	1M L+550	11,443	11,334	11,443
UBEQ, LLC	04/03/2024	Capital Equipment	5.50 %	1M L+450	17,571	17,457	17,483
Urology Management Associates, LLC	08/30/2024	Healthcare and Pharmaceuticals	5.50 %	1M L+450	11,030	10,849	10,975
Walker Edison Furniture Company LLC	03/31/2027	Wholesale	6.75 %	1M L+575	12,438	12,142	11,971
Wildcat Buyerco, Inc.	02/27/2026	Electronic Equipment, Instruments, and Components	6.00 %	3M L+500	5,706	5,656	5,678
Total First Lien Secured Debt						558,880	557,732
Second Lien Secured Debt - 10.5%							
DBI Intermediate Holdco, LLC, Term Loan B ⁽⁴⁾	02/02/2026	Business Services	11.00 % PIK 9.00%	—	2,434	2,434	2,434
Inventus Power, Inc.	09/29/2024	Consumer Goods: Durable	9.50 %	3M L+850	3,000	2,947	2,940
Total Second Lien Secured Debt						5,381	5,374
Equity Securities - 3.3%							
DBI Intermediate Holdco, LLC, Series A-1 ⁽⁴⁾	—	Business Services	13.00 %	—	7	5,034	—
DBI Intermediate Holdco, LLC, Series AA ⁽⁴⁾	—	Business Services	—	—	7	6,731	1,314.7
DBI Intermediate Holdco, LLC, Series B ⁽⁴⁾	—	Business Services	—	—	1,065	237	—
New MPE Holdings, LLC	—	Media: Diversified and Production	—	—	0	—	362.2
Total Equity Securities						12,002	1,677
Total Investments - 1101.7%						576,263	564,783
Cash and Cash Equivalents - 55.3%							
BlackRock Federal FD Institutional 30						28,191	28,191
US Bank Cash						196	183
Total Cash and Cash Equivalents						28,387	28,374
Total Investments and Cash Equivalents —1,157.1%						\$ 604,650	\$ 593,157
Liabilities in Excess of Other Assets — (1057.1)%							(541,893)
Members' Equity—100.0%							\$ 51,264

- (1) Represents floating rate instruments that accrue interest at a predetermined spread relative to an index, typically the applicable LIBOR or "L" or Prime rate or "P". 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. LIBOR loans are typically indexed to a 30-day, 60-day, 90-day or 180-day LIBOR rate (1M L, 2M L, 3M L, or 6M L, respectively), at the borrower's option. All securities are subject to a LIBOR 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 PSSS's accounting policy.
- (3) Non-U.S. company or principal place of business outside the United States.
- (4) Non-income producing security.

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

	June 30, 2022 (Unaudited)	September 30, 2021
Assets		
Investments at fair value (cost—\$752,368 and \$576,263, respectively)	\$ 746,819	\$ 564,783
Cash and cash equivalents (cost—\$39,197 and \$28,387, respectively)	39,190	28,374
Interest receivable	2,282	1,414
Receivable for investment sold	—	7,323
Prepaid expenses and other assets	2,038	1,665
Total assets	790,328	603,559
Liabilities		
Payable for investments purchased	6,609	31,963
Credit facility payable	249,500	112,000
2032 Asset-backed debt, net (par—\$246,000)	243,213	242,757
Notes payable to members	217,350	161,000
Interest payable on Credit Facility	2,662	1,741
Interest payable on notes to members	3,662	2,656
Accrued other expenses	183	178
Total liabilities	723,179	552,295
Members' equity	67,149	51,263
Total liabilities and members' equity	\$ 790,328	\$ 603,559

⁽¹⁾ As of June 30, 2022 and September 30, 2021, PSSL had unfunded commitments to fund investments of \$0.6 million and \$0.6 million, respectively.

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

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2022	2021	2022	2021
Investment income:				
Interest	\$ 13,535	\$ 8,688	\$ 36,467	\$ 23,741
Other income	65	506	1,084	757
Total investment income	13,600	9,194	37,551	24,498
Expenses:				
Interest and expense on credit facility and asset-backed debt	4,667	2,623	11,514	6,589
Interest expense on notes to members	4,510	3,289	11,704	9,283
Administrative services expenses	300	300	900	900
Other general and administrative expenses	289	227	867	617
Total expenses	9,766	6,439	24,985	17,389
Net investment income	3,834	2,755	12,566	7,109
Realized and unrealized (loss) gain on investments and credit facility foreign currency translation currency translations:				
Net realized loss on investments	(24)	(3,403)	(14,956)	(4,679)
Net change in unrealized appreciation (depreciation) on:				
Investments	(5,232)	1,920	6,325	9,584
Credit facility foreign currency translation	—	—	—	(489)
Net change in unrealized appreciation (depreciation) on investments and credit facility foreign currency translations	(5,232)	1,920	6,325	9,095
Net realized and unrealized gain (loss) from investments and credit facility foreign currency translations	(5,256)	(1,483)	(8,631)	4,416
Net increase (decrease) in members' equity resulting from operations	\$ (1,422)	\$ 1,272	\$ 3,935	\$ 11,525

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

Off-Balance Sheet Arrangements

We currently engage in no off-balance sheet arrangements other than our funding requirements for the unfunded investments described above.

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 our 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 federal income tax purposes to our stockholders in respect of each calendar year of 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 three and nine months ended June 30, 2022, we declared distributions of \$0.285 and \$0.855 per share, respectively, for total distributions of \$11.8 and \$34.1 million, respectively. During the three and nine months ended June 30, 2021, we declared distributions of \$0.285 and \$0.855 per share, respectively, for total distributions of \$11.1 and \$33.2 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.

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 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.

In June 2022, the FASB issued Accounting Standards Update, 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 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.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are subject to financial market risks, including changes in interest rates. As of June 30, 2022, our debt portfolio consisted of 100% variable-rate investments. The variable-rate loans are usually based on a LIBOR (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 1%	\$	(4,460)	\$	(0.11)
Up 1%		6,966		0.17
Up 2%		13,281		0.32
Up 3%		19,596		0.47
Up 4%	\$	25,911	\$	0.63

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 our 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 4. Controls and Procedures

As of the period covered by this Report, 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) under the Exchange Act). Based on that evaluation, our management, including the Chief Executive Officer and Chief Financial Officer, concluded that our disclosure controls and procedures were effective and provided reasonable assurance that information required to be disclosed in our periodic filings with the SEC 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. 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.

There have been no changes in our internal control over financial reporting that occurred during the quarter ended June 30, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. 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 and any future 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 1A. Risk Factors

In addition to the other information set forth in this Report, you should consider carefully the factors discussed below, as well as in Part I “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended September 30, 2021 filed on November 17, 2021, which could materially affect our business, financial condition and/or operating results. The risks described below, as well as in our Annual Report on Form 10-K are not the only risks facing PennantPark Floating Rate Capital Ltd. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially and adversely affect our business, financial condition and/or operating results.

The ongoing invasion of Ukraine by Russia and related sanctions have increased global political and economic uncertainty, which may have a material impact on the Company's portfolio and the value of your investment in the Company.

The ongoing invasion of Ukraine by Russia and related sanctions have increased global political and economic uncertainty. In February 2022, Russia invaded Ukraine and, in response, the United States and many other countries placed economic sanction on certain Russian entities and individuals. Because Russia is a major exporter of oil and natural gas, the invasion and related sanctions have reduced the supply, and increased the price, of energy, which is accelerating inflation and may exacerbate ongoing supply chain issues. There is also the risk of retaliatory actions by Russia against countries which have enacted sanctions, including cyberattacks against financial and governmental institutions, which could result in business disruptions and further economic turbulence. Although the Company has no direct exposure to Russia or Ukraine, the broader consequences of the invasion may have a material adverse impact on the Company's portfolio and the value of your investment in the Company. Because this is an uncertain and evolving situation, its full impact is unknown at this time.

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.

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 of April 5, 2019, 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%. As a result, as of April 5, 2019, 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.

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

We have indebtedness outstanding pursuant to our Credit Facility, 2023 Notes, 2026 Notes and the 2031 Asset-Backed Debt and expect in the future to borrow additional amounts under our Credit Facility or other debt securities, subject to market availability, and, may increase the size of our 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 our 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 our 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 net asset value 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), approved a reduction of our asset coverage ratio. As a result, as of April 5, 2019, the asset coverage requirement applicable to us for senior securities was reduced from 200% to 150%. As of such date, we are able to incur additional indebtedness so long as we comply with the applicable disclosure requirements, which may increase the risk of investing in us.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

Unless specifically indicated otherwise, the following exhibits are incorporated by reference to exhibits previously filed with the SEC:

- 3.1 [Articles of Amendment and Restatement of the Registrant \(Incorporated by reference to Exhibit 99\(A\) 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 Exhibit 99\(D\) 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\).](#)
- 10.1* [Amended and Restated Administration Agreement between the Registrant and PennantPark Investment Administration LLC, dated July 1, 2022](#)
- 10.2* [Equity Distribution Agreement – JMP Securities LLC](#)
- 10.3* [Equity Distribution Agreement – Raymond James & Associates, Inc.](#)
- 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 November 17, 2011\).](#)

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Report on Form 10-Q to be signed on its behalf by the undersigned, thereunto duly authorized.

PENNANTPARK FLOATING RATE CAPITAL LTD.

Date: August 3, 2022

By: _____
/s/ Arthur H. Penn
Arthur H. Penn
Chief Executive Officer and Chairman of the Board of Directors
(Principal Executive Officer)

Date: August 3, 2022

By: _____
/s/ Richard T. Allorto, Jr.
Richard T. Allorto, Jr.
Chief Financial Officer and Treasurer
(Principal Financial and Accounting Officer)

AMENDED AND RESTATED ADMINISTRATION AGREEMENT

AGREEMENT (this “Agreement”) made as of July 1, 2022 by and between PennantPark Floating Rate Capital Ltd., a Maryland corporation (hereinafter referred to as the “Corporation”), and PennantPark Investment Administration, LLC, a Delaware limited liability company, (hereinafter referred to as the “Administrator”).

WITNESSETH:

WHEREAS, the Corporation is a closed-end non-diversified management investment company that has filed a notice with the Securities and Exchange Commission that it intends to elect to be treated as a business development company under the Investment Company Act of 1940, as amended (hereinafter referred to as the “1940 Act”);

WHEREAS, the Corporation has engaged the Administrator to provide administrative services to the Corporation under that Administration Agreement, most recently re-approved by the Board of Directors of the Corporation in February 2022; and

WHEREAS, the Corporation and the Administrator wish to make certain amendments to the Administration Agreement, as reflected in this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Corporation and the Administrator hereby agree as follows:

1. **Duties of the Administrator**

(a) **Employment of Administrator.** The Corporation hereby employs the Administrator to act as administrator of the Corporation, and to furnish, or arrange for others to furnish, the administrative services, personnel and facilities described below, subject to review by and the overall control of the Board of Directors of the Corporation, for the period and on the terms and conditions set forth in this Agreement. The Administrator hereby accepts such employment and agrees during such period to render, or arrange for the rendering of, such services and to assume the obligations herein set forth subject to the reimbursement of costs and expenses provided for below. The Administrator and such others shall for all purposes herein be deemed to be independent contractors and shall, unless otherwise expressly provided or authorized herein, have no authority to act for or represent the Corporation in any way or otherwise be deemed agents of the Corporation.

(b) **Services.** The Administrator shall perform (or oversee, or arrange for, the performance of) the administrative services necessary for the operation of the Corporation. Without limiting the generality of the foregoing, the Administrator shall provide the Corporation with office facilities, equipment, clerical, bookkeeping and record keeping services at such facilities and such other services as the Administrator, subject to review by the Board of Directors of the Corporation, shall from time to time determine to be necessary or useful to perform its obligations under this

Agreement. The Administrator shall also, on behalf of the Corporation, conduct relations with custodians, depositories, transfer agents, dividend disbursing agents, other stockholder servicing agents, accountants, attorneys, underwriters, brokers and dealers, corporate fiduciaries, insurers, banks and such other persons in any such other capacity deemed to be necessary or desirable. The Administrator shall make reports to the Directors of its performance of obligations hereunder and furnish advice and recommendations with respect to such other aspects of the business and affairs of the Corporation as it shall determine to be desirable; provided that nothing herein shall be construed to require the Administrator to, and the Administrator shall not, provide any advice or recommendation relating to the securities and other assets that the Corporation should purchase, retain or sell or any other investment advisory services to the Corporation. The Administrator shall be responsible for the financial and other records that the Corporation is required to maintain and shall prepare reports to stockholders, and reports and other materials filed with the Securities and Exchange Commission (the "SEC"). The Administrator will provide on the Corporation's behalf significant managerial assistance to those portfolio companies to which the Corporation is required to provide such assistance. In addition, the Administrator will assist the Corporation in determining and publishing the Corporation's net asset value, overseeing the preparation and filing of the Corporation's tax returns, and the printing and dissemination of reports to stockholders of the Corporation, and generally overseeing the payment of the Corporation's expenses and the performance of administrative and professional services rendered to the Corporation by others.

2. Records

The Administrator agrees to maintain and keep all books, accounts and other records of the Corporation that relate to activities performed by the Administrator hereunder and, if required by the 1940 Act, will maintain and keep such books, accounts and records in accordance with that Act. In compliance with the requirements of Rule 31a-3 under the 1940 Act, the Administrator agrees that all records which it maintains for the Corporation shall at all times remain the property of the Corporation, shall be readily accessible during normal business hours, and shall be promptly surrendered upon the termination of the Agreement or otherwise on written request. The Administrator further agrees that all records which it maintains for the Corporation pursuant to Rule 31a-1 under the 1940 Act will be preserved for the periods prescribed by Rule 31a-2 under the 1940 Act unless any such records are earlier surrendered as provided above. Records shall be surrendered in usable machine-readable form. The Administrator shall have the right to retain copies of such records subject to observance of its confidentiality obligations under this Agreement.

3. Confidentiality

The parties hereto agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party hereto, including nonpublic personal information pursuant to Regulation S-P of the SEC, shall be used by any other party hereto solely for the purpose of rendering services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party, without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by any regulatory authority, any authority or

legal counsel of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

4. Compensation; Allocation of Costs and Expenses

In full consideration of the provision of the services of the Administrator, the Corporation shall reimburse the Administrator for the costs and expenses incurred by the Administrator in performing its obligations and providing personnel and facilities hereunder. If requested to perform significant managerial assistance to portfolio companies of the Corporation, the Administrator will be paid an additional amount based on the services provided, which shall not exceed the amount the Corporation receives from the portfolio companies for providing this assistance.

The Corporation will bear all costs and expenses that are incurred in its operation and transactions and not specifically assumed by the Corporation's investment adviser (the "Adviser"), pursuant to that certain Second Amended and Restated Investment Advisory Management Agreement, dated as of February 2, 2016, by and between the Corporation and the Adviser. Costs and expenses to be borne by the Corporation include, but are not limited to, those relating to: organization and offering; calculating the Corporation's net asset value (including the cost and expenses of any independent valuation firm); expenses incurred by the Adviser payable to third parties, including agents, consultants or other advisors, in monitoring financial and legal affairs for the Corporation and in monitoring the Corporation's investments and performing due diligence (including related legal expenses) on its prospective portfolio companies and expenses related to unsuccessful portfolio acquisition efforts; interest payable on debt, if any, incurred to finance the Corporation's investments; offerings of the Corporation's common stock and other securities; investment advisory and management fees; administration fees payable under this Agreement; fees payable to third parties, including agents, consultants or other advisors, relating to, or associated with, evaluating and making investments, including costs associated with meeting potential financial sponsors; transfer agent and custodial fees; federal and state registration fees; all costs of registration and listing the Corporation's shares on any securities exchange; federal, state and local taxes; independent directors' fees and expenses; costs of preparing and filing reports or other documents required by the SEC; costs of any reports, proxy statements or other notices to stockholders, including printing costs; costs associated with individual or groups of stockholders; the Corporation's allocable portion of the fidelity bond, directors and officers/errors and omissions liability insurance, and any other insurance premiums; direct costs and expenses of administration, including printing, mailing, long distance telephone, copying, secretarial and other staff, independent auditors and legal costs; and all other expenses incurred by the Corporation or the Administrator in connection with administering the Corporation's business, including payments under this Agreement based upon the Corporation's allocable portion of the Administrator's overhead in performing its obligations under this Agreement, including rent and the allocable portion of the cost of the Corporation's chief compliance officer and chief financial officer and their respective staffs. For the avoidance of doubt, the costs and expenses to be borne by the Corporation set forth above 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 Corporation, 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 Corporation if outside service providers provided the same services, subject to the Board of Directors' oversight.

At its election, the Administrator may elect to receive payment under this Agreement in the form of a percentage of assets under management by the Corporation, rather than based on the sum of the actual expenses accrued. Such percentage shall be in an amount mutually agreed by the Administrator and the Corporation.

5. Limitation of Liability of the Administrator; Indemnification

The Administrator (and its officers, managers, partners, agents, employees, controlling persons, members, and any other person or entity affiliated with the Administrator, including without limitation its sole member) shall not be liable to the Corporation for any action taken or omitted to be taken by the Administrator in connection with the performance of any of its duties or obligations under this Agreement or otherwise as administrator for the Corporation, and the Corporation shall indemnify, defend and protect the Administrator (and its officers, managers, partners, agents, employees, controlling persons, members, and any other person or entity affiliated with the Administrator, including without limitation the Adviser, each of whom shall be deemed a third party beneficiary hereof, collectively, the "Indemnified Parties") and hold them harmless from and against all damages, liabilities, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid in settlement) incurred by the Indemnified Parties in or by reason of any pending, threatened or completed action, suit, investigation or other proceeding (including an action or suit by or in the right of the Corporation or its security holders) arising out of or otherwise based upon the performance of any of the Administrator's duties or obligations under this Agreement or otherwise as administrator for the Corporation. Notwithstanding the preceding sentence of this Paragraph 5 to the contrary, nothing contained herein shall protect or be deemed to protect the Indemnified Parties against or entitle or be deemed to entitle the Indemnified Parties to indemnification in respect of, any liability to the Corporation or its security holders to which the Indemnified Parties would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of the Administrator's duties or by reason of the reckless disregard of the Administrator's duties and obligations under this Agreement (to the extent applicable, as the same shall be determined in accordance with the 1940 Act and any interpretations or guidance by the SEC or its staff thereunder).

6. Activities of the Administrator

The services of the Administrator to the Corporation are not to be deemed to be exclusive, and the Administrator and each affiliate is free to render services to others. It is understood that directors, officers, employees and stockholders of the Corporation are or may become interested in the Administrator and its affiliates, as directors, officers, members, managers, employees, partners, stockholders or otherwise, and that the Administrator and directors, officers, members, managers, employees, partners and stockholders of the Administrator and its affiliates are or may become similarly interested in the Corporation as stockholders or otherwise.

7. Duration and Termination of this Agreement

This Agreement shall become effective as of the date hereof, and shall remain in force with respect to the Corporation for two years thereafter, and thereafter continue from year to year, but only so long as such continuance is specifically approved at least annually by (i) the Board of

Directors of the Corporation and (ii) a majority of those directors who are not parties to this Agreement or “interested persons” (as defined in the 1940 Act) of any such party.

This Agreement may be terminated at any time, without the payment of any penalty, by vote of the directors of the Corporation, or by the Administrator, upon 60 days’ written notice to the other party. This Agreement may not be assigned by a party without the consent of the other party.

8. Amendments of this Agreement

This Agreement may be amended pursuant to a written instrument by mutual consent of the parties.

9. Governing Law

This Agreement shall be construed in accordance with laws of the State of New York and the applicable provisions of the 1940 Act, if any. To the extent that the applicable laws of the State of New York, or any of the provisions herein, conflict with the applicable provisions of the 1940 Act, if any, the latter shall control.

10. Entire Agreement

This Agreement contains the entire agreement of the parties and supercedes all prior agreements, understandings and arrangements with respect to the subject matter hereof.

11. Notices

Any notice under this Agreement shall be given in writing, addressed and delivered or mailed, postage prepaid, to the other party at its principal office.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

PENNANTPARK FLOATING RATE CAPITAL LTD.

By: /s/ Arthur H. Penn
Name: Arthur H. Penn
Title: Chief Executive Officer

PENNANTPARK INVESTMENT ADMINISTRATION, LLC

By: /s/ Arthur H. Penn
Name: Arthur H. Penn
Title: Chief Executive Officer

PENNANTPARK FLOATING RATE CAPITAL LTD.

(a Maryland corporation)

Common Stock, Par Value \$0.001 Per Share

EQUITY DISTRIBUTION AGREEMENT

Dated: August 20, 2021

PENNANTPARK FLOATING RATE CAPITAL LTD.

(a Maryland corporation)

Common Stock, Par Value \$0.001 Per Share
EQUITY DISTRIBUTION AGREEMENT

JMP Securities LLC
600 Montgomery Street, Suite 1100
San Francisco, California 94111

Ladies and Gentlemen:

PennantPark Floating Rate Capital Ltd., a Maryland corporation (the “Company”), PennantPark Investment Advisers, LLC, a Delaware limited liability company (the “Adviser”) and PennantPark Investment Administration, LLC, a Delaware limited liability company (the “Administrator”), each confirms its agreement with JMP Securities LLC (the “Sales Agent”) with respect to the sale by the Company of shares of common stock, par value \$0.001 per share, of the Company (“Common Stock”), having an aggregate offering price of up to \$75 million. The shares of Common Stock to be sold by the Sales Agent are herein called, collectively, the “Securities.” The Company, the Adviser and the Administrator have also entered into a sales agreement in substantially similar form to this Agreement (the “Sales Agreement”), dated of even date herewith, with Raymond James & Associates, Inc. (the “Other Agent”). The aggregate amount of Securities that may be sold collectively pursuant to this Agreement and the Sales Agreement shall not exceed the lesser of \$75 million and the dollar amount of Securities permitted to be sold under the Registration Statement (as defined below).

The Company has filed with the Securities and Exchange Commission (the “Commission”) a shelf registration statement on Form N-2 (File No. 333-235532), relating to the registration of the Securities and certain of the Company’s other securities under the Securities Act of 1933, as amended (the “1933 Act”), which registration statement was most declared effective by the Commission on January 29, 2020. The Company has also filed with the Commission a prospectus supplement, dated the date hereof, as such prospectus supplement may be amended (the “Prospectus”), which contains a base prospectus, dated January 29, 2020, in accordance with the provisions of Rule 430B (“Rule 430B”) of the rules and regulations of the Commission promulgated under the 1933 Act (such provisions, the “1933 Act Regulations”) and Rule 424(b) (“Rule 424(b)”) of the 1933 Act Regulations. The information, if any, included or incorporated by reference in such prospectus that was omitted from such registration statement at the time it became effective but that is deemed to be a part of such registration statement pursuant to Rule 430B is referred to as “Rule 430B Information.” Unless the context otherwise requires, such registration statement, including all documents filed as part thereof and any Rule 430B Information contained in a prospectus subsequently filed with the Commission pursuant to Rule 424(b) under the 1933 Act and deemed to be part of the registration statement and also including any registration statement filed pursuant to Rule 462(b) of the 1933 Act Regulations, is herein called the “Registration Statement.” All references in this Agreement to amendments or supplements to the Registration Statement or the Prospectus, including those made pursuant to Rule 424(b) under the

1933 Act or such other rule under the 1933 Act as may be applicable to the Company, shall be deemed to mean and include, without limitation the filing of any document under the Securities Exchange Act of 1934, as amended (the “1934 Act”), which is or is deemed to be incorporated by reference in or otherwise to be a part of or included in the Registration Statement or the Prospectus, as the case may be, as of any specified date. For purposes of this Agreement, all references to the Registration Statement, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system or any successor system (“EDGAR”).

A Form N-54A Notification of Election to be Subject to Sections 55 through 65 of the Investment Company Act of 1940 Filed Pursuant to Section 54(a) of the Investment Company Act (File No. 814-00743) was filed with the Commission on April 7, 2011 under the Investment Company Act of 1940, as amended (the “1940 Act”), and the rules and regulations and any applicable guidance and/or interpretation of the Commission or its staff thereunder (the “1940 Act Regulations”).

The Company has entered into that certain Second Amended and Restated Investment Advisory Agreement, dated as of February 2, 2016 (the “Investment Management Agreement”), with the Adviser. The Company has entered into that certain Administration Agreement, dated as of April 7, 2011 (the “Administration Agreement”), with the Administrator.

As used in this Agreement, “Applicable Time” means the time of each sale of the applicable Securities pursuant to this Agreement.

SECTION 1. Representations and Warranties.

(a) *Representations and Warranties by the Company.* The Company represents and warrants to the Sales Agent as of the date hereof, the Applicable Time, each Representation Date (as defined below) and any Date of Delivery (as defined below) and agrees with the Sales Agent, and the Adviser and the Administrator, jointly and severally, represent and warrant to and agree with the Sales Agent as of the date hereof, the Applicable Time, each Representation Date (as defined below) and any Date of Delivery Time (as defined below), as follows:

(i) Registration Statement and Prospectuses. The Company is eligible to use Form N-2. Each of the Registration Statement and any amendment thereto have been declared effective by the Commission under the 1933 Act or have become effective pursuant to Rule 462 under the 1933 Act. No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no order preventing or suspending the use of the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company’s knowledge, contemplated. The Company has complied with each request (if any) from the Commission for additional information in connection with the Registration Statement.

Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective, complied in all material respects with the requirements of the 1933 Act, the 1933 Act Regulations, the 1940 Act and the 1940 Act Regulations. The Prospectus and any amendment or supplement thereto, at the time each was filed with the Commission,

complied in all material respects with the requirements of the 1933 Act, the 1933 Act Regulations, the 1940 Act and the 1940 Act Regulations. The Prospectus delivered to the Sales Agent for use in connection with this offering was or will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) Issuer Free Writing Prospectus. The Company (including its agents and representatives, other than the Sales Agent in its capacity as such) has not made, used, prepared, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any “written communication” (as defined in Rule 405 under the 1933 Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company or its agents and representatives (other than a communication referred to in clauses (i), (ii), (iii) and (iv) below) an “Issuer Free Writing Prospectus”) other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the 1933 Act or Rule 134 under the 1933 Act, (ii) the Registration Statement, (iii) the Prospectus, and (iv) any electronic road show or other written communications, in each case approved in writing in advance by the Sales Agent, such approval not to be unreasonably withheld. Each such Issuer Free Writing Prospectus, if any, complies in all material respects with the 1933 Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the 1933 Act (to the extent required thereby). No Issuer Free Writing Prospectus conflicts or will conflict with the information contained in the Registration Statement or the Prospectus that has not been superseded or modified.

(iii) Documents Incorporated by Reference. The documents incorporated by reference in each of the Registration Statement, the Prospectus, when they were filed or when they will be filed with the Commission, as the case may be, conformed or will conform in all material respects to the requirements of the 1934 Act.

(iv) Accurate Disclosure. Neither the Registration Statement nor any amendment thereto, at its effective time, at the Applicable Time or at any Date of Delivery, contained, contains or will contain an untrue statement of a material fact or omitted, omits or will omit to state a material fact required to be stated therein or necessary to make the statements therein, not misleading. Neither the Prospectus nor any amendment or supplement thereto, as of their respective date(s), at the time of any filing with the Commission pursuant to Rule 424(b) or at any Date of Delivery, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement (or any amendment thereto) or the Prospectus (or any amendment or supplement thereto) made in reliance upon and in conformity with written information furnished to the Company by the Sales Agent expressly for use therein (collectively, the “Sales Agent Information”). For purposes of this Agreement, the only Sales Agent Information shall be the final paragraph of the “Plan of Distribution” in the Prospectus.

(v) Company Not Ineligible Issuer. At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the 1933 Act Regulations) of the Securities and at the date hereof, the Company was not and is not an “ineligible issuer,” as defined in Rule 405, without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an ineligible issuer.

(vi) Independent Accountants of the Company. The accountants who audited or reviewed the financial statements and supporting schedules of the Company included or incorporated by reference in the Registration Statement and the Prospectus are independent registered public accountants with respect to the Company within the applicable rules and regulations of the Commission and the Public Company Accounting Oversight Board (United States) and as required by the 1933 Act.

(vii) Financial Statements. The financial statements included or incorporated by reference in the Registration Statement and the Prospectus, together with the related schedules and notes, present fairly in all material respects the financial position of the Company and the Subsidiaries (as defined below) at the dates indicated and the results of their operations and the changes in the cash flows of the Company and the Subsidiaries for the periods specified (except that the unaudited financial statements were or are subject to normal year-end adjustments which were not, or are not expected to be, material in amount to the Company); said financial statements have been prepared in conformity with U.S. generally accepted accounting principles (“GAAP”) applied on a consistent basis throughout the periods involved (except, in each case, as may be permitted by the rules and regulations of the Commission). The supporting schedules, if any, included or incorporated by reference in the Registration Statement and the Prospectus present fairly in all material respects in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information of the Company and the Subsidiaries included or incorporated by reference in the Registration Statement and the Prospectus have been derived from the accounting records and other books and records of the Company and the Subsidiaries and present fairly in all material respects the information shown therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement or the Prospectus under the 1933 Act or the 1933 Act Regulations.

(viii) No Material Adverse Change in Business. Except as otherwise stated therein, since the respective dates as of which information is given in the Registration Statement or the Prospectus, (A) there has been no material adverse change in the business, management, financial condition, results of operations or prospects of the Company and the Subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a “Material Adverse Effect”), (B) there have been no transactions entered into by the Company or any of the Subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and the Subsidiaries considered as one enterprise and (C) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(ix) Good Standing of the Company. The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Maryland and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the Prospectus and to enter into this Agreement and perform its obligations under this Agreement, the Investment Management Agreement, the Administration Agreement and the Securities; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not reasonably be expected to result in a Material Adverse Effect.

(x) Subsidiaries of the Company; Portfolio Companies. The Company's only subsidiaries that were consolidated with the Company for financial reporting purposes under GAAP as of June 30, 2021 are those listed on Schedule A hereto (each a "Subsidiary" and, collectively, the "Subsidiaries"). Each of the Subsidiaries has been duly organized and is validly existing as a corporation, limited liability company or limited partnership in good standing under the laws of the jurisdiction of its organization, has power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus and is duly qualified as a foreign corporation, limited liability company or limited partnership to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to be so qualified or in good standing would not reasonably be expected to result in a Material Adverse Effect; except as disclosed in the Prospectus, all of the issued and outstanding capital stock of each such Subsidiary has been duly authorized and validly issued and is fully paid and non-assessable; none of the outstanding shares of capital stock of any of the Subsidiaries was issued in violation of the preemptive or other similar rights of any securityholder of such Subsidiary. Except for any investments made in the ordinary course of business since the most recent quarter end, the Company does not own, directly or indirectly, any investments or shares of stock or any other equity or long-term debt securities of any corporation or other entity other than (A) the Subsidiaries and (B) those corporations or other entities described in the Registration Statement and the Prospectus under the caption "Portfolio Companies" (each a "Portfolio Company" and collectively the "Portfolio Companies"). Except as otherwise disclosed in the Prospectus, the Company does not control (as such term is defined in Section 2(a)(9) of the 1940 Act), any of the Portfolio Companies or any corporation or other entity in which it invested since the most recent quarter end.

(xi) Capitalization. The authorized shares of capital stock of the Company are as set forth in the Registration Statement and the Prospectus under the caption "Description of Our Capital Stock." The total issued and outstanding shares of capital stock of the Company as of August 19, 2021 are as set forth in the Prospectus Supplement under the caption "The Offering." The outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding shares of capital stock of the Company were issued in violation of the preemptive or other similar rights of any securityholder of the Company. Except as set

forth in the Registration Statement and the Prospectus, no options, warrants or other rights to purchase, agreements or other obligations to issue, or rights to convert any obligations into or exchange any securities for, shares of capital stock or of ownership interests in the Company are outstanding.

(xii) Authorization of Agreements. This Agreement has been duly authorized, executed and delivered by the Company.

(xiii) Authorization and Description of Securities. The Securities to be issued and sold by the Company hereunder have been duly authorized and when issued and paid for as contemplated herein will be validly issued, fully paid and non-assessable; and no preemptive rights of stockholders exist with respect to any of the Securities or the issue and sale thereof. The Common Stock conforms to all statements relating thereto contained in the Registration Statement and the Prospectus and such description conforms to the rights set forth in the instruments defining the same. No holder of the Common Stock will be subject to personal liability by reason of being such a holder. The Company acknowledges and agrees that all stock-related numbers contained in this Agreement shall be adjusted to take into account any stock split, stock dividend or similar event effected with respect to the Securities.

(xiv) Registration Rights. There are no persons with registration rights or other similar rights to have any securities registered for sale pursuant to the Registration Statement or otherwise registered for sale or sold by the Company under the 1933 Act pursuant to this Agreement.

(xv) Absence of Violations and Defaults. Neither the Company nor any of the Subsidiaries is (A) in violation of its charter, bylaws or similar organizational document, each as amended or supplemented from time to time, (B) in default under any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which it or any of them may be bound or to which any of the properties or assets of the Company or any of the Subsidiaries is subject (collectively, "Agreements and Instruments"), except for such defaults that would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect, or (C) in violation of any law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of the Subsidiaries or any of their respective properties, assets or operations (each, a "Governmental Entity"), except for such violations that would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect.

(xvi) Absence of Conflicts. The execution, delivery and performance of this Agreement, and the Securities, the performance of the Investment Management Agreement and the Administration Agreement and the consummation of the transactions contemplated herein and therein and in the Registration Statement and the Prospectus (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described therein under the caption "Use of Proceeds") and compliance by the Company with its obligations hereunder and thereunder have been duly authorized by all necessary

corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Company or any of the Subsidiaries pursuant to, the Agreements and Instruments (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances that would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect), nor will such action result in any violation of the provisions of (a) the charter, bylaws or similar organizational document of the Company or any of the Subsidiaries or (b) any law, statute, rule, regulation, judgment, order, writ or decree of any Governmental Entity, except, in the case of (b) above, for any violation that would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect. As used herein, a “Repayment Event” means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of the Subsidiaries.

(xvii) Employees. Neither the Company nor any of the Subsidiaries has any employees.

(xviii) Absence of Proceedings. Except as disclosed in the Registration Statement and the Prospectus, there is no action, suit, proceeding or, to the knowledge of the Company, inquiry or investigation before or brought by any Governmental Entity now pending or, to the knowledge of the Company, threatened, against or affecting the Company or any of the Subsidiaries, which would reasonably be expected to result in a Material Adverse Effect, or which would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Investment Management Agreement, the Administration Agreement or the Securities or the performance by the Company of its obligations hereunder or thereunder.

(xix) Accuracy of Exhibits. There are no contracts or documents which are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement which have not been so described and filed as required.

(xx) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, the Investment Management Agreement, the Administration Agreement, the Securities or the Prospectus (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described in the Prospectus under the caption “Use of Proceeds”), except (A) such as have been already made or obtained, including under the 1933 Act, the 1933 Act Regulations, the 1940 Act, the 1940 Act Regulations, state securities laws or the rules of the Financial Industry Regulatory Authority, Inc. (“FINRA”), (B) the filing of the Notifications of Election under the 1940 Act, which has been effected and (C) where the

failure to obtain any such filing, authorization, approval, consent, license, order, registration, qualification or decree would not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect.

(xxi) Possession of Licenses and Permits. The Company and the Subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, “Governmental Licenses”) issued by the appropriate Governmental Entities necessary to conduct the business now operated by them, except where the failure so to possess would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect. The Company and the Subsidiaries are in compliance with the terms and conditions of all Governmental Licenses, except where the failure so to comply would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect. Neither the Company nor any of the Subsidiaries has received any notice of proceedings relating to the revocation or modification of any Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to result in a Material Adverse Effect.

(xxii) Title to Property. The Company and the Subsidiaries do not own any real property; and all of the leases and subleases material to the business of the Company and the Subsidiaries, considered as one enterprise, and under which the Company or any of the Subsidiaries holds properties, are in full force and effect, and neither the Company nor any such Subsidiary has received any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any Subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such Subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(xxiii) Possession of Intellectual Property. Except as would not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect, the Company and the Subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, “Intellectual Property”) necessary to carry on the business now operated by them, and neither the Company nor any of the Subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of the Subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

(xxiv) Accounting Controls. The Company, on a consolidated basis, maintains a system of internal control over financial reporting (as defined under Rule 13a-15(f) and

15d-15(f) under the rules and regulations of the Commission under the 1934 Act (such rules and regulations, the “1934 Act Regulations”) and a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management’s general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to the Company’s consolidated assets is permitted only in accordance with management’s general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the Registration Statement and the Prospectus, since the end of the Company’s most recent audited fiscal year, there has been (1) no material weakness in the Company’s internal control over financial reporting (whether or not remediated) and (2) no change in the Company’s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting (it being understood that the Company is not as of the date hereof required to comply with the auditor attestation requirements under Section 404 of the Sarbanes Oxley Act of 2002, as amended).

(xxv) Taxes and Tax Returns. All United States federal income tax returns of the Company and the Subsidiaries required by law to have been filed by them (taking into account any applicable extensions) have been filed and all taxes shown by such returns or otherwise assessed, which are due and payable, have been paid, in each case, except assessments against which appeals have been or will be promptly taken and as to which adequate reserves have been provided or insofar as the failure to do so would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect. The United States federal income tax returns of the Company through the fiscal year ended September 30, 2020 have been filed, and no assessment in connection therewith has been made against the Company. The Company and the Subsidiaries have filed all other tax returns that are required to have been filed by them (taking into account any applicable extensions) pursuant to applicable foreign, state, local or other law and have paid all taxes due pursuant to such returns or pursuant to any assessment received by the Company and the Subsidiaries, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been established by the Company or, in each case, insofar as the failure to pay such taxes or file such returns would not reasonably be expected to result in a Material Adverse Effect. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any current assessments or re-assessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not reasonably be expected to result in a Material Adverse Effect.

(xxvi) Insurance. The Company and the Subsidiaries carry or are entitled to the benefits of insurance, with financially sound and reputable insurers, in such amounts and covering such risks as the Company reasonably believes is prudent, and all such insurance is in full force and effect. The Company has no reason to believe that it or any of the Subsidiaries will not be able (A) to renew its existing insurance coverage as and when such policies expire or (B) to obtain comparable coverage from similar institutions as may be

necessary or appropriate to conduct its business as now conducted and at a cost that would not reasonably be expected to result in a Material Adverse Effect.

(xxvii) Investment Company Act. The Company is not required and, upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Prospectus, will not be required to register as an “investment company” as such term is used in the 1940 Act.

(xxviii) Stabilization and Manipulation. The Company has not taken, nor will it take, directly or indirectly, without giving effect to any activities by the Sales Agent, any action designed, or that would reasonably be expected, to cause or result in, or that constitutes, any stabilization or manipulation of the price of the Securities, other than activity permitted pursuant to Rule 10b-18 under the 1934 Act.

(xxix) Foreign Corrupt Practices Act. None of the Company, any of the Subsidiaries, or, to the knowledge of the Company, any director, officer or employee of the Company or any of the Subsidiaries or any agent, controlled affiliate or other person acting on behalf of the Company or any of the Subsidiaries is aware of, has taken or will take any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “FCPA”), including making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and to the knowledge of the Company, the Company and its Subsidiaries have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(xxx) Anti-Money Laundering Laws. The operations of the Company and the Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable anti-money laundering statutes of the jurisdictions in which the Company and the Subsidiaries conduct business, the rules and regulations thereunder and any other relevant laws, rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the “Anti-Money Laundering Laws”); and no action, suit or proceeding by or before any Governmental Entity involving the Company or any of the Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(xxxi) OFAC. None of the Company, any of the Subsidiaries, or, to the knowledge of the Company, any director, officer or employee of the Company or any of the Subsidiaries or any agent, controlled affiliate or other person acting on behalf of the Company or any of the Subsidiaries is an individual or entity (“Person”), or is controlled

by a Person that is, (i) currently the subject or target of any sanctions administered or enforced by the United States Government, including the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), or (ii) located, organized or resident in a country or territory that is itself the subject of Sanctions. In the past five (5) years, the Company and the Subsidiaries have not knowingly engaged in, and are not now knowingly engaged in, any unauthorized dealings or transactions with any Person that at the time of the dealing or transaction is or was the subject or target of Sanctions.

(xxxii) Lending Relationship. Except as disclosed in the Registration Statement and the Prospectus, the Company (i) does not have any material lending or other relationship with any bank or lending affiliate of the Sales Agent and (ii) does not intend to use any of the proceeds from the sale of the Securities to repay any outstanding debt owed to any affiliate of the Sales Agent.

(xxxiii) Statistical and Market-Related Data. Any statistical and market-related data included or incorporated by reference in the Registration Statement or the Prospectus are based on or derived from sources that the Company believes to be reliable and accurate and, to the extent required, the Company has obtained the written consent to the use of such data from such sources.

(xxxiv) Related Party Transactions. There are no business relationships or related party transactions involving the Company, any of the Subsidiaries or any other person required to be described in the Registration Statement or the Prospectus which have not been described as required.

(xxxv) Notification of Election. When the Notification of Election was filed with the Commission, it (A) contained all statements required to be stated therein in accordance with, and complied in all material respects with the requirements of, the 1940 Act and (B) did not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(xxxvi) Investment Management Agreement and Administration Agreement. (A) The terms of the Investment Management Agreement and the Administration Agreement, including compensation terms, comply in all material respects with all applicable provisions of the 1940 Act, the 1940 Act Regulations and the Investment Advisers Act of 1940, as amended, and the rules and regulations thereunder (collectively, the "Advisers Act") and (B) the approvals by the board of directors and the stockholders of the Company of the Investment Management Agreement and the Administration Agreement have been made in accordance with the requirements of Section 15(a) and (c) of the 1940 Act and the 1940 Act Regulations applicable to companies that have elected to be regulated as business development companies under the 1940 Act. Each of the Investment Management Agreement and the Administration Agreement has been duly authorized, executed and delivered by the Company and is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as

the enforcement thereof may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or thereafter in effect relating to creditors' rights generally and (ii) general principles of equity and the discretion of the court before which any proceeding therefor may be brought.

(xxxvii) Interested Persons. Except as disclosed in the Registration Statement and the Prospectus (A) no person is serving or acting as an officer, director or investment adviser of the Company, except in accordance with the provisions of the 1940 Act and the Advisers Act, and (B) to the knowledge of the Company, no director of the Company is an "interested person" (as defined in the 1940 Act) of the Company or an "affiliated person" (as defined in the 1940 Act) of the Sales Agent.

(xxxviii) Business Development Company. (A) The Company has duly elected to be treated by the Commission under the 1940 Act as a business development company, such election is effective and all required action has been taken by the Company under the 1933 Act and the 1940 Act to make the public offering and consummate the sale of the Securities as provided in this Agreement; (B) the provisions of the charter and bylaws of the Company, and the investment objectives, policies and restrictions described in the Prospectus comply in all material respects with the requirements of the 1940 Act applicable to business development companies; and (C) the operations of the Company are in compliance in all material respects with the provisions of the 1940 Act and the 1940 Act Regulations applicable to business development companies.

(xxxix) No Extension of Credit. The Company has not, directly or indirectly, extended credit, agreed to extend credit, arranged to extend credit or renewed any extension of credit, in the form of a personal loan, to or for any director or executive officer of the Company or any of the Subsidiaries, or to or for any family member or affiliate of any director or executive officer of the Company or any of the Subsidiaries.

(xl) Regulated Investment Company. The Company has elected to be treated, and has operated, and intends to continue to operate, its business in such a manner as to enable the Company to continue to qualify as a regulated investment company under Subchapter M of U.S. Internal Revenue Code of 1986, as amended (the "Code"). The Company intends to direct the investment of the proceeds of the offering of the Securities in a manner as to comply with the requirements of Subchapter M of the Code.

(xli) Sarbanes-Oxley Act. To the extent applicable to the Company on the date hereof, there is and has been no failure on the part of the Company or, to the knowledge of the Company, any of the Company's directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including Section 402 related to loans and Sections 302 and 906 related to certifications.

(xlii) Forward-Looking Statements. No forward-looking statement (within the meaning of Section 27A of the 1933 Act and Section 21E of the 1934 Act) contained in the Registration Statement or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(xlili) IT Systems. The Company and the Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and the Subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants, except, in each case, as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. The Company and the Subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all material IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("Personal Data")) used in connection with their businesses, and there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except, in each case, as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. The Company and the Subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification, except, in each case, as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

(b) *Representations and Warranties by the Adviser and the Administrator*. The Adviser and the Administrator, jointly and severally, represent to the Sales Agent as of the date hereof, the Applicable Time, each Representation Date (as defined below) and any Date of Delivery (as defined below), and agrees with the Sales Agent, as follows:

(i) No Material Adverse Change in Business. Except as otherwise stated therein, since the respective dates as of which information is given or incorporated by reference in the Registration Statement or the Prospectus, there has been no material adverse change in the condition, financial or otherwise, or in the business, financial condition, capitalization, prospects or regulatory status of the Adviser or the Administrator, whether or not arising in the ordinary course of business, or on the ability of the Adviser or the Administrator to carry out its obligations under this Agreement, the Investment Management Agreement or the Administration Agreement (collectively, an "Adviser/Administrator Material Adverse Effect").

(ii) Good Standing. Each of the Adviser and the Administrator has been duly organized and is validly existing as a limited liability company, in good standing under the laws of its state of organization and has limited liability company power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the Prospectus and to enter into this Agreement and perform its obligations under this Agreement and the Investment Management Agreement; and each of the Adviser and the Administrator is duly qualified as a foreign entity to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of

business, except where the failure so to qualify or to be in good standing would not otherwise reasonably be expected to result in an Adviser/Administrator Material Adverse Effect.

(iii) Registration Under Advisers Act. The Adviser is duly registered with the Commission as an investment adviser under the Advisers Act and is not prohibited by the Advisers Act or the 1940 Act from acting under the Investment Management Agreement for the Company as contemplated by the Registration Statement and the Prospectus. There does not exist any proceeding or, to the Adviser's knowledge, any facts or circumstances the existence of which could lead to any proceeding which might adversely affect the registration of the Adviser with the Commission.

(iv) Absence of Proceedings. Except as disclosed in the Registration Statement and the Prospectus, there is no action, suit, proceeding or, to the knowledge of the Adviser or the Administrator, inquiry or investigation before or brought by any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Adviser or the Administrator or any of their properties, assets or operations now pending or, to the knowledge of the Adviser or the Administrator, threatened, against or affecting the Adviser or the Administrator, which is required to be disclosed in the Registration Statement (other than as disclosed therein) or which would reasonably be expected to result in an Adviser/Administrator Material Adverse Effect, or which would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Securities, the Investment Management Agreement or the Administration Agreement or the performance by the Adviser or the Administrator of its obligations hereunder or thereunder.

(v) Absence of Violations and Defaults. Neither the Adviser nor the Administrator is (A) in violation of its limited liability company agreement, (B) in default under any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Adviser or the Administrator is a party or by which it may be bound or to which any of its properties or assets is subject (collectively, the "Adviser/Administrator Agreements and Instruments"), except for such defaults that would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect, or (C) in violation of any applicable law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Adviser or the Administrator or any of their properties, assets or operations, except for such violations that would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect.

(vi) Absence of Conflicts. The execution, delivery and performance of this Agreement, the performance of the Investment Management Agreement and the Administration Agreement and the consummation of the transactions contemplated herein and therein and in the Registration Statement and the Prospectus (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described therein under the caption "Use of Proceeds") and compliance by the Adviser and

the Administrator with their obligations hereunder and thereunder do not and will not, whether with or without the giving of notice of passage of time or both, conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Adviser or the Administrator or pursuant to, the Adviser/Administrator Agreements and Instruments (except for such conflicts, breaches, defaults, events or conditions giving the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Adviser or the Administrator, or liens, charges or encumbrances that would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect), nor will such action result in any violation of the provisions of (a) the limited liability company agreement of the Adviser or the Administrator, or (b) any applicable law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Adviser or the Administrator or any of their properties, assets or operations except, in the case of (b) above, for any violation that would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect.

(vii) Authorization of this Agreement. This Agreement has been duly authorized, executed and delivered by each of the Adviser and the Administrator.

(viii) Investment Management Agreement and Administration Agreement. Each of the Investment Management Agreement and Administration Agreement has been duly authorized, executed and delivered by the Adviser or the Administrator, as applicable, and is a valid and binding obligation of the Adviser or the Administrator, as applicable, enforceable against it in accordance with its terms, except as the enforcement thereof may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or thereafter in effect relating to creditors' rights generally and (ii) general principles of equity and the discretion of the court before which any proceeding therefor may be brought.

(ix) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Adviser or the Administrator of their obligations hereunder or, in connection with the offering, the issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, the Investment Management Agreement, the Administration Agreement or the Prospectus (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described in the Prospectus under the caption "Use of Proceeds"), except (A) such as have been already made or obtained, including under the 1933 Act, the 1933 Act Regulations, state securities laws or the rules of FINRA and (B) where the failure to obtain any such filing, authorization, approval, consent, license, order, registration, qualification or decree would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect.

(x) Descriptions of Adviser and Administrator. The descriptions of the Adviser and the Administrator contained in the Registration Statement and the Prospectus does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(xi) Possession of Licenses and Permits. Each of the Adviser and the Administrator possesses such Governmental Licenses issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by it, except where the failure so to possess would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect. Each of the Adviser and the Administrator is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect. Each of the Adviser and the Administrator has not received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to result in an Adviser/Administrator Material Adverse Effect.

(xii) Stabilization and Manipulation. Neither the Adviser nor the Administrator has taken, nor will take, directly or indirectly, without giving effect to any activities by the Sales Agent, any action designed, or that would reasonably be expected, to cause or result in, or which constitutes, the stabilization or manipulation of the price of the Securities, other than activity permitted pursuant to Rule 10b-18 under the 1934 Act.

(xiii) Foreign Corrupt Practices Act. None of the Adviser, the Administrator or, to the knowledge of the Adviser or the Administrator, any director, officer or employee of the Adviser or the Administrator or any agent, controlled affiliate or other person acting on behalf of the Adviser or the Administrator is aware of, has taken or will take any action, directly or indirectly, that would result in a violation by such persons of the FCPA, in connection with the business of the Company, including making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and to the knowledge of the Adviser or the Administrator, the Adviser and the Administrator have conducted its business, in relation to the Company, in compliance with the FCPA and has instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(xiv) Anti-Money Laundering Laws. The operations of the Adviser and the Administrator are and have been conducted at all times in compliance with applicable

financial recordkeeping and reporting requirements of the Anti-Money Laundering Laws; and no action, suit or proceeding by or before any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Adviser and the Administrator or any of their properties, assets or operations involving the Adviser or the Administrator with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Adviser or the Administrator, threatened.

(xv) OFAC. None of the Adviser, the Administrator or, to the knowledge of the Adviser or the Administrator, any director, officer or employee of the Adviser or the Administrator or any agent, controlled affiliate or other person acting on behalf of the Adviser or the Administrator is a Person, or is controlled by a Person that is, (i) currently the subject or target of Sanctions, or (ii) located, organized or resident in a country or territory that is itself the subject of comprehensive Sanctions (currently Crimea, Cuba, Iran, North Korea, and Syria). During the last five years, neither the Adviser nor the Administrator has knowingly engaged in, and is not now knowingly engaged in, any unauthorized dealings or transactions with any Person that at the time of the dealing or transaction is or was the subject or target of Sanctions.

(xvi) Key Employees. Neither the Adviser nor the Administrator is aware that (i) any of its executives, key employees or significant group of employees plans to terminate employment with the Adviser or the Administrator or (ii) any such executive or key employee is subject to any noncompete, nondisclosure, confidentiality, employment, consulting or similar agreement that would be violated by either the Adviser's or the Administrator's present or proposed business activities, except, in each case, as would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect.

(xvii) No Labor Disputes. No labor disturbance by or dispute with employees of the Adviser or the Administrator or any of their subsidiaries exists or, to the knowledge of the Adviser or the Administrator, is contemplated or threatened, and neither the Adviser nor the Administrator is aware of any existing or imminent labor disturbance by, or dispute with, the employees or any of its or its subsidiaries' principal suppliers, contractors or customers, except in each case as would not reasonably be expected to result in an Adviser/Administrator Material Adverse Effect.

(xviii) Accounting Controls. The Adviser and the Administrator maintain systems of internal accounting controls sufficient to provide reasonable assurance that (A) transactions effectuated by them under the Investment Management Agreement and the Administration Agreement, as applicable, are executed in accordance with its management's general or specific authorization; (B) access to the Company's consolidated assets that are in its possession or control is permitted only in accordance with its management's general or specific authorization; (C) transactions for which it has bookkeeping and record-keeping responsibility under the Investment Management Agreement and the Administration Agreement are recorded as necessary to permit preparation of the Company's financial statements in conformity with GAAP and to maintain financial statements in conformity with GAAP and to maintain accountability for

the Company's assets and (D) the recorded accountability for such assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(xix) Financial Resources. Each of the Adviser and the Administrator has the financial resources available to it necessary for the performance of its services and obligations as contemplated by the Registration Statement, the Prospectus and the Investment Management Agreement.

(c) Officer's Certificates. Any certificate signed by any officer of the Company, any of the Subsidiaries, the Adviser or the Administrator delivered to the Sales Agent or to counsel for the Sales Agent shall be deemed a representation and warranty by the Company, the Adviser or the Administrator, as applicable, to the Sales Agent as to the matters covered thereby.

SECTION 2. Sale and Delivery of Securities.

(a) On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Company agrees to sell Securities from time to time through the Sales Agent, and the Sales Agent agrees to use its commercially reasonable efforts to sell, as sales agent for the Company, the Securities on the following terms.

(i) Each time that the Company wishes to sell Securities on any day that is a trading day for the Nasdaq Global Select Market (a "Trading Day") (other than a Trading Day on which the Nasdaq Global Select Market is scheduled to close prior to its regular weekday closing time) pursuant to this Agreement (each, a "Placement"), the Company will instruct the Sales Agent in writing of the parameters in accordance with which it desires Securities to be sold, which shall at a minimum include the number of Securities to be offered, the time period during which sales are requested to be made, the minimum price below which sales may not be made and any limitation on the number of Securities that may be sold in any one day (a "Placement Notice"). The Sales Agent will, prior to 4:30 p.m. (New York City time) or, if later, within three hours after receipt of the Placement Notice, on the same business day (as defined below) on which such Placement Notice is delivered to the Sales Agent, issue to the Company a notice by email addressed to all of the Authorized Representatives (as defined below) confirming all of the parameters of the Placement. The Placement Notice shall be effective upon receipt by any of the Authorized Representatives of the email notice from the Sales Agent, unless and until (i) the entire amount of the Securities covered by the Placement Notice have been sold, (ii) in accordance with Section 2(a)(ii) hereof, the Company or the Sales Agent suspends or terminates the Placement Notice, (iii) the Company issues a subsequent Placement Notice with parameters superseding those on the earlier dated Placement Notice, or (iv) this Agreement has been terminated under the provisions of Section 9. Subject to the terms and conditions hereof, the Sales Agent shall use its commercially reasonable efforts to offer and sell all of the Securities designated in the Placement Notice; provided, however, that the Sales Agent shall have no obligation to offer or sell any Securities, and the Company acknowledges and agrees that the Sales Agent shall have no such obligation in the event an offer or sale of the Securities on behalf of the Company may in the judgment of the

Sales Agent constitute the sale of a “block” under Rule 10b-18(a)(5) under the 1934 Act, or a “distribution” within the meaning of Rule 100 of Regulation M under the 1934 Act or the Sales Agent reasonably believes it may be deemed an “underwriter” under the 1933 Act in a transaction that is other than (A) by means of ordinary brokers’ transactions between members of the Nasdaq Global Select Market that qualify for delivery of a Prospectus to the Nasdaq Global Select Market in accordance with Rule 153 under the 1933 Act or (B) directly on or through an electronic communication network, a “dark pool” or any similar market venue (the transactions described in (A) and (B) are hereinafter referred to as “At the Market Offerings”). In the event of a conflict between the terms of this Agreement and the terms of any Placement Notice, the terms of such Placement Notice will control.

(ii) Notwithstanding the foregoing, the Company or the Sales Agent may, upon notice to the other party by telephone (confirmed promptly by electronic mail from such party), suspend the offering of the Securities pursuant to this Agreement or suspend or terminate a previously issued Placement Notice; provided, however, that such suspension or termination shall not affect or impair the parties’ respective obligations with respect to the Securities sold hereunder prior to the giving of such notice. Each of the parties agrees that no such notice shall be effective against the other unless it is made to one of its authorized representatives as set forth on Schedule B hereto (the “Authorized Representatives”), as such Schedule may be amended from time to time.

(iii) The Sales Agent hereby covenants and agrees not to make any sales of the Securities on behalf of the Company, pursuant to this Section 2(a), other than (A) by means of At the Market Offerings and (B) such other sales of the Securities on behalf of the Company in its capacity as agent of the Company as shall be agreed by the Company and the Sales Agent.

(iv) The gross sales price of any Securities sold pursuant to this Agreement by the Sales Agent, as an agent of the Company, shall be the market price prevailing at the time of sale for Securities sold by the Sales Agent on the Nasdaq Global Select Market or otherwise, at prices related to prevailing market prices or, subject to specific instructions of the Company, at negotiated prices. The compensation to the Sales Agent, as an agent of the Company, for sales of the Securities shall be at a mutually agreed rate up to 2.0% of the gross sales price of the Securities sold pursuant to this Section 2(a). The foregoing rate of compensation shall not apply when the Sales Agent acts as principal, in which case the Company may sell Securities to the Sales Agent as principal at a price agreed upon at the relevant applicable time pursuant to a separate agreement (each, a “Terms Agreement”) relating to such sale. The remaining proceeds, after further deduction for any transaction fees imposed by any governmental or self-regulatory organization in connection with such sales, shall constitute the net proceeds to the Company for such Securities (the “Net Proceeds”). The Sales Agent shall notify the Company as promptly as practicable if any deduction referenced in the preceding sentence will be made.

(v) The Sales Agent shall provide written confirmation to the Company as soon as practicable following the close of trading on the Nasdaq Global Select Market each day on which the Securities are sold under this Section 2(a) setting forth the aggregate

amount of the Securities sold on such day, the aggregate Net Proceeds to the Company, and the aggregate compensation payable by the Company to the Sales Agent with respect to such sales.

(vi) Settlement for sales of the Securities pursuant to this Section 2(a) will occur on the second Trading Day following the date on which such sales are made, unless another date shall be agreed upon by the Company and the Sales Agent (provided that, if such Trading Day is not a business day, then settlement will occur on the next succeeding Trading Day that is also a business day) (each such date, a “Settlement Date”). As used herein, the term “business day” means any day other than a Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law, regulation or executive order to close. On each Settlement Date, the Securities sold through the Sales Agent for settlement on such date shall be delivered by the Company (through its transfer agent) to the Sales Agent against payment of the Net Proceeds for the sale of such Securities. Settlement for all such Securities shall be effected by electronically transferring the Securities by the Company to the Sales Agent’s account, or to the account of the Sales Agent’s designee, at DTC through its Deposit and Withdrawal at Custodian System (“DWAC”) or by such other means of delivery as may be mutually agreed upon by the Company and the Sales Agent, which in all cases shall be freely tradable, transferable, registered shares eligible for delivery through DTC, in return for payments in same day funds delivered to the account designated by the Company. If the Company (or its transfer agent) shall default on its obligation to deliver the Securities on any Settlement Date, the Company shall (A) indemnify and hold the Sales Agent harmless against any loss, claim or damage arising from or as a result of such default by the Company and (B) pay the Sales Agent any commission to which it would otherwise be entitled absent such default. The Authorized Representatives, or any designees thereof as notified to the Sales Agent in writing, shall be the contact persons for the Company for all matters related to the settlement of the transfer of the Securities through DWAC for purposes of this Section 2(a)(vi).

(vii) Any obligation of the Sales Agent to use its commercially reasonable efforts to sell the Securities on behalf of the Company shall be subject to the continuing accuracy of the representations and warranties of the Company, the Adviser and the Administrator, to the performance by the Company, the Adviser and the Administrator of their obligations hereunder and to the continuing satisfaction of the additional conditions specified in Section 3 of this Agreement.

(b) If the Company wishes to sell the Securities other than as set forth in Section 2(a) of this Agreement, it may elect, in its sole discretion, to notify the Sales Agent of the proposed terms of such sale. If the Sales Agent, acting as principal, wishes to accept such proposed terms (which it may decline to do for any reason in its sole discretion) or, following discussions with the Company, wishes to accept amended terms, the Company will enter into a Terms Agreement setting forth the terms of such Placement. In the event of a conflict between the terms of this Agreement and the terms of any Terms Agreement, the terms of such Terms Agreement will control. For avoidance of doubt, nothing contained in this Agreement shall be construed to require the Company to engage the Sales Agent in connection with the offer and sale of any of its

securities, including shares of the Common Stock, whether in connection with an underwritten offering or otherwise.

(c) In the event the Company engages the Sales Agent for a sale of Securities that would constitute the sale of a “block” under Rule 10b-18(a)(5) under the 1934 Act, or a “distribution,” within the meaning of Rule 100 of Regulation M under the 1934 Act, the Company and the Sales Agent will agree to compensation that is customary for the Sales Agent with respect to such transactions.

(d) Under no circumstances shall the Company cause or request the offer or sale of any Securities if, after giving effect to the sale of such Securities, the aggregate gross sales proceeds or the aggregate number of the Securities sold pursuant to this Agreement would exceed the amount available for offer and sale under the currently effective Registration Statement.

(e) If any party has reason to believe that the exemptive provisions set forth in Rule 101(c)(1) of Regulation M under the 1934 Act are not satisfied with respect to the Securities, it shall promptly notify the other parties and sales of the Securities under this Agreement shall be suspended until that or other exemptive provisions have been satisfied in the judgment of each party. Upon the reasonable request of the Company in writing to the Sales Agent (which such request may be by electronic mail), the Sales Agent shall promptly calculate and provide in writing to the Company a report setting forth, for the prior week, the average daily trading volume (as defined in Rule 100 of Regulation M under the 1934 Act) of the Common Stock.

(f) Each sale of the Securities to or through the Sales Agent shall be made in accordance with the terms of this Agreement or, if applicable, a Terms Agreement. The commitment of the Sales Agent to purchase the Securities pursuant to any Terms Agreement shall be deemed to have been made on the basis of the representations and warranties of the parties herein contained and shall be subject to the terms and conditions herein set forth. Each Terms Agreement shall specify the number of the Securities to be purchased by the Sales Agent pursuant thereto, the price to be paid to the Company for such Securities, any provisions relating to rights of, and default by, underwriters acting together with the Sales Agent in the reoffering of the Securities, any provisions relating to the granting of an option to purchase additional Securities for the purpose of covering over-allotments, and the time and date (each such time and date being referred to herein as a “Date of Delivery”) and place of delivery of and payment for such Securities. Such Terms Agreement shall also specify any requirements for opinions of counsel, accountants’ letters and officers’ certificates pursuant to Section 5 hereof and any other information or documents required by the Sales Agent.

(g) Subject to such further limitations on offers and sales of Securities or delivery of instructions to offer and sell Securities as are set forth herein and as may be mutually agreed upon by the Company and the Sales Agent offers and sales of Securities pursuant to this Agreement shall not be requested by the Company and need not be made by the Sales Agent at any time when or during any period in which the Company is in possession of material non-public information.

(h) The Company acknowledges and agrees that (A) there can be no assurance that the Sales Agent will be successful in selling the Securities, (B) the Sales Agent will not incur liability or obligation to the Company or any other person or entity if such Sales Agent does not

sell Securities for any reason other than a failure by the Sales Agent to use its commercially reasonable efforts consistent with its normal trading and sales practices and applicable law and regulations to sell such Securities in accordance with the terms of this Agreement and (C) the Sales Agent shall not be under any obligation to purchase Securities on a principal basis pursuant to this Agreement, except as otherwise specifically agreed in writing by the Sales Agent and the Company. For purposes of clarification, the Sales Agent shall only be deemed to be acting as a sales agent under this Agreement during the period beginning with the delivery of a Placement Notice from the Company to the Sales Agent and ending upon the suspension or termination of such Placement Notice.

(i) The Company agrees that, during the term of this Agreement, any offer to sell, any solicitation of an offer to buy, or any sales of Securities or sales of Common Stock pursuant to any At the Market Offering (as defined herein and within the meaning of Rule 415(a)(4) under the 1933 Act) shall only be effected by or through the Sales Agent or the Other Agent. Notwithstanding the foregoing or anything to the contrary in this Agreement, during the term of this Agreement, any offer to sell, any solicitation of an offer to buy, or any sales of Securities or sales of Common Stock that do not constitute an At the Market Offering (as defined herein and within the meaning of Rule 415(a)(4) under the 1933 Act), including any underwritten offering or private placement transaction exempt from the requirements of the 1933 Act, may be effected by the Company by or through any person or entity in the Company's sole discretion.

SECTION 3. Covenants of the Company. The Company covenants with the Sales Agent as follows:

(a) *Compliance with Securities Regulations and Commission Requests*. The Company, subject to Section 3(c), will comply with the requirements of Rule 415, Rule 430B, Rule 497 and Rule 424(b), and will notify the Sales Agent immediately, and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement shall become effective or any amendment or supplement to the Prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus, or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment or of any order preventing or suspending the use of the Prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(d) or 8(e) of the 1933 Act concerning the Registration Statement and (v) if the Company becomes the subject of a proceeding under Section 8A of the 1933 Act in connection with the offering of the Securities. The Company will effect all filings required under Rule 424(b) and Rule 497 within the time period required by Rule 424(b) or Rule 497, as applicable, and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will use its commercially reasonable efforts to prevent the issuance of any stop order, prevention or suspension and, if any such order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) *Filing of Amendments.* The Company will give the Sales Agent notice of its intention to file or prepare any amendment to the Registration Statement (including any filing under Rule 462(b)) or to the Prospectus and will furnish the Sales Agent with copies of any such documents within a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Sales Agent or counsel for the Sales Agent shall object. The Company shall give the Sales Agent notice of its intention to make any filings pursuant to the 1934 Act or the 1934 Rules and Regulations within 48 hours prior to the Applicable Time and will furnish the Sales Agent with copies of any such documents a reasonable amount of time prior to such proposed filing, as the case may be, and will not file or use any such document to which the Sales Agent or counsel for the Sales Agent shall reasonably object.

(c) *Continued Compliance with Securities Laws.* The Company will use its commercially reasonable efforts to comply with the 1933 Act and the 1933 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the Registration Statement and the Prospectus. If at any time when a prospectus relating to the Securities is required by the 1933 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Sales Agent or for the Company, to (i) amend the Registration Statement in order that the Registration Statement will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) amend or supplement the Prospectus in order that the Prospectus, as the case may be, will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser or (iii) amend the Registration Statement or amend or supplement the Prospectus, as the case may be, in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly (A) give the Sales Agent notice of such event, (B) prepare any amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement or the Prospectus comply with such requirements and, a reasonable amount of time prior to any proposed filing or use, furnish the Sales Agent with copies of any such amendment or supplement and (C) file with the Commission any such amendment or supplement. The Company will furnish to the Sales Agent such number of copies of such amendment or supplement as the Sales Agent may reasonably request. The Company has given the Sales Agent notice of any filings made pursuant to the 1934 Act or 1934 Act Regulations within 48 hours prior to the Applicable Time; the Company shall give the Sales Agent notice of its intention to make any such filing and shall furnish the Sales Agent with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be.

(d) *Delivery of Commission Filings.* The Company has furnished or, upon written request of the Sales Agent, shall deliver to the Sales Agent and counsel for the Sales Agent, without charge, conformed copies of the Registration Statement, as originally filed, and of each amendment thereto (including exhibits filed therewith) and conformed copies of all consents and certificates of experts, and will also deliver to the Sales Agent, without charge, a conformed copy of the Registration Statement as originally filed and of each amendment thereto (without exhibits) for the Sales Agent. The copies of the Registration Statement and each amendment thereto

furnished to the Sales Agent will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) *Delivery of Prospectuses.* The Company will furnish to the Sales Agent, without charge, during the period when a prospectus relating to the Securities is required to be delivered under the 1933 Act, such number of copies of the Prospectus (as amended or supplemented) as the Sales Agent may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Sales Agent will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(f) *Blue Sky Qualifications.* The Company will use its commercially reasonable efforts, in cooperation with the Sales Agent, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Sales Agent may designate and to maintain such qualifications in effect so long as reasonably required to complete the distribution of the Securities; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(g) *Rule 158.* The Company will make generally available to its securityholders as soon as practicable an earnings statement that satisfies the provisions of Section 11(a) of the 1933 Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the “effective date” (as defined in Rule 158) of the Registration Statement; provided that the Company will be deemed to have complied with such request by filing such an earnings statement on EDGAR.

(h) *Listing.* The Company will use its commercially reasonable best efforts to maintain the listing of the Common Stock (including the Securities) on the Nasdaq Global Select Market.

(i) *DTC.* The Company will cooperate with the Sales Agent and use its commercially reasonable efforts to permit the offered Securities to be eligible for clearance and settlement through the facilities of DTC.

(j) *Use of Proceeds; OFAC.* The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the Registration Statement and the Prospectus under “Use of Proceeds.” The Company will not directly or, to its knowledge, indirectly, use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions (to the extent that such action would result in the violation by any person (including any person participating in the transaction, whether as underwriter, adviser, investor or otherwise) of Sanctions) or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(k) *Reporting Requirements.* The Company, during the period when a Prospectus relating to the Securities is required to be delivered under the 1933 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and 1934 Act Regulations.

(l) *Business Development Company Status.* The Company will use its commercially reasonable efforts to maintain its status as a business development company; provided, however, the Company may cease to be, or withdraw its election as, a business development company, with the approval of the board of directors and a vote of stockholders as required by Section 58 of the 1940 Act or any successor provision.

(m) *Regulated Investment Company Status.* The Company will use its commercially reasonable efforts to maintain its qualification as a regulated investment company under Subchapter M of the Code for each full fiscal year during which it is a business development company under the 1940 Act.

(n) *Annual Compliance Reviews.* The Company will retain qualified accountants and qualified tax experts to (i) test procedures and conduct annual compliance reviews designed to determine compliance with the regulated investment company provisions of the Code and (ii) otherwise assist the Company in monitoring appropriate accounting systems and procedures designed to determine compliance with the regulated investment company provisions of the Code.

(o) *Accounting Controls.* The Company will use commercially reasonable efforts to establish and maintain a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to the Company's consolidated assets is permitted only in accordance with management's authorization; (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (E) material information relating to the Company and the assets managed by the Adviser is promptly made known to the officers responsible for establishing and maintaining the system of internal accounting controls; and (F) any significant deficiencies or weaknesses in the design or operation of internal accounting controls that could adversely affect the Company's ability to record, process, summarize and report financial data, and any fraud whether or not material that involves management or other employees who have a significant role in internal controls, are adequately and promptly disclosed to the Company's independent auditors and the audit committee of the Company's board of directors.

(p) *Disclosure Controls.* The Company will use commercially reasonable efforts to establish and employ disclosure controls and procedures that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and is accumulated and communicated to the Company's management, including its principal executive officer or officers and principal financial officer or officers, as appropriate to allow timely decisions regarding disclosure.

(q) *Issuer Free Writing Prospectus.* The Company represents and agrees that, without the prior consent of the Sales Agent (i) it will not distribute any offering material other than the Registration Statement or the Prospectus, and (ii) it has not made and will not make any offer relating to the Securities that would constitute a “free writing prospectus” as defined in Rule 405 under the 1933 Act, and which the parties agree, for the purposes of this Agreement, includes (x) any “advertisement” as defined in Rule 482 under the 1933 Act; and (y) any sales literature, materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the offering of the Securities, including any in-person roadshow or investor presentations (including slides and scripts relating thereto) made to investors by or on behalf of the Company.

(r) *Due Diligence Matters.* The Company will cooperate with any reasonable due diligence review conducted by the Sales Agent or its respective agents in connection with the transactions contemplated hereby, including, without limitation, providing information and making available documents and senior officers, during regular business hours and at the Company’s principal offices, as either Agent may reasonably request. The parties acknowledge that the due diligence review contemplated by this Section 2(r) will include, without limitation, during the term of this Agreement a quarterly diligence conference to occur within five business days after each 10-Q filing or 10-K filing whereby the Company will make its senior corporate officers available to address diligence inquiries of the Sales Agent and will provide such additional information and documents as the Sales Agent may reasonably request.

(s) *No Stabilization.* The Company will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(t) The Company agrees that any offer to sell, any solicitation of an offer to buy, or any sales of Securities pursuant to this Agreement, the Sales Agreement or any Terms Agreement shall only be effected by or through only one of Agent or the Other Agent, as applicable, at any given time as determined by the Company, but in no event by more than one of them, and the Company shall in no event request that more than one of Agent or the Other Agent sell Securities during such time period.

SECTION 4. Payment of Expenses. The Company shall pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation and filing of the Registration Statement, the Prospectus and any amendments or supplements thereto, and the printing and furnishing of copies of each thereof to the Sales Agent (including costs of mailing and shipment), (ii) the printing and delivery to the Sales Agent of this Agreement and such other documents as may be required in connection with the offering, purchase, sale or delivery of the Securities, (iii) the delivery of Securities to the Sales Agent, including any stock or other transfer taxes and any stamp or other duties payable upon the sale or delivery of the Securities to the Sales Agent, (iv) the fees and disbursements of the Company’s counsel, accountants and other advisors, (v) the qualification of the Securities under securities laws in accordance with the provisions of this Agreement, including filing fees and the reasonable fees and disbursements of counsel for the Sales Agent in connection therewith and in connection with the preparation of blue sky surveys and any supplement thereto, (vi) the printing and delivery to the Sales Agent of copies of the Prospectus and any amendments or supplements thereto, (vii) the

preparation and delivery to the Sales Agent of copies of the blue sky survey, if any, and any supplement thereto, (viii) the fees and expenses of any transfer agent or registrar for the Securities, (ix) the reasonable legal fees and expenses of counsel to the Sales Agent in connection with their performance under this Agreement, in an aggregate amount of \$40,000 in connection with the entry into this Agreement and the Sales Agreement and up to \$7,500 per fiscal quarter during the term of this Agreement and the Sales Agreement, which amount shall include legal fees and expenses relating to the review by FINRA of the terms of the sale of the Securities and (x) the filing fees incident to the review by FINRA of the terms of the sale of the Securities. Except as set forth herein, the Sales Agent will pay all of its other out-of-pocket costs and expenses incurred in connection with entering into this Agreement and the transactions contemplated by this Agreement, including, without limitation, travel and similar expenses, whether or not the transactions contemplated hereby are consummated or this Agreement is terminated.

SECTION 5. Conditions of the Sales Agent's Obligations. The obligations of the Sales Agent hereunder are subject to the accuracy of the representations and warranties of the Company, the Adviser and the Administrator contained herein or in certificates of any officer of the Company, any of the Subsidiaries, the Adviser or the Administrator delivered pursuant to the provisions hereof, to the performance by the Company, the Adviser and the Administrator of their respective covenants and other obligations hereunder, and to the following further conditions:

(a) *Registration Statement.* No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no order preventing or suspending the use of any Issuer Free Writing Prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, contemplated; and the Company has complied with each request (if any) from the Commission for additional information in connection with the Registration Statement. Any required filing of each Issuer Free Writing Prospectus pursuant to Rule 433 has been made in the manner and within the time period required by Rule 433(d).

(b) *Opinions of Counsel for the Company, the Adviser and the Administrator.* Within five business days after (i) each date on which the Company files a quarterly report on Form 10-Q or an annual report on Form 10-K, (ii) each date on which Securities are delivered to the Sales Agent pursuant to a Terms Agreement, or (iii) such date as the Sales Agent may reasonably request (the date of commencement of the offering of the Securities under this Agreement, the date of commencement of the offering of the Securities under this Agreement following the termination of a Suspension Period and each date referred to in subclauses (i), (ii) and (iii) above, each a "Representation Date"), the Sales Agent shall have received the favorable opinions, dated the Representation Date, of Dechert LLP, counsel for the Company, the Adviser and the Administrator, and of Venable LLP, counsel for the Company, in form and substance reasonably satisfactory to counsel for the Sales Agent. Such counsels may state that insofar as such opinions involve factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Company and the Subsidiaries, the Adviser and the Administrator and certificates of public officials.

(c) *Opinion of Counsel for the Sales Agent.* Within five business days after each Representation Date, the Sales Agent shall have received the favorable opinion, dated the Representation Date, of Proskauer Rose LLP, counsel for the Sales Agent. Such counsel may also

state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers and other representatives of the Company, the Subsidiaries, the Adviser and the Administrator and certificates of public officials.

(d) *Officers' Certificates.*

(i) Within five business days after each Representation Date, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Registration Statement, or the Prospectus, any material adverse change in the business, properties, management, financial condition, prospects or results of operations of the Company and the Subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, and the Sales Agent shall have received a certificate of the chief executive officer or the president of the Company and of the chief financial or chief accounting officer of the Company, dated the Representation Date, to the effect that (A) there has been no such material adverse change, (B) the representations and warranties of the Company in Section 1(a) of this Agreement are true and correct with the same force and effect as though expressly made at and as of the Representation Date, (C) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Representation Date, and (D) no stop order suspending the effectiveness of the Registration Statement under the 1933 Act has been issued, no order preventing or suspending the use of the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to their knowledge, contemplated by the Commission.

(ii) Within five business days after each Representation Date, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Prospectus, an Adviser/Administrator Material Adverse Effect, and the Sales Agent shall have received certificates of the managing member of each of the Adviser and the Administrator, dated the Representation Date, to the effect that (A) there has been no such Adviser/Administrator Material Adverse Effect with respect to the Adviser or the Administrator, as applicable, (B) the representations and warranties of the Adviser or the Administrator, as applicable, in Section 1(b) of this Agreement are true and correct with the same force and effect as though expressly made at and as of the Representation Date and (C) the Adviser or the Administrator, as applicable, has complied with all agreements and satisfied all conditions on their part to be performed or satisfied at or prior to the Representation Date.

(e) *Accountant's Comfort Letter.* Within five business days after each Representation Date, the Sales Agent shall have received from RSM US LLP a letter, dated such date, in form and substance satisfactory to the Sales Agent, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the Company's financial statements and certain financial information included or incorporated by reference in the Registration Statement and the Prospectus.

(f) *Additional Documents.* Within five business days after each Representation Date, counsel for the Sales Agent shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale

of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company, the Adviser and the Administrator in connection with the issuance and sale of the Securities as herein contemplated shall be satisfactory in form and substance to the Sales Agent and counsel for the Sales Agent.

SECTION 6. Indemnification.

(a) *Indemnification of the Sales Agent by the Company, the Adviser and the Administrator.* The Company, the Adviser and the Administrator, severally and not jointly, agree to indemnify and hold harmless the Sales Agent, its affiliates (as such term is defined in Rule 501(b) under the 1933 Act (each, an “Affiliate”)), its selling agents and each person, if any, who controls the Sales Agent within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including any Rule 430B Information, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact included (A) in any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), or (B) in any materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the offering of the Securities (“Marketing Materials”), including any road show as defined in Rule 433(h) under the 1933 Act (a “road show”) or investor presentations made to investors by the Company (whether in person or electronically), or the omission or alleged omission in any Issuer Free Writing Prospectus, the Prospectus or any Marketing Materials of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 6(d) below) any such settlement is effected with the written consent of the Company; and

(iii) against any and all expense whatsoever, as incurred (including the reasonably incurred and documented fees and disbursements of counsel chosen by the Sales Agent), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above; provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent

arising out of any untrue statement or omission or alleged untrue statement or omission made in the Registration Statement (or any amendment thereto), including any Rule 430B Information or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Sales Agent Information; and provided, further the Adviser's indemnity shall only apply to statements described in (i) above regarding the Adviser and the Administrator's indemnity shall apply only statements described in (i) above regarding the Administrator.

(b) *Indemnification of Company, Directors, Officers, Adviser and Administrator.* The Sales Agent agrees to indemnify and hold harmless the Company, the Adviser, the Administrator their directors, each of the Company's officers who signed the Registration Statement and each person, if any, who controls the Company, the Adviser or the Administrator within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), including any Rule 430B Information, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Sales Agent Information.

(c) *Actions against Parties; Notification.* Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced (through the forfeiture of substantive rights and defenses) as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 6(a) above, counsel to the indemnified parties shall be selected by the Sales Agent, and, in the case of parties indemnified pursuant to Section 6(b) above, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Settlement without Consent if Failure to Reimburse.* If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party

for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

SECTION 7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, the Adviser and the Administrator, on the one hand, and the Sales Agent, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, the Adviser and the Administrator, on the one hand, and of the Sales Agent, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations. For the avoidance of doubt, the Adviser's and the Administrator's contribution agreement shall only apply to instances in which the Adviser or the Administrator has an indemnity obligation as described above in Section 6(a).

The relative benefits received by the Company, the Adviser and the Administrator, on the one hand, and the Sales Agent, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company, on the one hand, and the total commissions received by the Sales Agent, on the other hand, in each case as set forth on the cover of the Prospectus, bear to the aggregate Net Proceeds.

The relative fault of the Company, the Adviser and the Administrator, on the one hand, and the Sales Agent, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company, the Adviser and the Administrator or by the Sales Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company, the Adviser, the Administrator and the Sales Agent agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by

any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7, the Sales Agent shall not be required to contribute any amount in excess of the commissions received by the Sales Agent in connection with the Securities sold by it.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Notwithstanding anything in this Agreement to the contrary, any indemnification and contribution by the Company shall be subject to the requirements and limitations of Section 17(i) of the 1940 Act and any applicable guidance from the Commission or its staff thereunder.

For purposes of this Section 7, each person, if any, who controls the Sales Agent within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and the Sales Agent's Affiliates and selling agents shall have the same rights to contribution as the Sales Agent, and each director of the Company, each officer of the Company who signed the Registration Statement, and each person, if any, who controls the Company, the Adviser or the Administrator within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company, the Adviser or the Administrator, as the case may be.

SECTION 8. Representations, Warranties and Agreements to Survive. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company, any of the Subsidiaries, the Adviser or the Administrator submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Sales Agent or its Affiliates or selling agents, any person controlling the Sales Agent, its officers or directors or any person controlling the Company and (ii) delivery of and payment for the Securities.

SECTION 9. Termination of Agreement.

(a) *Termination by the Company, the Adviser and the Administrator.* The Company, the Adviser and the Administrator may terminate this Agreement, by giving one day advance notice to the Sales Agent, at any time.

(b) *Termination by the Sales Agent.* The Sales Agent may terminate this Agreement, by giving one day advance notice to the Company, at any time (i) if there has been, in the judgment of the Sales Agent, since the time of execution of this Agreement or since the respective dates as of which information is given in the Registration Statement or the Prospectus, any material adverse change in the business, properties, management, financial condition, prospects or results of operations of the Company and the Subsidiaries taken as one enterprise or the Adviser or the Administrator, whether or not arising in the ordinary course of business, which would make it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities on the terms and in the manner contemplated in the Registration Statement and the Prospectus, (ii) if there has occurred any material adverse change in the financial markets in the

United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Sales Agent, impracticable or inadvisable to proceed with the completion of the offering or to enforce contracts for the sale of the Securities, (iii) if trading in any securities of the Company has been suspended or materially limited by the Commission or The Nasdaq Stock Market, (iv) if trading generally on the NYSE Amex or The New York Stock Exchange or The Nasdaq Stock Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by order of the Commission, FINRA or any other governmental authority, (v) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or with respect to Clearstream or Euroclear systems in Europe, or (vi) if a banking moratorium has been declared by either Federal or New York authorities.

(c) *Liabilities.* If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, provided that Sections 1, 6, 7, 8, 14, 15 and 16 shall survive such termination and remain in full force and effect.

SECTION 10.No Joint Venture. The Company, the Adviser, the Administrator and the Sales Agent expressly acknowledge, understand and agree that the Sales Agent and the Other Agent are not, and shall not be deemed for any purpose, to be acting as a joint venture or partner of one another and that neither the Sales Agent nor the Other Agent assume responsibility or liability, express or implied, for any actions or omissions of, or the performance of services by the Sales Agent or the Other Agent, respectively, in connection with the offering of the shares of Common Stock pursuant to this Agreement or the Sales Agreement, or otherwise. The obligations of the Sales Agent hereunder and of the Other Agent under the Sales Agreement shall be several and not joint.

SECTION 11.Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Sales Agent shall be directed to JMP Securities LLC at 600 Montgomery Street, Suite 1100, San Francisco, California 94111, Facsimile: (415) 835-8920, Attention: Equity Securities, with a copy (which shall not constitute notice) to Proskauer Rose LLP at 1001 Pennsylvania Ave., NW, Suite 600 South, Washington, D.C. 20004, Attention: William Tuttle. Notices to the Company, the Adviser and the Administrator shall be directed to them at 590 Madison Avenue, 15th Floor, New York, NY 10022, facsimile No. (212) 905-1075, Attention: Arthur Penn.

SECTION 12.No Advisory or Fiduciary Relationship. The Company acknowledges and agrees that (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the public offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the Sales Agent, on the other hand, (b) in connection with the offering of the Securities and the process leading thereto, the Sales Agent is and has been acting solely as a principal and is not the agent or fiduciary of the Company, any of the Subsidiaries or their respective stockholders,

creditors, employees or any other party, (c) the Sales Agent has not assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to the offering of the Securities or the process leading thereto (irrespective of whether the Sales Agent has advised or is currently advising the Company or any of its subsidiaries on other matters) and the Sales Agent has no obligation to the Company with respect to the offering of the Securities except the obligations expressly set forth in this Agreement, (d) the Sales Agent and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and (e) the Sales Agent has not provided any legal, accounting, regulatory or tax advice with respect to the offering of the Securities and the Company has consulted its own respective legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

SECTION 13. Parties. This Agreement shall each inure to the benefit of and be binding upon the Sales Agent, the Company, the Adviser, the Administrator and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Sales Agent, the Company, the Adviser and the Administrator and their respective successors and the controlling persons and officers and directors referred to in Section 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Sales Agent, the Company, the Adviser and the Administrator and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from the Sales Agent shall be deemed to be a successor by reason merely of such purchase.

SECTION 14. Trial by Jury. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates), the Adviser, the Administrator and the Sales Agent hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 15. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF NEW YORK.

SECTION 16. Consent to Jurisdiction; Waiver of Immunity. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in (i) the federal courts of the United States of America located in the City and County of New York, Borough of Manhattan or (ii) the courts of the State of New York located in the City and County of New York, Borough of Manhattan (collectively, the “Specified Courts”), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other

proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 17.TIME. TIME SHALL BE OF THE ESSENCE OF THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH HEREIN, SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 18.Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

SECTION 19.Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 20.Recognition of the U.S. Special Resolution Regimes.

(a) In the event that the Sales Agent that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from the Sales Agent of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that the Sales Agent that is a Covered Entity or a BHC Act Affiliate of the Sales Agent becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against the Sales Agent are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) For purposes of this Section 20, a “BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). “Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Sales Agent, the Company, the Adviser and the Administrator in accordance with its terms.

Very truly yours,

PENNANTPARK FLOATING RATE CAPITAL LTD.

By: /s/ Arthur H. Penn
Name: Arthur H. Penn
Title: Chief Executive Officer

PENNANTPARK INVESTMENT ADVISERS, LLC

By: /s/ Arthur H. Penn
Name: Arthur H. Penn
Title: Managing Member

PENNANTPARK INVESTMENT ADMINISTRATION, LLC

By: /s/ Arthur H. Penn
Name: Arthur H. Penn
Title: Managing Member

[Signature Page to Sales Agreement – JMP]

CONFIRMED AND ACCEPTED,
as of the date first above written:

JMP SECURITIES LLC

By: /s/ Jonathan Dever
Name: Jonathan Dever
Title: Managing Director

[Signature Page to Sales Agreement – JMP]

SCHEDULE SEQ SCHEDULE * ALPHABETIC A

Consolidated subsidiaries of the Company:

PennantPark Floating Rate Funding I, LLC

PennantPark Floating Rate Funding II, LLC

PennantPark CLO I, LLC

PennantPark CLO I, Ltd.

PennantPark CLO I Depositor, LLC

PFLT Investment Holdings, LLC

[Signature Page to Sales Agreement – JMP]

SCHEDULE SEQ SCHEDULE * ALPHABETIC B

Company Authorized Representatives

Arthur H. Penn
Richard Cheung

Sales Agent Authorized Representatives

Jonathan Dever
Aidan Whitehead
Walter Conroy
JMP Compliance

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28117901.1.BUSINESS

PENNANTPARK FLOATING RATE CAPITAL LTD.

(a Maryland corporation)

Common Stock, Par Value \$0.001 Per Share

EQUITY DISTRIBUTION AGREEMENT

Dated: August 20, 2021

PENNANTPARK FLOATING RATE CAPITAL LTD.

(a Maryland corporation)

Common Stock, Par Value \$0.001 Per Share
EQUITY DISTRIBUTION AGREEMENT

Raymond James & Associates, Inc.
880 Carillon Parkway|
St. Petersburg, Florida 33716

Ladies and Gentlemen:

PennantPark Floating Rate Capital Ltd., a Maryland corporation (the “Company”), PennantPark Investment Advisers, LLC, a Delaware limited liability company (the “Adviser”) and PennantPark Investment Administration, LLC, a Delaware limited liability company (the “Administrator”), each confirms its agreement with Raymond James & Associates, Inc. (the “Sales Agent”) with respect to the sale by the Company of shares of common stock, par value \$0.001 per share, of the Company (“Common Stock”), having an aggregate offering price of up to \$75 million. The shares of Common Stock to be sold by the Sales Agent are herein called, collectively, the “Securities.” The Company, the Adviser and the Administrator have also entered into a sales agreement in substantially similar form to this Agreement (the “Sales Agreement”), dated of even date herewith, with JMP Securities LLC (the “Other Agent”). The aggregate amount of Securities that may be sold collectively pursuant to this Agreement and the Sales Agreement shall not exceed the lesser of \$75 million and the dollar amount of Securities permitted to be sold under the Registration Statement (as defined below).

The Company has filed with the Securities and Exchange Commission (the “Commission”) a shelf registration statement on Form N-2 (File No. 333-235532), relating to the registration of the Securities and certain of the Company’s other securities under the Securities Act of 1933, as amended (the “1933 Act”), which registration statement was most declared effective by the Commission on January 29, 2020. The Company has also filed with the Commission a prospectus supplement, dated the date hereof, as such prospectus supplement may be amended (the “Prospectus”), which contains a base prospectus, dated January 29, 2020, in accordance with the provisions of Rule 430B (“Rule 430B”) of the rules and regulations of the Commission promulgated under the 1933 Act (such provisions, the “1933 Act Regulations”) and Rule 424(b) (“Rule 424(b)”) of the 1933 Act Regulations. The information, if any, included or incorporated by reference in such prospectus that was omitted from such registration statement at the time it became effective but that is deemed to be a part of such registration statement pursuant to Rule 430B is referred to as “Rule 430B Information.” Unless the context otherwise requires, such registration statement, including all documents filed as part thereof and any Rule 430B Information contained in a prospectus subsequently filed with the Commission pursuant to Rule 424(b) under the 1933 Act and deemed to be part of the registration statement and also including any registration statement filed pursuant to Rule 462(b) of the 1933 Act Regulations, is herein called the “Registration Statement.” All references in this Agreement to amendments or supplements to the Registration Statement or the Prospectus, including those made pursuant to Rule 424(b) under the

1933 Act or such other rule under the 1933 Act as may be applicable to the Company, shall be deemed to mean and include, without limitation the filing of any document under the Securities Exchange Act of 1934, as amended (the “1934 Act”), which is or is deemed to be incorporated by reference in or otherwise to be a part of or included in the Registration Statement or the Prospectus, as the case may be, as of any specified date. For purposes of this Agreement, all references to the Registration Statement, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system or any successor system (“EDGAR”).

A Form N-54A Notification of Election to be Subject to Sections 55 through 65 of the Investment Company Act of 1940 Filed Pursuant to Section 54(a) of the Investment Company Act (File No. 814-00743) was filed with the Commission on April 7, 2011 under the Investment Company Act of 1940, as amended (the “1940 Act”), and the rules and regulations and any applicable guidance and/or interpretation of the Commission or its staff thereunder (the “1940 Act Regulations”).

The Company has entered into that certain Second Amended and Restated Investment Advisory Agreement, dated as of February 2, 2016 (the “Investment Management Agreement”), with the Adviser. The Company has entered into that certain Administration Agreement, dated as of April 7, 2011 (the “Administration Agreement”), with the Administrator.

As used in this Agreement, “Applicable Time” means the time of each sale of the applicable Securities pursuant to this Agreement.

SECTION 1. Representations and Warranties.

(a) *Representations and Warranties by the Company.* The Company represents and warrants to the Sales Agent as of the date hereof, the Applicable Time, each Representation Date (as defined below) and any Date of Delivery (as defined below) and agrees with the Sales Agent, and the Adviser and the Administrator, jointly and severally, represent and warrant to and agree with the Sales Agent as of the date hereof, the Applicable Time, each Representation Date (as defined below) and any Date of Delivery Time (as defined below), as follows:

(i) Registration Statement and Prospectuses. The Company is eligible to use Form N-2. Each of the Registration Statement and any amendment thereto have been declared effective by the Commission under the 1933 Act or have become effective pursuant to Rule 462 under the 1933 Act. No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no order preventing or suspending the use of the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company’s knowledge, contemplated. The Company has complied with each request (if any) from the Commission for additional information in connection with the Registration Statement.

Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective, complied in all material respects with the requirements of the 1933 Act, the 1933 Act Regulations, the 1940 Act and the 1940 Act Regulations. The Prospectus and any amendment or supplement thereto, at the time each was filed with the Commission,

complied in all material respects with the requirements of the 1933 Act, the 1933 Act Regulations, the 1940 Act and the 1940 Act Regulations. The Prospectus delivered to the Sales Agent for use in connection with this offering was or will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) Issuer Free Writing Prospectus. The Company (including its agents and representatives, other than the Sales Agent in its capacity as such) has not made, used, prepared, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any “written communication” (as defined in Rule 405 under the 1933 Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company or its agents and representatives (other than a communication referred to in clauses (i), (ii), (iii) and (iv) below) an “Issuer Free Writing Prospectus”) other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the 1933 Act or Rule 134 under the 1933 Act, (ii) the Registration Statement, (iii) the Prospectus, and (iv) any electronic road show or other written communications, in each case approved in writing in advance by the Sales Agent, such approval not to be unreasonably withheld. Each such Issuer Free Writing Prospectus, if any, complies in all material respects with the 1933 Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the 1933 Act (to the extent required thereby). No Issuer Free Writing Prospectus conflicts or will conflict with the information contained in the Registration Statement or the Prospectus that has not been superseded or modified.

(iii) Documents Incorporated by Reference. The documents incorporated by reference in each of the Registration Statement, the Prospectus, when they were filed or when they will be filed with the Commission, as the case may be, conformed or will conform in all material respects to the requirements of the 1934 Act.

(iv) Accurate Disclosure. Neither the Registration Statement nor any amendment thereto, at its effective time, at the Applicable Time or at any Date of Delivery, contained, contains or will contain an untrue statement of a material fact or omitted, omits or will omit to state a material fact required to be stated therein or necessary to make the statements therein, not misleading. Neither the Prospectus nor any amendment or supplement thereto, as of their respective date(s), at the time of any filing with the Commission pursuant to Rule 424(b) or at any Date of Delivery, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement (or any amendment thereto) or the Prospectus (or any amendment or supplement thereto) made in reliance upon and in conformity with written information furnished to the Company by the Sales Agent expressly for use therein (collectively, the “Sales Agent Information”). For purposes of this Agreement, the only Sales Agent Information shall be the final paragraph of the “Plan of Distribution” in the Prospectus.

(v) Company Not Ineligible Issuer. At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the 1933 Act Regulations) of the Securities and at the date hereof, the Company was not and is not an “ineligible issuer,” as defined in Rule 405, without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an ineligible issuer.

(vi) Independent Accountants of the Company. The accountants who audited or reviewed the financial statements and supporting schedules of the Company included or incorporated by reference in the Registration Statement and the Prospectus are independent registered public accountants with respect to the Company within the applicable rules and regulations of the Commission and the Public Company Accounting Oversight Board (United States) and as required by the 1933 Act.

(vii) Financial Statements. The financial statements included or incorporated by reference in the Registration Statement and the Prospectus, together with the related schedules and notes, present fairly in all material respects the financial position of the Company and the Subsidiaries (as defined below) at the dates indicated and the results of their operations and the changes in the cash flows of the Company and the Subsidiaries for the periods specified (except that the unaudited financial statements were or are subject to normal year-end adjustments which were not, or are not expected to be, material in amount to the Company); said financial statements have been prepared in conformity with U.S. generally accepted accounting principles (“GAAP”) applied on a consistent basis throughout the periods involved (except, in each case, as may be permitted by the rules and regulations of the Commission). The supporting schedules, if any, included or incorporated by reference in the Registration Statement and the Prospectus present fairly in all material respects in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information of the Company and the Subsidiaries included or incorporated by reference in the Registration Statement and the Prospectus have been derived from the accounting records and other books and records of the Company and the Subsidiaries and present fairly in all material respects the information shown therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement or the Prospectus under the 1933 Act or the 1933 Act Regulations.

(viii) No Material Adverse Change in Business. Except as otherwise stated therein, since the respective dates as of which information is given in the Registration Statement or the Prospectus, (A) there has been no material adverse change in the business, management, financial condition, results of operations or prospects of the Company and the Subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a “Material Adverse Effect”), (B) there have been no transactions entered into by the Company or any of the Subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and the Subsidiaries considered as one enterprise and (C) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(ix) Good Standing of the Company. The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Maryland and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the Prospectus and to enter into this Agreement and perform its obligations under this Agreement, the Investment Management Agreement, the Administration Agreement and the Securities; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not reasonably be expected to result in a Material Adverse Effect.

(x) Subsidiaries of the Company; Portfolio Companies. The Company's only subsidiaries that were consolidated with the Company for financial reporting purposes under GAAP as of June 30, 2021 are those listed on Schedule A hereto (each a "Subsidiary" and, collectively, the "Subsidiaries"). Each of the Subsidiaries has been duly organized and is validly existing as a corporation, limited liability company or limited partnership in good standing under the laws of the jurisdiction of its organization, has power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus and is duly qualified as a foreign corporation, limited liability company or limited partnership to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to be so qualified or in good standing would not reasonably be expected to result in a Material Adverse Effect; except as disclosed in the Prospectus, all of the issued and outstanding capital stock of each such Subsidiary has been duly authorized and validly issued and is fully paid and non-assessable; none of the outstanding shares of capital stock of any of the Subsidiaries was issued in violation of the preemptive or other similar rights of any securityholder of such Subsidiary. Except for any investments made in the ordinary course of business since the most recent quarter end, the Company does not own, directly or indirectly, any investments or shares of stock or any other equity or long-term debt securities of any corporation or other entity other than (A) the Subsidiaries and (B) those corporations or other entities described in the Registration Statement and the Prospectus under the caption "Portfolio Companies" (each a "Portfolio Company" and collectively the "Portfolio Companies"). Except as otherwise disclosed in the Prospectus, the Company does not control (as such term is defined in Section 2(a)(9) of the 1940 Act), any of the Portfolio Companies or any corporation or other entity in which it invested since the most recent quarter end.

(xi) Capitalization. The authorized shares of capital stock of the Company are as set forth in the Registration Statement and the Prospectus under the caption "Description of Our Capital Stock." The total issued and outstanding shares of capital stock of the Company as of August 19, 2021 are as set forth in the Prospectus Supplement under the caption "The Offering." The outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding shares of capital stock of the Company were issued in violation of the preemptive or other similar rights of any securityholder of the Company. Except as set

forth in the Registration Statement and the Prospectus, no options, warrants or other rights to purchase, agreements or other obligations to issue, or rights to convert any obligations into or exchange any securities for, shares of capital stock or of ownership interests in the Company are outstanding.

(xii) Authorization of Agreements. This Agreement has been duly authorized, executed and delivered by the Company.

(xiii) Authorization and Description of Securities. The Securities to be issued and sold by the Company hereunder have been duly authorized and when issued and paid for as contemplated herein will be validly issued, fully paid and non-assessable; and no preemptive rights of stockholders exist with respect to any of the Securities or the issue and sale thereof. The Common Stock conforms to all statements relating thereto contained in the Registration Statement and the Prospectus and such description conforms to the rights set forth in the instruments defining the same. No holder of the Common Stock will be subject to personal liability by reason of being such a holder. The Company acknowledges and agrees that all stock-related numbers contained in this Agreement shall be adjusted to take into account any stock split, stock dividend or similar event effected with respect to the Securities.

(xiv) Registration Rights. There are no persons with registration rights or other similar rights to have any securities registered for sale pursuant to the Registration Statement or otherwise registered for sale or sold by the Company under the 1933 Act pursuant to this Agreement.

(xv) Absence of Violations and Defaults. Neither the Company nor any of the Subsidiaries is (A) in violation of its charter, bylaws or similar organizational document, each as amended or supplemented from time to time, (B) in default under any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which it or any of them may be bound or to which any of the properties or assets of the Company or any of the Subsidiaries is subject (collectively, "Agreements and Instruments"), except for such defaults that would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect, or (C) in violation of any law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of the Subsidiaries or any of their respective properties, assets or operations (each, a "Governmental Entity"), except for such violations that would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect.

(xvi) Absence of Conflicts. The execution, delivery and performance of this Agreement, and the Securities, the performance of the Investment Management Agreement and the Administration Agreement and the consummation of the transactions contemplated herein and therein and in the Registration Statement and the Prospectus (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described therein under the caption "Use of Proceeds") and compliance by the Company with its obligations hereunder and thereunder have been duly authorized by all necessary

corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Company or any of the Subsidiaries pursuant to, the Agreements and Instruments (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances that would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect), nor will such action result in any violation of the provisions of (a) the charter, bylaws or similar organizational document of the Company or any of the Subsidiaries or (b) any law, statute, rule, regulation, judgment, order, writ or decree of any Governmental Entity, except, in the case of (b) above, for any violation that would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect. As used herein, a “Repayment Event” means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of the Subsidiaries.

(xvii) Employees. Neither the Company nor any of the Subsidiaries has any employees.

(xviii) Absence of Proceedings. Except as disclosed in the Registration Statement and the Prospectus, there is no action, suit, proceeding or, to the knowledge of the Company, inquiry or investigation before or brought by any Governmental Entity now pending or, to the knowledge of the Company, threatened, against or affecting the Company or any of the Subsidiaries, which would reasonably be expected to result in a Material Adverse Effect, or which would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Investment Management Agreement, the Administration Agreement or the Securities or the performance by the Company of its obligations hereunder or thereunder.

(xix) Accuracy of Exhibits. There are no contracts or documents which are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement which have not been so described and filed as required.

(xx) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, the Investment Management Agreement, the Administration Agreement, the Securities or the Prospectus (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described in the Prospectus under the caption “Use of Proceeds”), except (A) such as have been already made or obtained, including under the 1933 Act, the 1933 Act Regulations, the 1940 Act, the 1940 Act Regulations, state securities laws or the rules of the Financial Industry Regulatory Authority, Inc. (“FINRA”), (B) the filing of the Notifications of Election under the 1940 Act, which has been effected and (C) where the

failure to obtain any such filing, authorization, approval, consent, license, order, registration, qualification or decree would not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect.

(xxi) Possession of Licenses and Permits. The Company and the Subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, “Governmental Licenses”) issued by the appropriate Governmental Entities necessary to conduct the business now operated by them, except where the failure so to possess would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect. The Company and the Subsidiaries are in compliance with the terms and conditions of all Governmental Licenses, except where the failure so to comply would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect. Neither the Company nor any of the Subsidiaries has received any notice of proceedings relating to the revocation or modification of any Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to result in a Material Adverse Effect.

(xxii) Title to Property. The Company and the Subsidiaries do not own any real property; and all of the leases and subleases material to the business of the Company and the Subsidiaries, considered as one enterprise, and under which the Company or any of the Subsidiaries holds properties, are in full force and effect, and neither the Company nor any such Subsidiary has received any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any Subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such Subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(xxiii) Possession of Intellectual Property. Except as would not reasonably be expected, singly or in the aggregate, to have a Material Adverse Effect, the Company and the Subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, “Intellectual Property”) necessary to carry on the business now operated by them, and neither the Company nor any of the Subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of the Subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

(xxiv) Accounting Controls. The Company, on a consolidated basis, maintains a system of internal control over financial reporting (as defined under Rule 13a-15(f) and

15d-15(f) under the rules and regulations of the Commission under the 1934 Act (such rules and regulations, the “1934 Act Regulations”) and a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management’s general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to the Company’s consolidated assets is permitted only in accordance with management’s general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the Registration Statement and the Prospectus, since the end of the Company’s most recent audited fiscal year, there has been (1) no material weakness in the Company’s internal control over financial reporting (whether or not remediated) and (2) no change in the Company’s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting (it being understood that the Company is not as of the date hereof required to comply with the auditor attestation requirements under Section 404 of the Sarbanes Oxley Act of 2002, as amended).

(xxv) Taxes and Tax Returns. All United States federal income tax returns of the Company and the Subsidiaries required by law to have been filed by them (taking into account any applicable extensions) have been filed and all taxes shown by such returns or otherwise assessed, which are due and payable, have been paid, in each case, except assessments against which appeals have been or will be promptly taken and as to which adequate reserves have been provided or insofar as the failure to do so would not reasonably be expected, singly or in the aggregate, to result in a Material Adverse Effect. The United States federal income tax returns of the Company through the fiscal year ended September 30, 2020 have been filed, and no assessment in connection therewith has been made against the Company. The Company and the Subsidiaries have filed all other tax returns that are required to have been filed by them (taking into account any applicable extensions) pursuant to applicable foreign, state, local or other law and have paid all taxes due pursuant to such returns or pursuant to any assessment received by the Company and the Subsidiaries, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been established by the Company or, in each case, insofar as the failure to pay such taxes or file such returns would not reasonably be expected to result in a Material Adverse Effect. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any current assessments or re-assessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not reasonably be expected to result in a Material Adverse Effect.

(xxvi) Insurance. The Company and the Subsidiaries carry or are entitled to the benefits of insurance, with financially sound and reputable insurers, in such amounts and covering such risks as the Company reasonably believes is prudent, and all such insurance is in full force and effect. The Company has no reason to believe that it or any of the Subsidiaries will not be able (A) to renew its existing insurance coverage as and when such policies expire or (B) to obtain comparable coverage from similar institutions as may be

necessary or appropriate to conduct its business as now conducted and at a cost that would not reasonably be expected to result in a Material Adverse Effect.

(xxvii) Investment Company Act. The Company is not required and, upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Prospectus, will not be required to register as an “investment company” as such term is used in the 1940 Act.

(xxviii) Stabilization and Manipulation. The Company has not taken, nor will it take, directly or indirectly, without giving effect to any activities by the Sales Agent, any action designed, or that would reasonably be expected, to cause or result in, or that constitutes, any stabilization or manipulation of the price of the Securities, other than activity permitted pursuant to Rule 10b-18 under the 1934 Act.

(xxix) Foreign Corrupt Practices Act. None of the Company, any of the Subsidiaries, or, to the knowledge of the Company, any director, officer or employee of the Company or any of the Subsidiaries or any agent, controlled affiliate or other person acting on behalf of the Company or any of the Subsidiaries is aware of, has taken or will take any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “FCPA”), including making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and to the knowledge of the Company, the Company and its Subsidiaries have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(xxx) Anti-Money Laundering Laws. The operations of the Company and the Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable anti-money laundering statutes of the jurisdictions in which the Company and the Subsidiaries conduct business, the rules and regulations thereunder and any other relevant laws, rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the “Anti-Money Laundering Laws”); and no action, suit or proceeding by or before any Governmental Entity involving the Company or any of the Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(xxxi) OFAC. None of the Company, any of the Subsidiaries, or, to the knowledge of the Company, any director, officer or employee of the Company or any of the Subsidiaries or any agent, controlled affiliate or other person acting on behalf of the Company or any of the Subsidiaries is an individual or entity (“Person”), or is controlled

by a Person that is, (i) currently the subject or target of any sanctions administered or enforced by the United States Government, including the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), or (ii) located, organized or resident in a country or territory that is itself the subject of Sanctions. In the past five (5) years, the Company and the Subsidiaries have not knowingly engaged in, and are not now knowingly engaged in, any unauthorized dealings or transactions with any Person that at the time of the dealing or transaction is or was the subject or target of Sanctions.

(xxxii) Lending Relationship. Except as disclosed in the Registration Statement and the Prospectus, the Company (i) does not have any material lending or other relationship with any bank or lending affiliate of the Sales Agent and (ii) does not intend to use any of the proceeds from the sale of the Securities to repay any outstanding debt owed to any affiliate of the Sales Agent.

(xxxiii) Statistical and Market-Related Data. Any statistical and market-related data included or incorporated by reference in the Registration Statement or the Prospectus are based on or derived from sources that the Company believes to be reliable and accurate and, to the extent required, the Company has obtained the written consent to the use of such data from such sources.

(xxxiv) Related Party Transactions. There are no business relationships or related party transactions involving the Company, any of the Subsidiaries or any other person required to be described in the Registration Statement or the Prospectus which have not been described as required.

(xxxv) Notification of Election. When the Notification of Election was filed with the Commission, it (A) contained all statements required to be stated therein in accordance with, and complied in all material respects with the requirements of, the 1940 Act and (B) did not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(xxxvi) Investment Management Agreement and Administration Agreement. (A) The terms of the Investment Management Agreement and the Administration Agreement, including compensation terms, comply in all material respects with all applicable provisions of the 1940 Act, the 1940 Act Regulations and the Investment Advisers Act of 1940, as amended, and the rules and regulations thereunder (collectively, the "Advisers Act") and (B) the approvals by the board of directors and the stockholders of the Company of the Investment Management Agreement and the Administration Agreement have been made in accordance with the requirements of Section 15(a) and (c) of the 1940 Act and the 1940 Act Regulations applicable to companies that have elected to be regulated as business development companies under the 1940 Act. Each of the Investment Management Agreement and the Administration Agreement has been duly authorized, executed and delivered by the Company and is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as

the enforcement thereof may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or thereafter in effect relating to creditors' rights generally and (ii) general principles of equity and the discretion of the court before which any proceeding therefor may be brought.

(xxxvii) Interested Persons. Except as disclosed in the Registration Statement and the Prospectus (A) no person is serving or acting as an officer, director or investment adviser of the Company, except in accordance with the provisions of the 1940 Act and the Advisers Act, and (B) to the knowledge of the Company, no director of the Company is an "interested person" (as defined in the 1940 Act) of the Company or an "affiliated person" (as defined in the 1940 Act) of the Sales Agent.

(xxxviii) Business Development Company. (A) The Company has duly elected to be treated by the Commission under the 1940 Act as a business development company, such election is effective and all required action has been taken by the Company under the 1933 Act and the 1940 Act to make the public offering and consummate the sale of the Securities as provided in this Agreement; (B) the provisions of the charter and bylaws of the Company, and the investment objectives, policies and restrictions described in the Prospectus comply in all material respects with the requirements of the 1940 Act applicable to business development companies; and (C) the operations of the Company are in compliance in all material respects with the provisions of the 1940 Act and the 1940 Act Regulations applicable to business development companies.

(xxxix) No Extension of Credit. The Company has not, directly or indirectly, extended credit, agreed to extend credit, arranged to extend credit or renewed any extension of credit, in the form of a personal loan, to or for any director or executive officer of the Company or any of the Subsidiaries, or to or for any family member or affiliate of any director or executive officer of the Company or any of the Subsidiaries.

(xl) Regulated Investment Company. The Company has elected to be treated, and has operated, and intends to continue to operate, its business in such a manner as to enable the Company to continue to qualify as a regulated investment company under Subchapter M of U.S. Internal Revenue Code of 1986, as amended (the "Code"). The Company intends to direct the investment of the proceeds of the offering of the Securities in a manner as to comply with the requirements of Subchapter M of the Code.

(xli) Sarbanes-Oxley Act. To the extent applicable to the Company on the date hereof, there is and has been no failure on the part of the Company or, to the knowledge of the Company, any of the Company's directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including Section 402 related to loans and Sections 302 and 906 related to certifications.

(xlii) Forward-Looking Statements. No forward-looking statement (within the meaning of Section 27A of the 1933 Act and Section 21E of the 1934 Act) contained in the Registration Statement or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(xlili) IT Systems. The Company and the Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and the Subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants, except, in each case, as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. The Company and the Subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all material IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("Personal Data")) used in connection with their businesses, and there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except, in each case, as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. The Company and the Subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification, except, in each case, as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

(b) *Representations and Warranties by the Adviser and the Administrator.* The Adviser and the Administrator, jointly and severally, represent to the Sales Agent as of the date hereof, the Applicable Time, each Representation Date (as defined below) and any Date of Delivery (as defined below), and agrees with the Sales Agent, as follows:

(i) No Material Adverse Change in Business. Except as otherwise stated therein, since the respective dates as of which information is given or incorporated by reference in the Registration Statement or the Prospectus, there has been no material adverse change in the condition, financial or otherwise, or in the business, financial condition, capitalization, prospects or regulatory status of the Adviser or the Administrator, whether or not arising in the ordinary course of business, or on the ability of the Adviser or the Administrator to carry out its obligations under this Agreement, the Investment Management Agreement or the Administration Agreement (collectively, an "Adviser/Administrator Material Adverse Effect").

(ii) Good Standing. Each of the Adviser and the Administrator has been duly organized and is validly existing as a limited liability company, in good standing under the laws of its state of organization and has limited liability company power and authority to own, lease and operate its properties and to conduct its business as described in the Registration Statement and the Prospectus and to enter into this Agreement and perform its obligations under this Agreement and the Investment Management Agreement; and each of the Adviser and the Administrator is duly qualified as a foreign entity to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of

business, except where the failure so to qualify or to be in good standing would not otherwise reasonably be expected to result in an Adviser/Administrator Material Adverse Effect.

(iii) Registration Under Advisers Act. The Adviser is duly registered with the Commission as an investment adviser under the Advisers Act and is not prohibited by the Advisers Act or the 1940 Act from acting under the Investment Management Agreement for the Company as contemplated by the Registration Statement and the Prospectus. There does not exist any proceeding or, to the Adviser's knowledge, any facts or circumstances the existence of which could lead to any proceeding which might adversely affect the registration of the Adviser with the Commission.

(iv) Absence of Proceedings. Except as disclosed in the Registration Statement and the Prospectus, there is no action, suit, proceeding or, to the knowledge of the Adviser or the Administrator, inquiry or investigation before or brought by any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Adviser or the Administrator or any of their properties, assets or operations now pending or, to the knowledge of the Adviser or the Administrator, threatened, against or affecting the Adviser or the Administrator, which is required to be disclosed in the Registration Statement (other than as disclosed therein) or which would reasonably be expected to result in an Adviser/Administrator Material Adverse Effect, or which would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement, the Securities, the Investment Management Agreement or the Administration Agreement or the performance by the Adviser or the Administrator of its obligations hereunder or thereunder.

(v) Absence of Violations and Defaults. Neither the Adviser nor the Administrator is (A) in violation of its limited liability company agreement, (B) in default under any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Adviser or the Administrator is a party or by which it may be bound or to which any of its properties or assets is subject (collectively, the "Adviser/Administrator Agreements and Instruments"), except for such defaults that would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect, or (C) in violation of any applicable law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Adviser or the Administrator or any of their properties, assets or operations, except for such violations that would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect.

(vi) Absence of Conflicts. The execution, delivery and performance of this Agreement, the performance of the Investment Management Agreement and the Administration Agreement and the consummation of the transactions contemplated herein and therein and in the Registration Statement and the Prospectus (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described therein under the caption "Use of Proceeds") and compliance by the Adviser and

the Administrator with their obligations hereunder and thereunder do not and will not, whether with or without the giving of notice of passage of time or both, conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Adviser or the Administrator or pursuant to, the Adviser/Administrator Agreements and Instruments (except for such conflicts, breaches, defaults, events or conditions giving the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Adviser or the Administrator, or liens, charges or encumbrances that would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect), nor will such action result in any violation of the provisions of (a) the limited liability company agreement of the Adviser or the Administrator, or (b) any applicable law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Adviser or the Administrator or any of their properties, assets or operations except, in the case of (b) above, for any violation that would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect.

(vii) Authorization of this Agreement. This Agreement has been duly authorized, executed and delivered by each of the Adviser and the Administrator.

(viii) Investment Management Agreement and Administration Agreement. Each of the Investment Management Agreement and Administration Agreement has been duly authorized, executed and delivered by the Adviser or the Administrator, as applicable, and is a valid and binding obligation of the Adviser or the Administrator, as applicable, enforceable against it in accordance with its terms, except as the enforcement thereof may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or thereafter in effect relating to creditors' rights generally and (ii) general principles of equity and the discretion of the court before which any proceeding therefor may be brought.

(ix) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Adviser or the Administrator of their obligations hereunder or, in connection with the offering, the issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, the Investment Management Agreement, the Administration Agreement or the Prospectus (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described in the Prospectus under the caption "Use of Proceeds"), except (A) such as have been already made or obtained, including under the 1933 Act, the 1933 Act Regulations, state securities laws or the rules of FINRA and (B) where the failure to obtain any such filing, authorization, approval, consent, license, order, registration, qualification or decree would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect.

(x) Descriptions of Adviser and Administrator. The descriptions of the Adviser and the Administrator contained in the Registration Statement and the Prospectus does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(xi) Possession of Licenses and Permits. Each of the Adviser and the Administrator possesses such Governmental Licenses issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by it, except where the failure so to possess would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect. Each of the Adviser and the Administrator is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect. Each of the Adviser and the Administrator has not received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to result in an Adviser/Administrator Material Adverse Effect.

(xii) Stabilization and Manipulation. Neither the Adviser nor the Administrator has taken, nor will take, directly or indirectly, without giving effect to any activities by the Sales Agent, any action designed, or that would reasonably be expected, to cause or result in, or which constitutes, the stabilization or manipulation of the price of the Securities, other than activity permitted pursuant to Rule 10b-18 under the 1934 Act.

(xiii) Foreign Corrupt Practices Act. None of the Adviser, the Administrator or, to the knowledge of the Adviser or the Administrator, any director, officer or employee of the Adviser or the Administrator or any agent, controlled affiliate or other person acting on behalf of the Adviser or the Administrator is aware of, has taken or will take any action, directly or indirectly, that would result in a violation by such persons of the FCPA, in connection with the business of the Company, including making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and to the knowledge of the Adviser or the Administrator, the Adviser and the Administrator have conducted its business, in relation to the Company, in compliance with the FCPA and has instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(xiv) Anti-Money Laundering Laws. The operations of the Adviser and the Administrator are and have been conducted at all times in compliance with applicable

financial recordkeeping and reporting requirements of the Anti-Money Laundering Laws; and no action, suit or proceeding by or before any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Adviser and the Administrator or any of their properties, assets or operations involving the Adviser or the Administrator with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Adviser or the Administrator, threatened.

(xv) OFAC. None of the Adviser, the Administrator or, to the knowledge of the Adviser or the Administrator, any director, officer or employee of the Adviser or the Administrator or any agent, controlled affiliate or other person acting on behalf of the Adviser or the Administrator is a Person, or is controlled by a Person that is, (i) currently the subject or target of Sanctions, or (ii) located, organized or resident in a country or territory that is itself the subject of comprehensive Sanctions (currently Crimea, Cuba, Iran, North Korea, and Syria). During the last five years, neither the Adviser nor the Administrator has knowingly engaged in, and is not now knowingly engaged in, any unauthorized dealings or transactions with any Person that at the time of the dealing or transaction is or was the subject or target of Sanctions.

(xvi) Key Employees. Neither the Adviser nor the Administrator is aware that (i) any of its executives, key employees or significant group of employees plans to terminate employment with the Adviser or the Administrator or (ii) any such executive or key employee is subject to any noncompete, nondisclosure, confidentiality, employment, consulting or similar agreement that would be violated by either the Adviser's or the Administrator's present or proposed business activities, except, in each case, as would not reasonably be expected, singly or in the aggregate, to result in an Adviser/Administrator Material Adverse Effect.

(xvii) No Labor Disputes. No labor disturbance by or dispute with employees of the Adviser or the Administrator or any of their subsidiaries exists or, to the knowledge of the Adviser or the Administrator, is contemplated or threatened, and neither the Adviser nor the Administrator is aware of any existing or imminent labor disturbance by, or dispute with, the employees or any of its or its subsidiaries' principal suppliers, contractors or customers, except in each case as would not reasonably be expected to result in an Adviser/Administrator Material Adverse Effect.

(xviii) Accounting Controls. The Adviser and the Administrator maintain systems of internal accounting controls sufficient to provide reasonable assurance that (A) transactions effectuated by them under the Investment Management Agreement and the Administration Agreement, as applicable, are executed in accordance with its management's general or specific authorization; (B) access to the Company's consolidated assets that are in its possession or control is permitted only in accordance with its management's general or specific authorization; (C) transactions for which it has bookkeeping and record-keeping responsibility under the Investment Management Agreement and the Administration Agreement are recorded as necessary to permit preparation of the Company's financial statements in conformity with GAAP and to maintain financial statements in conformity with GAAP and to maintain accountability for

the Company's assets and (D) the recorded accountability for such assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(xix) Financial Resources. Each of the Adviser and the Administrator has the financial resources available to it necessary for the performance of its services and obligations as contemplated by the Registration Statement, the Prospectus and the Investment Management Agreement.

(c) Officer's Certificates. Any certificate signed by any officer of the Company, any of the Subsidiaries, the Adviser or the Administrator delivered to the Sales Agent or to counsel for the Sales Agent shall be deemed a representation and warranty by the Company, the Adviser or the Administrator, as applicable, to the Sales Agent as to the matters covered thereby.

SECTION 2. Sale and Delivery of Securities.

(a) On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Company agrees to sell Securities from time to time through the Sales Agent, and the Sales Agent agrees to use its commercially reasonable efforts to sell, as sales agent for the Company, the Securities on the following terms.

(i) Each time that the Company wishes to sell Securities on any day that is a trading day for the Nasdaq Global Select Market (a "Trading Day") (other than a Trading Day on which the Nasdaq Global Select Market is scheduled to close prior to its regular weekday closing time) pursuant to this Agreement (each, a "Placement"), the Company will instruct the Sales Agent in writing of the parameters in accordance with which it desires Securities to be sold, which shall at a minimum include the number of Securities to be offered, the time period during which sales are requested to be made, the minimum price below which sales may not be made and any limitation on the number of Securities that may be sold in any one day (a "Placement Notice"). The Sales Agent will, prior to 4:30 p.m. (New York City time) or, if later, within three hours after receipt of the Placement Notice, on the same business day (as defined below) on which such Placement Notice is delivered to the Sales Agent, issue to the Company a notice by email addressed to all of the Authorized Representatives (as defined below) confirming all of the parameters of the Placement. The Placement Notice shall be effective upon receipt by any of the Authorized Representatives of the email notice from the Sales Agent, unless and until (i) the entire amount of the Securities covered by the Placement Notice have been sold, (ii) in accordance with Section 2(a)(ii) hereof, the Company or the Sales Agent suspends or terminates the Placement Notice, (iii) the Company issues a subsequent Placement Notice with parameters superseding those on the earlier dated Placement Notice, or (iv) this Agreement has been terminated under the provisions of Section 9. Subject to the terms and conditions hereof, the Sales Agent shall use its commercially reasonable efforts to offer and sell all of the Securities designated in the Placement Notice; provided, however, that the Sales Agent shall have no obligation to offer or sell any Securities, and the Company acknowledges and agrees that the Sales Agent shall have no such obligation in the event an offer or sale of the Securities on behalf of the Company may in the judgment of the

Sales Agent constitute the sale of a “block” under Rule 10b-18(a)(5) under the 1934 Act, or a “distribution” within the meaning of Rule 100 of Regulation M under the 1934 Act or the Sales Agent reasonably believes it may be deemed an “underwriter” under the 1933 Act in a transaction that is other than (A) by means of ordinary brokers’ transactions between members of the Nasdaq Global Select Market that qualify for delivery of a Prospectus to the Nasdaq Global Select Market in accordance with Rule 153 under the 1933 Act or (B) directly on or through an electronic communication network, a “dark pool” or any similar market venue (the transactions described in (A) and (B) are hereinafter referred to as “At the Market Offerings”). In the event of a conflict between the terms of this Agreement and the terms of any Placement Notice, the terms of such Placement Notice will control.

(ii) Notwithstanding the foregoing, the Company or the Sales Agent may, upon notice to the other party by telephone (confirmed promptly by electronic mail from such party), suspend the offering of the Securities pursuant to this Agreement or suspend or terminate a previously issued Placement Notice; provided, however, that such suspension or termination shall not affect or impair the parties’ respective obligations with respect to the Securities sold hereunder prior to the giving of such notice. Each of the parties agrees that no such notice shall be effective against the other unless it is made to one of its authorized representatives as set forth on Schedule B hereto (the “Authorized Representatives”), as such Schedule may be amended from time to time.

(iii) The Sales Agent hereby covenants and agrees not to make any sales of the Securities on behalf of the Company, pursuant to this Section 2(a), other than (A) by means of At the Market Offerings and (B) such other sales of the Securities on behalf of the Company in its capacity as agent of the Company as shall be agreed by the Company and the Sales Agent.

(iv) The gross sales price of any Securities sold pursuant to this Agreement by the Sales Agent, as an agent of the Company, shall be the market price prevailing at the time of sale for Securities sold by the Sales Agent on the Nasdaq Global Select Market or otherwise, at prices related to prevailing market prices or, subject to specific instructions of the Company, at negotiated prices. The compensation to the Sales Agent, as an agent of the Company, for sales of the Securities shall be at a mutually agreed rate up to 2.0% of the gross sales price of the Securities sold pursuant to this Section 2(a). The foregoing rate of compensation shall not apply when the Sales Agent acts as principal, in which case the Company may sell Securities to the Sales Agent as principal at a price agreed upon at the relevant applicable time pursuant to a separate agreement (each, a “Terms Agreement”) relating to such sale. The remaining proceeds, after further deduction for any transaction fees imposed by any governmental or self-regulatory organization in connection with such sales, shall constitute the net proceeds to the Company for such Securities (the “Net Proceeds”). The Sales Agent shall notify the Company as promptly as practicable if any deduction referenced in the preceding sentence will be made.

(v) The Sales Agent shall provide written confirmation to the Company as soon as practicable following the close of trading on the Nasdaq Global Select Market each day on which the Securities are sold under this Section 2(a) setting forth the aggregate

amount of the Securities sold on such day, the aggregate Net Proceeds to the Company, and the aggregate compensation payable by the Company to the Sales Agent with respect to such sales.

(vi) Settlement for sales of the Securities pursuant to this Section 2(a) will occur on the second Trading Day following the date on which such sales are made, unless another date shall be agreed upon by the Company and the Sales Agent (provided that, if such Trading Day is not a business day, then settlement will occur on the next succeeding Trading Day that is also a business day) (each such date, a “Settlement Date”). As used herein, the term “business day” means any day other than a Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law, regulation or executive order to close. On each Settlement Date, the Securities sold through the Sales Agent for settlement on such date shall be delivered by the Company (through its transfer agent) to the Sales Agent against payment of the Net Proceeds for the sale of such Securities. Settlement for all such Securities shall be effected by electronically transferring the Securities by the Company to the Sales Agent’s account, or to the account of the Sales Agent’s designee, at DTC through its Deposit and Withdrawal at Custodian System (“DWAC”) or by such other means of delivery as may be mutually agreed upon by the Company and the Sales Agent, which in all cases shall be freely tradable, transferable, registered shares eligible for delivery through DTC, in return for payments in same day funds delivered to the account designated by the Company. If the Company (or its transfer agent) shall default on its obligation to deliver the Securities on any Settlement Date, the Company shall (A) indemnify and hold the Sales Agent harmless against any loss, claim or damage arising from or as a result of such default by the Company and (B) pay the Sales Agent any commission to which it would otherwise be entitled absent such default. The Authorized Representatives, or any designees thereof as notified to the Sales Agent in writing, shall be the contact persons for the Company for all matters related to the settlement of the transfer of the Securities through DWAC for purposes of this Section 2(a)(vi).

(vii) Any obligation of the Sales Agent to use its commercially reasonable efforts to sell the Securities on behalf of the Company shall be subject to the continuing accuracy of the representations and warranties of the Company, the Adviser and the Administrator, to the performance by the Company, the Adviser and the Administrator of their obligations hereunder and to the continuing satisfaction of the additional conditions specified in Section 3 of this Agreement.

(b) If the Company wishes to sell the Securities other than as set forth in Section 2(a) of this Agreement, it may elect, in its sole discretion, to notify the Sales Agent of the proposed terms of such sale. If the Sales Agent, acting as principal, wishes to accept such proposed terms (which it may decline to do for any reason in its sole discretion) or, following discussions with the Company, wishes to accept amended terms, the Company will enter into a Terms Agreement setting forth the terms of such Placement. In the event of a conflict between the terms of this Agreement and the terms of any Terms Agreement, the terms of such Terms Agreement will control. For avoidance of doubt, nothing contained in this Agreement shall be construed to require the Company to engage the Sales Agent in connection with the offer and sale of any of its

securities, including shares of the Common Stock, whether in connection with an underwritten offering or otherwise.

(c) In the event the Company engages the Sales Agent for a sale of Securities that would constitute the sale of a “block” under Rule 10b-18(a)(5) under the 1934 Act, or a “distribution,” within the meaning of Rule 100 of Regulation M under the 1934 Act, the Company and the Sales Agent will agree to compensation that is customary for the Sales Agent with respect to such transactions.

(d) Under no circumstances shall the Company cause or request the offer or sale of any Securities if, after giving effect to the sale of such Securities, the aggregate gross sales proceeds or the aggregate number of the Securities sold pursuant to this Agreement would exceed the amount available for offer and sale under the currently effective Registration Statement.

(e) If any party has reason to believe that the exemptive provisions set forth in Rule 101(c)(1) of Regulation M under the 1934 Act are not satisfied with respect to the Securities, it shall promptly notify the other parties and sales of the Securities under this Agreement shall be suspended until that or other exemptive provisions have been satisfied in the judgment of each party. Upon the reasonable request of the Company in writing to the Sales Agent (which such request may be by electronic mail), the Sales Agent shall promptly calculate and provide in writing to the Company a report setting forth, for the prior week, the average daily trading volume (as defined in Rule 100 of Regulation M under the 1934 Act) of the Common Stock.

(f) Each sale of the Securities to or through the Sales Agent shall be made in accordance with the terms of this Agreement or, if applicable, a Terms Agreement. The commitment of the Sales Agent to purchase the Securities pursuant to any Terms Agreement shall be deemed to have been made on the basis of the representations and warranties of the parties herein contained and shall be subject to the terms and conditions herein set forth. Each Terms Agreement shall specify the number of the Securities to be purchased by the Sales Agent pursuant thereto, the price to be paid to the Company for such Securities, any provisions relating to rights of, and default by, underwriters acting together with the Sales Agent in the reoffering of the Securities, any provisions relating to the granting of an option to purchase additional Securities for the purpose of covering over-allotments, and the time and date (each such time and date being referred to herein as a “Date of Delivery”) and place of delivery of and payment for such Securities. Such Terms Agreement shall also specify any requirements for opinions of counsel, accountants’ letters and officers’ certificates pursuant to Section 5 hereof and any other information or documents required by the Sales Agent.

(g) Subject to such further limitations on offers and sales of Securities or delivery of instructions to offer and sell Securities as are set forth herein and as may be mutually agreed upon by the Company and the Sales Agent offers and sales of Securities pursuant to this Agreement shall not be requested by the Company and need not be made by the Sales Agent at any time when or during any period in which the Company is in possession of material non-public information.

(h) The Company acknowledges and agrees that (A) there can be no assurance that the Sales Agent will be successful in selling the Securities, (B) the Sales Agent will not incur liability or obligation to the Company or any other person or entity if such Sales Agent does not

sell Securities for any reason other than a failure by the Sales Agent to use its commercially reasonable efforts consistent with its normal trading and sales practices and applicable law and regulations to sell such Securities in accordance with the terms of this Agreement and (C) the Sales Agent shall not be under any obligation to purchase Securities on a principal basis pursuant to this Agreement, except as otherwise specifically agreed in writing by the Sales Agent and the Company. For purposes of clarification, the Sales Agent shall only be deemed to be acting as a sales agent under this Agreement during the period beginning with the delivery of a Placement Notice from the Company to the Sales Agent and ending upon the suspension or termination of such Placement Notice.

(i) The Company agrees that, during the term of this Agreement, any offer to sell, any solicitation of an offer to buy, or any sales of Securities or sales of Common Stock pursuant to any At the Market Offering (as defined herein and within the meaning of Rule 415(a)(4) under the 1933 Act) shall only be effected by or through the Sales Agent or the Other Agent. Notwithstanding the foregoing or anything to the contrary in this Agreement, during the term of this Agreement, any offer to sell, any solicitation of an offer to buy, or any sales of Securities or sales of Common Stock that do not constitute an At the Market Offering (as defined herein and within the meaning of Rule 415(a)(4) under the 1933 Act), including any underwritten offering or private placement transaction exempt from the requirements of the 1933 Act, may be effected by the Company by or through any person or entity in the Company's sole discretion.

SECTION 3. Covenants of the Company. The Company covenants with the Sales Agent as follows:

(a) *Compliance with Securities Regulations and Commission Requests*. The Company, subject to Section 3(c), will comply with the requirements of Rule 415, Rule 430B, Rule 497 and Rule 424(b), and will notify the Sales Agent immediately, and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement shall become effective or any amendment or supplement to the Prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus, or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment or of any order preventing or suspending the use of the Prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(d) or 8(e) of the 1933 Act concerning the Registration Statement and (v) if the Company becomes the subject of a proceeding under Section 8A of the 1933 Act in connection with the offering of the Securities. The Company will effect all filings required under Rule 424(b) and Rule 497 within the time period required by Rule 424(b) or Rule 497, as applicable, and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will use its commercially reasonable efforts to prevent the issuance of any stop order, prevention or suspension and, if any such order is issued, to obtain the lifting thereof at the earliest possible moment.

(b) *Filing of Amendments.* The Company will give the Sales Agent notice of its intention to file or prepare any amendment to the Registration Statement (including any filing under Rule 462(b)) or to the Prospectus and will furnish the Sales Agent with copies of any such documents within a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Sales Agent or counsel for the Sales Agent shall object. The Company shall give the Sales Agent notice of its intention to make any filings pursuant to the 1934 Act or the 1934 Rules and Regulations within 48 hours prior to the Applicable Time and will furnish the Sales Agent with copies of any such documents a reasonable amount of time prior to such proposed filing, as the case may be, and will not file or use any such document to which the Sales Agent or counsel for the Sales Agent shall reasonably object.

(c) *Continued Compliance with Securities Laws.* The Company will use its commercially reasonable efforts to comply with the 1933 Act and the 1933 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the Registration Statement and the Prospectus. If at any time when a prospectus relating to the Securities is required by the 1933 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Sales Agent or for the Company, to (i) amend the Registration Statement in order that the Registration Statement will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) amend or supplement the Prospectus in order that the Prospectus, as the case may be, will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser or (iii) amend the Registration Statement or amend or supplement the Prospectus, as the case may be, in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly (A) give the Sales Agent notice of such event, (B) prepare any amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement or the Prospectus comply with such requirements and, a reasonable amount of time prior to any proposed filing or use, furnish the Sales Agent with copies of any such amendment or supplement and (C) file with the Commission any such amendment or supplement. The Company will furnish to the Sales Agent such number of copies of such amendment or supplement as the Sales Agent may reasonably request. The Company has given the Sales Agent notice of any filings made pursuant to the 1934 Act or 1934 Act Regulations within 48 hours prior to the Applicable Time; the Company shall give the Sales Agent notice of its intention to make any such filing and shall furnish the Sales Agent with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be.

(d) *Delivery of Commission Filings.* The Company has furnished or, upon written request of the Sales Agent, shall deliver to the Sales Agent and counsel for the Sales Agent, without charge, conformed copies of the Registration Statement, as originally filed, and of each amendment thereto (including exhibits filed therewith) and conformed copies of all consents and certificates of experts, and will also deliver to the Sales Agent, without charge, a conformed copy of the Registration Statement as originally filed and of each amendment thereto (without exhibits) for the Sales Agent. The copies of the Registration Statement and each amendment thereto

furnished to the Sales Agent will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) *Delivery of Prospectuses.* The Company will furnish to the Sales Agent, without charge, during the period when a prospectus relating to the Securities is required to be delivered under the 1933 Act, such number of copies of the Prospectus (as amended or supplemented) as the Sales Agent may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Sales Agent will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(f) *Blue Sky Qualifications.* The Company will use its commercially reasonable efforts, in cooperation with the Sales Agent, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Sales Agent may designate and to maintain such qualifications in effect so long as reasonably required to complete the distribution of the Securities; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(g) *Rule 158.* The Company will make generally available to its securityholders as soon as practicable an earnings statement that satisfies the provisions of Section 11(a) of the 1933 Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the “effective date” (as defined in Rule 158) of the Registration Statement; provided that the Company will be deemed to have complied with such request by filing such an earnings statement on EDGAR.

(h) *Listing.* The Company will use its commercially reasonable best efforts to maintain the listing of the Common Stock (including the Securities) on the Nasdaq Global Select Market.

(i) *DTC.* The Company will cooperate with the Sales Agent and use its commercially reasonable efforts to permit the offered Securities to be eligible for clearance and settlement through the facilities of DTC.

(j) *Use of Proceeds; OFAC.* The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the Registration Statement and the Prospectus under “Use of Proceeds.” The Company will not directly or, to its knowledge, indirectly, use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions (to the extent that such action would result in the violation by any person (including any person participating in the transaction, whether as underwriter, adviser, investor or otherwise) of Sanctions) or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(k) *Reporting Requirements.* The Company, during the period when a Prospectus relating to the Securities is required to be delivered under the 1933 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and 1934 Act Regulations.

(l) *Business Development Company Status.* The Company will use its commercially reasonable efforts to maintain its status as a business development company; provided, however, the Company may cease to be, or withdraw its election as, a business development company, with the approval of the board of directors and a vote of stockholders as required by Section 58 of the 1940 Act or any successor provision.

(m) *Regulated Investment Company Status.* The Company will use its commercially reasonable efforts to maintain its qualification as a regulated investment company under Subchapter M of the Code for each full fiscal year during which it is a business development company under the 1940 Act.

(n) *Annual Compliance Reviews.* The Company will retain qualified accountants and qualified tax experts to (i) test procedures and conduct annual compliance reviews designed to determine compliance with the regulated investment company provisions of the Code and (ii) otherwise assist the Company in monitoring appropriate accounting systems and procedures designed to determine compliance with the regulated investment company provisions of the Code.

(o) *Accounting Controls.* The Company will use commercially reasonable efforts to establish and maintain a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to the Company's consolidated assets is permitted only in accordance with management's authorization; (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (E) material information relating to the Company and the assets managed by the Adviser is promptly made known to the officers responsible for establishing and maintaining the system of internal accounting controls; and (F) any significant deficiencies or weaknesses in the design or operation of internal accounting controls that could adversely affect the Company's ability to record, process, summarize and report financial data, and any fraud whether or not material that involves management or other employees who have a significant role in internal controls, are adequately and promptly disclosed to the Company's independent auditors and the audit committee of the Company's board of directors.

(p) *Disclosure Controls.* The Company will use commercially reasonable efforts to establish and employ disclosure controls and procedures that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and is accumulated and communicated to the Company's management, including its principal executive officer or officers and principal financial officer or officers, as appropriate to allow timely decisions regarding disclosure.

(q) *Issuer Free Writing Prospectus.* The Company represents and agrees that, without the prior consent of the Sales Agent (i) it will not distribute any offering material other than the Registration Statement or the Prospectus, and (ii) it has not made and will not make any offer relating to the Securities that would constitute a “free writing prospectus” as defined in Rule 405 under the 1933 Act, and which the parties agree, for the purposes of this Agreement, includes (x) any “advertisement” as defined in Rule 482 under the 1933 Act; and (y) any sales literature, materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the offering of the Securities, including any in-person roadshow or investor presentations (including slides and scripts relating thereto) made to investors by or on behalf of the Company.

(r) *Due Diligence Matters.* The Company will cooperate with any reasonable due diligence review conducted by the Sales Agent or its respective agents in connection with the transactions contemplated hereby, including, without limitation, providing information and making available documents and senior officers, during regular business hours and at the Company’s principal offices, as either Agent may reasonably request. The parties acknowledge that the due diligence review contemplated by this Section 2(r) will include, without limitation, during the term of this Agreement a quarterly diligence conference to occur within five business days after each 10-Q filing or 10-K filing whereby the Company will make its senior corporate officers available to address diligence inquiries of the Sales Agent and will provide such additional information and documents as the Sales Agent may reasonably request.

(s) *No Stabilization.* The Company will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(t) The Company agrees that any offer to sell, any solicitation of an offer to buy, or any sales of Securities pursuant to this Agreement, the Sales Agreement or any Terms Agreement shall only be effected by or through only one of Agent or the Other Agent, as applicable, at any given time as determined by the Company, but in no event by more than one of them, and the Company shall in no event request that more than one of Agent or the Other Agent sell Securities during such time period.

SECTION 4. Payment of Expenses. The Company shall pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation and filing of the Registration Statement, the Prospectus and any amendments or supplements thereto, and the printing and furnishing of copies of each thereof to the Sales Agent (including costs of mailing and shipment), (ii) the printing and delivery to the Sales Agent of this Agreement and such other documents as may be required in connection with the offering, purchase, sale or delivery of the Securities, (iii) the delivery of Securities to the Sales Agent, including any stock or other transfer taxes and any stamp or other duties payable upon the sale or delivery of the Securities to the Sales Agent, (iv) the fees and disbursements of the Company’s counsel, accountants and other advisors, (v) the qualification of the Securities under securities laws in accordance with the provisions of this Agreement, including filing fees and the reasonable fees and disbursements of counsel for the Sales Agent in connection therewith and in connection with the preparation of blue sky surveys and any supplement thereto, (vi) the printing and delivery to the Sales Agent of copies of the Prospectus and any amendments or supplements thereto, (vii) the

preparation and delivery to the Sales Agent of copies of the blue sky survey, if any, and any supplement thereto, (viii) the fees and expenses of any transfer agent or registrar for the Securities, (ix) the reasonable legal fees and expenses of counsel to the Sales Agent in connection with their performance under this Agreement, in an aggregate amount of \$40,000 in connection with the entry into this Agreement and the Sales Agreement and up to \$7,500 per fiscal quarter during the term of this Agreement and the Sales Agreement, which amount shall include legal fees and expenses relating to the review by FINRA of the terms of the sale of the Securities and (x) the filing fees incident to the review by FINRA of the terms of the sale of the Securities. Except as set forth herein, the Sales Agent will pay all of its other out-of-pocket costs and expenses incurred in connection with entering into this Agreement and the transactions contemplated by this Agreement, including, without limitation, travel and similar expenses, whether or not the transactions contemplated hereby are consummated or this Agreement is terminated.

SECTION 5. Conditions of the Sales Agent's Obligations. The obligations of the Sales Agent hereunder are subject to the accuracy of the representations and warranties of the Company, the Adviser and the Administrator contained herein or in certificates of any officer of the Company, any of the Subsidiaries, the Adviser or the Administrator delivered pursuant to the provisions hereof, to the performance by the Company, the Adviser and the Administrator of their respective covenants and other obligations hereunder, and to the following further conditions:

(a) *Registration Statement.* No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no order preventing or suspending the use of any Issuer Free Writing Prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, contemplated; and the Company has complied with each request (if any) from the Commission for additional information in connection with the Registration Statement. Any required filing of each Issuer Free Writing Prospectus pursuant to Rule 433 has been made in the manner and within the time period required by Rule 433(d).

(b) *Opinions of Counsel for the Company, the Adviser and the Administrator.* Within five business days after (i) each date on which the Company files a quarterly report on Form 10-Q or an annual report on Form 10-K, (ii) each date on which Securities are delivered to the Sales Agent pursuant to a Terms Agreement, or (iii) such date as the Sales Agent may reasonably request (the date of commencement of the offering of the Securities under this Agreement, the date of commencement of the offering of the Securities under this Agreement following the termination of a Suspension Period and each date referred to in subclauses (i), (ii) and (iii) above, each a "Representation Date"), the Sales Agent shall have received the favorable opinions, dated the Representation Date, of Dechert LLP, counsel for the Company, the Adviser and the Administrator, and of Venable LLP, counsel for the Company, in form and substance reasonably satisfactory to counsel for the Sales Agent. Such counsels may state that insofar as such opinions involve factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Company and the Subsidiaries, the Adviser and the Administrator and certificates of public officials.

(c) *Opinion of Counsel for the Sales Agent.* Within five business days after each Representation Date, the Sales Agent shall have received the favorable opinion, dated the Representation Date, of Proskauer Rose LLP, counsel for the Sales Agent. Such counsel may also

state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers and other representatives of the Company, the Subsidiaries, the Adviser and the Administrator and certificates of public officials.

(d) *Officers' Certificates.*

(i) Within five business days after each Representation Date, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Registration Statement, or the Prospectus, any material adverse change in the business, properties, management, financial condition, prospects or results of operations of the Company and the Subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, and the Sales Agent shall have received a certificate of the chief executive officer or the president of the Company and of the chief financial or chief accounting officer of the Company, dated the Representation Date, to the effect that (A) there has been no such material adverse change, (B) the representations and warranties of the Company in Section 1(a) of this Agreement are true and correct with the same force and effect as though expressly made at and as of the Representation Date, (C) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Representation Date, and (D) no stop order suspending the effectiveness of the Registration Statement under the 1933 Act has been issued, no order preventing or suspending the use of the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to their knowledge, contemplated by the Commission.

(ii) Within five business days after each Representation Date, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Prospectus, an Adviser/Administrator Material Adverse Effect, and the Sales Agent shall have received certificates of the managing member of each of the Adviser and the Administrator, dated the Representation Date, to the effect that (A) there has been no such Adviser/Administrator Material Adverse Effect with respect to the Adviser or the Administrator, as applicable, (B) the representations and warranties of the Adviser or the Administrator, as applicable, in Section 1(b) of this Agreement are true and correct with the same force and effect as though expressly made at and as of the Representation Date and (C) the Adviser or the Administrator, as applicable, has complied with all agreements and satisfied all conditions on their part to be performed or satisfied at or prior to the Representation Date.

(e) *Accountant's Comfort Letter.* Within five business days after each Representation Date, the Sales Agent shall have received from RSM US LLP a letter, dated such date, in form and substance satisfactory to the Sales Agent, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the Company's financial statements and certain financial information included or incorporated by reference in the Registration Statement and the Prospectus.

(f) *Additional Documents.* Within five business days after each Representation Date, counsel for the Sales Agent shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale

of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company, the Adviser and the Administrator in connection with the issuance and sale of the Securities as herein contemplated shall be satisfactory in form and substance to the Sales Agent and counsel for the Sales Agent.

SECTION 6. Indemnification.

(a) *Indemnification of the Sales Agent by the Company, the Adviser and the Administrator.* The Company, the Adviser and the Administrator, severally and not jointly, agree to indemnify and hold harmless the Sales Agent, its affiliates (as such term is defined in Rule 501(b) under the 1933 Act (each, an “Affiliate”)), its selling agents and each person, if any, who controls the Sales Agent within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including any Rule 430B Information, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact included (A) in any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), or (B) in any materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the offering of the Securities (“Marketing Materials”), including any road show as defined in Rule 433(h) under the 1933 Act (a “road show”) or investor presentations made to investors by the Company (whether in person or electronically), or the omission or alleged omission in any Issuer Free Writing Prospectus, the Prospectus or any Marketing Materials of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 6(d) below) any such settlement is effected with the written consent of the Company; and

(iii) against any and all expense whatsoever, as incurred (including the reasonably incurred and documented fees and disbursements of counsel chosen by the Sales Agent), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above; provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent

arising out of any untrue statement or omission or alleged untrue statement or omission made in the Registration Statement (or any amendment thereto), including any Rule 430B Information or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Sales Agent Information; and provided, further the Adviser's indemnity shall only apply to statements described in (i) above regarding the Adviser and the Administrator's indemnity shall apply only to statements described in (i) above regarding the Administrator.

(b) *Indemnification of Company, Directors, Officers, Adviser and Administrator.* The Sales Agent agrees to indemnify and hold harmless the Company, the Adviser, the Administrator their directors, each of the Company's officers who signed the Registration Statement and each person, if any, who controls the Company, the Adviser or the Administrator within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), including any Rule 430B Information, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Sales Agent Information.

(c) *Actions against Parties; Notification.* Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced (through the forfeiture of substantive rights and defenses) as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 6(a) above, counsel to the indemnified parties shall be selected by the Sales Agent, and, in the case of parties indemnified pursuant to Section 6(b) above, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Settlement without Consent if Failure to Reimburse.* If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party

for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

SECTION 7. Contribution. If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, the Adviser and the Administrator, on the one hand, and the Sales Agent, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, the Adviser and the Administrator, on the one hand, and of the Sales Agent, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations. For the avoidance of doubt, the Adviser's and the Administrator's contribution agreement shall only apply to instances in which the Adviser or the Administrator has an indemnity obligation as described above in Section 6(a).

The relative benefits received by the Company, the Adviser and the Administrator, on the one hand, and the Sales Agent, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company, on the one hand, and the total commissions received by the Sales Agent, on the other hand, in each case as set forth on the cover of the Prospectus, bear to the aggregate Net Proceeds.

The relative fault of the Company, the Adviser and the Administrator, on the one hand, and the Sales Agent, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company, the Adviser and the Administrator or by the Sales Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company, the Adviser, the Administrator and the Sales Agent agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by

any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7, the Sales Agent shall not be required to contribute any amount in excess of the commissions received by the Sales Agent in connection with the Securities sold by it.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Notwithstanding anything in this Agreement to the contrary, any indemnification and contribution by the Company shall be subject to the requirements and limitations of Section 17(i) of the 1940 Act and any applicable guidance from the Commission or its staff thereunder.

For purposes of this Section 7, each person, if any, who controls the Sales Agent within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and the Sales Agent's Affiliates and selling agents shall have the same rights to contribution as the Sales Agent, and each director of the Company, each officer of the Company who signed the Registration Statement, and each person, if any, who controls the Company, the Adviser or the Administrator within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company, the Adviser or the Administrator, as the case may be.

SECTION 8. Representations, Warranties and Agreements to Survive. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company, any of the Subsidiaries, the Adviser or the Administrator submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Sales Agent or its Affiliates or selling agents, any person controlling the Sales Agent, its officers or directors or any person controlling the Company and (ii) delivery of and payment for the Securities.

SECTION 9. Termination of Agreement.

(a) *Termination by the Company, the Adviser and the Administrator.* The Company, the Adviser and the Administrator may terminate this Agreement, by giving one day advance notice to the Sales Agent, at any time.

(b) *Termination by the Sales Agent.* The Sales Agent may terminate this Agreement, by giving one day advance notice to the Company, at any time (i) if there has been, in the judgment of the Sales Agent, since the time of execution of this Agreement or since the respective dates as of which information is given in the Registration Statement or the Prospectus, any material adverse change in the business, properties, management, financial condition, prospects or results of operations of the Company and the Subsidiaries taken as one enterprise or the Adviser or the Administrator, whether or not arising in the ordinary course of business, which would make it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities on the terms and in the manner contemplated in the Registration Statement and the Prospectus, (ii) if there has occurred any material adverse change in the financial markets in the

United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Sales Agent, impracticable or inadvisable to proceed with the completion of the offering or to enforce contracts for the sale of the Securities, (iii) if trading in any securities of the Company has been suspended or materially limited by the Commission or The Nasdaq Stock Market, (iv) if trading generally on the NYSE Amex or The New York Stock Exchange or The Nasdaq Stock Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by order of the Commission, FINRA or any other governmental authority, (v) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or with respect to Clearstream or Euroclear systems in Europe, or (vi) if a banking moratorium has been declared by either Federal or New York authorities.

(c) *Liabilities.* If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, provided that Sections 1, 6, 7, 8, 14, 15 and 16 shall survive such termination and remain in full force and effect.

SECTION 10.No Joint Venture. The Company, the Adviser, the Administrator and the Sales Agent expressly acknowledge, understand and agree that the Sales Agent and the Other Agent are not, and shall not be deemed for any purpose, to be acting as a joint venture or partner of one another and that neither the Sales Agent nor the Other Agent assume responsibility or liability, express or implied, for any actions or omissions of, or the performance of services by the Sales Agent or the Other Agent, respectively, in connection with the offering of the shares of Common Stock pursuant to this Agreement or the Sales Agreement, or otherwise. The obligations of the Sales Agent hereunder and of the Other Agent under the Sales Agreement shall be several and not joint.

SECTION 11.Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Sales Agent shall be directed to Raymond James & Associates, Inc. at 880 Carillon Parkway, St. Petersburg, Florida 33716, facsimile No. (901) 579-4891 and (727) 567-8750, Attention: Larry M. Herman, Managing Director/Financial Services Investment Banking and Thomas Donegan, General Counsel/Global Equities & Investment Banking, with a copy (which shall not constitute notice) to Proskauer Rose LLP at 1001 Pennsylvania Ave., NW, Suite 600 South, Washington, D.C. 20004, Attention: William Tuttle. Notices to the Company, the Adviser and the Administrator shall be directed to them at 590 Madison Avenue, 15th Floor, New York, NY 10022, facsimile No. (212) 905-1075, Attention: Arthur Penn.

SECTION 12.No Advisory or Fiduciary Relationship. The Company acknowledges and agrees that (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the public offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the Sales Agent, on the other hand, (b) in connection with the offering of the Securities and

the process leading thereto, the Sales Agent is and has been acting solely as a principal and is not the agent or fiduciary of the Company, any of the Subsidiaries or their respective stockholders, creditors, employees or any other party, (c) the Sales Agent has not assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to the offering of the Securities or the process leading thereto (irrespective of whether the Sales Agent has advised or is currently advising the Company or any of its subsidiaries on other matters) and the Sales Agent has no obligation to the Company with respect to the offering of the Securities except the obligations expressly set forth in this Agreement, (d) the Sales Agent and its respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and (e) the Sales Agent has not provided any legal, accounting, regulatory or tax advice with respect to the offering of the Securities and the Company has consulted its own respective legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

SECTION 13.Parties. This Agreement shall each inure to the benefit of and be binding upon the Sales Agent, the Company, the Adviser, the Administrator and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Sales Agent, the Company, the Adviser and the Administrator and their respective successors and the controlling persons and officers and directors referred to in Section 6 and 7 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Sales Agent, the Company, the Adviser and the Administrator and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from the Sales Agent shall be deemed to be a successor by reason merely of such purchase.

SECTION 14.Trial by Jury. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates), the Adviser, the Administrator and the Sales Agent hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 15.GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF NEW YORK.

SECTION 16.Consent to Jurisdiction; Waiver of Immunity. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in (i) the federal courts of the United States of America located in the City and County of New York, Borough of Manhattan or (ii) the courts of the State of New York located in the City and County of New York, Borough of Manhattan (collectively, the "Specified Courts"), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of

process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 17.TIME. TIME SHALL BE OF THE ESSENCE OF THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH HEREIN, SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 18.Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

SECTION 19.Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 20.Recognition of the U.S. Special Resolution Regimes.

(a) In the event that the Sales Agent that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from the Sales Agent of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that the Sales Agent that is a Covered Entity or a BHC Act Affiliate of the Sales Agent becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against the Sales Agent are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) For purposes of this Section 20, a “BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). “Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Sales Agent, the Company, the Adviser and the Administrator in accordance with its terms.

Very truly yours,

PENNANTPARK FLOATING RATE CAPITAL LTD.

By: /s/ Arthur H. Penn
Name: Arthur H. Penn
Title: Chief Executive Officer

PENNANTPARK INVESTMENT ADVISERS, LLC

By: /s/ Arthur H. Penn
Name: Arthur H. Penn
Title: Managing Member

PENNANTPARK INVESTMENT ADMINISTRATION, LLC

By: /s/ Arthur H. Penn
Name: Arthur H. Penn
Title: Managing Member

[Signature Page to Sales Agreement – Raymond James]

CONFIRMED AND ACCEPTED,
as of the date first above written:

RAYMOND JAMES & ASSOCIATES, INC.

By: /s/ Larry Herman
Name: Larry Herman
Title: Managing Director

[Signature Page to Sales Agreement – Raymond James]

SCHEDULE SEQ SCHEDULE * ALPHABETIC A

Consolidated subsidiaries of the Company:

PennantPark Floating Rate Funding I, LLC

PennantPark Floating Rate Funding II, LLC

PennantPark CLO I, LLC

PennantPark CLO I, Ltd.

PennantPark CLO I Depositor, LLC

PFLT Investment Holdings, LLC

[Signature Page to Sales Agreement – Raymond James]

SCHEDULE SEQ SCHEDULE * ALPHABETIC B

Company Authorized Representatives

Arthur H. Penn
Richard Cheung

Sales Agent Authorized Representatives

Jeff Fordham
Jeanna Bryan

IF "1" = "1" "125213972v2" "" 125213972v2
28117909.1.BUSINESS

**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 Report on Form 10-Q 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;
 - 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;
 - 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.

Dated: August 3, 2022

/s/ Arthur H. Penn

Name: Arthur H. Penn

Title: Chief Executive Officer

**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 Report on Form 10-Q 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;

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;

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.

Dated: August 3, 2022

/s/ Richard T. Allorto, Jr.

Name: Richard T. Allorto, Jr.

Title: Chief Financial Officer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 (18 U.S.C. 1350)**

In connection with this Report on Form 10-Q for the three and nine months ended June 30, 2022 (the "Report") of PennantPark Floating Rate Capital, Ltd. (the "Registrant"), as filed with the Securities and Exchange Commission on the date hereof, I, Arthur H. Penn, 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, as amended; 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: August 3, 2022

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 (18 U.S.C. 1350)**

In connection with this Report on Form 10-Q for the three and nine months ended June 30, 2022 (the "Report") of PennantPark Floating Rate Capital, Ltd. (the "Registrant"), as filed with the Securities and Exchange Commission on the date hereof, I, Richard T. Allorto, Jr., 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, as amended; 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: August 3, 2022
