

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

**FORM 8-K**

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

**Date of Report (Date of earliest event reported): October 7, 2022**

**SLR Investment Corp.**

(Exact name of registrant as specified in its charter)

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

**814-00754**  
(Commission  
File Number)

**26-1381340**  
(I.R.S. Employer  
Identification No.)

**500 Park Avenue**  
**New York, New York 10022**  
(Address of Principal Executive Offices) (Zip Code)

**(212) 993-1670**  
(Registrant's telephone number, including area code)

(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:

- 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 \$0.01 per share	SLRC	The NASDAQ Global Select Market

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

Emerging growth company

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

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

On October 7, 2022, SLR Investment Corp. (the “Company”) entered into an amended and restated limited liability company agreement (the “LLC Agreement”) with Sunstone Senior Credit L.P. (the “Investor”) to create a joint venture vehicle, SLR Senior Lending Program LLC (“SSLP”). SSLP is expected to invest primarily in senior secured cash flow loans. The Company and the Investor have each made initial equity commitments to SSLP of \$50 million, resulting in a total equity commitment of \$100 million. In addition, SSLP is expected to be levered with third party financing. Investment decisions and all other material decisions in respect of SSLP must be approved by representatives of the Company and the Investor.

The description above is only a summary of the material provisions of the LLC Agreement and is qualified in its entirety by reference to the copy of the form of LLC Agreement which is filed as Exhibit 10.1 to this current report on Form 8-K and is incorporated herein by reference thereto.

**Item 7.01. Regulation FD Disclosure.**

On October 12, 2022, the Company issued a press release, the text of which is attached hereto as Exhibit 99.1.

The information disclosed under this Item 7.01, including Exhibit 99.1 hereto, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 and shall not be deemed incorporated by reference into any filing made under the Securities Act of 1933, except as expressly set forth by specific reference in such filing.

**Item 9.01 Financial Statements and Exhibits.**

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Form of SLR Senior Lending Program LLC Amended and Restated Limited Liability Company Agreement, dated as of October 7, 2022, by and between SLR Investment Corp. and Sunstone Senior Credit L.P.</a>
99.1	<a href="#">Press Release dated October 12, 2022</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**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.

**SLR Investment Corp.**

Date: October 12, 2022

By: /s/ Richard L. Peteka  
Richard L. Peteka  
Secretary

SLR SENIOR LENDING PROGRAM LLC

FORM OF AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This Amended and Restated Limited Liability Company Agreement, dated as of October 7, 2022, is entered into by and between SLR Investment Corp. and Sunstone Senior Credit L.P. (collectively, the “Members”).

WHEREAS, the Members desire to amend and restate the limited liability company agreement of the Company dated as of August 18, 2022;

NOW THEREFORE, in consideration of the mutual agreements set forth below, and intending to be legally bound, the Members hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

“Act”: the Delaware Limited Liability Company Act, as from time to time in effect.

“Advisers Act”: the Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder.

“Affiliate”: with respect to a Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings.

“Agreement”: this Amended and Restated Limited Liability Company Agreement, as it may from time to time be amended.

“Allocation Requirements”: the meaning set forth in Section 7.10(b).

“BBA”: Subchapter C of Chapter 63 of the Code (Section 6221 through 6421 of the Code), as enacted by the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, as amended from time to time, and the Treasury Regulations thereunder (whether proposed, temporary or final), including any subsequent amendments, successor provisions or other guidance thereunder, and any equivalent provisions for state, local or non-U.S. tax purposes.

“Capital Account”: as to each Member, the capital account maintained on the books of the Company for such Member in accordance with Section 5.1.

“Capital Commitment”: as to each Member, the total amount set forth in such Member’s Subscription Agreement delivered herewith and on the Member List, which is contributed and agreed to be contributed to the Company by such Member as a Capital Contribution.

“Capital Contribution”: as to each Member, the aggregate amount of cash actually contributed to the equity capital of the Company by such Member.

“Certificate of Formation”: the certificate of formation for the Company filed in the Office of the Secretary of State of the State of Delaware pursuant to the Act, as from time to time amended.

“Code”: the Internal Revenue Code of 1986, as amended, or any successor statute.

“Company”: the limited liability company created and existing pursuant to the Certificate of Formation and this Agreement.

“Company Counsel”: the meaning set forth in Section 11.10.

“Default Date”: the meaning set forth in Section 3.2(a).

“Defaulting Member”: the meaning set forth in Section 3.2(a).

“Designated Individual”: the meaning set forth in Section 7.14(a).

“Distribution Date”: the meaning set forth in Section 6.1(a).

“Distributable Proceeds”: means, as of any particular date, all dividends, interest, principal repayments and other receipts from Investments (including temporary investments) and any proceeds, securities or other assets received by the Company in exchange for or with respect to an Investment (including a temporary investment) (including from earnings such as partnership distributions or from the proceeds of sale or refinancing or taking any other form) and all Transaction Fees received by the Company from an Investment or potential Investment.

“Expenses”: all costs and expenses, of whatever nature, directly or indirectly borne by the Company under the Servicing Agreement.

“Follow-On Investment”: means any Investment made by the Company in any loan or portfolio of loans, the acquisition of which is appropriate and/or necessary to preserve, protect or enhance the value of an existing Investment in any loan or portfolio of loans.

“GAAP”: United States generally accepted accounting principles.

“GAAP Profit or GAAP Loss”: as to any transaction or fiscal period, the net income or loss of the Company under GAAP.



“Investment”: an investment of any type held, directly or indirectly, by the Company from time to time and related securities incidental thereto or any other assets that have been acquired, directly or indirectly, by the Company or are otherwise held, directly or indirectly, by the Company (including securities issued to the Company as a dividend on, or in reclassification or exchange or conversion of, other securities held by the Company). It is the intention of the Members that the Company only invest in first lien senior secured cash flow loans, and, on an opportunistic basis, life science and asset-based loans.

“Investment Company Act”: the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

“Investor Laws”: the meaning set forth in Section 8.2(b).

“Loss”: the meaning set forth in Section 7.13(a).

“Manager”: each of the SLR Managers and the Sunstone Managers.

“Manager Approval”: as to any matter requiring Manager Approval hereunder, the unanimous approval or unanimous subsequent ratification by the Managers.

“Member”: each Person identified as a Member in the first sentence hereof, and any Person that is or becomes a Member of the Company.

“Member List”: the meaning set forth in Section 2.7.

“Partnership Representative”: the meaning set forth in Section 7.14(a).

“Person”: shall include an individual, corporation, partnership, association, joint venture, company, limited liability company, trust, governmental authority or any other entity and any “person” as defined in Section 18-101(12) of the Act.

“Portfolio Company”: with respect to any Investment, any Person that is the issuer of any equity securities, equity-related securities or obligations, debt instruments or debt-related securities or obligations (including senior debt instruments, including investments in senior loans, senior debt securities and any notes or other evidences of indebtedness, preferred equity, warrants, options, subordinated debt, mezzanine securities or similar securities or instruments) that are the subject of such Investment. Portfolio Companies do not include Subsidiaries.

“Proceeding”: has the meaning set forth in Section 7.13(a).

“Profit or Loss”: as to any transaction or fiscal period, the GAAP Profit or GAAP Loss with respect to such transaction or period, with such adjustments thereto as may be required by this Agreement.

“Reinvestment Period”: the period of time from the date of this Agreement to the fifth anniversary of the date of this Agreement, unless terminated earlier pursuant to the terms hereof, which duration may be extended for successive one (1) year periods upon the mutual consent of SLR and the Sunstone Member.

“SEC”: U.S. Securities and Exchange Commission.

“Servicer”: SLR Investment Corp. or an Affiliate thereof retained by the Company to perform administrative and loan services for the Company.

“Servicing Agreement”: the Servicing Agreement between the Company and the Servicer, as amended from time to time with Manager Approval.

“SLR”: SLR Investment Corp., or any Person substituted for SLR Investment Corp. as a Member pursuant to the terms of this Agreement.

“SLR Managers”: the two (2) persons designated by SLR to act as Managers hereunder pursuant to Section 7.2. SLR may designate, remove, or designate a successor to, the SLR Managers by written notice thereof to Sunstone, which notice may be provided via email.

“Sunstone Member”: Sunstone Senior Credit L.P., or any affiliated Person of a Sunstone Member substituted for a Sunstone Member pursuant to the terms of this Agreement.

“Sunstone Managers”: the two (2) persons designated by the Sunstone Member to act as Managers hereunder pursuant to Section 7.2. The Sunstone Member may designate, remove, or designate a successor to, the Sunstone Managers by written notice thereof to SLR, which notice may be provided via email.

“Subscription Agreement”: as to any Member, the subscription agreement entered into between the Company and such Member.

“Subsidiary”: any investment vehicle or financing vehicle directly or indirectly owned, in whole or in part, by the Company; provided that a Subsidiary shall not include any holding company formed for the purpose of making a specific investment in a specific Portfolio Company.

“Transaction Fees”: all transaction fees, commitment fees, break-up fees, directors’ fees, monitoring fees, management fees and other service fees, payments or compensation (whether in the form of cash, options, warrants, stock or otherwise) received by the Company or its affiliates or any employee, officer, director or other associated person of the foregoing in connection with a potential Investment or an Investment of the Company (in each case, net of unreimbursed out-of-pocket expenses paid by such persons related to such transactions).

“Treasury Regulations”: all final and temporary U.S. federal income tax regulations, as amended from time to time, promulgated under the Code by the United States Treasury Department.

“Value”: as of the date of computation with respect to some or all of the investments of the Company or any investments acquired by the Company, the value of such investments determined pursuant to SLR’s valuation policy.

Section 1.2 Other Definitional Provisions. Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa. Unless otherwise specified, references herein to applicable statutes or other laws are references to the federal laws of the United States.

## ARTICLE 2 GENERAL PROVISIONS

Section 2.1 Formation of the Limited Liability Company. The Company was formed under and pursuant to the Act upon the filing of the Certificate of Formation in the office of the Secretary of State of the State of Delaware, and the Members hereby agree to continue the Company under and pursuant to the Act. The Members agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein. Each Person being admitted as a Member as of the date hereof shall be admitted as a Member at the time such Person has executed this Agreement or a counterpart of this Agreement.

Section 2.2 Company Name. The name of the Company shall be "SLR Senior Lending Program LLC," or such other name as approved by Manager Approval.

Section 2.3 Place of Business; Agent for Service of Process.

(a) The registered office of the Company in the State of Delaware shall be c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808, or such other place as the Members may designate. The principal business office of the Company shall be at 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808, or such other place as may be approved by Manager Approval. The Company may also maintain additional offices at such place or places as may be approved by Manager Approval.

(b) The agent for service of process on the Company pursuant to the Act shall be Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808, or such other Person as may be approved by Manager Approval.

Section 2.4 Purpose and Powers of the Company.

(a) The purpose of the Company is to make Investments, either directly or indirectly through Subsidiaries or other Persons.

(b) In furtherance of such purpose, subject to Section 7.7, the Company, either directly or indirectly, shall have the following powers:

(i) to form, invest in or through, transfer, dispose of or otherwise deal in the interests of, and exercise all rights, powers, privileges and other incidents of ownership with respect to, investment and financing vehicles (formed in the United States or otherwise) which hold one or more Investments, including, without limitation, investment and financing vehicles that are wholly or partially controlled, managed or administered by a Member, the Servicer or any of their Affiliates, and investment and financing vehicles that are partially owned by Persons other than the Company (including but not limited to Persons that may be controlled, managed or administered by a Member, the Servicer or any of their Affiliates), and investment vehicles formed for the purpose of making and administering revolving credit investments;

(ii) to purchase or otherwise acquire, transfer, dispose of or otherwise deal in, and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to, Investments without regard to whether such Investments are publicly traded, readily marketable or restricted as to transfer;

(iii) to incur indebtedness for borrowed money, and to pledge, hypothecate, mortgage, collaterally assign, or otherwise grant security interests or liens on any Company assets, including, without limitation, the Company's right, title and interest in the Capital Commitments, the obligation of the Members to make Capital Contributions, the power and authority to call the Capital Commitments, the Company's account into which the payment by Members of their Capital Contributions are to be made and the right to exercise the remedies set forth in this Agreement or in law or equity upon default by any Member in the payment of its Capital Contribution (and, in connection with any such indebtedness, each Member understands, acknowledges and agrees that the Members shall be absolutely and unconditionally obligated to fund Capital Contributions called, subject to the terms of this Agreement, by the Company or the applicable lender to repay such indebtedness without setoff, counterclaim or defense, including any defense of fraud or mistake or any defense under any bankruptcy or insolvency law, including Section 365 of the U.S. Bankruptcy Code);

(iv) to guarantee, or otherwise become liable for, the obligations of other Persons, including Portfolio Companies;

(v) to engage personnel and do such other acts and things as may be necessary or advisable in connection therewith;

(vi) to engage and compensate attorneys, accountants, investment advisors, technical advisors, consultants, custodians, contractors and agents;

(vii) to pay and incur other expenses and obligations incident to the operation of the Company;

(viii) to establish, maintain, and close bank accounts and draw checks or other orders for the payment of money;

(ix) to enter into, make and perform all such contracts, agreements and other undertakings, and to take any and all actions and engage in any and all activities, as may be incidental to, or necessary, advisable or appropriate to, the carrying out of the foregoing purpose; and

(x) to take any other action permitted to be taken by a limited liability company under the Act.

(c) The Company may enter into and perform Subscription Agreements among the Company and each Member, without any further act, vote or approval of any Member notwithstanding any other provision of this Agreement, the Act or any other applicable law, rule or regulation.

Section 2.5 Fiscal Year. The fiscal year of the Company shall be the same as the fiscal year of SLR, which, on the date hereof ends on December 31 of each year.

Section 2.6 Liability of Members. Except as expressly provided in this Agreement, a Member shall have such liability for the repayment, satisfaction and discharge of the debts, liabilities and obligations of the Company only as is provided by the Act. A Member that receives a distribution made in violation of the Act shall be liable to the Company for the amount of such distribution to the extent, and only to the extent, required by the Act. The Members shall not otherwise be liable for the repayment, satisfaction or discharge of the Company's debts, liabilities and obligations, except that each Member shall be required to make Capital Contributions in accordance with the terms of this Agreement and shall be required to repay any distributions which are not made in accordance with this Agreement.

Section 2.7 Member List. The Managers shall maintain in the principal office of the Company a list, attached as Schedule A hereto (the "Member List"), setting forth, with respect to each Member, such Member's name, address, Capital Commitment, Capital Contributions and such other information as the Managers may deem necessary or desirable or as required by the Act. The Managers shall from time to time update the Member List as necessary to reflect accurately the information therein. Any reference in this Agreement to the Member List shall be deemed to be a reference to the Member List as in effect from time to time. No action of the Members shall be required to supplement or amend the Member List. Revisions to the Member List made by the Managers as a result of changes to the information set forth therein made in accordance with this Agreement shall not constitute an amendment of this Agreement.

### ARTICLE 3 COMPANY CAPITAL AND INTERESTS

#### Section 3.1 Capital Commitments.

(a) Each Member's Capital Commitment shall be set forth on the Member List and in such Member's Subscription Agreement and shall be payable in U.S. dollars.

(b) Each Member's obligation to fund its Capital Commitment shall commence on the effective date of this Agreement. Subject to Manager Approval, each payment of a Member's Capital Commitment shall be made from time to time within ten (10) business days after notice from the Managers specifying the amount then to be paid, or such later date as may be specified in such notice. Capital Contributions shall be made by all Members pro rata based on their respective Capital Commitments.

#### Section 3.2 Defaulting Members.

(a) Upon the failure of any Member (a "Defaulting Member") to pay in full any portion of such Member's Capital Commitment within ten (10) days after written notice from any other Member (the "Default Date") that such payment is overdue, each of the other Members, in its sole discretion, shall have the right to pursue one or more of the following remedies on behalf of the Company if such failure has not been cured in full within such ten-day period:

(i) collect such unpaid portion (and all reasonable and documented attorneys' fees and other costs incident thereto) by exercising and/or pursuing any legal remedy the Company may have; and

(ii) upon thirty (30) days written notice (which period may commence during the ten-day notice period provided above), and provided that the overdue payment has not been made, either (x) immediately terminate the Reinvestment Period and dissolve and wind down the Company in accordance with Article 9, or (y) acquire the Defaulting Member's membership interest in the Company at the then current Value in accordance with Section 9.3(e) (and be required to assume such Member's remaining Capital Commitment).

Except as set forth below, the non-defaulting Member's election to pursue any one of such remedies shall not be deemed to preclude such Member from pursuing any other such remedy, or any other available remedy, simultaneously or subsequently.

(b) Notwithstanding any provision of this Agreement to the contrary,

(i) a Defaulting Member shall remain fully liable for its Capital Commitment to the creditors of the Company to the extent provided by law as if such default had not occurred; and

(ii) a Defaulting Member shall not be entitled to distributions made after the Default Date until the default is cured.

Section 3.3 Interest or Withdrawals. No Member shall be entitled to receive any interest on any Capital Contribution to the Company. Except as otherwise specifically provided herein, no Member shall be entitled to withdraw any part of its Capital Contributions or Capital Account balance.

Section 3.4 Termination.

(a) A Member may terminate all or any portion of its remaining Capital Commitments at any time upon sixty (60) days prior written notice to the Company. Upon any such termination by the Sunstone Member, SLR (or one of its Affiliates) or a third party investor acceptable to SLR, which, if applicable, SLR shall use its reasonable best efforts in assisting the Sunstone Member in identifying, shall have the right to acquire the Sunstone Member's membership interest in the Company at the then current Value in accordance with Section 9.3(e) and be required to assume the Sunstone Member's remaining Capital Commitment. For the avoidance of doubt, termination of all or any portion of a Member's Capital Commitment shall not require the consent of any other Member.

(b) For the avoidance of doubt, termination of a remaining Capital Commitment by a Member pursuant to Section 3.4(a) shall not terminate the remaining Capital Commitment of any other Member.

## ARTICLE 4 INVESTMENTS

Section 4.1 Investments Generally. The assets of the Company shall, to the extent not required for the payment of Expenses pursuant to the Servicing Agreement, be invested in Investments.

Section 4.2 Investment Process. The investment process will include a pre-screening meeting between the SLR Managers and the Sunstone Managers which will occur as needed upon reasonable advance notice by the SLR Managers to the Sunstone Managers to review potential investment opportunities. The Sunstone Managers shall be provided and have reasonable access to all diligence and other materials available to the SLR Managers relating to any potential investment opportunities and any other information concerning the potential Investments that the Sunstone Managers may reasonably request including but not limited to information about the anticipated tax consequences of the Investment. Each potential Investment may only be consummated by the Company upon receipt of Manager Approval. The Sunstone Managers will use commercially reasonable efforts to cooperate with the SLR Managers to consummate any such potential Investments that receive Manager Approval.

Section 4.3 Allocation of Investment Opportunities. Investments shall be allocated to the Company in accordance with the allocation policy and regulatory requirements applicable to SLR.

Section 4.4 Indebtedness.

(a) The Company may, upon receipt of Manager Approval, obtain financing pursuant to one or more credit facility arrangements (the “Credit Facilities”) with one or more credit facility providers. The proceeds of the Credit Facilities shall be used for any purposes permitted under this Agreement or the Servicing Agreement, including, without limitation, for the purposes of financing the acquisition and ownership of Investments and paying Expenses.

(b) Credit Facilities may be secured by: (i) the assets of the Company, including, without limitation, any Investment of the Company; and (ii) an assignment and pledge by the Company of all or a portion of the aggregate unfunded Capital Commitments of the Members.

## ARTICLE 5 ALLOCATIONS

Section 5.1 Capital Accounts.

(a) An individual capital account (a “Capital Account”) shall be maintained for each Member consisting of such Member’s Capital Contribution, increased or decreased by Profit or Loss allocated to such Member, decreased by the cash or Value of property (giving effect to any liabilities the property is subject to, or which the Member assumes) distributed to such Member, and otherwise maintained consistent with this Agreement. In the event that the Company determines that it is prudent to modify the manner in which Capital Accounts, including all debits and credits thereto, are computed in order to be maintained consistent with this Agreement, the Company is authorized to make such modifications to the extent that they do not result in a material adverse effect to any Member. Capital Accounts shall be maintained in a manner consistent with applicable Treasury Regulations.

(b) Profit or Loss shall be allocated among Members as of the end of each fiscal year of the Company; provided that Profit or Loss shall also be allocated at the end of (i) each period terminating on the date of any withdrawal by any Member, (ii) each period terminating immediately before the date of any admission or increase in Capital Commitment of any Member, (iii) the liquidation of the Company, or (iv) any period which is determined by Manager Approval to be appropriate.

Section 5.2 General Allocations. Profit or Loss shall be allocated among the Members pro rata in proportion to their Capital Contributions.

Section 5.3 Changes of Interests. For purposes of allocating Profit or Loss for any fiscal year or other fiscal period between any Members whose relative Company interests have changed during such period, or to any withdrawing Member that is no longer a Member in the Company, the Company shall allocate according to any method allowed by the Code and selected with Manager Approval. Distributions with respect to an interest in the Company shall be payable to the owner of such interest on the date of distribution.

Section 5.4 Income Taxes and Tax Capital Accounts.

(a) Each item of income, gain, loss, deduction or credit shall be allocated in the same manner as such item is allocated pursuant to Section 5.2.

(b) In the event of any variation between the adjusted tax basis and value of any Company property reflected in the Members' capital accounts maintained for U.S. federal income tax purposes, such variation shall be taken into account in allocating taxable income or loss for income tax purposes in accordance with, and to the extent consistent with, the principles under Section 704(c) of the Code and applicable Treasury Regulations.

## ARTICLE 6 DISTRIBUTIONS

Section 6.1 General.

(a) The Managers shall determine the timing, amount and form of any distributions (including, but not limited to, distributions of operating income, interest, dividends and the proceeds from sale, financing or other disposition of an Investment); provided that, to the extent the Managers have determined there is liquidity available for distribution, Distributable Proceeds shall be distributed to the Members no less frequently than once each calendar quarter, and such distribution shall be made within 30 days of the end of each such calendar quarter; provided, further, that the terms of any credit facility (or similar arrangement) may govern the ability to make distributions to the Members. For the avoidance of doubt, the Company shall not be required to sell or dispose of any Investments to make a distribution pursuant to this Section 6.1(a) and if the Company does not have sufficient funds to pay a distribution that would otherwise be required but for the limitation in this sentence, the Company shall pay a distribution in the maximum amount that would not be subject to such limitation. In each case, the Company shall distribute such amounts to the Members on a date as soon as reasonably practicable after the relevant determination by the Managers (each a "Distribution Date").

(b) Except as otherwise provided in this Article 6 or Section 9.3, distributions shall be shared among the Members as set forth in this Section 6.1(b). The Members, with Manager Approval, may determine to make a distribution from available cash or cash equivalents received from one or more Investments (whether from principal repayment or otherwise and after reduction as provided by Section 6.2 and Section 6.3), in which event such distribution shall be shared among the Members in respect of their interests in the Company in proportion to their respective Capital Contributions.



Section 6.2 Withholding. The Company may withhold from any distribution to any Member any amount which the Company has paid or is obligated to pay in respect of any withholding or other tax, including, without limitation, any interest, penalties or additions with respect thereto, imposed on any interest or income of or distributions to such Member, and such withheld amount shall be considered an interest payment or a distribution, as the case may be, to such Member for purposes hereof. If no payment is then being made to such Member in an amount sufficient to pay the Company's withholding obligation, any amount which the Company is obligated to pay shall be deemed an interest-free advance from the Company to such Member, payable by such Member by withholding from subsequent distributions or within ten (10) days after receiving written request for payment from the Company.

Section 6.3 Reinvestment; Certain Limitations; Distributions in Kind.

(a) Any Distributable Proceeds from wholly or partially realized Investments constituting a return of Capital Contributions received by the Company during the Reinvestment Period with respect to Investments may, upon Manager Approval, be retained and used, or reserved to be used during the Reinvestment Period, to make future Investments. Alternatively, the Members, with Manager Approval, may cause the Company to distribute, in accordance with Section 6.1 through Section 6.2, any amount that could be retained for re-investment as set forth above. To the extent such distributed amount to a Member represents a distribution other than from cumulative undistributed Profit, net of cumulative Loss, allocated to such Member, such amount shall be added to the unfunded Capital Commitment of such Member and may be recalled by the Company during the Reinvestment Period in accordance with Article 3.

(b) In no event shall the Company be required to make a distribution to the extent that it would (i) render the Company insolvent, or (ii) violate Section 18-607(a) of the Act.

(c) No part of any distribution shall be paid to any Member from which there is due and owing to the Company, at the time of such distribution, any amount required to be paid to the Company pursuant to Article 3. Any such withheld distribution shall be paid to such Member, without interest, when all past due installments of such Member's Capital Commitment have been paid in full by such Member.

(d) Distributions of securities and of other non-cash assets of the Company other than upon the dissolution and liquidation of the Company shall only be made pro rata to all Members (in proportion to their respective shares of the total distribution) with respect to each security or other such asset distributed. Securities listed on a national securities exchange that are not restricted as to transferability and unlisted securities for which an active trading market exists and that are not restricted as to transferability shall be valued in the manner contemplated by SLR's valuation policy as of the close of business on the day preceding the distribution, and all other securities and non-cash assets shall be valued as determined pursuant to SLR's valuation policy. No distributions of non-cash assets other than Marketable Securities may be made prior to the dissolution of the Company without Manager Approval.

## ARTICLE 7 MANAGEMENT OF COMPANY

Section 7.1 Management Generally. The business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Managers, and the Managers shall have, and are hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as they may in their discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

### Section 7.2 Managers; Vacancies.

(a) The Company and the Members shall take such actions as may be required to ensure that the number of Managers of the Company is at all times four (4), including (i) two (2) individuals designated by SLR, who shall initially be Michael S. Gross and Bruce Spohler, and (ii) two (2) individuals designated by the Sunstone Member who shall initially be [ ] and [ ].

(b) In the event of the death, disability, retirement, resignation or removal of a Manager, then the Member who appointed such Manager pursuant to the terms of this Section 7.2 shall have the right to designate an individual to fill such vacancy and the Company and each Member hereby agree to take such actions as may be required to ensure the election or appointment of such designee to fill such vacancy.

### Section 7.3 Meetings.

(a) The Managers may meet from time to time at such time and at such place as the Managers may designate. Meetings of the Managers may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place (either within or outside the State of Delaware) as may be determined from time to time by the Managers.

### Section 7.4 Quorum; Manner of Acting.

(a) All Managers shall constitute a quorum for the transaction of business of the Company. At all times when the Managers are conducting business at a meeting of the Managers, a quorum must be present at such meeting. If a quorum shall not be present at any meeting of the Managers, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(b) Any Manager may participate in a meeting of the Managers by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(c) Each Manager shall have one vote on all matters submitted for approval by the Managers. With respect to any matter before the Managers except for those requiring Manager Approval, the act of a majority of the Managers constituting a quorum shall be the act of the Managers; provided that at least one SLR Manager and at least one Sunstone Manager must approve all matters.

Section 7.5 Action By Written Consent. Notwithstanding anything herein to the contrary, any action of the Managers may be taken without a meeting if either (a) a written consent of the number of Managers required to take the applicable action shall approve such action; provided, that prior written notice of such action is provided to all Managers at least one day before such action is taken, or (b) a written consent constituting all of the Managers shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of State of Delaware.

Section 7.6 Servicing Agreement. The Company is entering into the Servicing Agreement with the Servicer, pursuant to which certain functions are delegated to the Servicer. The Servicing Agreement is hereby approved by Manager Approval, provided that amendments thereto are subject to Manager Approval.

Section 7.7 Restrictions. Without Manager Approval, the Company shall not:

- (a) approve or make any Investments or acquire any other entity or business;
- (b) sell, dispose of or transfer to a third Person any Investments or interests in any Investments;
- (c) approve or make any material amendments to the terms of any Investments;
- (d) enter into any agreement with respect to (i) a plan of merger or consolidation of the Company with or into another entity (which, for the avoidance of doubt, does not include the consolidation of entities as may be required by GAAP) or (ii) a sale of all or substantially all of the assets of the Company;
- (e) enter into any agreement with any Affiliate of a Member (except for the Servicing Agreement which has been approved by the Members);
- (f) amend, modify or extend the terms of the Servicing Agreement or any expense reimbursement agreement;
- (g) change or replace the entity that serves as the Servicer;
- (h) enter into any Credit Facility;
- (i) liquidate or dissolve the Company;
- (j) convert the Company into an entity taxed as a corporation for U.S. federal income tax purposes;
- (k) create or issue any equity interests or securities convertible into or exchangeable for equity interests;

(l) make any material tax or accounting elections or make a change in material tax or accounting positions;

(m) sue, prosecute or settle any claims against third parties;

(n) change the name of the Company;

(o) enter into any new line of business;

(p) enter into any contract, arrangement or agreement (or any amendment or waiver of such contract, arrangement or agreement), whether written or oral, pursuant to which the Company would either reasonably expect to pay or be paid at least \$200,000 in the aggregate over the life of such contract, agreement or arrangement; provided that this restriction shall exclude ordinary course due diligence expenses related to pursuing Investments;

(q) delegate any duties of the Managers except as set forth in this Agreement or the Servicing Agreement; or

(r) cause the Company to conduct an initial public offering.

Section 7.8 No Personal Liability. Except as otherwise provided in the Act, by applicable law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

Section 7.9 Reliance by Third Parties. Notwithstanding any other provision of this Agreement, any contract, instrument or act on behalf of the Company by a Member, a Manager, or any other Person delegated by Manager Approval, shall be conclusive evidence in favor of any third party dealing with the Company that such Person has the authority, power and right to execute and deliver such contract or instrument and to take such act on behalf of the Company. This Section shall not be deemed to limit the liabilities and obligations of such Person to seek Manager Approval as set forth in this Agreement.

Section 7.10 Members' Outside Transactions; Investment Opportunities; Time and Attention.

(a) Each Manager shall devote such time and effort as is reasonably necessary to diligently administer the activities and affairs of the Company, but shall not be obligated to spend full time or any specific portion of their time to the activities and affairs of the Company.

(b) The Servicer and its Affiliates may manage or administer other investment funds and other accounts with similar or dissimilar mandates, and may be subject to the provisions of the Investment Company Act, including, without limitation, Section 57 thereof, and the Advisers Act, with respect to the allocation of investment opportunities among such other investment funds and other accounts (the "Allocation Requirements"). Except for (i) any Allocation Requirement that may be applicable to the Company and (ii) any requirement under the Advisers Act, neither a Member, the Servicer nor any of their Affiliates shall be obligated to offer any investment opportunity, or portion thereof, to the Company.

(c) Subject to the foregoing provisions of this Section 7.10 and other provisions of this Agreement, each of the Members, the Servicer and each of their respective Affiliates and members may engage in, invest in, participate in or otherwise enter into other business ventures of any kind, nature and description, individually and with others, including, without limitation, the formation and management of other investment funds with or without the same or similar purposes as the Company, and the ownership of and investment in securities, and neither the Company nor any other Member shall have any right in or to any such activities or the income or profits derived therefrom.

Section 7.11 Exculpation of Managers.

(a) No Manager shall be liable to the Company or any other Manager for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Manager in good-faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Manager.

(b) A Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profits or Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in § 18-406 of the Act.

Section 7.12 Liabilities and Duties of the Managers.

(a) This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Manager. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by the Act or other applicable law, and in doing so, acknowledges and agrees that the duties and obligations of each Manager to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Manager otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Manager.

(b) Whenever in this Agreement a Manager is permitted or required to make a decision (including a decision that is in such Manager's "discretion" or under a grant of similar authority or latitude), the Manager shall be entitled to consider only such interests and factors as such Manager desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Manager is permitted or required to make a decision in such Manager's "good faith," the Manager shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement, the Act or any other applicable law.

### Section 7.13 Indemnification.

(a) Subject to the limitations and conditions as provided in this Section 7.13, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or arbitrative or in the nature of an alternative dispute resolution in lieu of any of the foregoing (hereinafter a “Proceeding”), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that such Person, or a Person of which such Person is the legal representative, is or was a Member or a Manager or a representative thereof, shall be indemnified by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against all liabilities and expenses (including judgments, penalties (including excise and similar taxes and punitive damages), losses, fines, settlements and reasonable and documented expenses (including, without limitation, reasonable and documented attorneys’ and experts’ fees)) actually incurred by such Person in connection with such Proceeding, appeal, inquiry or investigation (each a “Loss”), unless such Loss shall have been primarily the result of gross negligence, fraud or intentional misconduct by the Person seeking indemnification hereunder, in which case such indemnification shall not cover such Loss to the extent resulting from such gross negligence, fraud or intentional misconduct. Indemnification under this Section 7.13 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Section 7.13 shall be deemed contract rights, and no amendment, modification or repeal of this Section 7.13 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings, appeals, inquiries or investigations arising prior to any amendment, modification or repeal. To the fullest extent permitted by law, no Person entitled to indemnification under this Section 7.13 shall be liable to the Company or any Member for any act or omission performed or omitted by or on behalf of the Company; provided that such act or omission has not been fully adjudicated to constitute fraud, willful misconduct or gross negligence. In addition, any Person entitled to indemnification under this Section 7.13 may consult with legal counsel selected with reasonable care and shall incur no liability to the Company or any Member to the extent that such Person acted or refrained from acting in good faith in reliance upon the opinion or advice of such counsel.

(b) The right to indemnification conferred in Section 7.13(a) shall include the right to be paid or reimbursed by the Company for the reasonable and documented expenses incurred by a Person entitled to be indemnified under Section 7.13(a) who may be subject to a right of indemnification hereunder; provided, however, that the payment of such expenses incurred by any such Person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written undertaking by such Person to repay all amounts so advanced if it shall be determined by a court of competent jurisdiction in a non-appealable judgment that such indemnified Person is not entitled to be indemnified under this Section 7.13 or otherwise.

(c) The Company, with Manager Approval, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to a Member under Sections 7.13(a) and 7.13(b).

(d) The right to indemnification and the advancement and payment of expenses conferred in this Section 7.13 shall not be exclusive of any other right that a Member or other Person indemnified pursuant to this Section 7.13 may have or hereafter acquire under any law (common or statutory) or provision of this Agreement.

(e) The indemnification rights provided by this Section 7.13 shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of each Person indemnified pursuant to this Section 7.13.

#### Section 7.14 Certain Tax Matters.

(a) SLR shall be the “partnership representative” within the meaning of Section 6223 of the Code and, if applicable, under any similar state or local law (the “Partnership Representative”), and shall have the exclusive authority to appoint and designate the individual through whom such Partnership Representative will act for all purposes under subchapter C of chapter 63 of the Code and, if applicable, any similar state or local law (the “Designated Individual”). All references to the Partnership Representative herein shall include the Designated Individual, unless the context requires otherwise. Each Member expressly consents to such designation and agrees that, upon request, it will execute, acknowledge, deliver, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such appointment and designation. The Partnership Representative will be reimbursed by the Company for all costs and expenses incurred by it, and indemnified by the Company with respect to any action brought against it, in its capacity as the Partnership Representative; provided that such action does not arise from or otherwise is attributable to gross negligence or willful misconduct by the Partnership Representative. The Partnership Representative shall have any powers necessary to perform fully in such capacity, and shall be permitted to take any and all actions, to the extent permitted by law, in consultation with the Sunstone Member. Any and all actions taken by the Partnership Representative shall be binding on the Company. The provisions of this Section 7.14(a) shall survive the liquidation and dissolution of the Company and the transfer, liquidation or withdrawal of any Member’s interests.

(b) To the fullest extent permitted by law, each Member agrees to (i) provide such cooperation and assistance, including executing and filing forms or other statements and providing information about the Member, as is reasonably requested by the Partnership Representative to enable the Company to satisfy any applicable tax reporting, compliance or withholding requirements, to make any tax election or to qualify for an exception from or reduced rate of tax or other tax benefit or be relieved of liability for any tax regardless of whether such requirement, tax benefit or tax liability existed on the date such Member was admitted to the Company, (ii) take into account any adjustments and pay any taxes, interest and penalties that result from an election by the Company under Section 6226 of the Code, as amended by the BBA, and/or (iv) indemnify and hold harmless the Company from and against any liability with respect to the Member’s share of any tax deficiency (including any interest and penalties associated therewith) paid or payable by the Member that is allocable to such Member (as reasonably determined by the Managers in accordance with this Agreement) with respect to an audited or reviewed taxable year for which such Member was a Member of the Company. Each Member’s obligations under this Section 7.14(b) shall survive the transfer, liquidation or withdrawal of such Member’s interests.

(c) If the Company receives from any U.S. taxing authority a written notice of any proposed adjustment under Section 6231(a)(1) of the Code (or similar provision of state or local law) that the Managers reasonably believe may result in a material tax burden to a Member, the Managers shall use commercially reasonable efforts to provide notice of such proposed adjustment (and any material developments in connection with such proposed adjustment) to the Members.

(d) The Managers shall use commercially reasonable efforts to cause any “imputed underpayment” (within the meaning of Section 6225 of the Code) of the Company to be determined by reference to all relevant reductions to such payment pursuant to Section 6225(c)(3) and (4) of the Code. The Managers confirm that any actual reduction in the imputed underpayment of the Company pursuant to Section 6225(c)(3) or (4) by reason of the status of a Member shall inure to the benefit of such Member in determining such Member’s tax liability (and corresponding reduction in distributions) corresponding to such payment.

(e) The Managers agree that they shall use reasonable best efforts to conduct the investment activities and other activities of the Company in a manner that would not cause a Limited Partner who is (or whose beneficial owners are) a non-U.S. person within the meaning of Section 7701(a)(30) of the Code, to earn any income or gain or incur any loss that would be considered “... effectively connected with the conduct of a trade or business within the United States...” for purposes of Section 864(c) of the Code.

## **ARTICLE 8 TRANSFERS OF COMPANY INTERESTS; WITHDRAWALS**

### **Section 8.1 Transfers by Members.**

(a) The interest of a Member in the Company may not be assigned, pledged or otherwise hypothecated without Manager Approval, provided, that, a Member shall be permitted to transfer some or all of its interests in the Company to one or more entities controlled by such Member without Manager Approval. Any purported assignment in violation of this Section 8.1(a) shall be void *ab initio*.

(b) In connection with the permitted transfer of any equity in the Company, each transferee shall execute a joinder to this Agreement in the form as determined by the Managers. Upon execution of such joinder by the transferee, the transferring Member shall be released from all rights, obligations, and liabilities arising from and after the date thereof with respect to the transferred interest, including the right to vote on any matters relating to the Company. Upon such a transfer, the transferee shall assume the economic obligations and liabilities (and all economic rights and benefits) of the transferring Member with respect to such transferred interest and as applicable shall become a party to this Agreement and be treated as Member hereunder.

(c) As additional conditions to the validity of any transfer of a Member’s interest, such transfer shall not:



(i) cause the securities issued by the Company to be required to be registered under the Securities Act of 1933, as amended, or the securities laws of any other jurisdiction;

(ii) cause the Company to cease to be entitled to the exemption from the definition of an “investment company” pursuant to Section 3(c)(7) of the Investment Company Act and the rules and regulations of the SEC thereunder;

(iii) be to a person which is an ERISA Plan (unless the other Member waives in writing the application of this clause (iii) with respect to such transfer);

(iv) cause the Company or the other Member to be in violation of, or effect an assignment to a Person that is in violation of, applicable Investor Laws; or

(v) cause the Company to be treated as a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes.

#### Section 8.2 Withdrawal by Members.

Members may withdraw from the Company only as provided by this Agreement.

(a) Notwithstanding any provision contained herein to the contrary, if a Member shall obtain an opinion of counsel to the effect that, as a result of the other Members’ ownership of an interest in the Company, the Company would be required to register as an investment company under the Investment Company Act, such other Member shall, upon written notice from such first Member, withdraw from or reduce (in accordance with the provisions of clause (d) below) its interest in the Company (including its Capital Commitment) to the extent such first Member has determined, based upon such opinion of counsel, to be necessary in order for the Company not to be required to so register. Each Member shall, upon written request from any of the other Members, promptly furnish to the other Members such information as the other Members may reasonably request from time to time in order to make a determination pursuant to this Section 8.2(a), but in no event later than ten (10) business days after such request.

(b) Notwithstanding any provision herein to the contrary, if a Member shall breach such Member’s obligation under the immediately following sentence, or if any of the other Members shall obtain an opinion of counsel to the effect that any contribution or payment by a Member to the Company would cause the Company or the other Member to be in violation of, or to the effect that such Member is in violation of, the United States Bank Secrecy Act, the United States Money Laundering Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, the USA Patriot Act or any other law or regulation to which the Company, a Member, or such Member’s investment in the Company may be subject from time to time (collectively, “Investor Laws”), such Member shall, upon written notice from any of the other Members, withdraw from the Company in accordance with the provisions of clause (d) below. Each Member shall, upon written request from the other Members, promptly furnish to the other Members such information as the other Members may reasonably request from time to time in order to make a determination pursuant to this Section 8.2(b), but in no event later than ten (10) business days after such request.

(c) If a Member partially or fully withdraws its interest in the Company pursuant to this Section 8.2, the Members shall work together in good faith to negotiate the manner and timing of such withdrawal. Subject to the foregoing, a Member withdrawing its interest pursuant to this Section 8.2 shall receive, in full payment for such withdrawn interest, the portion of the Capital Account attributable to such withdrawn interest (based on the then current Value of the Company).

## ARTICLE 9 TERM, DISSOLUTION AND LIQUIDATION OF COMPANY

Section 9.1 Term. Except as provided in Section 9.2, the Company shall continue without dissolution until all Investments are liquidated by the Company. Upon liquidation or termination of all Investments by the Company, any Member shall have the right to elect the dissolution of the Company by providing written notice to the other Members.

Section 9.2 Dissolution. The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events:

(a) the expiration of the term of the Company pursuant to Section 9.1;

(b) a determination by the SEC to subject SLR's participation in the Company to an accounting or reporting treatment or other consequence which SLR, in its sole discretion, determines to be materially adverse to it, at the election of SLR by providing written notice of such election to the other Members, and in such case the Members shall work together in good faith regarding the timing and manner of such dissolution; or

(c) the entry of a decree of judicial dissolution pursuant to the Act, in which event the provisions of Section 9.3, as modified by said decree, shall govern the winding up of the Company's affairs.

Section 9.3 Wind-down.

(a) Upon the dissolution of the Company, the Company shall be liquidated in accordance with this Article and the Act. The liquidation shall be conducted and supervised by the Members in the same manner provided by Article 6 with respect to the operation of the Company during its term; provided that in the case of a dissolution and winding up of the Company pursuant to Section 9.2(b), the Member that elects such dissolution and winding up may elect further, by written notice to the other Members, to exercise as liquidating agent all of the rights, powers and authority with respect to the assets and liabilities of the Company in connection with the liquidation of the Company, to the same extent as the Members would have during the term of the Company.

(b) From and after the date on which an event set forth in Section 9.2 becomes effective, the Company shall cease to make Investments after that date, except for (i) Investments which the Company was committed to make in whole or in part (e.g., investments for which the Company has submitted a binding or non-binding bid or indication of interest) on or before such effective date, and (ii) at the election of all Members exercised by Member Approval within three (3) business days after receipt by the Members of written notice of the availability of such election from any Member, any Investment in a Portfolio Company in which the Company then has an Investment in which the Company participates. Capital calls against the Capital Commitment of

the Members shall cease from and after such effective date of dissolution; provided that capital calls against the Capital Commitment of the Members may continue to fund the allocable share of Investments in which the Company continues to participate (as set forth in the immediately preceding sentence), Expenses and all other obligations of the Company including, for the avoidance of doubt, protective advances required under the Investments. Subject to the foregoing, the Members shall continue to bear an allocable share of Expenses and other obligations of the Company until all Investments in which the Company participates are repaid or otherwise disposed of in the normal course of the Company's activities.

(c) Distributions to the Members during the winding down of the Company shall be made no less frequently than quarterly to the extent consisting of a Member's allocable share of cash and cash equivalents, after taking into account reasonable reserves deemed appropriate by Manager Approval (or in the event of a dissolution and winding up of the Company pursuant to Section 9.2(b), by a Member that has elected to act as liquidating agent pursuant to Section 9.3(a)), to fund Investments in which the Company continues to participate (as set forth in the immediately preceding paragraph), Expenses and all other obligations (including, without limitation, contingent obligations) of the Company. A Member shall remain a member of the Company until all Investments in which the Company participates are repaid or otherwise disposed of, the Member's allocable share of all Expenses and all other obligations (including, without limitation, contingent obligations) of the Company are paid, and all distributions are made hereunder, at which time the Member shall have no further rights under this Agreement.

(d) Upon dissolution of the Company, final allocations of all items of Company Profit and Loss shall be made in accordance with Section 5.2. Upon dissolution of the Company, the assets of the Company shall be applied in the following order of priority:

(i) To creditors (other than Members) in satisfaction of liabilities of the Company (whether by payment or by the making of reasonable provision for payment thereof), including to establish any reasonable reserves which a Member may, in its reasonable judgment, deem necessary or advisable for any contingent, conditional or unmatured liability of the Company;

(ii) To establish any reserves which a Member may, in its reasonable judgment, deem necessary or advisable for any contingent, conditional or unmatured liability of the Company to Members; and

(iii) The balance, if any, to the Members in accordance with Section 6.1(b).

(e) If SLR elects to purchase all of the Sunstone Member's interest in the Company pursuant to Section 3.2(a) or Section 3.4(a), the purchase price for such interest shall be payable in U.S. dollars within ninety (90) days after the election to purchase is delivered to the Sunstone Member, and shall be equal to the then current Value; provided, however, to the extent the Sunstone Member does not agree with such Value, the Company shall engage a third-party valuation service provider to provide a value for the Sunstone Member's membership interest in the Company, and the Sunstone Member shall be liable for all fees, costs and expenses owed to such third-party valuation service provider in connection therewith. After any such purchase, the Sunstone Member shall no longer be a Member of the Company, and SLR may dissolve or continue the Company as it may determine in its sole discretion.

(f) In the event that an audit or reconciliation relating to the Fiscal Year in which a Member receives a distribution under this Section 9.3 reveals that such Member received a distribution in excess of that to which such Member was entitled, each of the other Members may, in its discretion, seek repayment of such distribution to the extent that such distribution exceeded what was due to such Member.

(g) Each Member shall be furnished with a statement prepared by the Company's accountant, which shall set forth the assets and liabilities of the Company as of the date of complete liquidation, and each Member's share thereof. Upon compliance with the distribution plan set forth in this Section 9.3, the Members shall cease to be such, and any Member may execute, acknowledge and cause to be filed a certificate of cancellation of the Company.

## **ARTICLE 10 ACCOUNTING, REPORTING AND VALUATION PROVISIONS**

### **Section 10.1 Books and Accounts.**

(a) Complete and accurate books and accounts shall be maintained for the Company at its principal office. Such books and accounts shall be kept on the accrual basis method of accounting and shall include separate Capital Accounts for each Member. Capital Accounts for financial reporting purposes and for purposes of this Agreement shall be maintained in accordance with Section 5.1, and for U.S. federal income tax purposes pursuant to the Servicing Agreement the Servicer shall maintain the Members' Capital Accounts in accordance with the Code and applicable Treasury Regulations. Each Member or its duly authorized representative, at its own expense, shall at all reasonable times and upon reasonable prior written notice to the Servicer have access to, and may inspect, such books and accounts and any other records of the Company for any purpose reasonably related to its interest in the Company.

(b) All funds received by the Company shall be deposited in the name of the Company in such bank account or accounts or with such custodian, and securities owned by the Company may be deposited with such custodian, as may be designated by Member Approval from time to time and withdrawals therefrom shall be made upon such signature or signatures on behalf of the Company as may be designated by Member Approval from time to time.

### **Section 10.2 Financial Reports; Tax Return.**

(a) Within forty-five (45) days after the end of the first three calendar quarters of each calendar year, unaudited financial statements for such quarter-end of SLR will be publicly filed with the SEC and available on EDGAR.

(b) Within ninety (90) days after the end of each calendar year, pursuant to the Servicing Agreement, the Members shall cause the Servicer to prepare (or supervise the preparation of) and deliver, by and of the methods described in Section 11.7, to each Member, audited financial statements for such calendar year.

(c) The Company's auditor shall at all times be the same auditor as engaged by SLR, which as of the date of this Agreement is KPMG LLP.

(d) The Members shall cause the Servicer to prepare or supervise the preparation and timely filing after the end of each fiscal year of the Company all U.S. federal and state income tax returns of the Company for such fiscal year.

(e) The Members shall request the Servicer to provide to each Member (a) a Schedule K-1 (or equivalent statement) with respect to such Member by May 15<sup>th</sup> following the end of each fiscal year and (b) an estimate of such Member's Schedule K-1 (or equivalent statement) by March 15<sup>th</sup> following the end of each fiscal year.

Section 10.3 Tax Elections. The Company may, by Manager Approval, but shall not be required to, make any election pursuant to the provisions of Section 754 or 1045 of the Code, or any other election required or permitted to be made by the Company under the Code.

#### Section 10.4 Confidentiality.

(a) Each Member agrees to maintain the confidentiality of the Company's records, reports and affairs, and all information and materials furnished to such Member by the Company, the Servicer or their Affiliates with respect to their respective businesses and activities; each Member agrees not to provide to any other Person copies of any financial statements, tax returns or other records or reports, or other information or materials, provided or made available to such Member; and each Member agrees not to disclose to any other Person any information contained therein (including any information respecting Portfolio Companies), without the express prior written consent of the disclosing party; provided that any Member may provide financial statements, tax returns and other information contained therein (i) to such Member's accountants, internal and external auditors, legal counsel, financial advisors and other fiduciaries and representatives (who may be Affiliates of such Member) as long as such Member instructs such Persons to maintain the confidentiality thereof and not to disclose to any other Person any information contained therein, (ii) to any permitted transferees of such Member's Company interest that agree in writing, for the benefit of the Company, to maintain the confidentiality thereof, but only after reasonable advance notice to the Company, (iii) if and to the extent required by law (including judicial or administrative order and the rules and regulations of the SEC, including if required, filing a copy of this Agreement); provided that, to the extent legally permissible, the Company is given prior notice to enable it to seek a protective order or similar relief, (iv) to representatives of any governmental regulatory agency or authority with jurisdiction over such Member, or as otherwise may be necessary to comply with regulatory requirements applicable to such Member, and (v) in order to enforce rights under this Agreement. Notwithstanding the foregoing, the following shall not be considered confidential information for purposes of this Agreement: (A) information generally known to the public; (B) information obtained by a Member from a third party who is not prohibited from disclosing the information; (C) information in the possession of a Member prior to its disclosure by the Company, the Servicer or their Affiliates; or (D) information which a Member can show by written documentation was developed independently of disclosure by the Company, the Servicer or their Affiliates.

(b) Notwithstanding anything to the contrary herein, the Sunstone Member shall further be permitted to disclose summary public or non-public information regarding the Company to the Sunstone Member's existing and prospective investors concerning the following: (i) the Company's name and year of organization, (ii) the Company's total Capital Commitments, (iii) the amount of the Sunstone Member's Capital Commitment, (iv) the Sunstone Member's funded and unfunded Capital Commitment, and (v) the reported value of the Sunstone Member's interest in the Company.

(c) To the extent permitted by applicable law, and notwithstanding the provisions of this Article 10, each of the Company, the Servicer or any of their Affiliates may, in its reasonable discretion, keep confidential from any Member information to the extent such Person reasonably determines that disclosure of such information to such Member likely would have a material adverse effect upon the Company or a Portfolio Company due to an actual or likely conflict of business interests between such Member and one or more other parties or an actual or likely imposition of additional statutory or regulatory constraints upon the Company, the Servicer, any of its Affiliates or a Portfolio Company. Notwithstanding the foregoing, each of the Company, the Servicer or any of their Affiliates shall promptly provide to each Member all relevant information and documents related to any notice or request (whether written or oral) received from any governmental or regulatory agency involving any pending or threatened Proceeding in connection with the activities or operations of the Company.

(d) The Members: (i) acknowledge that the Company, the Servicer, its Affiliates, and their respective direct or indirect members, members, managers, officers, directors and employees are expected to acquire confidential third-party information (e.g., through Portfolio Company directorships held by such Persons) that, pursuant to fiduciary, contractual, legal or similar obligations, cannot be disclosed to the Company or the Members; and (ii) agree that none of such Persons shall be in breach of any duty under this Agreement or the Act as a result of acquiring, holding or failing to disclose such information to the Company or the Members.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

### Section 11.1 Power of Attorney.

(a) Each Member irrevocably constitutes and appoints SLR the true and lawful attorney-in-fact of such Member to execute, acknowledge, swear to and file, on behalf of the Company, any of the following:

(i) Any certificate or other instrument (i) which may be required to be filed by the Company under the laws of the United States, the State of Delaware, or any other jurisdiction, or (ii) which SLR shall deem, acting reasonably and in good faith, advisable to file in furtherance of the purpose and interests of the Company; provided that no such certificate or instrument shall have the effect of amending this Agreement other than as permitted hereby;

(ii) Any amendment or modification of any certificate or other instrument referred to and subject to the same conditions set forth in this Section 11.1; and

(iii) Any agreement, document, certificate or other instrument which any Member is required to execute in connection with the termination of such Member's interest in the Company and the withdrawal of such Member from the Company, or in connection with the reduction of such Member's interest in the Company, which such Member has failed to execute and deliver within ten (10) business days after written request by SLR.

It is expressly acknowledged by each Member that, pursuant to Section 18-106(d) of the Act, the foregoing power of attorney is coupled with an interest sufficient in law to support an irrevocable power and shall survive assignment by such Member of the whole or any part of its interest in the Company.

(b) Each Member agrees to execute, upon five (5) business days' prior written notice, a confirmatory or special power of attorney, containing the substantive provisions of this Section, in form satisfactory to SLR.

Section 11.2 Determination of Disputes. Any dispute or controversy among the Members (other than a suit brought against a Defaulting Member) arising in connection with (i) this Agreement or any amendment hereof, (ii) the breach or alleged breach hereof, (iii) the actions of any of the Members, or (iv) the formation, operation or dissolution and liquidation of the Company, shall be determined and settled by arbitration in New York, New York, by a panel of three members who shall be selected, and such arbitration shall be conducted, in accordance with the commercial rules of the American Arbitration Association. Any award rendered therein shall be final and binding upon the Members and the Company and judgment upon any such award rendered by said arbitrators may be entered in any court having jurisdiction thereof. The party or parties against which an award is made shall bear its or their own expenses and those of the prevailing party or parties, including fees and disbursements of attorneys, accountants, and financial experts, and shall bear all arbitration fees and expenses of the arbitrators.

Section 11.3 Other Documents. The Members agree to execute such other instruments and documents as may be required by law or which a Member deems necessary or appropriate to carry out the intent of this Agreement.

Section 11.4 Force Majeure. Whenever any act or thing is required of the Company or a Member hereunder to be done within any specified period of time, the Company and such Member shall be entitled to such additional period of time to do such act or thing as shall equal any period of delay resulting from causes beyond the reasonable control of the Company or such Member, including, without limitation, bank holidays, and actions of governmental agencies, and excluding, without limitation, economic hardship; provided that this provision shall not have the effect of relieving the Company or such Member from the obligation to perform any such act or thing.

Section 11.5 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the internal law of the State of New York, without regard to the principles of conflicts of laws thereof, except to the extent that the provisions of the Act are mandatorily applicable.

Section 11.6 Waivers.

(a) No waiver of the provisions hereof shall be valid unless in writing and then only to the extent therein set forth. Any right or remedy of the Members hereunder may be waived by Member Approval, and any such waiver shall be binding on all Members. Except as specifically herein provided, no failure or delay by any party in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

(b) Except as otherwise provided in this Agreement, any approval or consent of the Members may be given by Member Approval, and any such approval or consent shall be binding on all Members.

Section 11.7 Notices. All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing or by electronic mail (with or without attached PDFs), and shall be sufficiently given if personally delivered or sent by postage prepaid, registered or certified mail, return receipt requested, or sent by electronic mail, overnight courier or facsimile transmission, addressed as follows: if intended for the Company, to the Company's principal office determined pursuant to Section 2.3; and if intended for any Member, to the address of such Member set forth on the Company's records, or to such other address as any Member may designate by written notice. Notices shall be deemed to have been given (i) when personally delivered, (ii) if sent by registered or certified mail, on the earlier of (A) three days after the date on which deposited in the mails or (B) the date on which received, or (iii) if sent by electronic mail, overnight courier or facsimile transmission, on the date on which received; provided that notices of a change of address shall not be deemed given until the actual receipt thereof. The provisions of this Section shall not prohibit the giving of written notice in any other manner; any such written notice shall be deemed given only when actually received.

Section 11.8 Construction.

(a) The captions used herein are intended for convenience of reference only and shall not modify or affect in any manner the meaning or interpretation of any of the provisions of this Agreement.

(b) As used herein, the singular shall include the plural, the masculine gender shall include the feminine and neuter, and the neuter gender shall include the masculine and feminine, unless the context otherwise requires.

(c) The words "hereof," "herein," and "hereunder," and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) References in this Agreement to Articles and Sections are intended to refer to Articles and Sections of this Agreement unless otherwise specifically stated.

(e) Nothing in this Agreement shall be deemed to create any right in or benefit for any creditor of the Company that is not a party hereto, and this Agreement shall not be construed in any respect to be for the benefit of any creditor of the Company that is not a party hereto.



Section 11.9 Amendments.

(a) This Agreement may be amended at any time and from time to time by Manager Approval.

(b) Notwithstanding the foregoing, a Member may amend this Agreement and the Member List at any time and from time to time to reflect the admission or withdrawal of any Member or the change in any Member's Capital Commitment, as contemplated by this Agreement.

Section 11.10 Legal Counsel. SLR has engaged Katten Muchin Rosenman LLP ("Company Counsel") as legal counsel to the Company, SLR and the Servicer. Moreover, Company Counsel has previously represented and/or concurrently represents the interests of SLR, the Servicer and/or parties related thereto in connection with matters other than the preparation of this Agreement and may represent such Persons in the future. Each Member: (a) approves Company Counsel's representation of the Company, SLR and the Servicer in the preparation of this Agreement; and (b) acknowledges that Company Counsel has not been engaged by any other Member to protect or represent the interests of such Member vis-à-vis the Company or the preparation of this Agreement, and that actual or potential conflicts of interest may exist among the Members in connection with the preparation of this Agreement. In addition, each Member: (i) acknowledges the possibility of a future conflict or dispute among Members or between any Member or Members and the Company or the Servicer; and (ii) acknowledges the possibility that, under the laws and ethical rules governing the conduct of attorneys, Company Counsel may be precluded from representing the Company and/or SLR and/or the Servicer (or any equity holder thereof) in connection with any such conflict or dispute. Nothing in this Section 11.10 shall preclude the Company from selecting different legal counsel to represent it at any time in the future and no Member shall be deemed by virtue of this Section 11.10 to have waived its right to object to any conflict of interest relating to matters other than this Agreement or the transactions contemplated herein.

Section 11.11 Execution. This Agreement may be executed in any number of counterparts and all such counterparts together shall constitute one agreement binding on all Members.

Section 11.12 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided that this provision shall not be construed to permit any assignment or transfer which is otherwise prohibited hereby.

Section 11.13 Severability. If any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and all other applications thereof shall not in any way be affected or impaired thereby.

Section 11.14 Computation of Time. In computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday on which banks in New York are closed, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or such a legal holiday. Any reference to "business day" shall refer to any day which is not a Saturday, Sunday or such a legal holiday. Any references to time of day shall refer to New York time.

Section 11.15 Entire Agreement. This Agreement and the Subscription Agreements entered into between the Company and each Member in connection with the Members' subscription of interests in the Company set forth the entire understanding among the parties relating to the subject matter hereof, any and all prior correspondence, conversations, memoranda or other writings being merged herein and replaced and being without effect hereon. No promises, covenants or representations of any character or nature other than those expressly stated herein, in such Subscription Agreements, or in any such other agreement have been made to induce any party to enter into this Agreement.

*[Remainder of page left blank]*

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed and delivered as of date first above written.

**SLR INVESTMENT CORP.**

By: \_\_\_\_\_  
Name: Michael Gross  
Title: Co-Chief Executive Officer and President

By: \_\_\_\_\_  
Name: Bruce Spohler  
Title: Co-Chief Executive Officer and Chief Operating Officer

**SUNSTONE SENIOR CREDIT L.P.**

By: [ ]

By: \_\_\_\_\_  
Name: [ ]  
Title: [ ]

## SLR Investment Corp. Announces Formation of SLR Senior Lending Program

NEW YORK — October 12, 2022—SLR Investment Corp. (NASDAQ: SLRC) (the “Company” or “SLRC”) announces that it has entered into a joint venture agreement with SunStone Senior Credit L.P. (the “Investor”) to create SLR Senior Lending Program LLC (“SSLP”). The joint venture is expected to invest primarily in senior secured cash flow loans.

SLR Investment Corp. and the Investor each have made initial equity commitments of \$50 million, resulting in a total equity commitment of \$100 million. SSLP intends to seek third party financing to allow the joint venture to utilize leverage. The Company and the Investor expect to begin funding SSLP with investments prior to the end of 2022. Investment decisions and all other material decisions in respect of SSLP must be approved by representatives of the Company and the Investor.

### **About SLR Investment Corp.**

SLR Investment Corp. is a closed-end investment company that has elected to be treated as a business development company under the Investment Company Act of 1940. A specialty finance company with expertise in several niche markets, the Company primarily invests in leveraged, U.S. upper middle market companies in the form of cash flow, asset-based, and life sciences senior secured loans.

### **Forward-Looking Statements**

Some of the statements in this press release constitute forward-looking statements because they relate to future events, future performance or financial condition. The forward-looking statements may include statements as to: future operating results of SLRC and distribution projections; business prospects of SLRC and the prospects of its portfolio companies; and the impact of the investments that SLRC expects to make. In addition, words such as “anticipate,” “believe,” “expect,” “seek,” “plan,” “should,” “estimate,” “project” and “intend” indicate forward-looking statements, although not all forward-looking statements include these words. The forward-looking statements contained in this press release involve risks and uncertainties. Certain factors could cause actual results and conditions to differ materially from those projected, including the uncertainties associated with (i) changes in the economy, financial markets and political environment; (ii) risks associated with possible disruption in the operations of SLRC or the economy generally due to terrorism, natural disasters or the COVID-19 pandemic; (iii) future changes in laws or regulations (including the interpretation of these laws and regulations by regulatory authorities); (iv) conditions in SLRC’s operating areas, particularly with respect to business development companies or regulated investment companies; (v) general considerations associated with the COVID-19 pandemic; and (vi) other considerations that may be disclosed from time to time in SLRC’s publicly disseminated documents and filings. SLRC has based the forward-looking statements included in this press release on information available to it on the date of this press release, and SLRC assumes no obligation to update any such forward-looking statements. Although SLRC undertakes no obligation to revise or update any forward-looking statements, whether as a result of new information, future events or otherwise, you are advised to consult any additional disclosures that it may make directly to you or through reports that SLRC in the future may file with the Securities and Exchange Commission, including annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K.

### **Contact**

SLR Investment Corp.  
Investor Relations  
(646) 308-8770