

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

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(D) OF
THE SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): May 8, 2020

Monroe Capital Corporation

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

814-00866
(Commission
File Number)

27-4895840
(IRS Employer
Identification No.)

311 South Wacker Drive, Suite 6400, Chicago, IL
(Address of principal executive offices)

60606
(Zip Code)

(312) 258-8300
(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 (see General Instruction A.2. below):

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

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

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value \$0.001 per share	MRCC	The Nasdaq Global Select Market
5.75% Notes due 2023	MRCLL	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 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).

Emerging growth company

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

ITEM 8.01. Other Events.

As previously reported, on May 12, 2017, Monroe Capital Corporation (the “Company”) entered into separate equity sales agreements (the “Equity Distribution Agreements”) with JMP Securities LLC and B. Riley FBR, Inc. (as successor by merger to FBR Capital Markets & Co.), pursuant to which the Company may, but has no obligation to, issue and sell up to \$50.0 million worth of its common stock, par value \$0.001 per share (the “Shares”), in amounts and at times to be determined by the Company. Under the Equity Distribution Agreements, sales of the Shares, if any, may be made in negotiated transactions or transactions that are deemed to be “at the market,” as defined in Rule 415 under the Securities Act of 1933, as amended. As of May 8, 2020, approximately \$2.5 million of the Shares have been sold. On May 8, 2020, the Company entered into two separate amendments to the Equity Distribution Agreements (the “Amendments”) to extend the term of the agreements until all of the remaining Shares are sold or the agreements are earlier terminated.

The description of the Amendments is not complete and is qualified in its entirety by reference to the full text of the Amendments, which are filed as Exhibit 1.1 and Exhibit 1.2 to this Current Report and are incorporated herein by reference. The Equity Distribution Agreements were previously filed on May 12, 2017 as Exhibit (h)(3) and Exhibit (h)(4) to the Company’s registration statement on Form N-2 (File No. 333-216665) (the “Registration Statement”), and are incorporated herein by reference.

The Shares will be offered pursuant to the prospectus supplement dated May 8, 2020 and an accompanying prospectus included in the Registration Statement. This Current Report shall not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction.

Copies of the consent of RSM US LLP and the report of RSM US LLP regarding the Company’s senior securities table as of December 31, 2019 are filed as Exhibit 23.1 and Exhibit 23.2, respectively, to this Current Report and are incorporated by reference into the Registration Statement.

ITEM 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
1.1	Amendment No. 1 to Amended and Restated At Market Issuance Sales Agreement, dated May 8, 2020, by and between the Company and JMP Securities LLC
1.2	Amendment No. 1 to Amended and Restated At Market Issuance Sales Agreement, dated May 8, 2020, by and between the Company and B. Riley FBR, Inc.
23.1	Consent of RSM US LLP
23.2	Report of RSM US LLP Regarding the Senior Securities Table

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.

MONROE CAPITAL CORPORATION

By: /s/ Aaron D. Peck

Name: Aaron D. Peck

Title: Chief Financial Officer

Dated: May 8, 2020

AMENDMENT NO. 1 TO AMENDED AND RESTATED AT MARKET ISSUANCE SALES AGREEMENT

This Amendment No. 1 (this "Amendment") to that certain Amended and Restated At Market Issuance Sales Agreement, dated as of May 12, 2017 (the "Original Agreement"), by and among Monroe Capital Corporation, a Maryland corporation (the "Company"), Monroe Capital BDC Advisors, LLC, a Delaware limited liability company (the "Adviser"), and Monroe Capital Management Advisors, LLC, a Delaware limited liability company (the "Administrator"), and JMP Securities LLC (the "Agent"), is entered into as of May 8, 2020, by and between the Company and the Agent. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Original Agreement.

RECITALS

WHEREAS, the Company and the Agent desire to amend the Original Agreement as hereinafter provided; and

WHEREAS, Section 17 of the Original Agreement provides that the Original Agreement may be amended by the signed written agreement of the Company and the Agent.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

Section 1.1. Amendment to Original Agreement.

- (a) Section 13(d) of the Original Agreement shall be amended and restated in its entirety as follows:

"Unless earlier terminated pursuant to this Section 13, this Agreement shall automatically terminate upon the occurrence of the issuance and sale of all of the Placement Shares through the Agent on the terms and subject to the conditions set forth herein, except that, in such case, the provisions of Section 9 (Payment of Expenses), Section 11 (Indemnification and Contribution), Section 12 (Representations and Agreements to Survive Delivery), Section 18 (Governing Law and Time; Waiver of Jury Trial), and Section 19 (Consent to Jurisdiction) hereof shall remain in full force and effect notwithstanding such termination."

- (b) Section 14 of the Original Agreement shall be amended to replace Duane Morris LLP as a notice party as follows:

"Dechert LLP
1900 K Street NW
Washington, DC 20006
Attention: Harry Pangas
Facsimile: (202) 261-3333
Email: harry.pangas@dechert.com"

Section 2.1. Miscellaneous Provisions.

(a) This Amendment shall only serve to amend and modify the Original Agreement to the extent specifically provided herein. All terms, conditions, provisions and references of and to the Original Agreement which are not specifically modified and/or amended herein shall remain in full force and effect and shall not be altered by any provisions herein contained. On and after the date of this Amendment, each reference in the Original Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Original Agreement in any other agreements, documents or instruments executed and delivered pursuant to the Original Agreement, shall mean and be a reference to the Original Agreement, as amended by this Amendment; provided that references to “the date of this Agreement” and other similar references in the Original Agreement shall continue to refer to the date of the Original Agreement and not to the date of this Amendment.

(b) This Amendment shall be subject to the general provisions contained in Section 14 (other than as expressly provided herein), 15, 17, 18, 19, 20, 21, 22, and 24 of the Original Agreement, which are incorporated by reference herein, in each case, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Amended and Restated At Market Issuance Sales Agreement to be duly executed as of the day and year first above written.

MONROE CAPITAL CORPORATION

By: /s/ Aaron D. Peck

Name: Aaron D. Peck

Title: Chief Financial Officer

JMP SECURITIES LLC

By: /s/ Tosh Chandra

Name: Tosh Chandra

Title: Managing Director

[Signature Page to Amendment No. 1 to Amended and Restated At Market Issuance Sales Agreement]

AMENDMENT NO. 1 TO AMENDED AND RESTATED AT MARKET ISSUANCE SALES AGREEMENT

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RECITALS

WHEREAS, the Company and the Agent desire to amend the Original Agreement as hereinafter provided; and

WHEREAS, Section 17 of the Original Agreement provides that the Original Agreement may be amended by the signed written agreement of the Company and the Agent.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

Section 1.1. Amendment to Original Agreement.

- (a) Section 13(d) of the Original Agreement shall be amended and restated in its entirety as follows:

"Unless earlier terminated pursuant to this Section 13, this Agreement shall automatically terminate upon the occurrence of the issuance and sale of all of the Placement Shares through the Agent on the terms and subject to the conditions set forth herein, except that, in such case, the provisions of Section 9 (Payment of Expenses), Section 11 (Indemnification and Contribution), Section 12 (Representations and Agreements to Survive Delivery), Section 18 (Governing Law and Time; Waiver of Jury Trial), and Section 19 (Consent to Jurisdiction) hereof shall remain in full force and effect notwithstanding such termination."

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"Dechert LLP
1900 K Street NW
Washington, DC 20006
Attention: Harry Pangas
Facsimile: (202) 261-3333
Email: harry.pangas@dechert.com"

Section 2.1. Miscellaneous Provisions.

(a) This Amendment shall only serve to amend and modify the Original Agreement to the extent specifically provided herein. All terms, conditions, provisions and references of and to the Original Agreement which are not specifically modified and/or amended herein shall remain in full force and effect and shall not be altered by any provisions herein contained. On and after the date of this Amendment, each reference in the Original Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Original Agreement in any other agreements, documents or instruments executed and delivered pursuant to the Original Agreement, shall mean and be a reference to the Original Agreement, as amended by this Amendment; provided that references to “the date of this Agreement” and other similar references in the Original Agreement shall continue to refer to the date of the Original Agreement and not to the date of this Amendment.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Amended and Restated At Market Issuance Sales Agreement to be duly executed as of the day and year first above written.

MONROE CAPITAL CORPORATION

By: /s/ Aaron D. Peck

Name: Aaron D. Peck

Title: Chief Financial Officer

B. RILEY FBR, INC.

By: /s/ Patrice McNicoll

Name: Patrice McNicoll

Title: Co-Head of Investment Banking

[Signature Page to Amendment No. 1 to Amended and Restated At Market Issuance Sales Agreement]

Consent of Independent Registered Public Accounting Firm

Board of Directors and Stockholders
Monroe Capital Corporation and Subsidiaries

We consent to the incorporation by reference in the prospectus supplement dated May 8, 2020 (to prospectus dated June 25, 2019) of Monroe Capital Corporation and Subsidiaries (collectively, the Company) of our reports dated March 3, 2020, relating to our audits of the consolidated financial statements and internal control over financial reporting, appearing in the Company's Annual Report on Form 10-K for the year ended December 31, 2019. We also consent to the use in this prospectus supplement of our report dated March 3, 2020, relating to the senior securities table appearing in this prospectus supplement.

We also consent to the reference to our firm under the captions "Senior Securities" and "Independent Registered Public Accounting Firm" in this prospectus supplement.

/s/ RSM US LLP

Chicago, Illinois
May 8, 2020

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of
Monroe Capital Corporation and Subsidiaries

Our audits of the consolidated financial statements and internal control over financial reporting referred to in our report dated March 3, 2020 (incorporated by reference in the registration statement on Form N-2 (File No. 333-216665)) also included an audit of the senior securities table of Monroe Capital Corporation and Subsidiaries (the Company) as of December 31, 2019. This table is the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits of the consolidated financial statements.

In our opinion, the senior securities table, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ RSM US LLP

Chicago, Illinois
March 3, 2020
