

**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): November 22, 2023 (November 21, 2023)

**Stellus Capital Investment Corporation**  
(Exact Name of Registrant as Specified in Charter)

Maryland  
(State or Other Jurisdiction  
of Incorporation)

814-00971  
(Commission  
File Number)

46-0937320  
(IRS Employer  
Identification No.)

4400 Post Oak Parkway, Suite 2200  
Houston, Texas  
(Address of Principal Executive Offices)

77027  
(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 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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.001 per share	SCM	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§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 November 21, 2023, Stellus Capital Investment Corporation (the “Company”) entered into the Fourth Amendment to Amended and Restated Senior Secured Revolving Credit Agreement (the “Fourth Amendment Agreement”) by and among the Company, as the borrower, Zions Bancorporation, N.A. dba Amegy Bank (“Amegy Bank”), as the administrative agent, and the lenders that are party thereto from time to time (collectively, the “Lenders”). The Fourth Amendment Agreement further amends the Amended and Restated Senior Secured Revolving Credit Agreement dated September 18, 2020 (as amended by the First Amendment and Commitment Increase to Amended and Restated Senior Secured Revolving Credit Agreement, dated December 22, 2021, the Second Amendment to Amended and Restated Senior Secured Revolving Credit Agreement dated February 28, 2022, and the Third Amendment and Commitment Increase to Amended and Restated Senior Secured Revolving Credit Agreement, dated May 13, 2022, the “Existing Credit Facility”) by and among the Company, Amegy Bank, as the administrative agent, and the Lenders that are party thereto from time to time. The Fourth Amendment Agreement, among other things, (i) decreases the maximum commitment under the Existing Credit Facility from \$265,000,000 to \$260,000,000, (ii) increases the maximum accordion limit from \$315,000,000 to \$350,000,000, (iii) authorizes the replacement of CDOR with a CORRA benchmark rate to be agreed for advances in Canadian Dollars, (iv) extends the Commitment Termination Date to November 21, 2027 and Final Maturity Date to November 21, 2028, and (v) reduces the Company's interest coverage ratio requirement from 2.00:1.00 to 1.75:1.00.

Capitalized terms under this Item 1.01, unless otherwise defined herein, have the meaning ascribed to them under the Existing Credit Facility. The description above is only a summary of the material provisions of the Fourth Amendment Agreement and is qualified in its entirety by reference to a copy of the Fourth Amendment Agreement, which is filed as Exhibit 10.1 to this current report on Form 8-K and incorporated by reference herein.

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

The information contained in Item 1.01 to this current report on Form 8-K is by this reference incorporated in this Item 2.03.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

Exhibit Number	Description
<a href="#">10.1</a>	<a href="#">Fourth Amendment to Amended and Restated Senior Secured Revolving Credit Agreement, dated as of November 21, 2023, among Stellus Capital Investment Corporation, the lenders party thereto, and Zions Bancorporation, N.A. dba Amegy Bank, as the administrative agent.</a>
104	The cover page from this Current Report on Form 8-K formatted in Inline XBRL (included as Exhibit 101).

**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: November 22, 2023

STELLUS CAPITAL INVESTMENT CORPORATION

By: /s/ W. Todd Huskinson

W. Todd Huskinson

Chief Financial Officer

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**FOURTH AMENDMENT TO  
AMENDED AND RESTATED SENIOR SECURED REVOLVING CREDIT AGREEMENT**

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED SENIOR SECURED REVOLVING CREDIT AGREEMENT dated as of November 21, 2023 (this "**Amendment**"), is among STELLUS CAPITAL INVESTMENT CORPORATION, a Maryland corporation (the "**Borrower**"), the LENDERS party hereto, and ZIONS BANCORPORATION, N.A. dba AMEGY BANK, as Administrative Agent. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in **Article I** of this Amendment.

WITNESSETH:

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to that certain Amended and Restated Senior Secured Revolving Credit Agreement, dated as of September 18, 2020 (as amended by that First Amendment and Commitment Increase to Amended and Restated Senior Secured Revolving Credit Agreement dated December 22, 2021, that Second Amendment to Amended and Restated Senior Secured Revolving Credit Agreement dated February 28, 2022, that Third Amendment and Commitment Increase to Amended and Restated Senior Secured Revolving Credit Agreement dated May 13, 2022, and as further amended, supplemented, and restated or otherwise modified, the "**Credit Agreement**");

WHEREAS, the Borrower requests certain amendments to the Credit Agreement, including (i) a change in the total Commitments, (ii) an extension of the Commitment Termination Date and Final Maturity Date, and (iii) the authorization to replace CDOR with the CORRA benchmark, in each case as more fully set forth herein; and

WHEREAS, the Lenders are willing, on the terms and subject to the conditions hereinafter set forth, to agree to the amendments set forth below and the other terms hereof.

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

**ARTICLE I  
DEFINITIONS**

Section 1.1 Certain Definitions. The following terms when used in this Amendment shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"**Amendment**" is defined in the *preamble*.

"**Borrower**" is defined in the *preamble*.

"**Credit Agreement**" is defined in the *first recital*.

"**Fourth Amendment Effective Date**" is defined in *Article III*.

Section 1.2 Other Definitions. Capitalized terms used in this Amendment but not defined herein, shall have the meanings given such terms in the Credit Agreement.

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**ARTICLE II**  
**AMENDMENTS TO CREDIT AGREEMENT**

Section 2.1 Amendments to Credit Agreement.

(a) **Section 1.01** (Definitions) of the Credit Agreement is amended to (i) delete the defined term “Unsecured Notes Due 2022” in its entirety, and (ii) add the following new defined terms in their appropriate alphabetical order:

“**Fourth Amendment**” means that certain Fourth Amendment to Amended and Restated Senior Secured Revolving Credit Agreement dated November 21, 2023, among the Borrower, the Lenders, and the Administrative Agent.

“**Fourth Amendment Effective Date**” means November 21, 2023.

“**Unsecured Notes**” means the Borrower’s 4.875% Notes due 2026, issued pursuant to that certain Indenture dated May 5, 2014, between the Borrower, as issuer, and U.S. Bank National Association, as trustee, as supplemented from time to time.

(b) **Section 1.01** (Definitions) of the Credit Agreement is amended to delete the definitions of “Commitment Termination Date”, “Federal Funds Effective Rate”, “Final Maturity Date”, and “Scheduled Payment Date” in their entirety and to replace them with the following:

“**Commitment Termination Date**” means November 21, 2027, as such date may be extended upon the consent of each affected Lender and the payment by Borrower of a then-market commitment fee.

“**Federal Funds Effective Rate**” means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it; provided that if the Federal Funds Effective Rate as so determined shall ever be less than the Floor, then the Federal Funds Effective Rate shall be deemed to be the Floor.

“**Final Maturity Date**” means November 21, 2028.

“**Scheduled Payment Date**” means the 15<sup>th</sup> day of each calendar month beginning December 15, 2027, and continuing on the 15<sup>th</sup> day of each calendar month thereafter through and including the Final Maturity Date.

(c) The last sentence of the definition of “Commitments” in **Section 1.01** of the Credit Agreement is deleted in its entirety and replaced with the following sentence: “The aggregate amount of all Dollar Lenders’ Commitments as of the Fourth Amendment Effective Date is \$260,000,000.”

(d) The definitions of “Permitted Refinancing” and “Unsecured Longer-Term Indebtedness” in **Section 1.01** of the Credit Agreement are each amended to delete the defined term “Unsecured Notes Due 2022” where it appears and to replace it with the new defined term “Unsecured Notes”.

(e) **Clauses (A) and (B) of Section 2.08(e)(i)** (Increase of the Commitments) of the Credit Agreement are deleted in their entirety and replaced with the following clauses:

“(A) 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 \$15,000,000 or a larger multiple of \$5,000,000 in excess thereof (or such lesser amount as the Administrative Agent may reasonably agree);

(B) immediately after giving effect to such Commitment Increase, the total Commitments of all of the Lenders hereunder shall not exceed \$350,000,000;”

(f) **Clause (a) of Section 5.13** (Calculation of Borrowing Base) is amended to replace “20%” with “12%” whereby such clause (a) shall read in its entirety as follows:

“(a) the Advance Rate applicable to that portion of the aggregate Value of the Portfolio Investments of all issuers in a consolidated group of corporations or other entities (collectively, a “**Consolidated Group**”) exceeding 12% of Shareholders’ Equity of the Borrower (which, for purposes of this calculation shall exclude the aggregate amount of investments in, and advances to, Financing Subsidiaries) shall be 0%;”

(g) **Section 5.14** (Refinancing of Unsecured Notes Due 2022) of the Credit Agreement is deleted in its entirety and replaced with the following:

“Section 5.14 **Refinancing of Unsecured Notes.** By no later than September 30, 2025, the Borrower shall cause at least the entire outstanding principal balance of the Unsecured Notes to be extended and refinanced under the terms of a Permitted Refinancing that complies with this Agreement (including, but not limited to, **Section 6.01(b)**).”

(h) **Section 6.07(a)** (Minimum Shareholders’ Equity) of the Credit Agreement is deleted in its entirety and replaced with the following:

“(a) **Minimum Shareholders’ Equity.** The Borrower will not permit Shareholders’ Equity at the last day of any fiscal quarter of the Borrower to be less than \$173,255,660 plus 25% of the net proceeds of the sale of Equity Interests by the Borrower and its Subsidiaries after June 30, 2023 (other than proceeds of sales of Equity Interests by and among the Borrower and its Subsidiaries).”

(i) **Section 6.07(d)** (Interest Coverage Ratio) of the Credit Agreement is deleted in its entirety and replaced with the following:

“(d) **Interest Coverage Ratio.** The Borrower will not permit the Interest Coverage Ratio to be less than 1.75 : 1.00 as of the last day of Borrower’s fiscal quarter ending December 31, 2023, and the last day of each fiscal quarter thereafter.”

(j) **Section 6.01(b)** (Indebtedness), **Section 6.11** (Modifications of Unsecured Notes Due 2022 and Unsecured Longer-Term Indebtedness Documents), and **Section 6.12** (Payments of Unsecured Notes Due 2022, SBA Debentures, and Unsecured Longer-Term Indebtedness) of the Credit Agreement are amended to delete the defined term “Unsecured Notes Due 2022” and replace it in each place with the new defined term “Unsecured Notes”.

(k) The last sentence of **Section 9.02(b)** (Amendments to this Agreement) is deleted in its entirety and replaced with the following:

“Notwithstanding the foregoing, (i) amendments and modifications to Annex A may be approved and executed in accordance with Section 2.01(b) hereof, and (ii) amendments and supplements to this Agreement and the other Loan Documents for the purpose of replacing the CDOR Rate and Adjusted CDOR Rate may be made in accordance with the terms of the Fourth Amendment.”

(l) **Schedule 1.01(b)** (Commitments) is amended and restated in its entirety in the form of **Schedule 1.01(b)** to this Amendment. On the Fourth Amendment Effective Date, adjustments of Borrowings will be made that will result in, after giving effect to all such deemed prepayments and borrowings, such Loans and participations in Letters of Credit, Swingline Loans and Multicurrency Loans being held by the Lenders ratably in accordance with their Commitments, after giving effect to the Commitments set forth on **Schedule 1.01(b)** attached hereto. Each Lender party hereto hereby waives any breakage fees or other amounts to which such Lender may otherwise be entitled under Section 2.15 of the Credit Agreement, which may result from the prepayment of any Loan of that Lender on the Fourth Amendment Effective Date as a result of the foregoing adjustments.

Section 2.2 Amendments to Replace CDOR.

(a) At any time following the Fourth Amendment Effective Date, the Lenders covenant and agree that Administrative Agent, Multicurrency Lender, and the Borrower are authorized to enter into amendments or supplements to the Credit Agreement and the other Loan Documents for the purpose of replacing the CDOR Rate and Adjusted CDOR Rate with a CORRA benchmark rate for Multicurrency Loans denominated in CAD and making technical, administrative or operational changes (including but not limited to timing and frequency of determining rates and making payments of interest, and timing of Borrowing Requests) pursuant to a written agreement which is approved and executed by the Administrative Agent, Multicurrency Lender and the Borrower (whether one or more amendments, the “**CORRA Amendment**”). “**CORRA**” means the Canadian Overnight Repo Rate Average as administered and published by the CORRA Administrator. “**CORRA Administrator**” means the Bank of Canada (or any successor administrator of the Canadian Overnight Repo Rate Average).

(b) Each Lender consents and agrees that the definitive CORRA Amendment may expressly provide that:

(i) the CORRA benchmark rate may be a forward-looking term rate (administered by CanDeal Benchmark Administration Services Inc., TSX, Inc. or a successor administrator of the forward-looking term rate selected by the Administrative Agent in its reasonable discretion) and/or a daily compounded rate and may also include options to borrow Multicurrency Loans denominated in CAD as Canadian prime rate loans;

(ii) the Administrative Agent is authorized to make technical, administrative or operational changes from time to time to use, administer, adopt or implement the CORRA benchmark with respect to Multicurrency Loans denominated in CAD without any further action or consent of any other party to this Agreement or any other Loan Document;

(iii) Multicurrency Loans in CAD made by the Multicurrency Lender shall remain subject to participation by each Lender as provided in Section 2.01 of the Credit Agreement; and

(iv) when executed by the Administrative Agent, the CORRA Amendment will be conclusive and binding on each Lender and each Lender authorizes the Administrative Agent to enter into the CORRA Amendment on such Lender’s behalf and on such terms as are acceptable to the Administrative Agent.

**ARTICLE III  
CONDITIONS TO EFFECTIVENESS**

Section 3.1 Effective Date. This Amendment shall become effective on the date (the “*Fourth Amendment Effective Date*”) when the Administrative Agent shall have received:

- (a) counterparts of this Amendment duly executed and delivered on behalf of the Borrower, each Lender, and the Administrative Agent, together with the Subsidiary Guarantors’ Consent and Agreement executed by each Subsidiary Guarantor;
- (b) a Revolving Credit Note executed by Borrower in the maximum principal amount of each Lender’s Commitment, as requested by any Lender;
- (c) an Officer’s Certificate of Borrower, certifying as to incumbency of officers, specimen signatures, organizational documents, and resolutions adopted by the Board of Directors of Borrower authorizing this Amendment, in form and substance satisfactory to Administrative Agent;
- (d) satisfactory results of UCC lien search reports of Borrower and each Subsidiary Guarantor from each applicable jurisdiction;
- (e) a certificate of existence/good standing for Borrower and each Subsidiary Guarantor from its jurisdiction of formation;
- (f) a legal opinion of counsel to Borrower with respect to this Amendment in form and substance acceptable to the Administrative Agent; and
- (g) payment by the Borrower of all fees payable pursuant to the Fourth Amendment Fee Letter dated as of the date hereof between the Borrower and Amegy Bank.

**ARTICLE IV  
MISCELLANEOUS**

Section 4.1 Representations. The Borrower hereby represents and warrants that (i) this Amendment constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, (ii) upon the effectiveness of this Amendment, no Event of Default shall exist and (iii) its representations and warranties as set forth in the Loan Documents, as applicable, are true and correct in all material respects (except those representations and warranties qualified by materiality or by reference to a material adverse effect, which are true and correct in all respects) on and as of the date hereof as though made on and as of the date hereof (unless such representations and warranties specifically refer to a specific date, in which case, they shall be complete and correct in all material respects (or, with respect to such representations or warranties qualified by materiality or by reference to a material adverse effect, complete and correct in all respects) on and as of such specific date).

Section 4.2 Cross-References. References in this Amendment to any Article or Section are, unless otherwise specified, to such Article or Section of this Amendment.

Section 4.3 Loan Document Pursuant to Credit Agreement. This Amendment is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with all of the terms and provisions of the Credit Agreement, as amended hereby, including *Article IX* thereof.



Section 4.4 Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4.5 Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy electronically (e.g. pdf) shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 4.6 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

Section 4.7 Full Force and Effect. On and after the Fourth Amendment Effective Date, each reference in any Loan Document to the Credit Agreement, “thereunder”, “thereof” or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Amendment. Except as specifically amended by this Amendment, the Credit Agreement and the other Loan Documents shall remain in full force and effect (with the same priority, as applicable) and are hereby ratified and confirmed and this Amendment shall not be considered a novation. The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender or any other party under, the Credit Agreement or any of the other Loan Documents.

***[Signatures on Following Pages.]***

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

BORROWER:

**STELLUS CAPITAL INVESTMENT CORPORATION**

By: /s/ W. Todd Huskinson

W. Todd Huskinson

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

SIGNATURE PAGE TO FOURTH AMENDMENT— STELLUS

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LENDERS:

**ZIONS BANCORPORATION, N.A. DBA AMEGY BANK,**  
as Administrative Agent, Swingline Lender,  
Issuing Bank and as a Lender

By: /s/ Mario Gagetta  
Mario Gagetta  
Vice President

SIGNATURE PAGE TO FOURTH AMENDMENT– STELLUS

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FROST BANK,  
as a Lender

By: /s/ Jake Fitzpatrick  
Name: Jake Fitzpatrick  
Title: Senior Vice President

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SIGNATURE PAGE TO FOURTH AMENDMENT- STELLUS

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CADENCE BANK,  
as a Lender

By: /s/ Tim Ashe  
Name: Tim Ashe  
Title: Senior Vice President

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SIGNATURE PAGE TO FOURTH AMENDMENT- STELLUS

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CITY NATIONAL BANK, a national banking association, as a Lender

By: /s/ Marc Galindo

Name: Marc Galindo

Title: Duly Authorized Signatory

SIGNATURE PAGE TO FOURTH AMENDMENT- STELLUS

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STELLAR BANK,  
as a Lender

By: /s/ Jeff Caley

Name: Jeff Caley

Title: SVP - Corporate Banking

SIGNATURE PAGE TO FOURTH AMENDMENT— STELLUS

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HANCOCK WHITNEY BANK,  
as a Lender

By: /s/ Ian McKie  
Name: Ian McKie  
Title: SVP

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SIGNATURE PAGE TO FOURTH AMENDMENT— STELLUS

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WOODFOREST NATIONAL BANK,  
as a Lender

By: /s/ Christine Dobbins  
Name: Christine Dobbins  
Title: Vice President

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SIGNATURE PAGE TO FOURTH AMENDMENT— STELLUS

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TEXAS CAPITAL BANK,  
as a Lender

By: /s/ Robert Pitcock  
Name: Robert Pitcock  
Title: Executive Director

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SIGNATURE PAGE TO FOURTH AMENDMENT- STELLUS

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TRUSTMARK NATIONAL BANK,  
as a Lender

By: /s/ Jeff Deutsch  
Name: Jeff Deutsch  
Title: SVP

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BOKF, NA dba BANK OF TEXAS,  
as a Lender

By: /s/ Fernando Sanchez  
Name: Fernando Sanchez  
Title: SVP

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SIGNATURE PAGE TO FOURTH AMENDMENT— STELLUS

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**SUBSIDIARY GUARANTORS' CONSENT AND AGREEMENT  
TO FOURTH AMENDMENT**

As an inducement to Administrative Agent and Lenders party thereto to execute, and in consideration of Administrative Agent's and such Lenders' execution of, the Fourth Amendment dated as of November 21, 2023 (the "**Amendment**") (capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in **Article I** of the Amendment), among Stellus Capital Investment Corporation, a Maryland corporation, the Lenders party thereto, and Zions Bancorporation, N.A. dba Amegy Bank, as Administrative Agent, each of the undersigned Subsidiary Guarantors hereby consents to the Amendment, and agrees that the Amendment shall in no way release, diminish, impair, reduce or otherwise adversely affect the obligations and liabilities of the undersigned under any Guarantee and Security Agreement executed by the undersigned in connection with the Credit Agreement, or under any Loan Documents, agreements, documents or instruments executed by the undersigned to create liens, security interests or charges to secure any of the Guaranteed Obligations (as defined in the Guarantee and Security Agreement), all of which are in full force and effect. Each of the undersigned further represents and warrants to Administrative Agent and the Lenders that, after giving effect to the Amendment, (a) the representations and warranties in each Loan Document to which the undersigned is a party are 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 of the Amendment as if made on and as of the date of the Amendment (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date), and (b) no Default or Event of Default has occurred and is continuing. Each undersigned Subsidiary Guarantor agrees to be bound by the terms, conditions, covenants and agreements in the Amendment. This Consent and Agreement is executed as of the date of the Amendment and shall be binding upon each of the undersigned, and their respective successors and assigns, and shall inure to the benefit of Administrative Agent, Lenders, and their successors and assigns.

**[Signatures on Following Pages.]**

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SUBSIDIARY GUARANTORS:

**SCIC – ERC BLOCKER 1, INC.,**  
a Delaware corporation

By: /s/ W. Todd Huskinson  
W. Todd Huskinson  
Authorized Signatory

**SCIC – CC BLOCKER 1, INC.,**  
a Delaware corporation

By: /s/ W. Todd Huskinson  
W. Todd Huskinson  
Authorized Signatory

**SCIC – SKP BLOCKER 1, INC.,**  
a Delaware corporation

By: /s/ W. Todd Huskinson  
W. Todd Huskinson  
Authorized Signatory

**SCIC – HOLLANDER BLOCKER 1, INC.,**  
a Delaware corporation

By: /s/ W. Todd Huskinson  
W. Todd Huskinson  
Authorized Signatory

**SCIC – APE BLOCKER 1, INC.,**  
a Delaware corporation

By: /s/ W. Todd Huskinson  
W. Todd Huskinson  
Authorized Signatory

**SCIC – ICD BLOCKER 1, INC.,**  
a Delaware corporation

By: /s/ W. Todd Huskinson  
W. Todd Huskinson  
Authorized Signatory

**SCIC – CONSOLIDATED BLOCKER, INC.,**  
a Delaware corporation

By: /s/ W. Todd Huskinson  
W. Todd Huskinson  
Authorized Signatory

**SCIC – VENBROOK BLOCKER, INC.,**  
a Delaware corporation

By: /s/ W. Todd Huskinson  
W. Todd Huskinson  
Authorized Signatory

**SCIC – INVINCIBLE BLOCKER 1, INC.,**  
a Delaware corporation

By: /s/ W. Todd Huskinson  
W. Todd Huskinson  
Authorized Signatory