

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): September 14, 2020

**SARATOGA INVESTMENT CORP.**  
(Exact Name of Registrant as Specified in Charter)

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

**814-00732**  
(Commission  
File Number)

**20-8700615**  
(IRS Employer  
Identification No.)

**535 Madison Avenue**  
**New York, New York**  
(Address of Principal Executive Offices)

**10022**  
(Zip Code)

Registrant's telephone number, including area code (212) 750-3343

Not Applicable  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	SAR	New York Stock Exchange
6.25% Notes due 2025	SAF	New York Stock Exchange
7.25% Notes due 2025	SAK	New York Stock Exchange

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

Emerging growth company

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

**Item 1.01. Entry into a Material Definitive Agreement.**

On September 14, 2020, Saratoga Investment Corp. (the “Company”) entered into Amendment No. 5 to the Credit, Security and Management Agreement by and among Saratoga Investment Funding LLC as the Borrower, the Company as the Performance Guarantor, Saratoga Investment Advisors, LLC as the Manager, each financial institution that from time to time becomes a party thereto as a “Lender” and their respective successors and assigns Madison Capital Funding LLC as Administrative Agent, and U.S. Bank National Association as the Custodian (the “Amended Credit Facility”) to, among other things, (1) extend the commitment termination date of the credit facility from September 17, 2020 to September 17, 2021, (2) provide for the transition away from the LIBOR Rate in the market, and (3) expand the definition of Eligible Loan Asset to allow investments with certain recurring revenue features to qualify as Collateral. There is no change to the final maturity date of September 17, 2025.

With respect to the transition away from the LIBOR Rate, the Amended Credit Facility provides that if the Administrative Agent or the Required Lender determine, that (i) adequate and reasonable means do not exist for ascertaining the LIBOR Rate, or (ii) the administrator of the LIBOR Rate or a governmental authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the LIBOR Rate will no longer be made available or used for determining the interest rate of loans, then (x) if there exists a comparable successor or alternative interbank rate for deposits in Dollars that is, at such time, broadly accepted by the loan market in lieu of “LIBOR” and is reasonably acceptable to the Administrative Agent, such rate will be the “LIBOR Rate”, or (y) solely if no such broadly accepted comparable successor interbank rate exists at such time, the Administrative Agent will endeavor to establish an alternate rate of interest to the LIBOR Rate; provided that such amendment entered into by the Administrative Agent and the Borrower will provide that if such alternate rate of interest is less than 1.00%, such rate will be deemed to be 1.00% for purposes of the Amended Credit Facility.

With respect to the expansion of the Company’s investments that can qualify as an Eligible Loan Asset, the Amended Credit Facility allows to qualify as an Eligible Loan Asset a Senior Secured Loan, Last-Out Loan or Unitranche Loan with (i) a certain level of recurring revenue, (ii) a Loan-to-Value Ratio of forty-five percent (45%) or less, and (iii) no financial covenant based on “debt to EBITDA” to operating cash flow.

Capitalized terms under this Item 1.01, unless otherwise defined herein, have the meaning ascribed to them in the Amended Credit Facility. The foregoing description of the Amended Credit Facility does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended Credit Facility attached hereto as Exhibit 10.1.

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

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

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

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Amendment No. 5 to Credit, Security and Management Agreement, dated September 14, 2020, by and among Saratoga Investment Funding LLC, Saratoga Investment Corp., Saratoga Investment Advisors, LLC, Madison Capital Funding LLC and U.S. Bank National Association</a>

**SIGNATURES**

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

Date: September 17, 2020

SARATOGA INVESTMENT CORP.

By: /s/ Henri J. Steenkamp

Name: Henri J. Steenkamp

Title: Chief Financial Officer, Chief Compliance Officer  
and Secretary

**AMENDMENT NO. 5 TO CREDIT, SECURITY AND MANAGEMENT AGREEMENT**

This AMENDMENT NO. 5 TO CREDIT, SECURITY AND MANAGEMENT AGREEMENT (this "Amendment") is made as of September 14, 2020, by and among SARATOGA INVESTMENT FUNDING LLC, a Delaware limited liability company, as borrower (the "Borrower"), SARATOGA INVESTMENT CORP., a Maryland corporation, as Performance Guarantor (the "Performance Guarantor"), SARATOGA INVESTMENT ADVISORS, LLC, a Delaware limited liability company, as Manager (the "Manager"), each Lender party hereto, MADISON CAPITAL FUNDING LLC, as administrative agent (the "Administrative Agent"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("U.S. Bank"), not in its individual capacity, but solely as the custodian (together with its successors and assigns in such capacity, the "Custodian"). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

**RECITALS**

**WHEREAS**, the Borrower, the Performance Guarantor, the Manager, the financial institutions signatory thereto as Lenders, the Administrative Agent and the Custodian, each entered into that certain Credit, Security and Management Agreement, dated as of July 30, 2010, as restated by that certain Amendment No. 1 to Credit, Security and Management Agreement dated as of February 24, 2012, as amended by that certain Amendment No. 2 to Credit, Security and Management Agreement dated as of September 17, 2014, as amended by that certain Amendment No. 3 to Credit, Security and Management Agreement dated as of May 18, 2017 and as further amended by that certain Amendment No. 4 to Credit, Security and Management Agreement dated as of April 24, 2020 (as further amended, restated or otherwise modified, the "Credit Agreement");

**WHEREAS**, Borrower has requested that Administrative Agent and Lenders make certain amendments with respect to the Credit Agreement as set forth herein; and

**WHEREAS**, Borrower, Performance Guarantor, Manager, Administrative Agent, Custodian, and Lenders are willing to enter into this Amendment upon the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the matters set forth in the recitals and the covenants and provisions herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

2. Amendments to the Credit Agreement. As of the Fifth Amendment Effective Date (hereinafter defined), the Credit Agreement is hereby amended to delete the bold, stricken text (indicated textually in the same manner as the following example: stricken ~~text~~) and to add the bold, double-underlined text (indicated textually in the same manner as the following example: **double-underlined text**) as set forth in the pages of the Credit Agreement attached as Exhibit A hereto.

---

3. Representations and Warranties. Each of the Borrower, the Performance Guarantor and the Manager represents and warrants as of the date of this Amendment as follows (provided that, with respect to the representations and warranties in clause (g) below, the Borrower shall make such representations and warranties solely with respect to Section 4.1 of the Credit Agreement, the Performance Guarantor shall make such representations and warranties solely with respect to Section 4.2 of the Credit Agreement, and the Manager shall make such representations and warranties solely with respect to Section 7.5 of the Credit Agreement):

(a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation, and has full power, authority and legal right to own or lease its properties and conduct its business as such business is presently conducted;

(b) the execution and delivery of this Amendment and the consummation of the transactions provided for herein have been duly authorized by it by all necessary action on the part of such Person;

(c) The execution and delivery of this Amendment, the performance by it of the transactions contemplated hereby and the fulfillment of the terms hereof will not conflict with or result in any breach of any of the terms and provisions of, and will not constitute (with or without notice or lapse of time or both) a default under, its organizational documents or any material Contractual Obligation of such Person;

(d) this Amendment has been duly executed and delivered by it;

(e) this Amendment constitute the legal, valid and binding obligation of it enforceable against it in accordance with its terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity);

(f) all material approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required in connection with the due execution, delivery and performance by it of this Amendment have been obtained;

(g) the representations and warranties set forth in Sections 4.1, 4.2 and 7.5 of the Credit Agreement are true and correct on and as of the date hereof (except to the extent such representations and warranties expressly relate to a specific earlier date, in which case such representations and warranties shall be true and correct as of such earlier date); and

(h) no event has occurred, or would result from this Amendment, that constitutes an Event of Default or a Default or a Manager Event.

---

4. Conditions to Effectiveness. This Amendment shall become effective (the “Fifth Amendment Effective Date”) on the date on which:

(a) each party hereto shall have delivered an executed signature page to the Administrative Agent;

(b) the Administrative Agent shall have received the fees set forth in the Fee Letter dated as of the date hereof by and between the Administrative Agent and the Borrower; and

(c) the Administrative Agent shall have received such other documents, instruments, agreements and legal opinions as the Administrative Agent shall reasonably request in connection with the transactions contemplated by this Amendment.

5. Costs and Expenses. The Borrower hereby affirms its obligation under Section 12.8 of the Credit Agreement to reimburse the Administrative Agent for all reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation, negotiation, execution and delivery of this Amendment, including but not limited to the reasonable fees, charges and disbursements of attorneys for the Administrative Agent with respect thereto.

6. Post-Closing Delivery of Secretary’s Certificate. The Administrative Agent shall have received a Secretary’s Certificate (i) within 10 Business Days of the date hereof with respect to the Borrower and the Manager, and (ii) within 15 Business Days of the date hereof with respect to the Performance Guarantor, each in form and substance reasonably satisfactory to the Administrative Agent.

7. Miscellaneous.

(a) The descriptive headings of the various sections of this Amendment are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

(b) This Amendment shall constitute a Transaction Document.

(c) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by e-mail in portable document format (.pdf) or facsimile shall be effective as delivery of a manually executed counterpart of this Amendment.

(d) In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(e) This Amendment contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings.

(f) THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

---

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

SARATOGA INVESTMENT FUNDING LLC

By: /s/ Christian Oberbeck

Name: Christian Oberbeck

Title: CEO

MANAGER:

SARATOGA INVESTMENT ADVISORS, LLC

By: /s/ Henri Steenkamp

Name: Henri Steenkamp

Title: Chief Compliance Officer

PERFORMANCE GUARANTOR:

SARATOGA INVESTMENT CORP.

By: /s/ Christian Oberbeck

Name: Christian Oberbeck

Title: CEO

ADMINISTRATIVE AGENT  
AND LENDER:

MADISON CAPITAL FUNDING LLC, as Administrative  
Agent and Lender

By: /s/ David Kelly

Name: David Kelly

Title: Director

CUSTODIAN:

U.S. BANK NATIONAL ASSOCIATION, not in its  
individual capacity, but solely as Custodian

By: /s/ Biko Burt

Name: Biko Burt

Title: Vice President

*Amendment No. 5 to Credit, Security and Management Agreement*

---

Exhibit A

Amended Credit Agreement

(attached)

---