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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): **April 5, 2018 (March 30, 2018)**

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**New Mountain Finance Corporation**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**814-00832**  
(Commission  
File Number)

**27-2978010**  
(IRS Employer  
Identification Number)

**787 7<sup>th</sup> Avenue, 48<sup>th</sup> Floor, New York, NY 10019**  
(Address of principal executive offices)

Registrant's telephone number, including area code **(212) 720-0300**

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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))
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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.

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

On March 30, 2018, New Mountain Finance Corporation (the "**Company**") entered into the First Amendment to Loan and Security Agreement (the "**First Amendment**"), which amended the Third Amended and Restated Loan and Security Agreement (together with the exhibits and schedules thereto, the "**Holdings Credit Facility**"), by and among the Company, as the collateral manager, New Mountain Finance Holdings, L.L.C., as the borrower (the "**Borrower**"), Wells Fargo Bank, National Association ("**Wells Fargo Bank**"), as the administrative agent (the "**Administrative Agent**"), the lenders party thereto, and Wells Fargo Bank, as collateral custodian.

The First Amendment modifies the applicable spread used to determine the per annum interest rate payable under the Holdings Credit Facility by reducing such applicable spread for the pro rata portion of the facility secured by assets that are not First Lien Loans that are also Broadly Syndicated Loans (as each such term is defined under the Holdings Credit Facility) from 2.50% to 2.25%. The applicable spread for the pro rata portion of the facility secured by First Lien Loans that are also Broadly Syndicated Loans remains 1.75%. The First Amendment also modifies the applicable spread that would be effective during an Event of Default or a Curable BDC Asset Coverage Event (as each such term is defined under the Holdings Credit Facility) by reducing such applicable spread from 3.50% to 3.25%. No other terms of the Holdings Credit Facility were modified pursuant to the First Amendment.

The Holdings Credit Facility continues to have a revolving period ending on October 24, 2020, and will still mature on October 24, 2022.

The lender group under the Holdings Credit Facility, which also includes Raymond James Bank, N.A., State Street Bank and Trust Company, NBH Bank, and State Bank and Trust Company, have made commitments or advances aggregating \$495,000,000.

The description above is qualified in its entirety by reference to the copy of the First Amendment to the Loan and Security Agreement, which is filed as Exhibit 10.1 to this current report on Form 8-K and is incorporated herein by reference thereto.

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

The disclosure set forth above under Item 1.01 is incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits**

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

**Exhibit No.**

10.1 [First Amendment to Loan and Security Agreement, dated as of March 30, 2018, by and among New Mountain Finance Corporation, as the collateral manager, New Mountain Finance Holdings, L.L.C., as the borrower, Wells Fargo Bank, National Association, as the administrative agent, the lenders party thereto and Wells Fargo Bank, National Association, as the collateral custodian.](#)

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

NEW MOUNTAIN FINANCE CORPORATION

Date: April 5, 2018

By: /s/ Karrie J. Jerry  
Name: Karrie J. Jerry  
Title: Corporate Secretary

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## EXECUTION VERSION

FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT, dated as of March 30, 2018 (this “Amendment”), among NEW MOUNTAIN FINANCE HOLDINGS, L.L.C., a Delaware limited liability company (the “Borrower”), NEW MOUNTAIN FINANCE CORPORATION, a Delaware corporation (the “Collateral Manager”), WELLS FARGO BANK, NATIONAL ASSOCIATION, as the administrative agent (“Administrative Agent”), as swingline lender and as a lender (the “Lender”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral custodian (the “Collateral Custodian”).

WHEREAS, the Borrower, the Collateral Manager, the Administrative Agent, the Lender, the other lenders party from time to time thereto and the Collateral Custodian are parties to the Third Amended and Restated Loan and Security Agreement, dated as of October 24, 2017 (as amended from time to time prior to the date hereof, the “Loan and Security Agreement”), providing, among other things, for the making and the administration of the Advances by the lenders to the Borrower; and

WHEREAS, the Borrower, the Collateral Manager, the Administrative Agent, the Collateral Custodian and the Lender desire to amend the Loan and Security Agreement in accordance with Section 12.1 thereof and subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

## ARTICLE I

Definitions

SECTION 1.1. Defined Terms. Terms used but not defined herein have the respective meanings given to such terms in the Loan and Security Agreement.

## ARTICLE II

Amendment

SECTION 2.1. Section 1.1 of the Loan and Security Agreement is hereby amended by deleting the definition of “Applicable Spread” in its entirety and replacing it with the following:

“Applicable Spread”: A rate *per annum* equal to the percentage determined in accordance with the following formula, rounded to four decimal places:

$$\text{Applicable Spread} = (\text{AS}_F \times \text{Percentage}_F) + (\text{AS}_O \times \text{Percentage}_O)$$

where:  $\text{AS}_F = 1.75\%$ ;  
 $\text{AS}_O = 2.25\%$ ;

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Percentage <sub>F</sub>	=	Average Adjusted Balance <sub>F</sub> / Average Adjusted Balance <sub>Agg</sub> ;
Percentage <sub>O</sub>	=	100% - Percentage <sub>F</sub> ;
Average Adjusted Balance <sub>F</sub>	=	(Beginning Adjusted Balance <sub>F</sub> + Ending Adjusted Balance <sub>F</sub> )/2
Beginning Adjusted Balance <sub>F</sub>	=	Adjusted Balance related to First Lien Loans that are also Broadly Syndicated Loans on the first day of the Accrual Period during which such day occurs;
Ending Adjusted Balance <sub>F</sub>	=	Adjusted Balance related to First Lien Loans that are also Broadly Syndicated Loans on the last day of the Accrual Period during which such day occurs;
Average Adjusted Balance <sub>Agg</sub>	=	(Beginning Adjusted Balance <sub>Agg</sub> + Ending Adjusted Balance <sub>Agg</sub> )/2
Beginning Adjusted Balance <sub>Agg</sub>	=	Aggregate Adjusted Balance on the first day of the Accrual Period during which such day occurs; and
Ending Adjusted Balance <sub>Agg</sub>	=	Aggregate Adjusted Balance on the last day of the Accrual Period during which such day occurs.

provided that the “Applicable Spread” shall be 3.25% after the occurrence and during the continuance of a Curable BDC Asset Coverage Event or an Event of Default.

## ARTICLE III

Representations and Warranties

SECTION 3.1. The Borrower and the Collateral Manager hereby represent and warrant to the Administrative Agent and the Lender that, as of the date first written above and after giving effect to this Amendment, (i) no Default or Event of Default has occurred and is continuing and (ii) the representations and warranties of the Borrower and the Collateral Manager contained in the Loan and Security Agreement are true and correct in all material respects on and as of such day (other than any representation and warranty that is made as of a specific date).

## ARTICLE IV

Conditions Precedent

SECTION 4.1. This Amendment shall become effective as of April 1, 2018 upon the satisfaction of the following conditions (or until such conditions are waived in writing by the Administrative Agent in its sole discretion):

(a) this Amendment shall have been duly executed by, and delivered to, the parties hereto; and

(b) the Administrative Agent’s receipt of a good standing certificate for the Borrower by the applicable office body of its jurisdiction of organization and a certified copy of the resolutions of the board of managers or directors (or similar items) of the Borrower approving this Amendment and the transactions contemplated hereby, certified by its secretary or assistant secretary or other authorized officer.

**ARTICLE V**

Miscellaneous

SECTION 5.1. Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5.2. Severability Clause In case any provision in this Amendment shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 5.3. Ratification Except as expressly amended hereby, the Loan and Security Agreement is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment shall form a part of the Loan and Security Agreement for all purposes.

SECTION 5.4. Counterparts The parties hereto may sign one or more copies of this Amendment in counterparts, all of which together shall constitute one and the same agreement. Delivery of an executed signature page of this Amendment by facsimile or email transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 5.5. Headings The headings of the Articles and Sections in this Amendment are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

**NEW MOUNTAIN FINANCE HOLDINGS, L.L.C.**, as the Borrower

By: /s/ Shiraz Kajee  
Name: Shiraz Kajee  
Title: Authorized Signatory

**NEW MOUNTAIN FINANCE CORPORATION**, as the Collateral Manager

By: /s/ Shiraz Kajee  
Name: Shiraz Kajee  
Title: Authorized Signatory

[Signature Page to First Amendment to Third A&R Loan and Security Agreement]

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**WELLS FARGO BANK, NATIONAL ASSOCIATION**,  
as the Administrative Agent

By: /s/ Beale Pope  
Name: Beale Pope  
Title: Vice President

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**WELLS FARGO BANK, NATIONAL ASSOCIATION**,  
as Swingline Lender and as a Lender

By: /s/ Allan Schmitt  
Name: Allan Schmitt  
Title: Director

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**RAYMOND JAMES BANK, N.A.**,  
as a Lender

By: /s/ Scott G. Axelrod  
Name: Scott G. Axelrod  
Title: Senior Vice President

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**STATE STREET BANK AND TRUST COMPANY,**  
as a Lender

By: /s/ Janet B. Nolin  
Name: Janet B. Nolin  
Title: Vice President

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**NBH BANK,**  
as a Lender

By: Thomas J. Rohling  
Name: Thomas J. Rohling  
Title: Managing Director

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**STATE BANK AND TRUST COMPANY,**  
as a Lender

By: /s/ Wes Reagan  
Name: Wes Reagan  
Title: Senior Vice President

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**WELLS FARGO BANK, NATIONAL ASSOCIATION,** not in its individual  
capacity but solely as Collateral Custodian

By: /s/ Philip Dean  
Name: Philip Dean  
Title: Vice President

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