

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): July 30, 2013 (July 29, 2013)

Stellus Capital Investment Corporation
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of incorporation)

814-00971
(Commission File Number)

46-0937320
(I.R.S. Employer Identification No.)

4400 Post Oak Parkway, Suite 2200
Houston, Texas 77027
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(713) 292-5400**

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K 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))
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Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed, Stellus Capital Investment Corporation (the “Company”) is party to a Senior Secured Revolving Credit Agreement (the “Credit Facility”), dated as of November 13, 2012, by and among the Company, the lenders party thereto, SunTrust Bank, as a lender and the administrative agent, and SunTrust Robinson Humphrey, Inc., as sole lead arranger and sole book runner.

On July 30, 2013, the Company increased its borrowing capacity under the Credit Facility from \$115 million to \$135 million by entering into a Commitment Increase Letter Agreement (the “Letter Agreement”), dated as of July 30, 2013, by and among the Company, Cadence Bank, N.A., as a lender, State Street Bank and Trust Company, as a lender, Amegy Bank, N.A., as a lender, and SunTrust Bank, as a lender and the administrative agent. There were no additional material changes to the Credit Facility as a result of the Letter Agreement.

A copy of Letter Agreement is attached as Exhibit 10.1 to this Current Report on Form 8-K.

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

The information set forth under Item 1.01 is hereby incorporated by reference into this Item 2.03.

Item 5.07 Submission of Matters to a Vote of Security Holders.

Stellus Capital Investment Corporation (the “Company”) reconvened its Annual Meeting of Shareholders on July 29, 2013 (the “Annual Meeting”). At the Annual Meeting, the Company submitted two proposals to the vote of the shareholders, which are described in detail in the Company’s proxy statement dated April 15, 2013. As of April 1, 2013, the record date for the Annual Meeting, 12,050,272 shares of common stock were eligible to be voted.

The Annual Meeting, originally scheduled for May 23, 2013, was initially postponed until June 27, 2013 in order to provide the Company with additional time to solicit additional votes to approve the two proposals to be considered at the Annual Meeting. On June 27, 2013, the proposal to elect two directors of the Company was submitted to the vote of the shareholders. Of the shares eligible to be voted, 6,124,391 were voted in person or by proxy in connection with the proposal to elect two directors at the Annual Meeting. The Company then determined to adjourn the meeting until July 29, 2013 in order to provide the Company with additional time to solicit additional votes to approve the proposal to issue shares below net asset value per share. On July 29, 2013, 6,263,418 shares were voted in person or by proxy in connection with the proposal to issue shares below net asset value.

Each of the proposals submitted to a vote of the shareholders of the Company at the Annual Meeting was approved as follows:

Proposal 1: Election of Directors

The Company’s shareholders elected Dean D’Angelo and William C. Repko as directors to each serve for a three year term, or until their successors are duly elected and qualified. The following votes were taken in connection with this proposal:

<u>Nominee</u>	<u>Total Votes For</u>	<u>Total Votes Withheld</u>
Dean D'Angelo	5,866,265	258,126
William C. Repko	5,942,451	181,940

Proposal 2: Issuance of Shares Below Net Asset Value

The proposal to authorize the Company, with the approval of the Board, to sell or otherwise issue up to 25% of the Company's outstanding common stock at an offering price that is below the Company's then current NAV per share was approved. The following votes were taken in connection with this proposal:

	<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>
All Stockholders	5,477,932	607,452	178,034
All Stockholders Excluding Affiliates*	5,257,793	607,452	178,034

* Of the 12,050,272 shares of the Company's common stock eligible to vote as of the record date for the Annual Meeting, 11,829,441 shares of the Company's common stock were held by persons or entities not affiliated with the Company.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Commitment Increase Letter Agreement, dated as of July 30, 2013, by and among the Company, Cadence Bank, N.A., as a lender, State Street Bank & Trust Company, as a lender, Amegy Bank, N.A., as a lender, and SunTrust Bank, as a lender and the administrative agent.

SIGNATURES

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

Date: July 30, 2013

Stellus Capital Investment Corporation

By: /s/ W. Todd Huskinson

Name: W. Todd Huskinson

Title: Chief Financial Officer

COMMITMENT INCREASE LETTER AGREEMENT

THIS COMMITMENT INCREASE LETTER AGREEMENT, dated as of July 30, 2013 (this "Letter Agreement"), is among Stellus Capital Investment Corporation, as borrower (the "Borrower"), Cadence Bank, N.A., as a lender ("Cadence"), State Street Bank and Trust Company, as a lender ("State Street"), Amegy Bank, N.A., as a lender ("Amegy" and, together with Cadence, State Street and Amegy, collectively, the "Increasing Lenders") and SunTrust Bank, as a Lender ("SunTrust") and as administrative agent (the "Administrative Agent").

WHEREAS, the Borrower, the Increasing Lenders and certain other lenders from time to time party thereto and the Administrative Agent are parties to the Senior Secured Revolving Credit Agreement, dated as of November 13, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, (a) the Borrower has requested that the Commitments (as defined in the Credit Agreement) be increased from \$115,000,000 to \$135,000,000 pursuant to Section 2.08(e) of the Credit Agreement, (b) the Borrower has requested that the other parties hereto agree to waive certain notice requirements in Section 2.08(e)(i) of the Credit Agreement, (c) each Increasing Lender has agreed to increase such Increasing Lender's Commitment (as defined in the Credit Agreement).

NOW, THEREFORE, the parties hereto hereby covenant and agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms for which meanings are provided in the Credit Agreement are, unless otherwise defined herein or the context otherwise requires, used in this Letter Agreement with such meanings.

ARTICLE 2. NOTICE OF COMMITMENT INCREASE REQUEST

Pursuant to Section 2.08(e) of the Credit Agreement, the Borrower hereby irrevocably requests that the Commitments be increased from \$115,000,000 to \$135,000,000 (the "Commitment Increase") on the date hereof.

ARTICLE 3. WAIVER

3.1 Waiver. The Borrower has requested that the Administrative Agent and the Increasing Lenders (acting as the Required Lenders) waive compliance with certain requirements related to the Commitment Increase that are set forth in Section 2.08(e)(i) of the Credit Agreement for purposes of effectuating the Commitment Increase under this Letter Agreement. By this Letter Agreement, the Administrative Agent and the Increasing Lenders (acting as the Required Lenders) hereby waive the following for purposes of effectuating the Commitment Increase under this Letter Agreement:

(a) the requirement set forth in Section 2.08(e)(i) of the Credit Agreement that the Borrower provide 10 Business Days' notice of any commitment increase request to the Lenders;

(b) the requirement set forth in Section 2.08(e)(i) of the Credit Agreement that the Borrower provide three Business Days' notice to the Administrative Agent of (i) the Lenders that have agreed to the Commitment Increase and (ii) the date on which the Commitment Increase will become effective; and

(c) the requirement set forth in Section 2.08(e)(i)(A) of the Credit Agreement that the minimum amount of the Commitment of any Assuming Lender, and the minimum amount of the increase of the Commitment of any Increasing Lender, as part of such Commitment Increase shall be \$10,000,000 or a larger multiple of \$5,000,000 in excess thereof.

3.2 The Administrative Agent and the Increasing Lenders hereby fully preserve all their rights, powers, and remedies against the Borrower. Other than as expressly set forth herein, nothing contained herein is or shall be deemed to be a waiver or abandonment of any Event of Default (whether presently or subsequently existing) or any rights or remedies available to the Administrative Agent or any Lender under the Loan Documents, applicable law, or otherwise, each of which rights, powers, or remedies is hereby specifically and expressly reserved, including the right to seek judgment against any Obligor and/or any other person or entity or to take any other action permitted under the Loan Documents and/or applicable law. Without limiting the generality of the foregoing, (a) the Borrower acknowledges and agrees that this Letter Agreement is not intended to, nor shall it, establish any course of dealing among the Borrower, the Administrative Agent, and the Lenders, or any thereof, that is inconsistent with the express terms of the Loan Documents; and (b) nothing contained herein shall be deemed to constitute on the part of the Administrative Agent or the Increasing Lender of any commitment or agreement to enter into any further waiver, amendment, extension, or other modification.

ARTICLE 4.
AGREEMENT TO INCREASE COMMITMENTS

Effective upon the satisfaction of the conditions set forth in Sections 2.08(e)(i) and (ii) of the Credit Agreement, except for any conditions that have been expressly waived pursuant to this Letter Agreement:

4.1 Cadence Commitment Increase. Cadence hereby agrees to increase its Dollar Commitment from \$25,000,000 to \$30,000,000.

4.2 State Street Commitment Increase. State Street hereby agrees to increase its Multicurrency Commitment from \$25,000,000 to \$30,000,000.

4.3 Amegy Commitment Increase. Amegy hereby agrees to increase its Dollar Commitment from \$20,000,000 to \$30,000,000.

**ARTICLE 5.
BORROWER COMMITMENT INCREASE CERTIFICATIONS**

Pursuant to Section 2.08(e)(i) of the Credit Agreement, the Borrower hereby certifies as of the date hereof that:

5.1 No Default. No Default has occurred and is continuing.

5.2 Representations and Warranties. The representations and warranties contained in the Credit Agreement are be true and correct in all material respects (or, in the case of any portion of the representations and warranties already subject to a materiality qualifier, true and correct in all respects) on and as of the date hereof as if made on and as of the date hereof (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

**ARTICLE 6.
CONDITIONS PRECEDENT**

This Letter Agreement shall become effective on the date when the Administrative Agent shall have received counterparts of this Letter Agreement duly executed and delivered on behalf of each of the parties hereto.

**ARTICLE 7.
MISCELLANEOUS**

7.1 Binding Obligation. (a) This Letter Agreement shall be binding on the parties hereto and their respective successors and assigns.

(b) Except as expressly waived by this Letter Agreement, all of the terms and provisions of the Credit Agreement and the other Loan Documents shall remain in full force and effect.

(c) This Letter Agreement is a Loan Document executed pursuant to the Credit Agreement and shall be construed and administered in accordance with all of the terms and provisions of the Credit Agreement.

7.2 Counterparts. This Letter Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall be taken together as one agreement. Delivery of an executed counterpart of a signature page to this letter agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Letter Agreement.

7.3 Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

7.4 Headings. Section headings in this Letter Agreement are included herein for convenience of reference only and shall not constitute a part of this Letter Agreement for any other purpose.

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

STELLUS CAPITAL INVESTMENT CORPORATION, as Borrower

By: /s/ W. Todd Huskinson

Name: W. Todd Huskinson

Title: Chief Financial Officer, Chief Compliance Officer, Treasurer and Secretary

SUNTRUST BANK, as Administrative Agent

By: /s/ Doug Kennedy
Name: Doug Kennedy
Title: Vice President

CADENCE BANK, N.A., as an Increasing Lender

By: /s/ C. Ross Bartley
Name: C. Ross Bartley
Title: Executive Vice President

STATE STREET BANK AND TRUST COMPANY, as an Increasing Lender

By: /s/ John T. Daley
Name: John T. Daley
Title: Vice President

AMEGY BANK, N.A., as an Increasing Lender

By: /s/ Kelly Nash
Name: Kelly Nash
Title: Vice President