**Risk Factors Comparison 2024-02-27 to 2023-02-28 Form: 10-K**

**Legend: New Text** ~~Removed Text~~ Unchanged Text Moved Text Section

Investing in our common stock involves a high degree of risk. Some, but not all, of the risks and uncertainties that we face are related to: • ~~● We may be unable to meet our investment objectives or investment strategy; ●~~ We are dependent upon key personnel of Bain Capital Credit and our Advisor; • ~~● We may not replicate the historical results achieved by Bain Capital Credit, or by our Advisor or its affiliates; ● The due diligence process that our Advisor undertakes in connection with our investments may not reveal all the facts that may be relevant in connection with an investment; ●~~ Adverse developments in the credit markets may impair our ability to enter into new debt financing arrangements; ~~●~~ • Our executive officers and directors, our Advisor, Bain Capital Credit and their affiliates, officers, directors and employees may face certain conflicts of interest; • ~~ii ● Our management and incentive fee structure as well as our lending relationship with our Advisor may create incentives for our Advisor that are not fully aligned with the interests of our stockholders and may induce our Advisor to make speculative investments; ● Conflicts created by valuation process for certain portfolio holdings; ● Conflicts may arise related to other arrangements with Bain Capital Credit and our Advisor' s other affiliates. ● Our Advisor has limited liability and is entitled to indemnification under the second amended and restated investment advisory agreement (the " Amended Advisory Agreement "). ●~~ We operate in an increasingly competitive market for investment opportunities, which could reduce returns and result in losses. • ~~● We may need to raise additional capital. ● Our business could be adversely affected in the event we default under our debt agreements or any future credit or other borrowing agreements. ●~~ Our strategy involves a high degree of leverage. We intend to continue to finance our investments with borrowed money, which will magnify the potential for gain or loss on amounts invested and may increase the risk of investing in us. The risks of investment in a highly ~~leverage~~ **leveraged** fund include volatility and possible distribution restrictions. • ~~● The expected discontinuation of LIBOR could have a significant impact on our business. ● We are and may be subject to restrictions under our credit debt agreements and any future credit or other borrowing facility that could adversely impact our business. ●~~ The majority of our portfolio investments are recorded at fair value as determined in good faith by the Advisor and, as a result, there may be uncertainty as to the value of our portfolio investments. ~~●~~ • New or modified laws or regulations governing our operations may adversely affect our business. • ~~● Our Advisor and Administrator each have the ability to resign on 60 days' notice, and we may not be able to find a suitable replacement within that time, resulting in a disruption in our operations that could adversely affect our financial condition, business and results of operations. ● We are subject to certain risks as a result of our interests in the membership interests in the 2018- 1 Issuer and 2019- 1 Issuer. ● We have limited experience managing CLOs. The subordination of the CLO Membership Interests will affect our right to payment. ● The holders of certain CLO Notes will control many rights under the CLO Indentures and therefore, we will have limited rights in connection with an event of default or distributions thereunder. ● The CLO Indentures require mandatory redemption of the CLO Notes for failure to satisfy applicable Coverage Tests. ● We and our Advisor are subject to regulations and SEC oversight. If we or they fail to comply with applicable requirements, it may adversely impact our results relative to companies that are not subject to such regulations. ● Our ability to enter into transactions with our affiliates is restricted. iii ●~~ If we do not invest a sufficient portion of our assets in qualifying assets, we could fail to qualify as a BDC or be precluded from investing according to our current business strategy. ~~●~~ • Regulations governing our operation as a BDC affect our ability to, and the way in which we, raise additional capital. ~~●~~ **ii •** Adverse developments in the credit markets may impair our ability to enter into new debt financing arrangements and otherwise negatively impact our current debt financing arrangements. ~~●~~ • Our portfolio companies may be unable to repay or refinance outstanding principal on their loans at or prior to maturity, and rising interests rates may make it more difficult for portfolio companies to make periodic payments on their loans. • ~~● Our debt investments may be risky, and we could lose all or part of our investments. ● We may hold the debt securities of leveraged companies. ● We expect to invest in middle market companies, which involve higher risks than investments in larger companies. ●~~ The lack of liquidity in our investments may adversely affect our business. • ~~● Price declines and illiquidity in the corporate debt markets may adversely affect the fair value of our portfolio investments, reducing our NAV through increased net unrealized depreciation. ●~~ Our investments in secured loans may nonetheless expose us to losses from default and foreclosure. ~~●~~ • Our prospective portfolio companies may prepay loans, which may reduce our yields if capital returned cannot be invested in transactions with equal or greater expected yields. We may invest in high yield debt, or junk bonds, which has greater credit and liquidity risk than more highly rated debt obligations. ~~●~~ • Investments in financially troubled companies involve significantly greater risk than investments in non- troubled companies. • ~~● We cannot assure the accuracy of projections and forecasts used by our Advisor. ●~~ Our portfolio companies may incur debt that ranks equally with, or senior to, our investments in such companies, and such portfolio companies may not generate sufficient cash flow to service their debt obligations to us. • ~~● Our investments in OID and PIK interest income may expose us to risks associated with such income being required to be included in accounting income and taxable income prior to receipt of cash. ●~~ We are subject to risks associated with investing alongside other third parties. • ~~● We will be subject to corporate level income tax if we are unable to qualify as a RIC. ● Stockholders may be required to pay tax in excess of the cash they receive. ●~~ We may have difficulty paying our required distributions if we recognize income before, or without, receiving cash representing such income. • ~~● We may be subject to withholding of U. S. federal income tax on distributions for non U. S. stockholders. ●~~ Our business may be adversely affected if we fail to maintain our qualification as a RIC. • ~~iv ● We may be impacted by recently enacted federal tax legislation. ● Investing in our common stock involves an above average degree of risk. ●~~ The market price of our common stock may fluctuate significantly. ~~●~~ • We cannot assure you that a market for shares of our common stock will be maintained or the market

price of our shares will trade close to NAV. **•** ~~● Sales of substantial amounts of our common stock in the public market may have an adverse effect on the market price of our common stock. ● We may in the future determine to issue preferred stock, which could adversely affect the market value of our common stock. ●~~ There is a risk that you may not receive distributions or that our distributions may not grow over time and a portion of our distributions may be a return of capital. ~~●~~ **•** Our stockholders may experience dilution in their ownership percentage. ~~●~~ **•** We may incur significant costs as a result of being a public company. ~~●~~ **•** We are obligated to maintain proper and effective internal control over financial reporting. We may not complete our analysis of our internal control over financial reporting in a timely manner, or our internal controls may not be determined to be effective, which may adversely affect investor confidence in our company and, as a result, the value of our common stock. **•** ~~● Global capital markets could enter a period of severe disruption and instability. These conditions have historically affected and could again materially and adversely affect debt and equity capital markets in the United States and around the world and our business. ●~~ Economic recessions or downturns could impair our portfolio companies, and defaults by our portfolio companies will harm our operating results. ~~●~~ **•** We currently are operating in a period of capital markets disruption, significant volatility and economic uncertainty. **•** ~~● We are highly dependent on information systems, and systems failures or cyber attacks could significantly disrupt our business, which may, in turn, negatively affect the value of shares of our common stock and our ability to pay distributions. ● Changes to U. S. tariff and import / export regulations or sanctions imposed against certain countries, companies or individuals may have a negative effect on our portfolio companies and, in turn, harm us. ●~~ Inflation and actions by central banks or monetary authorities, including the U. S. Federal Reserve, to address inflation may adversely affect the business, results of operations and financial condition of our portfolio companies. **• Geopolitical events** ~~● The war in Ukraine and Russia~~ may ~~continue to~~ have a material adverse impact on us and our portfolio companies. **iii** ~~● We may experience fluctuations in our quarterly operating results. ● We may be the target of litigation. vPART~~ - **PART I** ~~Item~~ - **Item** 1. ~~BusinessGeneralBain~~ **Business General Bain** Capital Specialty Finance, Inc. (the " Company ") was formed on October 5, 2015 (" Inception ") as a Delaware corporation structured as an externally managed, closed- end, non- diversified management investment company. The Company commenced investment operations on October 13, 2016 (" Commencement "). The Company has elected to be treated as a business development company (" BDC ") under the Investment Company Act of 1940, as amended (the " 1940 Act "). In addition, the Company has elected to be treated for U. S. federal income tax purposes as a regulated investment company (a " RIC ") under Subchapter M of the Internal Revenue Code of 1986, as amended (the " Code "). As a RIC, the Company will not be taxed on its income to the extent that it distributes such income each year and satisfies other applicable income tax requirements. On October 6, 2016, the Company completed its initial closing of capital commitments (the " Initial Closing ") and subsequently commenced substantial investment operations. On November 19, 2018, the Company closed its initial public offering (the " IPO ") issuing 7, 500, 000 shares of its common stock at a public offering price of $ 20. 25 per share. Shares of common stock of the Company began trading on the New York Stock Exchange under the symbol " BCSF " on November 15, 2018. The Company is managed by the Advisor, an investment adviser that is registered with the SEC under the Investment Advisers Act of 1940, as amended (the " Advisers Act "). The Advisor also provides the administrative services necessary for the Company to operate (in such capacity, the " Administrator "). Company management consists of investment and administrative professionals from the Advisor and Administrator along with the Board of Directors (the " Board "). The Advisor directs and executes the investment operations and capital raising activities of the Company subject to oversight from the Board, which sets the broad policies of the Company. The Board has delegated investment management of the Company' s investment assets to the Advisor. The Board consists of eight directors, five of whom are independent. Our primary focus is capitalizing on opportunities within Bain Capital Credit' s Senior Direct Lending Strategy, as defined below, which seeks to provide risk- adjusted returns and current income to investors by investing primarily in middle-market companies with between $ 10. 0 million and $ 150. 0 million in annual earnings before interest, taxes, depreciation and amortization (" EBITDA "). However, we may, from time to time, invest in larger or smaller companies. We focus on senior investments with a first or second lien on collateral and strong structures and documentation intended to protect the lender (including " unitranche " loans, which are loans that combine both senior and mezzanine debt). We generally seek to retain effective voting control in respect of the loans or particular class of securities in which we invest through maintaining affirmative voting positions or negotiating consent rights that allow us to retain a blocking position. We may also invest in mezzanine debt and other junior securities, including common and preferred equity, on an opportunistic basis, and in secondary purchases of assets or portfolios, but such investments are not the principal focus of our investment strategy. We may also invest, from time to time, in distressed debt, debtor- in- possession loans, structured products, structurally subordinate loans, investments with deferred interest features, zero- coupon securities and defaulted securities. Our investments are subject to a number of risks. See " Item 1A. Risk Factors — Risks Related to Our Investments. " Leverage may be utilized to help the Company meet its investment objective. Any such leverage would be expected to increase the total capital available for investment by the Company. We may invest in debt securities which are either rated below investment grade or not rated by any rating agency but, if they were rated, would be rated below investment grade. Below investment grade securities, which are often referred to as " junk, " have predominantly speculative characteristics with respect to the issuer' s capacity to pay interest and repay principal. They may also be illiquid and difficult to value. We may borrow money from time to time within the levels permitted by the 1940 Act. On November 28, 2018, the Board approved the reduction of the Company' s asset coverage requirements in Section 61 (a) (2) of the 1940 Act to 150 % and recommended the stockholders to vote in favor of the proposal at the special stockholder meeting on February 1, 2019. On February 1, 2019, the Company' s stockholders approved the application of the reduced asset coverage. Effective February 2, 2019, the Company is permitted to borrow amounts such that its asset coverage ratio is at least 150 % after such borrowing (if certain requirements are met), rather than 200 %, as previously required. In determining whether to borrow money, we will analyze the maturity, covenant package and rate structure of the proposed borrowings as well as the risks of such borrowings compared to our investment outlook. The use of borrowed ~~6funds~~ -

**funds** or the proceeds of preferred stock offerings to make investments would have its own specific set of benefits and risks, and all of the costs of borrowing funds or issuing preferred stock would be borne by holders of our common stock. See " Item 1A. Risk Factors — Risks Relating to Our Business and Structure — Our strategy involves a high degree of leverage. We intend to continue to finance our investments with borrowed money, which will magnify the potential for gain or loss on amounts invested and may increase the risk of investing in us. The risks of investment in a highly ~~leverage~~ **leveraged** fund include volatility and possible distribution restrictions. " The Investment ~~AdvisorThe~~ --- **Advisor The** Company' s investment activities are managed by the Advisor, an investment adviser that is registered with the SEC under the Advisers Act **pursuant to an investment advisory agreement (the " Investment Advisory Agreement ")** . The Advisor is responsible for originating prospective investments, conducting research and due diligence investigations on potential investments, analyzing investment opportunities, negotiating and structuring our investments and monitoring our investments and portfolio companies on an ongoing basis. More information regarding the Advisor and its business activities can be found on its registration under Form ADV located on the Investment Adviser Registration Depository website of the SEC. The Advisor has entered into a Resource Sharing Agreement (the " Resource Sharing Agreement ") with Bain Capital Credit, LP (" Bain Capital Credit "), pursuant to which Bain Capital Credit provides the Advisor with experienced investment professionals (including the members of the Advisor' s Credit Committee) and access to the resources of Bain Capital Credit so as to enable the Advisor to fulfill its obligations under the Amended Advisory Agreement. Through the Resource Sharing Agreement, the Advisor intends to capitalize on the significant deal origination, credit underwriting, due diligence, investment structuring, execution, portfolio management and monitoring experience of Bain Capital Credit' s investment professionals. There can be no assurance that Bain Capital Credit will perform its obligations under the Resource Sharing Agreement. The Resource Sharing Agreement may be terminated by either party on 60 days' notice, which if terminated may have a material adverse consequence on the Company' s operations. See " Item 13. Certain Relationships and Related Transactions, and Director Independence. " About Bain Capital ~~CreditBain~~ ---- **Credit Bain** Capital Credit was established in 1998. Bain Capital Credit and its subsidiaries (including the credit vehicles managed by its Alternative Investment Fund Manager affiliate) had approximately $ ~~60~~ **64** . ~~0~~ **6** billion in assets under management as of December 31, ~~2022~~ **2023** . To date, Bain Capital Credit has invested across the credit products and fixed income universe, including performing and distressed bank loans, high yield bonds, debtor- in- possession loans, senior direct lending, mezzanine debt and other junior securities, structured products, credit- based equities and other investments. Bain Capital Credit has invested over $ 20. 0 billion in the Senior Direct Lending Strategy since 1999 (of which approximately $ ~~4~~ **1** . ~~5~~ **8** billion has been invested within the 12 ~~-~~ **-** month period ended ~~December 31~~ **September 30** , ~~2022~~ **2023** ) and has an extensive track record as a non- traditional lender in the middle market. The Senior Direct Lending Strategy is defined as primarily consisting of investments in secured debt in companies with EBITDA of $ 10. 0 million to $ 150. 0 million. Bain Capital Credit is a wholly- owned subsidiary of Bain Capital, LP (" Bain Capital ") and the Advisor is a majority- owned subsidiary of Bain Capital Credit. As a diversified private investment firm, Bain Capital and its affiliates, including Bain Capital Credit and the Advisor, engage in a broad range of activities, including investment activities for their own account and for the account of other investment funds or accounts, and provide investment banking, advisory, management and other services to funds and operating companies. The Board of ~~DirectorsOur~~ --- **Directors Our** business and affairs are managed under the direction of the Board. The Board consists of eight members, five of whom are not " interested persons " of the Company, the Advisor or their respective affiliates as defined in Section 2 (a) (19) of the 1940 Act. We refer to these individuals as our " Independent Directors. " The Independent Directors compose a majority of the Board. The Board elects our officers, who serve at the discretion of the Board. The responsibilities of the Board include quarterly determinations of fair value of our assets, corporate governance activities, oversight of our financing arrangements and oversight of our investment activities. Investment Decision ~~ProcessThe~~ --- **Process The** Advisor' s investment process can be broken into four processes: (1) Sourcing and Idea Generation, (2) Investment Diligence & Recommendation, (3) Credit Committee Approval and Portfolio Construction and (4) Portfolio & Risk Management. **The** ~~7Sourcing and Idea GenerationThe~~ investment decision- making process begins with sourcing ideas. Bain Capital Credit' s Private Credit Group interacts with a broad and deep set of global **sourcing** contacts, enabling the group to generate **a large set of** middle **-** market investment opportunities. **. Further enhancing** ~~Our Advisor also seeks to leverage~~ the ~~contacts~~ **sourcing capability** of **the core Private Credit Group are** Bain Capital Credit' s industry groups, Trading Desk, and **the Bain Capital** Special Situations team ~~, including~~ **. The team has extensive contacts with** private equity firms, **relationships with** banks ~~and~~ **,** a variety of advisors and ~~other~~ intermediaries **and a handful of unique independent sponsors compose the remainder of the relationships** . ~~Investment Diligence & RecommendationOur~~ **Through these sourcing efforts the Private Credit Group has built a sustainable deal funnel, which has generated hundreds of opportunities to review annually. Our** Advisor utilizes Bain Capital Credit' s bottom- up approach to investing, and it starts with ~~the~~ due diligence **. The** ~~performed by its~~ Private Credit Group ~~. The group~~ works with the close support of Bain Capital Credit' s industry groups **on performing due diligence** . This ~~diligence~~ process typically begins with a detailed review of ~~an~~ **the** offering memorandum as well as Bain Capital Credit' s own independent diligence efforts, including in- house materials and expertise, third- party independent research and interviews, and hands- on field checks where appropriate. For deals that progress beyond an initial stage, the team will ~~usually~~ schedule one or more meetings with company management, facilities visits and also meetings with the sponsor in order to ask more detailed questions and to better understand the sponsor' s view of the business and plans for it going forward. The team' s diligence work is summarized in investment ~~memoranda~~ **memorandums** and accompanying credit packs. Work product also includes full models and covenant analysis. **The approval process itself is iterative, involving multiple levels of discussion and approval. Given Bain Capital** Credit **' s broad** ~~Committee Approval and Portfolio ConstructionIf the reviewing team deems an~~ **and diverse range of** investment ~~worthy~~ **strategies, we tailor our investment decision- making process by strategy to provide a robust and comprehensive discussion** of ~~serious~~ **both individual investments and the applicable portfolio (s) under** consideration ~~, it generally must~~ **.**

**We believe that this flexible approach provides a rigorous investment decision- making process that allows us to** be ~~presented to the~~ **nimble across a variety of market environments while still maintaining high** credit ~~committee, which is comprised of~~ **underwriting standards. Our investments require approval from** at least **the Private Credit Investment Committee, which includes** three ~~experienced~~ **Partners in the Private** ~~credit~~ **Credit** ~~professionals~~ **Group as standing members: Michael Ewald** , **Mike Boyle,** ~~who are selected based on strategy~~ and ~~geography~~ **Carolyn Hastings** . ~~A portfolio manager leads~~ **Ad hoc members may also be included in** the ~~decision making process~~ **Private Credit Investment Committee** for **certain types** ~~each investment and engages the credit committee throughout the investment process in order to prioritize and direct the underwriting~~ of ~~each potential investment opportunity. For middle market holdings, the path to exit an investment is often discussed at credit committee meetings, including restructurings, acquisitions and sale to strategic buyers. Since most middle market~~ investments ~~are illiquid, exits are driven by a sale of the portfolio company or a refinancing of the portfolio company' s debt~~ . **Our** ~~Portfolio & Risk ManagementOur~~ Advisor utilizes Bain Capital Credit' s Private Credit Group for the daily monitoring of its respective credits after an investment has been made. Our Advisor believes that the ongoing monitoring of financial performance and market developments of portfolio investments is critical to successful investment management. Accordingly, our Advisor is actively involved in an on- going portfolio review process and attends board meetings. To the extent a portfolio investment is not meeting our Advisor' s expectations, our Advisor takes corrective action when it deems appropriate, which may include raising interest rates, gaining a more influential role on its board, taking warrants and, where appropriate, restructuring the balance sheet to take control of the company. Our Advisor will utilize the Bain Capital Credit Risk and Oversight Committee. The Risk and Oversight Committee is responsible for monitoring and reviewing risk management, including portfolio risk, counterparty risk and firm- wide risk issues. In addition to the methods noted above, there are a number of proprietary methods and tools used through all levels of Bain Capital Credit to manage portfolio risk. ~~Environmental, Social and GovernanceOur Advisor believes that environmental, social, and governance (ESG) management helps to create lasting impact for all of its stakeholder groups, including investors, portfolio companies, employees and communities. ESG risks can have a negative impact on an issuer' s ability to meet its financial obligations. Therefore, strong ESG management aligns with our Advisor' s goal to seek and generate attractive risk- adjusted returns with the capital it invests. Our Advisor considers ESG factors throughout its investment decision- making process. These factors include, but are not limited to, applying a negative screen to avoid investing in companies with outsized ESG risks; examining the impact a company has on society and the environment during the diligence process; seeking to consider ESG factors from a company- specific and sector- wide perspective; and engaging companies via corporate actions and board seats, where applicable. 8Investment~~ - **Investment** ~~StrategyThe~~ --- **Strategy The** Advisor, through the resources and personnel provided by Bain Capital Credit through the Resource Sharing Agreement, uses detailed business, industry and competitive analyses to make investments. In evaluating potential opportunities, Bain Capital Credit' s investment professionals typically complete market analyses to assess the attractiveness of a given industry and a specific investment and monitor, on an ongoing basis, financial performance and market developments. The Advisor' s approach to making investments generally involves evaluating the following business characteristics: market definition, market size and growth prospects, competitive analysis, historical financial performance, margin analysis and cost structure, quality of earnings, capital structure, access to capital markets and regulatory, risk analysis, tax and legal matters. Additionally, the Advisor places significant emphasis on the quality and track record of the controlling stockholders and management team as well as careful consideration to the underlying deal structure and documentation. When considering an investment that meets the Company' s return objectives, the Advisor seeks to mitigate downside risk. We seek to create a broad and varied portfolio of investments across various industries as a method to manage risk and capitalize on specific sector trends, all concentrated in a small number of industries. Investment ~~FocusOur~~ --- **Focus Our** primary focus is capitalizing on senior middle market lending opportunities. We seek to provide risk adjusted returns and current income to investors by investing primarily in middle market companies with between $ 10. 0 million and $ 150. 0 million in EBITDA. However, we may, from time to time, invest in larger or smaller companies. We focus on senior investments with a first or second lien on collateral and strong structures and documentation intended to protect the lender. We generally seek to retain effective voting control in respect of the loans or particular class of securities in which we invest through maintaining affirmative voting positions or negotiating consent rights that allow us to retain a blocking position. We may also invest in mezzanine debt and other junior securities, including common and preferred equity, on an opportunistic basis, and in secondary purchases of assets or portfolios, but such investments are not the principal focus of our investment strategy. We may also invest, from time to time, in equity securities, distressed debt, debtor in possession loans, structured products, structurally subordinate loans, investments with deferred interest features, zero coupon securities and defaulted securities. Leverage is expected to be utilized to help the Company meet its investment objective. Any such leverage, if incurred, is expected to increase the total capital available for investment by the Company. As a BDC, we may also invest up to 30 % of our portfolio opportunistically in " non qualifying " portfolio investments, such as investments in non U. S. companies. We may invest in securities that are rated below investment grade by rating agencies or that would be rated below investment grade if they were rated (i. e. junk bonds). See " Item 1A. Risk Factors — Risks Related to Our Investments — The lack of liquidity in our investments may adversely affect our business. " Our investments also may include non- cash income features, including PIK interest and OID. See " Item 1A. Risk Factors — Risks Related to Our Investments — Our investments in OID and PIK interest income may expose us to risks associated with such income being required to be included in accounting income and taxable income prior to receipt of cash. " As of December 31, ~~2022~~ **2023** , our portfolio consisted of the following (dollars in thousands): ~~As of December 31, 2022Percentage ofPercentage of~~ Amortized Cost **Percentage** ~~Total~~ **ofTotal** Portfolio Fair Value ~~Total~~ **First Lien Senior Secured Loan 1, 495, 237 65. 0 1, 464, 423 63. 8 Second Lien Senior Secured Loan 69, 749 3. 0 68, 439 Subordinated Debt 45, 400 2. 0 45, 877 Structured Products 24, 050 1. 0 22, 618 Preferred Equity 86, 766 104, 428 4. 5 Equity Interest 207, 209 9. 0 221, 355 9. 6 Warrants Subordinated Note Investment Vehicles (1) 306, 724 13. 3 Preferred Equity Interest Investment Vehicles (1) (1,**

**793 (0. 1 Equity Interest Investment Vehicles (1) 66, 209 2. 9 65, 761 2, 301, 834 100. 0 2, 298, 343 (1) Represents debt and equity in the International Senior Loan Program, LLC (" ISLP ") and Bain Capital Senior Loan Program, LLC (" SLP ") joint ventures. As of December 31, 2022, our** Portfolio **portfolio consisted of the following (dollars in thousands):** First Lien Senior Secured Loans $ 1, 703, 59170 -- **591 70** . 4 % $ 1, 630, 87768 -- **877 68** . 3 % Second Lien Senior Secured Loans 98, 120 4. 1 93, 950 3. **9** 9Subordinated Debt 43, 752 1. 8 43, 9221 - **922** . 8Structured Products 24, 0501. 0 22, 7631 - **763** . 0Preferred Equity 57, 106 2. 4 80, 945 3. **4** 4Equity - **Equity** Interests 189, 896 7. 8 210, 689 8. **8** 8Warrants 480 0. 0 524 0. 0Subordinated - **Subordinated** Notes in Investment Vehicles (1) 237, 974 9. 8 237, 974 10. 0Preferred - **Preferred** Equity Interests in Investment Vehicles (1) 10 0. 0 (644 ) 0. 0Equity Interests in Investment Vehicles (1) 64, 959 2. 7 65, 977 2. **8** 8Total $ 2, 419, 938 100. 0 % $ 2, 386, 977 100. 0 % (1) Represents debt and equity in ISLP and SLP. **The** 9As of December 31, 2021, our portfolio consisted of the following (dollars in thousands): As of December 31, 2021Percentage ofPercentage of Amortized Cost Total Portfolio Fair Value Total Portfolio First Lien Senior Secured Loans $ 1, 807, 805 78. 2 % $ 1, 774, 675 77. 5 % Second Lien Senior Secured Loans 120, 058 5. 2 118, 561 5. 2Subordinated Debt 19, 635 0. 8 20, 027 0. 9Preferred Equity 42, 452 1. 8 53, 991 2. 4Equity Interests 156, 399 6. 8 151, 844 6. 6Warrants 2 0. 0 126 0. 0Subordinated Notes in Investment Vehicles (1) 125, 437 5. 5 125, 437 5. 5Equity Interests in Investment Vehicles (1) 39, 596 1. 7 44, 444 1. 9Total $ 2, 311, 384 100. 0 % $ 2, 289, 105 100. 0 % (1) Represents debt and equity in ISLPThe Advisor monitors our portfolio companies on an ongoing basis. It monitors the financial trends of each portfolio company to determine if they are meeting their respective business plans and to assess the appropriate course of action for each company. The Advisor has several methods of evaluating and monitoring the performance and fair value of our investments, which may include the following: • • assessment of success in adhering to the portfolio company' s business plan and compliance with covenants; • • periodic or regular contact with portfolio company management and, if appropriate, the financial or strategic sponsor to discuss financial position, requirements and accomplishments; • • comparisons to our other portfolio companies in the industry, if any; • • attendance at and participation in board meetings or presentations by portfolio companies; and • • review of monthly and quarterly consolidated financial statements and financial projections of portfolio companies. The Advisor rates the investments in our portfolio at least quarterly and it is possible that the rating of a portfolio investment may be reduced or increased over time. For investments rated 3 or 4, the Advisor enhances its level of scrutiny over the monitoring of such portfolio company. Our internal performance ratings do not constitute any rating of investments by a nationally recognized statistical rating organization or represent or reflect any third- party assessment of any of our investments. • • An investment is rated 1 if, in the opinion of the Advisor, it is performing above underwriting expectations, and the business trends and risk factors are generally favorable, which may include the performance of the portfolio company or the likelihood of a potential exit. • • An investment is rated 2 if, in the opinion of the Advisor, it is performing as expected at the time of our underwriting and there are generally no concerns about the portfolio company' s performance or ability to meet covenant requirements, interest payments or principal amortization, if applicable. All new investments or acquired investments in new portfolio companies are initially given a rating of 2. • • An investment is rated 3 if, in the opinion of the Advisor, the investment is performing below underwriting expectations and there may be concerns about the portfolio company' s performance or trends in the industry, including as a result of factors such as declining performance, non- compliance with debt covenants or delinquency in loan payments (but generally not more than 180 days past due). • 10 • An investment is rated 4 if, in the opinion of the Advisor, the investment is performing materially below underwriting expectations. For debt investments, most of or all of the debt covenants are out of compliance and payments are substantially delinquent. Investments rated 4 are not anticipated to be repaid in full, if applicable, and there is significant risk that we may realize a substantial loss on our investment. The following table shows the composition of our portfolio on the 1 to 4 rating scale as of December 31, 2022 **2023** (dollars in thousands): As of December 31, 2022 Percentage Number of Percentage of Investment Performance RatingFair ---- **Rating** Valueof **Percentageof Total Number** TotalCompanies - **ofCompanies** (1) Total **2, 465** 1 $ **. 5** 2, 4990 **186, 211 95** . 1 % **91. 2 80, 530 3. 5 29, 137 1.** 3 2. 3 % 2 2, 163, 99090. 7 117 88. 63 182, 0827. 6 9 6. 84 38, 4061. 6 3 2. 3Total $ 2, 386, 977100. 0 % 132 100. 0 % (1) Number of investment rated companies may not agree to total portfolio companies due to investments across investment types and structures. The following table shows the composition of our portfolio on the 1 to 4 rating scale as of December 31, 2021 **2022** (dollars in thousands): **Companies** As of December 31, 2021 Percentage of Number of Percentage of Investment Performance RatingFair ValueTotalCompanies (1) Total **2, 499 2. 3 2, 163, 990 90. 7 88. 6 182, 082 7. 6 6. 8 38, 406** 1 $ 42, 233 1 . 9 % 4 3. 8 % 2 2, 017, 059 88. 1 95 89. 63 229, 813 10. 0 7 6 . 64 —— —— Total $ 2, 289, 105 100. 0 % 106 100. 0 % (1) Number of investment rated companies may not agree to total portfolio companies due to investments across investment types and structures. CompetitionOur --- **Competition Our** primary competitors in providing financing to middle- market companies include public and private funds, other business development companies, commercial and investment banks, commercial financing companies and, to the extent they provide an alternative form of financing, private equity and hedge funds. Some of our competitors are substantially larger and have considerably greater financial, technical and marketing resources than we do. For example, we believe some competitors may have access to funding sources that are not available to us. In addition, some of our competitors may have higher risk tolerances or different risk assessments, which could allow them to consider a wider variety of investments and establish more relationships than us. Furthermore, many of our competitors are not subject to the regulatory restrictions that the 1940 Act imposes on us as a BDC or to the distribution and other requirements we must satisfy to maintain our qualification as a RIC. We expect to use the expertise of the investment professionals of Bain Capital Credit to which we have access to assess investment risks and determine appropriate pricing for our investments in portfolio companies. In addition, we expect that the relationships of Bain Capital Credit will enable us to learn about, and compete effectively for, financing opportunities with attractive middle- market companies in the industries in which we seek to invest. For additional information concerning the competitive risks we face, see " Item 1A. Risk Factors — Risks Relating to Our Business and Structure — We operate in an increasingly competitive market for investment opportunities, which could reduce returns and

result in losses. " ~~11Investment~~ -- **Investment** Advisory Agreement; Administration ~~AgreementOur~~ --- **Agreement Our** investment activities are managed by the Advisor, which is responsible for originating prospective investments, conducting research and due diligence investigations on potential investments, analyzing investment opportunities, negotiating and structuring our investments and monitoring our investments and portfolio companies on an ongoing basis. We have entered into an Amended Advisory Agreement with the Advisor, pursuant to which we have agreed to pay the Advisor a base management fee and an incentive fee for its services. The cost of both the base management fee and the incentive fee will ultimately be borne by our stockholders. The base management fee is calculated at an annual rate of 1. 5 % of our gross assets, including assets purchased with borrowed funds or other forms of leverage but excluding cash and cash equivalents. For services rendered under the Amended Advisory Agreement, the base management fee is payable quarterly in arrears. The base management fee is calculated based on the average value of our gross assets at the end of the two most recently completed calendar quarters, and appropriately adjusted for any share issuances or repurchases during the current calendar quarter. Base management fee for any partial month or quarter will be appropriately pro- rated. For purposes of the Amended Advisory Agreement, cash equivalents means U. S. government securities and commercial paper instruments maturing within one year of purchase. Effective February 1, 2019, the base management fee has been revised to a tiered management fee structure so that the base management fee of 1. 5 % (0. 375 % per quarter) of the average value of the Company' s gross assets (excluding cash and cash equivalents, but including assets purchased with borrowed amounts) will continue to apply to assets held at an asset coverage ratio down to 200 %, but a lower base management fee of 1. 0 % (0. 25 % per quarter) of the average value of the Company' s gross assets (excluding cash and cash equivalents, but including assets purchased with borrowed amounts) will apply to any amount of assets attributable to leverage decreasing the Company' s asset coverage ratio below 200 %. We will pay the Advisor an incentive fee. The incentive fee ~~will consist~~ **consists** of two parts — an incentive fee based on income and an incentive fee based on capital gains — which are described in more detail below. Pre- incentive fee net investment income means interest income, dividend income and any other income (including any other fees such as commitment, origination, structuring, diligence and consulting fees or other fees that the Company receives from portfolio companies but excluding fees for providing managerial assistance) accrued during the calendar quarter, minus operating expenses for the quarter (including the Base Management Fee, any expenses payable under the Administration Agreement, and any interest expense and dividends paid on any outstanding preferred stock, but excluding the incentive fee). Pre- incentive fee net investment income includes, in the case of investments with a deferred interest feature such as market discount, original issue discount (" OID "), debt instruments with PIK interest, preferred stock with PIK dividends and zero- coupon securities, accrued income that the Company has not yet received in cash. Pre- incentive fee net investment income does not include any realized or unrealized capital gains or losses or unrealized capital appreciation or depreciation. Because of the structure of the incentive fee, it is possible that the Company may pay an incentive fee in a quarter where the Company incurs a loss. For example, if the Company receives pre- incentive fee net investment income in excess of the Hurdle rate for a quarter, the Company will pay the applicable incentive fee even if the Company has incurred a loss in that quarter due to realized and unrealized capital losses. The incentive fee based on income is calculated and payable quarterly in arrears based on the aggregate pre- incentive fee net investment income in respect of the current calendar quarter and the eleven preceding calendar quarters (the " Trailing Twelve Quarters "). This calculation is referred to as the " Three- Year Lookback. " With respect to any calendar quarter that commences on or after January 1, 2019, pre- incentive fee net investment income in respect of the relevant Trailing Twelve Quarters is compared to a " Hurdle Amount " equal to the product of (i) the hurdle rate of 1. 5 % per quarter (6 % annualized) and (ii) the sum of our net assets (defined as total assets less indebtedness and before taking into account any incentive fees payable during the period) at the beginning of each applicable calendar quarter comprising the relevant Trailing Twelve Quarters. The Hurdle Amount will be calculated after making appropriate adjustments to our NAV at the beginning of each applicable calendar quarter for our subscriptions (which shall include all issuances by us of shares of our Common Stock, including issuances pursuant to the Company' s dividend reinvestment plan) and distributions during the applicable calendar quarter. Commencing on January 1, 2019, the quarterly incentive fee based on income is calculated, subject to the Incentive Fee Cap (as defined below), based on the amount by which (A) aggregate pre- incentive fee net investment income in respect of the relevant Trailing Twelve Quarters exceeds (B) the Hurdle Amount for such Trailing Twelve Quarters. The amount of the excess of (A) over ~~12~~ (B) described in this paragraph for such Trailing Twelve Quarters is referred to as the " Excess Income Amount. " The incentive fee based on income that is paid to the Advisor in respect of a particular calendar quarter will equal the Excess Income Amount less the aggregate incentive fees based on income that were paid to the Advisor in the preceding eleven calendar quarters (or portion thereof) comprising the relevant Trailing Twelve Quarters. The incentive fee based on income for each calendar quarter is determined as follows: (i) No incentive fee based on income is payable to the Advisor for any calendar quarter for which there is no Excess Income Amount; (ii) 100 % of the aggregate pre- incentive fee net investment income in respect of the Trailing Twelve Quarters with respect to that portion of such pre- incentive fee net investment income, if any, that exceeds the Hurdle Amount, but is less than or equal to an amount, which the Company refers to as the " Catch- up Amount, " determined as the sum of 1. 8182 % multiplied by our NAV at the beginning of each applicable calendar quarter comprising the relevant Trailing Twelve Quarters; and (iii) 17. 5 % of the aggregate pre- incentive fee net investment income in respect of the Trailing Twelve Quarters that exceeds the Catch- up Amount. **With** ~~Incentive Fee CapWith~~ respect to any calendar quarter that commences on or after January 1, 2019, the incentive fee based on income is subject to a cap (the " Incentive Fee Cap "). The Incentive Fee Cap in respect of any calendar quarter is an amount equal to 17. 5 % of the Cumulative Net Return (as defined below) during the relevant Trailing Twelve Quarters less the aggregate incentive fees based on income that were paid to the Advisor in the preceding eleven calendar quarters (or portion thereof) comprising the relevant Trailing Twelve Quarters. " Cumulative Net Return " during the relevant Trailing Twelve Quarters means (x) the pre- incentive fee net investment income in respect of the relevant Trailing Twelve Quarters less (y) any Net Capital Loss, if any, in respect of the relevant Trailing Twelve Quarters. If, in any quarter, the Incentive Fee Cap is zero or a

negative value, the Company will pay no incentive fee based on income to the Advisor in respect of that quarter. If, in any quarter, the Incentive Fee Cap for such quarter is a positive value but is less than the incentive fee based on income that is payable to the Advisor for such quarter calculated as described above, the Company will pay an incentive fee based on income to the Advisor equal to the Incentive Fee Cap in respect of such quarter. If, in any quarter, the Incentive Fee Cap for such quarter is equal to or greater than the incentive fee based on income that is payable to the Advisor for such quarter calculated as described above, the Company will pay an incentive fee based on income to the Advisor equal to the incentive fee calculated as described above for such quarter without regard to the Incentive Fee Cap. " Net Capital Loss " in respect of a particular period means the difference, if positive, between (i) aggregate capital losses, whether realized or unrealized, in respect of such period and (ii) aggregate capital gains, whether realized or unrealized, in respect of such period. Annual Incentive Fee Based on Capital GainsThe --- **Gains The** second part of the incentive fee is a capital gains incentive fee that **is** will be determined and payable in arrears in cash as of the end of each fiscal year (or upon termination of the Amended Advisory Agreement, as of the termination date), and equals 17. 5 % of our realized capital gains as of the end of the fiscal year. In determining the capital gains incentive fee payable to the Advisor, we calculate the cumulative aggregate realized capital gains and cumulative aggregate realized capital losses since our inception, and the aggregate unrealized capital depreciation as of the date of the calculation, as applicable, with respect to each of the investments in our portfolio. For this purpose, cumulative aggregate realized capital gains, if any, equals the sum of the differences between the net sales price of each investment, when sold, and the cost of such investment. Cumulative aggregate realized capital losses equals the sum of the amounts by which the net sales price of each investment, when sold, is less than the cost of such investment. Aggregate unrealized capital depreciation equals the sum of the difference, if negative, between the valuation of each investment as of the applicable calculation date and the cost of such investment. At the end of the applicable year, the amount of capital gains that serves as the basis for our calculation of the capital gains incentive fee equals the cumulative aggregate realized capital gains less cumulative aggregate 13realized -- **realized** capital losses, less aggregate unrealized capital depreciation, with respect to our portfolio of investments. If this number is positive at the end of such year, then the capital gains incentive fee for such year will equal to 17. 5 %, of such amount, less the aggregate amount of any capital gains incentive fees paid in respect of our portfolio in all prior years as calculated in accordance with the below. Income Related Portion of Incentive ExamplesExamples **Examples Examples** of Quarterly Incentive Fee CalculationExample ------- **Calculation Example** 1 — Three Quarters under the Amended Advisory Agreement in which Pre- Incentive Fee Net Investment Income Exceeds the Hurdle Amount and Catch- up AmountAssumptionsStable **Amount (*) Assumptions Stable** net asset value (NAV) of $ 100 million across all quartersInvestment **quarters Investment** income for each of the quarters (including interest, dividends, fees, etc.) = 4. 5275 % Hurdle rate (1) = 1. 5 % Management fee (1) = 0. 375 % Other expenses (legal, accounting, custodian, transfer agent, etc.) (2) = 0. 1525 % Pre- incentive fee net investment income for each quarter (investment income − (management fee other expenses)) = 4. 0 % Realized capital gains of 1 % each quarterAssumes **quarter Assumes** no other quarters in the applicable Trailing Twelve QuartersIncentive **Quarters Incentive** fee for first quarterAggregate **quarter Aggregate** pre- incentive fee net investment income during the relevant Trailing Twelve Quarters = $ 4, 000, **000** 000Hurdle --- **Hurdle** Amount = Q1 NAV × 1. 5 % = $ 100, 000, 000 × 0. 015 = $ 1, 500, **000** 000Excess --- **Excess** Income Amount = pre- incentive fee net investment income during the relevant Trailing Twelve Quarters − Hurdle Amount = $ 4, 000, 000 − $ 1, 500, 000 = $ 2, 500, **000** 000Catch --- **Catch** - up Fee Amount = 100 % of pre- incentive fee net investment income that is greater than $ 1, 500, 000 (the Hurdle Amount) but less than 1. 8182 % × Q1 NAV, or $ 1, 818, 200. This Catch- up Fee Amount equals $ 318, 200Post **200 Post** Catch- up Fee Amount = 17. 5 % of pre- incentive fee net investment income that exceeds the Catch- up Amount = 0. 175 × ($ 4, 000, 000 − $ 1, 818, 200) = $ 381, **815** 815Catch --- **Catch** - up Fee Amount Post Catch- up Fee Amount = income incentive fee payment = $ 700, 015 No income incentive fee previously paid during the Trailing Twelve Quarters Incentive Fee Cap = 17. 5 % of Cumulative Net Return during the relevant Trailing Twelve Quarters (*) The hypothetical amount of pre- incentive fee net investment income shown is based on a percentage of total net assets. (1) Represents 6. 0 % annualized hurdle rate and 1. 5 % annualized management fee. (2) Excludes organizational and offering expenses. (3) The " catch- up " provision is intended to provide our Advisor with an incentive fee of approximately 17. 5 % on all of our pre- incentive fee net investment income as if a hurdle rate did not apply when our net investment income exceeds 1. 8182 % in any calendar quarter. 14Cumulative -- **Cumulative** Net Return = pre- incentive fee net investment income during the relevant Trailing Twelve Quarters − Net Capital Loss in respect of the relevant Trailing Twelve QuartersNo -- **Quarters No** Net Capital **Loss** LossTherefore ---- **Therefore** Incentive Fee Cap = 17. 5 % of aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters = income incentive fee and the cap is not appliedIncentive **applied Incentive** fee for second quarterAggregate **quarter Aggregate** pre- incentive fee net investment income during the relevant Trailing Twelve Quarters = $ 4, 000, 000 $ 4, 000, 000 = $ 8, 000, **000** 000Hurdle --- **Hurdle** Amount = (Q1 NAV Q2 NAV) × 1. 5 % = $ 200, 000, 000 × 0. 015 = $ 3, 000, **000** 000Excess --- **Excess** Income Amount = aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters (e. g., Q1 and Q2) − Hurdle Amount = $ 8, 000, 000 − $ 3, 000, 000 = $ 5, 000, **000** 000Catch --- **Catch** - up Fee Amount = 100 % of pre- incentive fee net investment income that is greater than $ 3, 000, 000 (the Hurdle Amount) but less than 1. 8182 % × (Q1 NAV Q2 NAV), or $ 3, 636, 400. This Catch- up Fee Amount equals $ 636, 400Post **400 Post** Catch- up Fee Amount = 17. 5 % of pre- incentive fee net investment income that exceeds the Catch- up Amount = 0. 175 × ($ 8, 000, 000 − $ 3, 636, 400) = $ 763, **630** 630Catch --- **Catch** - up Fee Amount Post Catch- up Fee Amount = income incentive fee payment = $ 1, 400, 030 $ 700, 015 income incentive fee previously paid during the Trailing Twelve QuartersTotal ----- **Quarters Total** income incentive fee payment for Q2 = income incentive fee payment − amount previously paid = $ 700, **015** 015Incentive --- **Incentive** Fee Cap = 17. 5 % of Cumulative Net Return during the relevant Trailing Twelve Quarters Cumulative Net Return = aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters − Net Capital Loss in respect of the relevant Trailing Twelve QuartersNo -- **Quarters** Net Capital LossTherefore Incentive Fee Cap = 17. 5 % of aggregate pre- incentive fee net investment

~~income during the relevant Trailing Twelve Quarters = income incentive fee and the cap is not appliedIncentive~~ fee for third ~~quarterAggregate~~ **quarter Aggregate** pre- incentive fee net investment income during the relevant Trailing Twelve Quarters = $ 4, 000, 000 $ 4, 000, 000 $ 4, 000, 000 = $ 12, 000, 000 Hurdle Amount = (Q1 NAV Q2 NAV Q3 NAV) × 1. 5 % = $ 300, 000, 000 × 0. 015 = $ 4, 500, **000** ~~000Excess~~ --- **Excess** Income Amount = aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters (e. g., Q1, Q2 and Q3) − Hurdle Amount = $ 12, 000, 000 − $ 4, 500, 000 = $ 7, 500, **000** ~~000Catch~~ --- **Catch** - up Fee Amount = 100 % of pre- incentive fee net investment income that is greater than $ 4, 500, 000 (the Hurdle Amount) but less than 1. 8182 % × (Q1 NAV Q2 NAV Q3 NAV), or $ 5, 454, 600. This Catch- up Fee Amount equals $ 954, ~~60015Post~~ **600 Post** Catch- up Fee Amount = 17. 5 % of pre- incentive fee net investment income that exceeds the Catch- up Amount = 0. 175 × ($ 12, 000, 000 − $ 5, 454, 600) = $ 1, 145, **445** ~~445Catch~~ --- **Catch** - up Fee Amount Post Catch- up Fee Amount = income incentive fee payment = $ 2, 100, 045 $ 1, 400, 030 income incentive fee previously paid during the Trailing Twelve ~~QuartersTotal~~ ----- **Quarters Total** income incentive fee payment for Q3 = income incentive fee payment − amount previously paid = $ 700, **015 Example** ~~015Incentive Fee Cap = 17. 5 % of Cumulative Net Return during the relevant Trailing Twelve QuartersCumulative Net Return = aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters − Net Capital Loss in respect of the relevant Trailing Twelve QuartersNo Net Capital LossTherefore Incentive Fee Cap = 17. 5 % of aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters = income incentive fee and the cap is not appliedExample~~ 2 — Three Quarters under the Amended Advisory Agreement, in which Pre- Incentive Fee Net Investment Income does not meet the Hurdle Amount for one ~~QuarterAssumptionsStable~~ **Quarter (*) Stable** NAV of $ 100 million across all ~~quartersInvestment~~ **quarters Investment** income for Q1 (including interest, dividends, fees, etc.) = 0. 5275 % Investment income for Q2 (including interest, dividends, fees, etc.) = 4. 0275 % Investment income for Q3 (including interest, dividends, fees, etc.) = 5. 0275 % ~~Hurdle rate (1) = 1. 5 % Management fee (1) = 0. 375 %~~ Other expenses (legal, accounting, custodian, transfer agent, etc.) (2) = 0. 1525 % for each ~~quarterPre~~ --- **quarter Pre** - incentive fee net investment income for Q1 (investment income − (management fee other expenses)) = 0. 0 % Pre- incentive fee net investment income for Q2 (investment income − (management fee other expenses)) = 3. 5 % Pre- incentive fee net investment income for Q3 (investment income − (management fee other expenses)) = 4. 5 % **Aggregate** ~~Realized capital gains of 1 % each quarterAssumes no other quarters in the applicable Trailing Twelve QuartersIncentive fee for first quarterAggregate~~ pre- incentive fee net investment income during the relevant Trailing Twelve Quarters = $ ~~016Hurdle Amount = Q1 NAV × 1. 5 % = $ 100, 000, 000 ×~~ 0 ~~. 015 = $ 1, 500, 000Aggregate~~ --- **Aggregate** pre- incentive fee net investment income < Hurdle Amount. Therefore, no income incentive fee is payable for the **quarter Aggregate** ~~quarterIncentive fee for second quarterAggregate~~ pre- incentive fee net investment income during the relevant Trailing Twelve Quarters = $ 0 $ 3, 500, 000 = $ 3, 500, ~~000Hurdle Amount = (Q1 NAV Q2 NAV) × 1. 5 % = $ 200,~~ 000 ~~, 000 × 0. 015 = $ 3, 000, 000Excess~~ --- **Excess** Income Amount = (aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters (e. g., Q1 and Q2)) − Hurdle Amount − $ 3, 500, 000 − $ 3, 000, 000 = $ 500, **000** ~~000Catch~~ --- **Catch** - up Fee Amount = 100 % of pre- incentive fee net investment income that is greater than $ 3, 000, 000 (the Hurdle Amount) but less than 1. 8182 % × (Q1 NAV Q2 NAV), or $ 3, 636, 400. This Catch- up Fee Amount equals $ 3, 500, 000 − $ 3, 000, 000, or $ 500, **000** ~~000Aggregate~~ --- **Aggregate** pre- incentive fee net investment income during the relevant Trailing Twelve Quarters < the Catch- up ~~AmountIncome~~ **Amount Income** incentive fee payment = $ 500, 000 $ 0 income incentive fee previously paid during the Trailing Twelve ~~QuartersTotal~~ ----- **Quarters Total** income incentive fee payment for Q2 = income incentive fee payment − amount previously paid = $ 500, **000** ~~000Incentive~~ --- **Incentive** Fee Cap = 17. 5 % of Cumulative Net Return during the relevant Trailing Twelve Quarters Cumulative Net Return = aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters − Net Capital Loss in respect of the Trailing Twelve ~~QuartersNo Net Capital LossTherefore Incentive Fee Cap = 17. 5 % of aggregate pre- incentive fee net investment income during the relevant Trailing Twelve~~ Quarters **Aggregate** ~~= income incentive fee and the cap is not appliedIncentive fee for third quarterAggregate~~ pre- incentive fee net investment income = $ 0 $ 3, 500, 000 $ 4, 500, 000 = $ 8, 000, **000** ~~000Hurdle~~ --- **Hurdle** Amount = (Q1 NAV Q2 NAV Q3 NAV) × 1. 5 % = $ 300, 000, 000 × 0. 015 = $ 4, 500, **000** ~~000Excess~~ --- **Excess** Income Amount = (aggregate pre- incentive fee net investment income for Q1, Q2 and Q3) — Hurdle Amount = $ 8, 000, 000 — $ 4, 500, 000 = $ 3, 500, ~~000Catch- up Fee Amount = 100 % of pre- incentive fee net investment income that is greater than $ 4, 500,~~ 000 **Post** ~~(the Hurdle Amount) but less than 1. 8182 % × (Q1 NAV Q2 NAV Q3 NAV), or $ 5, 454, 600. This Catch- up Fee Amount equals $ 954, 600Post~~ Catch- up Fee Amount = 17. 5 % of pre- incentive fee net investment income that exceeds the Catch- up Amount = 0. 175 × ($ 8, 000, 000 — $ 5, 454, 600) = $ 445, **445** ~~445Catch~~ --- **Catch** - up Fee Amount Post Catch- up Fee Amount = income incentive fee payment = $ 1, 400, 045 $ 500, 000 income incentive fee previously paid during the Trailing Twelve ~~Quarters17Total~~ **Quarters Total** income incentive fee payment for Q3 = income incentive fee payment — amount previously paid = $ 900, **045** ~~045Incentive Fee Cap = 17. 5 % of~~ Cumulative ~~Net Return during the relevant Trailing Twelve QuartersCumulative~~ Net Return = aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters — Net Capital Loss in respect of the Trailing Twelve ~~QuartersNo Net Capital LossTherefore Incentive Fee Cap = 17. 5 % of aggregate pre- incentive fee net investment income during the relevant Trailing Twelve~~ Quarters **Example** ~~= income incentive fee and the cap is not appliedExample~~ 3 — Three Quarters under the Amended Advisory Agreement in which Pre- Incentive Fee Net Investment Income Exceeds the Hurdle Rate with Net Capital **Losses (*) Investment** ~~LossesAssumptionsStable NAV of $ 100 million across all quartersInvestment~~ income for each of the quarters (including interest, dividends, fees, etc.) = 4. 5275 % Hurdle rate (1) = 1. 5 ~~% Management fee (1) = 0. 375 % Other expenses (legal, accounting, custodian, transfer agent, etc.) (2) = 0. 1525~~ % Pre- incentive fee net investment income (investment income — (management fee other expenses)) = 4. 0 % Unrealized capital losses of 1 % each of Q1 and Q2 and a 3 % unrealized loss in **Q3 Aggregate** ~~Q3Assumes no other quarters in the applicable Trailing Twelve QuartersIncentive fee for first quarterAggregate~~ pre- incentive fee net investment income = $ 4, 000, 000 Hurdle Amount = ~~Q1 NAV × 1. 5 % = $ 100, 000, 000 × 0. 015 = $ 1, 500, 000Excess~~ --- **Excess** Income Amount = aggregate pre- incentive fee net investment income

during the relevant Trailing Twelve Quarters — Hurdle Amount = $ 4, 000, 000 — $ 1, 500, 000 = $ 2, 500, **000** ~~000Catch~~--- **Catch** - up Fee Amount = 100 % of pre- incentive fee net investment income that is greater than $ 1, 500, 000 (the Hurdle Amount) but less than 1. 8182 % × Q1 NAV, or $ 1, 818, 200. This Catch- up Fee Amount equals $ 318, ~~200Post~~ **200 Post** Catch- up Fee Amount = 17. 5 % of pre- incentive fee net investment income that exceeds the Catch- up Amount = 0. 175 × ($ 4, 000, 000 — $ 1, 818, 200) = $ 381, **815** ~~815Catch~~--- **Catch** - Up Fee Amount Post Catch- up Fee Amount = income incentive fee payment = $ 700, 015 No income incentive fee previously paid during the Trailing Twelve ~~QuartersIncentive~~ **Quarters Incentive** Fee Cap = 17. 5 % of Cumulative Net Return during the Trailing Twelve Quarters Cumulative Net Return = aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters — Net Capital Loss during the relevant Trailing Twelve ~~Quarters18Net~~----- **Quarters Net** Capital Loss = $ 1, 000, **000** ~~000Cumulative~~--- **Cumulative** Net Return = $ 4, 000, 000 — $ 1, 000, 000 = $ 3, 000, **000** ~~000Therefore~~--- **Therefore** Incentive Fee Cap = 17. 5 % × $ 3, 000, 000 = $ 525, 000. Since the Incentive Fee Cap ($ 525, 000) is less than the income incentive fee ($ 700, 015), the Incentive Fee Cap is applied and a $ 525, 000 income incentive fee is paid for the **quarter Aggregate** ~~quarterIncentive fee for second quarterAggregate~~ pre- incentive fee net investment income = $ 4, 000, 000 $ 4, 000, 000 = $ 8, 000, 000 Hurdle Amount = (Q1 NAV Q2 NAV) × 1. 5 % = $ 200, 000, 000 × 0. 015 = $ 3, 000, **000** ~~000Excess~~--- **Excess** Income Amount = aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters (e. g., Q1 and Q2) — Hurdle Amount = $ 8, 000, 000 — $ 3, 000, 000 = $ 5, 000, ~~000Catch- up Fee Amount = 100 % of pre- incentive fee net investment income that is greater than $ 3,~~ 000 **Post** ~~, 000 (the Hurdle Amount) but less than 1. 8182 % × (Q1 NAV Q2 NAV), or $ 3, 636, 400. This Catch- up Fee Amount equals $ 636, 400Post~~ Catch- up Fee Amount = 17. 5 % of pre- incentive fee net investment income that exceeds the Catch- up Amount = 0. 175 × ($ 8, 000, 000 — $ 3, 636, 400) = $ 763, **630** ~~630Catch~~--- **Catch** - Up Fee Amount Post Catch- up Fee Amount = income incentive fee payment = $ 1, 400, 030 $ 525, 000 income incentive fee previously paid during the Trailing Twelve ~~QuartersTotal~~----- **Quarters Total** income incentive fee payment for Q2 = income incentive fee payment — amount previously paid = $ 875, **030** ~~030Incentive~~--- **Incentive** Fee Cap = 17. 5 % of Cumulative Net Return for the Trailing Twelve Quarters — income incentive fees previously paid for the Trailing Twelve Quarters Cumulative Net Return = aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters — Net Capital Loss in respect of the Trailing Twelve Quarters Net Capital Loss = $ 2, 000, 000 Cumulative Net Return = $ 8, 000, 000 — $ 2, 000, 000 = $ 6, 000, **000** ~~000Therefore~~--- **Therefore** Incentive Fee Cap = (17. 5 % × $ 6, 000, 000) — $ 525, 000 = $ 525, 000. Since the Incentive Fee Cap ($ 525, 000) is less than the income incentive fee ($ 875, 030), the Incentive Fee Cap is applied and a $ 525, 000 income incentive fee is paid for the **quarter Aggregate** ~~quarterIncentive fee for third quarterAggregate~~ pre- incentive fee net investment income = $ 4, 000, 000 $ 4, 000, 000 $ 4, 000, 000 = $ 12, 000, 000 Hurdle Amount = (Q1 NAV Q2 NAV Q3 NAV) × 1. 5 % = $ 300, 000, 000 × 0. 015 = $ 4, 500, 000 Excess Income Amount = aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters (e. g., Q1, Q2 and Q3) — Hurdle Amount = $ 12, 000, 000 — $ 4, 500, 000 = $ 7, 500, ~~000Catch- up Fee Amount = 100 % of pre- incentive fee net investment income that is greater than $ 4, 500,~~ 000 **Post** ~~(the Hurdle Amount) but less than 1. 8182 % × (Q1 NAV Q2 NAV Q3 NAV), or $ 5, 454, 600. This Catch- up Fee Amount equals $ 954, 600Post~~ Catch- up Fee Amount = 17. 5 % of pre- incentive fee net investment income that exceeds the Catch- up Amount = 0. 175 × ($ 12, 000, 000 — $ 5, 454, 600) = $ 1, 145, **445** ~~445Catch~~--- **Catch** - up Fee Amount Post Catch- up Fee Amount = income incentive fee payment = $ 2, 100, 045 $ 1, 050, 000 income incentive fee previously paid during the Trailing Twelve ~~Quarters19Total~~ **Quarters Total** income incentive fee payment for Q3 = income incentive fee payment — amount previously paid = $ 1, 050, **045** ~~045Incentive~~--- **Incentive** Fee Cap = 17. 5 % of Cumulative Net Return for the Trailing Twelve Quarters — income incentive fees previously paid for the Trailing Twelve Quarters Cumulative Net Return = aggregate pre- incentive fee net investment income during the relevant Trailing Twelve Quarters — Net Capital Loss in respect of the Trailing Twelve Quarters Net Capital Loss = $ 5, 000, 000 Cumulative Net Return = $ 12, 000, 000 — $ 5, 000, 000 = $ 7, 000, **000** ~~000Therefore~~--- **Therefore** Incentive Fee Cap = (17. 5 % × $ 7, 000, 000) — $ 1, 050, 000 previously paid during the Trailing Twelve Quarters = $ 175, 000. Since the Incentive Fee Cap ($ 175, 000) is less than the income incentive fee ($ 1, 050, 045), the Incentive Fee Cap is applied and a $ 175, 000 income incentive fee is paid for the quarter (*) The hypothetical amount of each of management fees, other expenses, pre- incentive fee net investment income and realized capital gains or losses shown is based on a percentage of total net assets. (1) Represents 6. 0 % annualized hurdle rate and 1. 5 % annualized management fee. (2) Excludes organizational and offering expenses. Example of Capital Gains Portion of Incentive Fee: ~~AssumptionsYear~~ **Year** 1: $ 25. 0 million investment made in Company A (“ Investment A ”), $ 35. 0 million investment made in Company B (“ Investment B ”) and $ 30. 0 million investment made in Company C (“ Investment C ”) Year 2: Investment A sold for $ 35. 0 million, fair value of Investment B determined to be $ 30. 0 million and fair value of Investment C determined to be $ 32. 0 ~~millionYear~~---- **million Year** 3: Fair value of Investment B determined to be $ 34. 0 million and Investment C sold for $ 35. 0 ~~millionYear~~---- **million Year** 4: Fair value of Investment B determined to be $ 45. 0 **million** ~~millionDetermination~~------- **Determination** of ~~Incentive Fee based on capital gainsThe~~ Incentive Fee based on capital gains **The Incentive Fee based on capital gains** , if any, would be: Year 1: ~~NoneYear~~ **None Year** 2: $ 0. 875 ~~millionThe~~--- **million The** portion of the incentive fee based on capital gains equals (A) 17. 5 % of our realized capital gains, if any, on a cumulative basis from inception through the end of the fiscal year, computed net of all realized capital losses and unrealized capital depreciation on a cumulative basis, minus (B) the aggregate amount of any previously paid capital gain incentive. Therefore, using the assumptions above, the incentive fee based on capital gains equals (A) 17. 5 % × ($ 10. 0 million- $ 5. 0 million) minus (B) $ 0. Therefore, the incentive fee based on capital gains equals $ 0. 875 million. Year 3: $ 1. 575 million, which is calculated as follows: The incentive fee based on capital gains equals (A) 17. 5 % × ($ 15. 0 million- $ 1. 0 million) minus (B) $ 0. 875 million. Therefore, the incentive fee based on capital gains equals $ 1. 575 million. ~~20Year~~-- **Year** 4: $ 0. 175 million, which is calculated as follows: The incentive fee based on capital gains equals (x) (A) 17. 5 % × ($ 15. 0 million- $ 0. 0 million) minus (B) $ 2. 45 million. Therefore, the incentive fee based on capital gains equals $ 0. 175 million. The Board will monitor the mix

and performance of our investments over time and will seek to satisfy itself that the Advisor is acting in our interests and that our fee structure appropriately incentivizes the Advisor to do so. We have also entered into an Administration Agreement with the Administrator, pursuant to which the Administrator ~~will provide~~ **provides** the administrative services necessary for us to operate, and we ~~will~~ utilize the Administrator' s office facilities, equipment and recordkeeping services. Pursuant to the Administration Agreement, the Administrator has agreed to oversee our public reporting requirements and tax reporting and monitor our expenses and the performance of professional services rendered to us by others. The Administrator has also hired a sub- administrator to assist in the provision of administrative services. We may reimburse the Administrator for its costs and expenses and our allocable portion of overhead incurred by it in performing its obligations under the Administration Agreement, including compensation paid to or compensatory distributions received by our officers (including our Chief Compliance Officer and Chief Financial Officer) and any of their respective staff who provide services to us, operations staff who provide services to us, and internal audit staff, if any, to the extent internal audit performs a role in our Sarbanes- Oxley internal control assessment. Our allocable portion of overhead **is** ~~will be~~ determined by the Administrator, which ~~expects to use~~ **uses** various methodologies such as allocation based on the percentage of time certain individuals devote, on an estimated basis, to the business and affairs of the Company, and will be subject to oversight by the Board. The sub- administrator **is** ~~will be~~ paid its compensation for performing its sub- administrative services under the sub- administration agreement. The Company incurred expenses related to the sub- administrator of $ 0. 6 million, $ 0. ~~5~~ **6** million and $ 0. 5 million for the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~ , respectively, which is included in other general and administrative expenses on the consolidated statements of operations. The Administrator would not seek reimbursement in the event that any such reimbursements would cause any distributions to our stockholders to constitute a return of capital. See " Fees and Expenses. " In addition, the Administrator is permitted to delegate its duties under the Administration Agreement to affiliates or third parties and we will reimburse the expenses of these parties incurred and paid by the Advisor on our behalf. Both the Amended Advisory Agreement and the Administration Agreement have been approved by the Board. Unless earlier terminated as described below, both the Amended Advisory Agreement and the Administration Agreement will remain in effect for a period of two years from their effective date and will remain in effect from year to year thereafter if approved annually by (i) the vote of the Board, or by the vote of a majority of our outstanding voting securities, and (ii) the vote of a majority of our Independent Directors. The Amended Advisory Agreement and the Administration Agreement will automatically terminate in the event of assignment. Both the Investment Advisory Agreement and the Administration Agreement may be terminated by either party without penalty upon not less than 60 days' written notice to the other. Upon termination of the Amended Advisory Agreement, the Company will be required to change its name which may have a material adverse impact on the Company' s operations. See " Item 1A. Risk Factors — Risks Relating to Our Business and Structure — We are dependent upon key personnel of Bain Capital Credit and our Advisor. " Under the Amended Advisory Agreement, the Advisor has not assumed any responsibility to us other than to render the services called for under that agreement. It will not be responsible for any action of the Board in following or declining to follow the Advisor' s advice or recommendations. Under the Amended Advisory Agreement, the Advisor, its officers, managers, partners, agents, employees, controlling persons, members and any other person or entity affiliated with the Advisor, and any person controlling or controlled by the Advisor will not be liable to us, any subsidiary of ours, our directors, our stockholders or any subsidiary' s stockholders or partners for acts or omissions performed in accordance with and pursuant to the Amended Advisory Agreement, except those resulting from acts constituting gross negligence, willful misfeasance, bad faith or reckless disregard of the duties that the Advisor owes to us under the Amended Advisory Agreement. In addition, as part of the Amended Advisory Agreement, we have agreed to indemnify the Advisor and each of its officers, managers, partners, agents, employees, controlling persons, members and any other person or entity affiliated with the Advisor, from and against any claims or liabilities, including reasonable legal fees and other expenses reasonably incurred, arising out of or in connection with our business and operations or any action taken or omitted on our behalf pursuant to authority granted by the Amended Advisory Agreement, except where attributable to gross negligence, willful misfeasance, bad faith or reckless disregard of such person' s duties under the Amended Advisory Agreement. These protections may lead the Advisor to act in a riskier manner when acting on our behalf than it would when acting for its own account. ~~21United~~ -- **United** States federal and state securities laws may impose liability under certain circumstances on persons who act in good faith. Nothing in the Amended Advisory Agreement will constitute a waiver or limitation of any rights that the Company may have under any applicable federal or state securities laws. **Our** ~~Fees and ExpensesOur~~ primary operating expenses include the payment of fees to our Advisor under the Amended Advisory Agreement, our allocable portion of overhead expenses under the administration agreement (the " Administration Agreement ") and other operating costs, including those described below. The Base Management Fee and Incentive Fee compensate our Advisor for its work in identifying, evaluating, negotiating, closing and monitoring our investments. We bear all other out- of- pocket costs and expenses of our operations and transactions, including: ~~●~~ **•** our operational and organizational costs; ~~●~~ **•** the costs of any public offerings of our common stock and other securities, including registration and listing fees; ~~●~~ **•** cost of calculating our net asset value, including the cost and expenses of any third- party valuation services; ~~●~~ **•** fees and expenses payable to third parties relating to evaluating, making and disposing of investments, including our Advisor' s or its affiliates' travel expenses, research costs and out- of- pocket fees and expenses associated with performing due diligence and reviews of prospective investments, monitoring our investments and, if necessary, enforcing our rights; ~~●~~ **•** interest payable on debt and other borrowing costs, if any, incurred to finance our investments; ~~●~~ **•** costs of effecting sales and repurchases of our common stock and other securities; ~~●~~ **•** distributions on our common stock; ~~●~~ **•** transfer agent and custody fees and expenses; ~~●~~ **•** the allocated costs incurred by the Administrator in providing managerial assistance to those portfolio companies that request it; ~~●~~ **•** other expenses incurred by BCSF Advisors or us in connection with administering our business, including payments made to third- party providers of goods or services; ~~●~~ **•** brokerage fees and commissions; ~~●~~ **•** federal and state registration fees; ~~●~~ **•** U. S. federal, state and local taxes; ~~●~~ **•** Independent Directors' fees and expenses; ~~●~~ **•** costs

associated with our reporting and compliance obligations under the 1940 Act and applicable U. S. federal and state securities laws; ~~•~~ **•** costs of any reports, proxy statements or other notices to our stockholders, including printing costs; ~~•~~ **•** costs of holding stockholder meetings; ~~•~~ **•** our fidelity bond; **•** ~~22 •~~ directors and officers' errors and omissions liability insurance, and any other insurance premiums; ~~•~~ **•** litigation, indemnification and other non- recurring or extraordinary expenses; ~~•~~ **•** direct costs and expenses of administration and operation, including printing, mailing, long distance telephone, staff, audit, compliance, tax and legal costs; ~~•~~ **•** fees and expenses associated with marketing efforts; ~~•~~ **•** dues, fees and charges of any trade association of which we are a member; and ~~•~~ **•** all other expenses reasonably incurred by us or the Administrator in connection with administering our business. To the extent that expenses to be borne by us are paid by BCSF Advisors, we will generally reimburse BCSF Advisors for such expenses. To the extent the Administrator outsources any of its functions, the Company will pay the fees associated with such functions on a direct basis without profit to the Administrator. We will also reimburse the Administrator for its costs and expenses and our allocable portion of overhead incurred by it in performing its obligations under the Administration Agreement, including certain rent and compensation paid to or compensatory distributions received by our officers (including our Chief Compliance Officer and Chief Financial Officer) and any of their respective staff who provide services to us, operations staff who provide services to us, internal audit staff, if any, to the extent internal audit performs a role in our Sarbanes- Oxley internal control assessment and fees paid to third- party providers for goods or services. Our allocable portion of overhead will be determined by the Administrator, which expects to use various methodologies such as allocation based on the percentage of time certain individuals devote, on an estimated basis, to our business and affairs, and will be subject to oversight by the Board. The sub- administrator is paid its compensation for performing its sub- administrative services under the sub- administration agreement. We incurred expenses related to the sub- administrator of $ 0. 6 million, $ 0. ~~5~~ **6** million and $ 0. 5 million for the years ended December 31, **2023,** 2022 ~~,~~ **and** 2021 ~~and 2020~~, respectively, which is included in other general and administrative expenses on the consolidated statements of operations. BCSF Advisors will not be reimbursed to the extent that such reimbursements would cause any distributions to our stockholders to constitute a return of capital ~~. All of the foregoing expenses are ultimately borne by our stockholders~~. All of the foregoing expenses are ultimately borne by our stockholders. From time to time, the Administrator or its affiliates may pay third- party providers of goods or services. We will reimburse the Administrator or such affiliates thereof for any such amounts paid on our behalf. The Administrator will waive its right to be reimbursed in the event that such reimbursements would cause any distributions to our stockholders to constitute a return of capital. The Advisor is authorized to determine the broker to be used for each securities transaction. In selecting brokers to execute transactions, the Advisor need not solicit competitive bids and does not have an obligation to seek the lowest available commission cost. In selecting brokers, the Advisor may or may not negotiate " execution only " commission rates and thus we may be deemed to be paying for other services provided by the broker that are included in the commission rate. In negotiating commission rates, the Advisor will take into account the financial stability and reputation of the broker and the brokerage, research and other services provided to us, the Advisor and other customers of the Advisor and its affiliates by such broker, even though we may not, in any particular instance, be the direct or indirect beneficiaries of the research or other services provided and the base management fee payable to the Advisor is not reduced because it receives such services. In addition, the Advisor may direct commissions to certain brokers that on the foregoing basis may furnish other services to us, the Advisor and other customers of the Advisor and its affiliates, such as telephone lines, news and quotation equipment, electronic office equipment, account record keeping and clerical services, trading software, financial publications and economic consulting services. As a result of the brokerage practices described above, the levels of commission paid and prices paid or received by us in securities transactions may be less favorable than in securities transactions effected on a best price and execution basis. The Advisor engaged placement agents to assist with the placement of the Company' s shares, and may engage additional or different placement agents in the future. The Advisor and / or investors referred by a placement agent shall pay all compensation to the placement agents. The Company did not pay compensation to any placement agents in connection with the Company' s initial private offering (the " Private Offering "). The prospect of receiving placement fees or other compensation may provide placement agents and / or ~~23their~~ -- **their** salespersons with an incentive to favor sales of the shares of the Company over the sale of interests of other investments with respect to which the placement agent does not receive such additional compensation, or receives lower levels of additional compensation. Capital Resources and ~~BorrowingsWe~~ -- **Borrowings We** anticipate cash to be generated from future offerings of securities and cash flows from operations, including interest earned from the temporary investment of cash in cash equivalents, U. S. government securities and other high- quality debt investments that mature in one year or less. Additionally, we are permitted, under specified conditions, to issue multiple classes of indebtedness and one class of stock senior to our common stock if our asset coverage, as defined in the 1940 Act, is at least equal to 200 % immediately after each such issuance. Effective February 2, 2019, following shareholder approval of the reduce asset coverage proposal, the Company may maintain an asset coverage ratio of only 150 %. Furthermore, while any indebtedness and senior securities remain outstanding, we must make provisions to prohibit any distribution to our stockholders or the repurchase of such securities or shares unless we meet the applicable asset coverage ratios at the time of the distribution or repurchase. In connection with borrowings, our lenders may require us to pledge assets, investor commitments to fund capital calls and / or the proceeds of those capital calls. In addition, the lenders may ask us to comply with positive or negative covenants that could have an effect on our operations. BCSF Revolving Credit ~~FacilityOn~~ -- **Facility On** October 4, 2017, the Company entered into the revolving credit agreement (the " BCSF Revolving Credit Facility ") with us, as equity holder, BCSF I, LLC, a Delaware limited liability company and a wholly owned and consolidated subsidiary of the Company, as borrower, and Goldman Sachs Bank USA, as sole lead arranger (" Goldman Sachs "). The BCSF Revolving Credit Facility was subsequently amended on May 15, 2018 to reflect certain clarifications regarding margin requirements and hedging currencies. The maximum commitment amount under the BCSF Revolving Credit Facility is $ 500. 0 million, and may be increased up to $ 750. 0 million. Proceeds of the loans under the BCSF Revolving Credit Facility may be used to acquire certain qualifying loans and such other uses as

permitted under the BCSF Revolving Credit Facility. The BCSF Revolving Credit Facility includes customary affirmative and negative covenants, including certain limitations on the incurrence of additional indebtedness and liens, as well as usual and customary events of default for revolving credit facilities of this nature. On January 8, 2020, the Company entered into an amended and restated credit agreement of its BCSF Revolving Credit Facility. The amendment amended the existing credit facility to, among other things, modify various financial covenants, including removing a liquidity covenant and adding a net asset value covenant with respect to the Company, as sponsor. On March 31, 2020, the Parties entered into Omnibus Amendment No. 1 to the amended and restated credit agreement. The amendment amended the existing credit facility to, among other things, provide for enhanced flexibility to purchase or contribute and borrow against revolving loans and delayed draw term loans, and to count certain additional assets in the calculation of collateral for the outstanding advances; increase the spread payable under the facility from 2. 50 % to 3. 25 % per annum; include additional events of default to the existing credit facility, including but not limited to, a qualified equity raise not effected on or prior to June 22, 2020; and, after June 22, 2020, require the Company to maintain at least $ 50. 0 million of unencumbered liquidity or pay down the facility by at least $ 50. 0 million. On May 27, 2020, the Parties entered into Amendment No. 2 to the amended and restated credit agreement. The amendment amended the existing credit facility to, among other things, (i) permit the Company to incur a lien on assets purchased with the proceeds of the rights offering and (ii) remove the requirement that the Company maintain $ 50. 0 million in unencumbered cash after the completion of the rights offering, instead requiring a pay down of $ 50. 0 million within two business days after the closing of the rights offering, which was subsequently paid. On August 14, 2020, the Parties entered into the second amended and restated credit agreement and the third amended and restated margining agreement (collectively, the “ Amendment ”), which amended and restated the terms of the existing credit facility (the “ Amended and Restated Credit Facility ”). The Amendment amends the existing credit facility to, among other things, (i) decrease the financing limit from $ 500. 0 million to $ 425. 0 million, (ii) decrease the interest rate on financing from LIBOR plus 3. 25 % per annum to LIBOR plus 3. 00 % per annum, and (iii) provide enhanced flexibility to contribute and borrow against revolving and delayed draw loans and modify certain other terms relating to collaterals. ~~24Borrowings~~ -- **Borrowings** under the BCSF Revolving Credit Facility bear interest at LIBOR plus a margin. As of December 31, 2020, the BCSF Revolving Credit Facility was accruing interest expense at a rate of LIBOR plus 3. 00 %. The Company paid an unused commitment fee of 30 basis points (0. 30 %) per annum. BCSF I, LLC is a wholly owned subsidiary of the Company and Borrower under the BCSF Revolving Credit Facility. BCSF I, LLC has entered into an investment management agreement with the Company as of October 4, 2017, pursuant to which the Company manages the BCSF I, LLC investment program and related activities. All intercompany transactions between BCSF I, LLC and the Company are eliminated in consolidation. On March 11, 2021, the BCSF Revolving Credit Facility was terminated. The proceeds from the 2026 Notes (as defined below) were used to repay the total outstanding debt. 2018 ~~-~~**-** 1 ~~NotesOn~~ -- **Notes On** September 28, 2018, (the “ 2018 ~~-~~**-** 1 Closing Date ”), the Company, through BCC Middle Market CLO 2018 ~~-~~**-** 1 LLC (the “ 2018 ~~-~~**-** 1 Issuer ”), a Delaware limited liability company and a wholly owned and consolidated subsidiary of the Company, completed its $ 451. 2 million term debt securitization (the “ CLO Transaction ”). The notes issued in connection with the CLO Transaction (the “ 2018 ~~-~~**-** 1 Notes ”) are secured by a diversified portfolio of the 2018 ~~-~~**-** 1 Issuer consisting primarily of middle market loans, the majority of which are senior secured loans (the “ 2018 ~~-~~**-** 1 Portfolio ”). At the 2018 ~~-~~**-** 1 Closing Date, the 2018 ~~-~~**-** 1 Portfolio was comprised of assets transferred from the Company and its consolidated subsidiaries. All transfers were eliminated in consolidation and there were no realized gains or losses recognized in the CLO Transaction. The CLO Transaction was executed through a private placement of the following 2018- 1 Notes. The Class A- 1 A, A- 1 B, A- 2, B and C 2018- 1 Notes were issued at par and are scheduled to mature on October 20, 2030. The Company received 100 % of the membership interests (the “ Membership Interests ”) in the 2018- 1 Issuer in exchange for its sale to the 2018- 1 Issuer of the initial closing date loan portfolio. The Membership Interests do not bear interest. As of December 31, 2021, the Class A- 1 A, A- 1 B, A- 2, B and C 2018- 1 Notes were included in the consolidated financial statements. The Membership Interests were eliminated in consolidation. On March 7, 2022, the Company sold 70 % of the membership equity interests of the Company’ s 2018- 1 Notes to SLP, which resulted in the deconsolidation of the 2018- 1 Notes from the Company’ s consolidated financial statements as further discussed in Note 3. **On June 15, 2023, the Company entered into a First Supplemental Indenture (“ 2018- 1 Supplemental Indenture ”), dated as of June 15, 2023, pursuant to Section 8. 1 (xxxi) of the Indenture, dated as of September 28, 2018, between the 2018- 1 Issuer, as issuer, and Wells Fargo Bank, National Association, as trustee. The 2018- 1 Supplemental Indenture provides for, among other things, an adoption of an alternate reference rate of Term SOFR plus 0. 26 %, effective July 1, 2023.** JPM Credit ~~FacilityOn~~ -- **Facility On** April 30, 2019, the Company entered into a loan and security agreement (the “ JPM Credit Agreement ” or the “ JPM Credit Facility ”) as Borrower, with JPMorgan Chase Bank, National Association, as Administrative Agent, and Wells Fargo Bank, National Association as Collateral Administrator, Collateral Agent, Securities Intermediary and Bank. The facility amount under the JPM Credit Agreement was $ 666. 6 million. Borrowings under the JPM Credit Facility bore interest at LIBOR plus 2. 75 %. On January 29, 2020, the Company entered into an amended and restated loan and security agreement (the “ Amended Loan and Security Agreement ”) as Borrower, with JPMorgan Chase Bank, National Association, as Administrative Agent, and Wells Fargo Bank, National Association as Collateral Administrator, Collateral Agent, Securities Intermediary and Bank. The Amended Loan and Security Agreement amended the Existing Loan and Security Agreement to, among other things, (1) decrease the financing limit under the agreement from $ 666. 6 million to $ 500. 0 million; (2) decrease the minimum facility amount from $ 466. 6 million to $ 300. 0 million period from January 29, 2020 to July 29, 2020 (the minimum facility amount will increase to $ 350. 0 million after July 29, 2020 until the end of the reinvestment period); (3) decrease the interest rate on financing from 2. 75 % per annum over the applicable LIBOR to 2. 375 % per annum over the applicable LIBOR; and (4) extend the scheduled termination date of the agreement from November 29, 2022 to January 29, 2025. On March 20, 2020, the Company entered into a second amended and restated loan and security agreement between the parties (the “ Second Amended Loan and Security Agreement ”). The Second

Amended Loan and Security Agreement, among other things, provides flexibility to contribute and borrow against revolving loans, reduce the amount required to be reserved for unfunded revolvers and delayed draw obligations and decreases the financing limit by $ 50. 0 million within 90 days or, based on the occurrence of certain events, such earlier period as may be set forth in the Second Amended Loan and Security Agreement. The Company shall pay to the ~~25Administrative~~ -- **Administrative** Agent $ 50. 0 million to the prepayment of Advances and the Financing Commitments shall be reduced by the amount of principal so prepaid on the earlier of two Business days following the closing of the Rights Offering and June 18, 2020, which the Company subsequently paid. On July 2, 2020, the Company entered into a third amended and restated loan and security agreement with respect to the JPM Credit Agreement to, among other things, adjust the advance rates and make certain changes of an updating nature. The facility amount under the JPM Credit Agreement is currently $ 450. 0 million. Proceeds of the loans under the JPM Credit Facility may be used to acquire certain qualifying loans and such other uses as permitted under the JPM Credit Agreement. The period from the effective date of the amendment until January 29, 2023 is referred to as the reinvestment period and during such reinvestment period, the Borrower may request drawdowns under the JPM Credit Facility. The maturity date is the earliest of: (a) January 29, 2025, (b) the date on which the secured obligations become due and payable following the occurrence of an event of default, (c) the date on which the advances are repaid in full and (d) the date after a market value cure failure occurs on which all portfolio investments have been sold and proceeds therefrom have been received by the Borrower. The stated maturity date of January 29, 2025 may be extended for successive one- year periods by mutual agreement of the Borrower and the Administrative Agent. The JPM Credit Agreement includes customary affirmative and negative covenants, including certain limitations on the incurrence of additional indebtedness and liens, as well as usual and customary events of default for revolving credit facilities of this nature. Borrowings under the JPM Credit Facility bear interest at LIBOR plus a margin. The Company pays an unused commitment fee of between 37. 5 basis points (0. 375 %) and 75 basis points (0. 75 %) per annum depending on the size of the unused portion of the facility. Interest is payable quarterly in arrears. As of December 31, 2020, the JPM Credit Facility was accruing interest expense at a rate of LIBOR plus 2. 375 %. We paid an unused commitment fee of 75 basis points (0. 75 %) per annum. On December 27, 2021, the JPM Credit Facility was terminated. 2019 -- 1 ~~DebtOn~~ -- **Debt On** August 28, 2019, the Company, through BCC Middle Market CLO 2019 -- 1 LLC (the " 2019 -- 1 Issuer "), a Cayman Islands limited liability company and a wholly- owned and consolidated subsidiary of the Company, and BCC Middle Market CLO 2019 -- 1 Co- Issuer, LLC (the " Co- Issuer " and, together with the Issuer, the " Co- Issuers "), a Delaware limited liability company, completed its $ 501. 0 million term debt securitization (the " 2019 -- 1 CLO Transaction " **and together with the CLO Transaction, the " CLO Transactions "** ). The notes issued in connection with the 2019 -- 1 CLO Transaction (the " 2019 -- 1 Notes ") are secured by a diversified portfolio of the Co- Issuers consisting primarily of middle market loans, the majority of which are senior secured loans (the " 2019 -- 1 Portfolio "). The Co- Issuers also issued Class A -- 1L Loans (the " Loans " and, together with the 2019 -- 1 Notes, the " 2019 -- 1 Debt "). The Loans are also secured by the 2019 -- 1 Portfolio. At the 2019 -- 1 closing date, the 2019 -- 1 Portfolio was comprised of assets transferred from the Company and its consolidated subsidiaries. All transfers were eliminated in consolidation and there were no realized gains or losses recognized in the 2019 -- 1 CLO Transaction. On November 30, 2021, the Co- Issuers refinanced the 2019 -- 1 CLO Transaction through a private placement of $ 410 million of senior secured and senior deferrable notes consisting of: (i) $ 282. 5 million of Class A -- 1 -- R Senior Secured Floating Rate Notes, which currently bear interest at the applicable reference rate plus 1. 50 % per annum; (ii) $ 55 million of Class A -- 2 -- R Senior Secured Floating Rate Notes, which bear interest at the applicable reference rate plus 2. 00 % per annum; (iii) $ 47. 5 million of Class B- R Senior Deferrable Floating Rate Notes, which bear interest at the applicable reference rate plus 2. 60 % per annum; and (iv) $ 25. 0 million of Class C- R Senior Deferrable Floating Rate Notes, which bear interest at the applicable reference rate plus 3. 75 % per annum (collectively, the " 2019 -- 1 CLO Reset Notes "). As part of the transactions, the 2019- 1 Issuer was redomiciled from Cayman to Jersey. The 2019 -- 1 CLO Reset Notes are scheduled to mature on October 15, 2033 and the reinvestment period ends October 15, 2025. The Company retained $ 32. 5 million of the Class B- R Notes and $ 25. 0 million of the Class C- R Notes. **The retained notes by the Company are eliminated in consolidation. The transaction resulted in a realized loss to the Company on the extinguishment of debt of $ 2. 3 million from the acceleration of unamortized debt issuance costs. The obligations of the 2019- 1 Issuer under the 2019- 1 CLO Transaction are non- recourse to the Company. On June 15, 2023, the Company entered into a Second Supplemental Indenture (" 2019- 1 Supplemental Indenture "), dated as of June 15, 2023, pursuant to Section 8. 1 (xxxi) of the Indenture, dated as of November 30, 2021, between BCC Middle Market CLO 2019- 1, LTD, as issuer, and Wells Fargo Bank, National Association, as trustee. The 2019- 1 Supplemental Indenture provides for, among other things, an adoption of an alternate reference rate of Term SOFR plus 0. 26 %, effective July 1, 2023.**
~~26Revolving~~ -- **Revolving** Advisor ~~LoanOn~~ -- **Loan On** March 27, 2020, the Company entered into an unsecured revolving loan agreement (the " Revolving Advisor Loan ") with BCSF Advisors, LP, the investment adviser of the Company. The Revolving Advisor Loan ~~has~~ **had** a maximum credit limit of $ 50. 0 million and **matured on** ~~a maturity date of~~ March 27, 2023. The Revolving Advisor Loan ~~accrues~~ **accrued** interest at the Applicable Federal Rate from the date of such loan until the loan ~~is~~ **was** repaid in full. ~~As of December 31, 2022, there were no borrowings under the Revolving Advisor Loan.~~ 2023 ~~NotesOn~~ -- **Notes On** June 10, 2020, the Company entered into a Master Note Purchase Agreement with institutional investors listed on the Purchaser Schedule thereto (the " Note Purchase Agreement "), in connection with the Company' s issuance of $ 150. 0 million aggregate principal amount of its 8. 50 % senior unsecured notes due 2023 (the " 2023 Notes "). The sale of the 2023 Notes generated net proceeds of approximately $ 146. 4 million, including an offering discount of $ 1. 5 million and debt issuance costs in connection with the transaction, including fees and commissions, of $ 2. 1 million. The 2023 Notes ~~will~~ **were scheduled to** mature on June 10, 2023 and ~~may be~~ **could have been** redeemed in whole or in part at the Company' s option at any time or from time to time at the redemption prices set forth in the Note Purchase Agreement. The 2023 Notes **bore** ~~will bear~~ interest at a rate of 8. 50 % per year payable semi- annually on June 10 and December 10 of each year, commencing on December 10, 2020.

~~As of December 31, 2022, the Company was in compliance with the terms of the Note Purchase Agreement governing the 2023 Notes.~~ On July 16, 2021 the Company repurchased $ 37. 5 million of the 2023 Notes at a total cost of $ 39. 5 million. This resulted in a realized loss **to the Company** on the extinguishment of debt of $ 2. 5 million, which included a premium paid of $ 2. 0 million and acceleration of unamortized debt issuance costs and original issue discount of $ 0. 5 million. On August 24, 2022, the Company issued a notice to the noteholders of the 2023 Notes, indicating its intention to prepay the total aggregate principal amount committed of $ 150. 0 million, including the principal amount outstanding of $ 112. 5 million, under the 2023 Notes pursuant to the terms of the Note Purchase Agreement governing the 2023 Notes. The Notes were prepaid at 100 % of their principal amount, plus accrued and unpaid interest thereon, on September 6, 2022. **This resulted in a realized loss to the Company on the extinguishment of debt of $ 0. 7 million, which included acceleration of unamortized debt issuance costs and original issue discount of $ 0. 7 million.** March 2026 ~~NotesOn~~ -- **Notes On** March 10, 2021, the " Company and U. S. Bank National Association (the " Trustee "), entered into an Indenture (the " Base Indenture ") and First Supplemental Indenture (the " First Supplemental Indenture, " and together with the Base Indenture, the " Indenture ") between the Company and the Trustee. The First Supplemental Indenture relates to the Company' s issuance of $ 300. 0 million aggregate principal amount of its 2. ~~950~~ - **95** % notes due 2026 (the " March 2026 Notes "). The March 2026 Notes will mature on March 10, 2026 and may be redeemed in whole or in part at the Company' s option at any time or from time to time at the redemption prices set forth in the Indenture. The March 2026 Notes bear interest at a rate of 2. ~~950~~ - **95** % per year payable semi- annually on March 10th and September 10th of each year, commencing on September 10, 2021. The March 2026 Notes are general unsecured obligations of the Company that rank senior in right of payment to all of the Company' s existing and future indebtedness that is expressly subordinated in right of payment to the March 2026 Notes, rank pari passu with all existing and future unsecured unsubordinated indebtedness issued by the Company, rank effectively junior to any of the Company' s secured indebtedness (including unsecured indebtedness that the Company later secures) to the extent of the value of the assets securing such indebtedness, and rank structurally junior to all existing and future indebtedness (including trade payables) incurred by the Company' s subsidiaries, financing vehicles or similar facilities. The net proceeds to the Company from the March 2026 Notes were $ 294. 3 million, after deducting the underwriting discounts and commissions of $ 4. 4 million payable by the Company and offering expenses of $ 1. 3 million payable by the Company. October 2026 ~~NotesOn~~ -- **Notes On** October 13, 2021, the Company and the Trustee entered into a Second Supplemental Indenture (the " Second Supplemental Indenture ") to the Indenture between the Company and the Trustee. The Second Supplemental Indenture relates to the Company' s ~~27issuance~~ -- **issuance** of $ 300. 0 million aggregate principal amount of its 2. ~~550~~ - **55** % notes due 2026 (the " October 2026 Notes, " and together with the March 2026 Notes, the " 2026 Notes "). The October 2026 Notes will mature on October 13, 2026 and may be redeemed in whole or in part at the Company' s option at any time or from time to time at the redemption prices set forth in the Indenture. The October 2026 Notes bear interest at a rate of 2. ~~550~~ - **55** % per year payable semi- annually on April 13 and October 13 of each year, commencing on April 13, 2022. The October 2026 Notes are general unsecured obligations of the Company that rank senior in right of payment to all of the Company' s existing and future indebtedness that is expressly subordinated in right of payment to the October 2026 Notes, rank pari passu with all existing and future unsecured unsubordinated indebtedness issued by the Company, rank effectively junior to any of the Company' s secured indebtedness (including unsecured indebtedness that the Company later secures) to the extent of the value of the assets securing such indebtedness, and rank structurally junior to all existing and future indebtedness (including trade payables) incurred by the Company' s subsidiaries, financing vehicles or similar facilities. The net proceeds to the Company from the October 2026 Notes were $ 293. 1 million, after deducting the underwriting discounts and commissions of $ 6. 2 million payable by the Company and estimated offering expenses of $ 0. 7 million ~~payable by the Company~~ . Sumitomo Credit ~~FacilityOn~~ -- **Facility On** December 24, 2021, the Company entered into a senior secured revolving credit agreement (the " Sumitomo Credit Agreement " or the " Sumitomo Credit Facility ") as Borrower, with Sumitomo Mitsui Banking Corporation, as Administrative Agent and Sole Book Runner, and with Sumitomo Mitsui Banking Corporation and MUFG Union Bank, N. A., as Joint Lead Arrangers. The Credit Agreement is effective as of December 24, 2021. The facility amount under the Sumitomo Credit Agreement is $ 300. 0 million with an accordion provision to permit increases to the total facility amount up to $ 1. 0 billion. Proceeds of the loans under the Sumitomo Credit Agreement may be used for general corporate purposes of the Company, including, without limitation, repaying outstanding indebtedness, making distributions, contributions and investments, and acquisition and funding, and such other uses as permitted under the Sumitomo Credit Agreement. The maturity date is December 24, 2026 ~~.~~ On July 6,2022,the Company entered into the First Amendment to the Sumitomo Credit Agreement.The First Amendment provides for an upsize in the total commitments from lenders under the revolving credit facility governed by the Sumitomo Credit Agreement from $ 300.0 million to $ 385.0 million.The First Amendment also replaced the LIBOR benchmark provisions under the Sumitomo Credit Agreement with SOFR benchmark provisions,including applicable credit spread adjustments.On July 22,2022,the Company entered into the Increasing Lender / Joinder Lender Agreement (the " Joinder Agreement "),dated as of July 22,2022,pursuant to Section 2.08 (e) of the Sumitomo Credit Agreement.The Joinder Agreement provides for,among other things,an upsize in the total commitments from lenders under the revolving credit facility governed by the Sumitomo Credit Agreement from $ 385.0 million to $ 485.0 million. ~~On~~ **28On** August 24,2022,the Company entered into the Second Amendment,which provides for,among other things,an upsize in the total commitments from lenders under the Sumitomo Credit Agreement from $ 485.0 million to $ 635.0 million.On December 14,2022,the Company entered into a second Increasing Lender / Joinder Lender Agreement (the " Second Joinder Agreement "),dated as of December 14,2022,pursuant to Section 2.08 (e) of the Sumitomo Credit Agreement.The Second Joinder Agreement provides for,among other things,an upsize in the total commitments from lenders under the revolving credit facility governed by the Sumitomo Credit Agreement from $ 635.0 million to $ 665.0 million **.** . Interest under the Sumitomo Credit Agreement for (i) loans for which the Company elects the base rate option, (A) if the borrowing base is equal to or greater than the product of 1. 60 and the revolving credit exposure, is

payable at an " alternate base rate " (which is the greater of zero and the highest of (a) the prime rate as published in the print edition of The Wall Street Journal, Money Rates Section, (b) the federal funds effective rate plus 0. 5 % and (c) the one- month Eurocurrency rate plus 1 % per annum) plus 0. 75 % per annum and (B) if the borrowing base is less than the product of 1. 60 and the revolving credit exposure, the alternate base rate plus 0. 875 % per annum; (ii) loans for which the Company elects the Eurocurrency option, (A) if the borrowing base is equal to or greater than the product of 1. 60 and the revolving credit exposure, is payable at a rate equal to the Eurocurrency rate plus 1. 75 % per annum and (B) if the borrowing base is less than the product of 1. 60 and the revolving credit exposure, is payable at a rate equal to the Eurocurrency rate plus 1. 875 % per annum; and (iii) loans for which the Company elects the risk- free- rate option, (A) if the borrowing base is equal to or greater than the product of 1. 60 and the revolving credit exposure, is payable at a rate equal to risk- free- rate plus 1. 8693 % per annum and (B) if the borrowing base is less than the product of 1. 60 and the revolving credit exposure, is payable at a rate equal to risk- free- rate plus 1. 9943 % per annum. The Company pays a used commitment fee of 37. 5 basis points (0. 375 %) on the average daily unused amount of the dollar commitment. On July 6, 2022, the...... to $ 665. 0 million. The Sumitomo Credit Agreement includes customary affirmative and negative covenants, including certain limitations on the incurrence of additional indebtedness and liens, as well as usual and customary events of default for revolving credit facilities of this nature. As of December 31, ~~2022~~ **2023** , the Company was in compliance with its covenants related to the Sumitomo Credit Facility. Dividend Reinvestment ~~PlanWe~~ -- **Plan** ~~have~~ **The Company has** adopted a ~~DRIP~~ **dividend reinvestment plan** that provides for the reinvestment of **cash** dividends and ~~other~~ distributions **.** ~~on behalf of our stockholders~~ **Stockholders** ~~, unless a stockholder elects to receive cash. As a result, if our Board declares a cash distribution, then our stockholders~~ who **do** ~~acquire shares of our common stock after our listing and have~~ not ~~elected to~~ " opt out " of ~~our DRIP~~ **the Company' s dividend reinvestment plan** will have their cash **dividends and** distributions automatically reinvested in additional shares of ~~our~~ **the Company' s** common stock ~~as described below~~ **, rather than receiving cash dividends and distributions** . **We** ~~Any stockholders who held shares of our common stock prior to our listing had to opt in to the DRIP. AdministrationWe~~ do not currently have any employees. Each officer of the Company is also an employee of the Advisor or its affiliates. See " Item 10. Directors, Executive Officers and Corporate Governance. " Our day- to- day investment operations are managed by the Advisor. Pursuant to its Resource Sharing Agreement with Bain Capital Credit, the Advisor has access to the individuals who comprise the Advisor' s Credit Committee, and a team of additional experienced investment professionals who, collectively, comprise the Advisor' s investment team. The Advisor may hire additional investment professionals to provide services to us, based upon its needs. See " Item 1. Business- General — Investment Advisory Agreement; Administration Agreement. " Regulation as a Business Development ~~CompanyWe~~ -- **Company We** have elected to be regulated as a BDC under the 1940 Act. A BDC must be organized in the United States for the purpose of investing in or lending to primarily private companies and making significant managerial assistance available to them. A BDC may use capital provided by public stockholders and from other sources to make long- term, private investments in businesses. A publicly- traded BDC provides stockholders the ability to retain the liquidity of a publicly- traded stock while sharing in the possible benefits, if any, of investing in primarily privately owned companies. We may not change the nature of our business so as to cease to be, or withdraw our election as, a BDC unless authorized by vote of a majority of the outstanding voting securities, as required by the 1940 Act. A majority of the outstanding voting securities of a company is defined under the 1940 Act as the lesser of: (a) 67 % or more of such company' s voting securities present at a meeting if more than 50 % of the outstanding voting securities of such company are present or represented by proxy, or (b) more than 50 % of the outstanding voting securities of such company. We do not anticipate any substantial change in the nature of our business. As with other companies regulated by the 1940 Act, a BDC must adhere to certain substantive regulatory requirements. A majority of our directors must be persons who are not interested persons, as that term is defined in the 1940 Act. Additionally, we are required to provide and maintain a bond issued by a reputable fidelity insurance company to protect the BDC. Furthermore, as a BDC, we are prohibited from protecting any director or officer against any liability to us or our stockholders arising from willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of such person' s office. As a BDC, we are required to meet an asset coverage ratio, defined under the 1940 Act as the ratio of our total assets (less all liabilities and indebtedness not represented by senior securities) to our outstanding senior securities, of at least 200 % after each issuance of senior securities. Effective February 2, 2019, following stockholder approval of the reduced asset coverage requirements, the ~~29Company~~ -- **Company** must maintain an asset coverage ratio of only 150 %. We may also be prohibited under the 1940 Act from knowingly participating in certain transactions with our affiliates without the prior approval of our directors who are not interested persons and, in some cases, prior approval by the SEC. As a BDC, we are limited in our ability to invest in any portfolio company in which the Advisor or any of its affiliates currently has an investment or to make any co- investments with the Advisor or its affiliates without an exemptive order from the SEC, subject to certain exceptions. We do not intend to acquire securities issued by any investment company that exceed the limits imposed by the 1940 Act. Under these limits, except for registered money market funds, we generally cannot acquire more than 3 % of the voting stock of any investment company, invest more than 5 % of the value of our total assets in the securities of one investment company or invest more than 10 % of the value of our total assets in the securities of investment companies in the aggregate. The portion of our portfolio invested in securities issued by investment companies ordinarily will subject our stockholders to additional expenses. Our investment portfolio is also subject to diversification requirements by virtue of our intention to qualify as a RIC for U. S. tax purposes. We will generally not be able to issue and sell our common stock at a price below net asset value per share. We may, however, sell our common stock, or warrants, options or rights to acquire our common stock, at a price below the then- current net asset value of our common stock if the Board determines that such sale is in our best interests and the best interests of our stockholders, and our stockholders approve such sale. In addition, we may generally issue new shares of our common stock at a price below net asset value in rights offerings to existing stockholders, in payment of distributions and in certain other limited circumstances. As a BDC, we are subject to certain risks and uncertainties.

See " Item 1A. Risk Factors. " Qualifying ~~AssetsWe~~ -- **Assets We** may invest up to 30 % of our portfolio opportunistically in " non- qualifying assets ", which will be driven primarily through opportunities sourced through the Advisor. However, under the 1940 Act, a BDC may not acquire any asset other than assets of the type listed in Section 55 (a) of the 1940 Act, which are referred to as " qualifying assets, " unless, at the time the acquisition is made, qualifying assets represent at least 70 % of the BDC' s total assets. The principal categories of qualifying assets relevant to our proposed business are the following: (1) securities purchased in transactions not involving any public offering from the issuer of such securities, which issuer (subject to certain limited exceptions) is an eligible portfolio company, or from any person who is, or has been during the preceding 13 months, an affiliated person of an eligible portfolio company, or from any other person, subject to such rules as may be prescribed by the SEC. An eligible portfolio company is defined in the 1940 Act as any issuer which: (a) is organized under the laws of, and has its principal place of business in, the United States; (b) is not an investment company (other than a small business investment company wholly owned by the BDC) or a company that would be an investment company but for certain exclusions under the 1940 Act; and (c) satisfies either of the following: i. does not have any class of securities that is traded on a national securities exchange or has any class of securities listed on a national securities exchange subject to a $ 250. 0 million market capitalization maximum; or; ii. is controlled by a BDC or a group of companies including a BDC the BDC actually exercises a controlling influence over the management or policies of the eligible portfolio company, and, as a result, the BDC has an affiliated person who is a director of the eligible portfolio company. (2) securities of any eligible portfolio company which we control; (3) securities purchased in a private transaction from a U. S. issuer that is not an investment company or from an affiliated person of the issuer, or in transactions incident thereto, if the issuer is in bankruptcy and subject to reorganization or ~~30if~~ **if** the issuer, immediately prior to the purchase of its securities, was unable to meet its obligations as they came due without material assistance other than conventional lending or financing arrangements; (4) securities of an eligible portfolio company purchased from any person in a private transaction if there is no ready market for such securities and we already own 60 % of the outstanding equity of the eligible portfolio company; (5) securities received in exchange for or distributed on or with respect to securities described in (1) through (4) above, or pursuant to the exercise of warrants or rights relating to such securities; and (6) cash, cash equivalents, U. S. government securities or high- quality debt securities maturing in one year or less from the time of investment. Limitations on ~~LeverageAs~~ -- **Leverage As** a BDC, we are required to meet an asset coverage ratio, defined under the 1940 Act as the ratio of our total assets (less all liabilities and indebtedness not represented by senior securities) to our outstanding senior securities. On November 28, 2018, the Board approved the reduction of the Company' s asset coverage requirements in Section 61 (a) (2) of the 1940 Act to 150 % and recommended the stockholders to vote in favor of the proposal at the special stockholder meeting on February 1, 2019. On February 1, 2019, the Company' s stockholders approved the application of the reduced asset coverage. Effective February 2, 2019, the Company is permitted to borrow amounts such that its asset coverage ratio is at least 150 % after such borrowing (if certain requirements are met), rather than 200 %, as previously required. Managerial Assistance to Portfolio ~~CompaniesA~~ - **Companies A** BDC must have been organized under the laws of, and have its principal place of business in, any state or states within the United States and must be operated for the purpose of making investments in the types of securities described in (1), (2) or (3) above. However, in order to count portfolio securities as qualifying assets for the purpose of the 70 % test, the BDC must either control the issuer of the securities or must offer to make available to the issuer of the securities (other than small and solvent companies described above) significant managerial assistance; except that, where the BDC purchases such securities in conjunction with one or more other persons acting together, one of the other persons in the group may make available such managerial assistance. Making available managerial assistance means, among other things, any arrangement whereby the BDC, through its directors or officers, offers to provide, and, if accepted, does so provide, significant guidance and counsel concerning the management, operations or business objectives and policies of a portfolio company. Monitoring ~~InvestmentsIn~~ -- **Investments In** most cases, we will not have influence over the Board of Directors of our portfolio companies. In some instances, the Advisor' s investment professionals may obtain board representation or observation rights in conjunction with our investments. In conjunction with the Advisor' s Credit Committee and the Board, the Advisor will take an active approach in monitoring all investments, which includes reviews of financial performance on at least a quarterly basis and may include discussions with management and / or the equity sponsor. The monitoring process will begin with structuring terms and conditions which require the timely delivery and access to critical financial and business information regarding portfolio companies. Temporary ~~InvestmentsPending~~ ------- **Investments Pending** investment in other types of " qualifying assets, " as described above, our investments may consist of cash, cash equivalents, U. S. government securities or high- quality debt securities maturing in one year or less from the time of investment, which we refer to, collectively, as " temporary investments, " so that 70 % of our assets are qualifying assets. See " Item 1. Business — Certain U. S. Federal Income Tax Consequences — Election to be Subject to be Taxed as a RIC. " Typically, we will invest in U. S. Treasury bills or in repurchase agreements, provided that such agreements are fully collateralized by cash or securities issued by the U. S. government or its agencies. A repurchase agreement involves the purchase by an investor, such as us, of a specified security and the simultaneous agreement by the seller to repurchase it at an agreed- upon future date and at a price which is greater than the purchase price by an amount that reflects an agreed- upon interest rate. There is no percentage restriction on the proportion of our assets that may be invested in such repurchase agreements. However, if more than 25 % of our gross assets constitute repurchase agreements from a single ~~31counterparty~~ -- **counterparty** , we may not satisfy the diversification tests in order to qualify as a RIC. Thus, we do not intend to enter into repurchase agreements with a single counterparty in excess of this limit. The Advisor will monitor the creditworthiness of the counterparties with which we enter into repurchase agreement transactions. Senior ~~SecuritiesHistorically~~ **Securities Historically** , the 1940 Act has permitted us to issue " senior securities, " including borrowing money from banks or other financial institutions, only in amounts such that our asset coverage, as defined in the 1940 Act, equals at least 200 % after such incurrence or issuance. In March 2018, the Small Business Credit Availability Act, or the SBCAA, was enacted into law. The SBCAA, among other things, amended the 1940 Act to reduce the asset

coverage requirements applicable to business development companies from 200 % to 150 % so long as the business development company meets certain disclosure requirements and obtains certain approvals. On November 28, 2018, the Board approved the reduction of the Company' s asset coverage requirements in Section 61 (a) (2) of the 1940 Act to 150 % and recommended the stockholders to vote in favor of the proposal at the special stockholder meeting on February 1, 2019. On February 1, 2019, the Company' s stockholders approved the application of the reduced asset coverage. Effective February 2, 2019, the Company is permitted to borrow amounts such that its asset coverage ratio is at least 150 % after such borrowing (if certain requirements are met), rather than 200 %, as previously required. While any senior securities remain outstanding, we must make provisions to prohibit any distribution to our stockholders or the repurchase of such securities or shares unless we meet the applicable asset coverage ratios at the time of the distribution or repurchase. We may also borrow amounts up to 5 % of the value of our total assets for temporary or emergency purposes without regard to asset coverage. See " Item 1A. Risk Factors — Risks Relating to Our Business and Structure — Our strategy involves a high degree of leverage. We intend to continue to finance our investments with borrowed money, which will magnify the potential for gain or loss on amounts invested and may increase the risk of investing in us. The risks of investment in a highly ~~leverage~~ **leveraged** fund include volatility and possible distribution restrictions. " The 1940 Act imposes limitations on a BDC' s issuance of preferred shares, which are considered " senior securities " and thus are subject to the 150 % asset coverage requirement described above. In addition, (i) preferred shares must have the same voting rights as the common stockholders (one share, one vote); and (ii) preferred stockholders must have the right, as a class, to appoint directors to the Board. Code of ~~EthicsAs~~ -- **Ethics As** required by Rule 17j ~~-~~ - 1 under the 1940 Act and Rule 204A ~~-~~ - 1 under the Advisers Act, respectively, we and the Advisor have adopted codes of ethics which apply to, among others, our and the Advisor' s executive officers, including our Chief Executive Officer and Chief Financial Officer, as well as the Advisor' s officers, directors and employees. Our codes of ethics generally will not permit investments by our and the Advisor' s personnel in securities that may be purchased or sold by us. We hereby undertake to provide a copy of the codes to any person, without charge, upon request. Requests for a copy of the codes may be made in writing addressed to Investor Relations, Bain Capital Specialty Finance, Inc., 200 Clarendon Street, 37th Floor, Boston, Massachusetts 02116, Attention: Bain Capital Specialty Finance, Inc. Investor Relations, or by emailing us at creditinfo @ baincapital. com. Compliance Policies and ~~ProceduresWe~~ -- **Procedures We** and the Advisor have adopted and implemented written policies and procedures reasonably designed to detect and prevent violation of the federal securities laws and we are required to review these compliance policies and procedures annually for their adequacy and the effectiveness of their implementation and designate a Chief Compliance Officer to be responsible for administering the policies and procedures. ~~32Sarbanes~~ -- **Sarbanes** - Oxley Act of ~~2002The~~ **2002 The** Sarbanes- Oxley Act of 2002, as amended (the " Sarbanes- Oxley Act ") imposes a wide variety of regulatory requirements on publicly- held companies and their insiders. Many of these requirements affect us. For example: ~~•~~ • pursuant to Rule 13a ~~-~~ - 14 under the Exchange Act, our President and Chief Financial Officer must certify the accuracy of the consolidated financial statements contained in our periodic reports; ~~•~~ • pursuant to Item 307 of Regulation S- K under the Securities Act of 1933, as amended (the " Securities Act "), our periodic reports must disclose our conclusions about the effectiveness of our disclosure controls and procedures; ~~•~~ • pursuant to Rule 13a ~~-~~ - 15 under the Exchange Act, our management must prepare an annual report regarding its assessment of our internal control over financial reporting, which must be audited by our independent public accounting firm; and ~~•~~ • pursuant to Item 308 under Regulation S- K under the Securities Act and Rule 13a ~~-~~ - 15 under the Exchange Act, our periodic reports must disclose whether there were significant changes in our internal controls over financial reporting or in other factors that could significantly affect these controls subsequent to the date of their evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses. The Sarbanes- Oxley Act requires us to review our current policies and procedures to determine whether we comply with the Sarbanes- Oxley Act and the regulations promulgated thereunder. We will continue to monitor our compliance with all regulations that are adopted under the Sarbanes- Oxley Act and will take actions necessary to ensure that we are in compliance therewith. Proxy Voting Policies and ~~ProceduresWe~~ -- **Procedures We** will delegate our proxy voting responsibility to the Advisor. The Proxy Voting Policies and Procedures of the Advisor are set forth below. The guidelines will be reviewed periodically by the Advisor and our non- interested directors will receive a copy annually, and, accordingly, are subject to change. An investment adviser registered under the Advisers Act has a fiduciary duty to act solely in the best interests of its clients. As part of this duty, the Advisor recognizes that conflicts of interest may arise from time to time in relation to proxy voting requirements. A conflict between the Advisor and any client can arise in a number of situations. The following non- exclusive examples illustrate conflicts of interest that could arise: ~~•~~ • A failure to vote in favor of a position supported by management may harm the relationship the Advisor or the Company has with the company; ~~•~~ • A failure to vote in favor of a particular proposal may harm the relationship the Advisor or the Company has with the proponent of the proposal; ~~•~~ • A failure to vote for or against a particular proposal may adversely affect a business or personal relationship, such as when an officer of the Advisor has a spouse or other relative who serves as a director of the company, is employed by the company or otherwise has an economic interest therein; or ~~•~~ • Conflicts arising from investment positions held by affiliates of the Advisor. These policies and procedures for voting proxies are intended to comply with Section 206 of, and Rule 206 (4) ~~-~~ - 6 under, the Advisers Act. The Advisor intends to vote proxies or similar corporate actions in accordance with the best interests of our shareholders, taking into account such factors as it deems relevant in its sole discretion. Upon receipt of a proxy request, the Advisor' s Operations department contacts a senior investment professional responsible for the issuer. The senior investment professional communicates the proxy voting ~~33decision~~ -- **decision** to Operations. The hard- copy documentation is completed by Operations and sent back to the appropriate party. Operations maintains a log of all proxy voting documentation received and the status thereof. Privacy ~~PrinciplesWe~~ -- **Principles We** are committed to maintaining the privacy of our stockholders and to safeguarding their non- public personal information. The following information is provided to help investors understand what personal information we collect, how we protect that information and why, in certain cases, we may share information with

select other parties. Pursuant to our privacy policy, we will not disclose any non- public personal information concerning any of our stockholders who are individuals unless the disclosure meets certain permitted exceptions under Regulation S- P under the Gramm — Leach Bliley Act, as amended. We generally will not use or disclose any stockholder information for any purpose other than as required by law. We may collect non- public information about investors from our Subscription Agreements or other forms, such as name, address, account number and the types and amounts of investments, and information about transactions with us or our affiliates, such as participation in other investment programs, ownership of certain types of accounts or other account data and activity. We may disclose the information that we collect from our stockholders or former stockholders, as described above, only to our affiliates and service providers and only as allowed by applicable law or regulation. Any party that receives this information will use it only for the services required by us and as allowed by applicable law or regulation, and is not permitted to share or use this information for any other purpose. To protect the non- public personal information of individuals, we permit access only by authorized personnel who need access to that information to provide services to us and our stockholders. In order to guard our stockholders' non- public personal information, we maintain physical, electronic and procedural safeguards that are designed to comply with applicable law. Non- public personal information that we collect about our stockholders will generally be stored on secured servers. An individual stockholder' s right to privacy extends to all forms of contact with us, including telephone, written correspondence and electronic media, such as the Internet. Pursuant to our privacy policy, we will provide a clear and conspicuous notice to each investor that details our privacy policies and procedures at the time of the investor' s subscription. Information ~~AvailableOur~~--- **Available Our** address is 200 Clarendon Street, 37th Floor, Boston, MA 02116. Our phone number is (617) 516 ~~--~~**-**2000, and our internet address is www. baincapitalbdc. com. We make available, free of charge, on our website our proxy statement, annual report on Form 10 ~~--~~**-**K, quarterly reports on Form 10 ~~--~~**-**Q, current reports on Form 8 ~~--~~**-**K and amendments to those reports as soon as reasonably practicable after we electronically file such material with, or furnish it to, the U. S. Securities and Exchange Commission, or SEC. Information contained on our website is not incorporated by reference into this annual report on Form 10 ~~--~~**-**K and you should not consider information contained on our website to be part of this annual report on Form 10 ~~--~~**-**K or any other report we file with the SEC. The SEC also maintains a website that contains reports, proxy and information statements and other information we file with the SEC at www. sec. gov. **The** ~~Certain U. S. Federal Income Tax ConsequencesThe~~ following discussion is a general summary of the material U. S. federal income tax considerations applicable to us and to an investment in shares of our common stock. This summary does not purport to be a complete description of the income tax considerations applicable to such an investment. For example, we have not described certain considerations that may be relevant to certain types of holders subject to special treatment under U. S. federal income tax laws, including stockholders subject to the alternative minimum tax, tax- exempt organizations, insurance companies, dealers in securities, traders in securities that elect to mark- to-market their securities holdings, pass- through entities (including S- corporations) **,** pension plans and trusts, financial institutions, real estate investment trusts (" REITs "), RICs, persons that have a functional currency (as defined in Section 985 of the Code) other than the U. S. dollar and financial institutions. This summary assumes that investors hold shares of our common stock as capital assets (within the meaning of Section 1221 of the Code). The discussion is based upon the Code, Treasury regulations, and administrative and judicial interpretations, each as of the date of the filing of this prospectus and all of which are subject to change, possibly retroactively, which ~~34could~~-- **could** affect the continuing validity of this discussion. We have not sought and will not seek any ruling from the Internal Revenue Service (the " IRS "), regarding any offering of our securities. This summary does not discuss any aspects of U. S. estate or gift tax or foreign, state or local tax. It does not discuss the special treatment under U. S. federal income tax laws that could result if we were to invest in tax- exempt securities or certain other investment assets. For purposes of this discussion, a " U. S. stockholder " is a beneficial owner of shares of our common stock that is, for U. S. federal income tax purposes: ~~●~~**•** an individual who is a citizen or resident of the United States; ~~●~~**•** a corporation, or other entity treated as a corporation for U. S. federal income tax purposes, created or organized in or under the laws of the United States or any state thereof, including, for this purpose, the District of Columbia; ~~●~~**•** a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more " United States persons " (as defined in the Code) have the authority to control all substantive decisions of the trust, or (ii) the trust has in effect a valid election to be treated as a domestic trust for U. S. federal income tax purposes; or ~~●~~**•** an estate, the income of which is subject to U. S. federal income taxation regardless of its source. For purposes of this discussion, a " Non- U. S. stockholder " is a beneficial owner of shares of our common stock that is not a U. S. stockholder or a partnership (or an entity or arrangement treated as a partnership) for U. S. federal income tax purposes. If a partnership (including an entity treated as a partnership for U. S. federal income tax purposes) holds shares of our common stock, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. A prospective investor that is a partner in a partnership that will hold shares of our common stock should consult its tax advisors with respect to the purchase, ownership and disposition of shares of our common stock. Tax matters are very complicated and the tax consequences to each stockholder of the ownership and disposition of shares of our common stock will depend on the facts of his, her or its particular situation. You should consult your own tax adviser regarding the specific tax consequences of the ownership and disposition of shares of our common stock to you, including tax reporting requirements, the applicability of U. S. federal, state and local tax laws and non- U. S. tax laws, eligibility for the benefits of any applicable income tax treaty and the effect of any possible changes in the tax laws. **We** ~~Election to be Subject to be Taxed as a RICWe~~ have elected to be treated as a RIC under Subchapter M of the Code, beginning with our taxable year ended December 31, 2016. As a RIC, we generally will not have to pay corporate- level U. S. federal income taxes on any net ordinary income or capital gains that we timely distribute to our stockholders as dividends. To qualify as a RIC, we must, among other things, meet certain source- of- income and asset diversification requirements (as described below). In addition, we must distribute to our stockholders, for each taxable year, dividends of an amount at least equal to 90 % of our " investment company taxable income, " which is generally our net

ordinary income plus the excess of realized net short- term capital gains over realized net long- term capital losses and determined without regard to any deduction for dividends paid (the " Annual Distribution Requirement "). Although not required for us to maintain our RIC tax status, in order to preclude the imposition of a 4 % nondeductible federal excise tax imposed on RICs, we must distribute to our stockholders in respect of each calendar year dividends of an amount at least equal to the sum of (1) 98 % of our net ordinary income (taking into account certain deferrals and elections) for the calendar year, (2) 98. 2 % of the excess (if any) of our realized capital gains over our realized capital losses, or capital gain net income (adjusted for certain ordinary losses), generally for the one- year period ending on October 31 of the calendar year and (3) the sum of any net ordinary income plus capital gains net income for preceding years that were not distributed during such years and on which we paid no federal income tax (the " Excise Tax Avoidance Requirement "). If we qualify as a RIC and satisfy the Annual Distribution Requirement, then we will not be subject to U. S. federal income tax on the portion of our investment company taxable income and net capital gain (generally, net long- term capital gain in excess of net short- term capital loss) that we timely distribute (or are deemed to timely distribute) as dividends to our stockholders. We will be subject to U. S. federal income tax at the regular corporate rates on any income or capital gain not distributed (or deemed distributed) to our stockholders. In order to qualify as a RIC for U. S. federal income tax purposes, we must, among other things: ~~•~~ • qualify and have in effect an election to be treated as a BDC under the 1940 Act at all times during each taxable year; • ~~35 •~~ derive in each taxable year at least 90 % of our gross income from dividends, interest, payments with respect to loans of certain securities, gains from the sale of stock or other securities, net income derived from an interest in a " qualified publicly traded partnership " (as defined in the Code), or other income derived with respect to our business of investing in such stock or securities (the " 90 % Income Test "); and ~~•~~ • diversify our holdings so that at the end of each quarter of the taxable year (i) at least 50 % of the value of our assets consists of cash, cash equivalents, U. S. government securities, securities of other RICs, and other securities if such other securities of any one issuer do not represent more than 5 % of the value of our assets or more than 10 % of the outstanding voting securities of the issuer; and (ii) no more than 25 % of the value of our assets is invested in the securities, other than U. S. government securities or securities of other RICs, of one issuer or of two or more issuers that are controlled, as determined under applicable tax rules, by us and that are engaged in the same or similar or related trades or businesses or in the securities of one or more qualified publicly traded partnerships (collectively, the " Diversification Tests "). We may invest in partnerships, including qualified publicly traded partnerships, which may result in our being subject to state, local or foreign income, franchise or other tax liabilities. For the purpose of determining whether the Company satisfies the 90 % Income Test and the Diversification Tests described above, the character of our distributive share of items of income, gain, losses, deductions and credits derived through any investments in companies that are treated as partnerships for U. S. federal income tax purposes (other than certain publicly traded partnerships), or are otherwise treated as disregarded from us for U. S. federal income tax purposes, generally will be determined as if we realized these tax items directly. Further, for purposes of calculating the value of our investment in the securities of an issuer for purposes of determining the 25 % requirement described above, the Company' s proper proportion of any investment in the securities of that issuer that are held by a member of our " controlled group " must be aggregated with our investment in that issuer. A controlled group is one or more chains of corporations connected through stock ownership with us if (a) at least 20 % of the total combined voting power of all classes of voting stock of each of the corporations is owned directly by one or more of the other corporations, and (b) we directly own at least 20 % or more of the combined voting stock of at least one of the other corporations. In addition, as a RIC we are subject to ordinary income and capital gain distribution requirements under U. S. federal excise tax rules for each calendar year. If we do not meet the required distributions, we will be subject to a 4 % nondeductible federal excise tax on the undistributed amount. The failure to meet U. S. federal excise tax distribution requirements will not cause us to lose our RIC status. Although we currently intend to make sufficient distributions each taxable year to satisfy the U. S. federal excise tax requirements, under certain circumstances, we may choose to retain taxable income or capital gains in excess of current year distributions into the next tax year in an amount less than what would trigger payments of federal income tax under Subchapter M of the Code. We may then be required to pay a 4 % excise tax on such income or capital gains. A RIC is limited in its ability to deduct expenses in excess of its investment company taxable income. If our deductible expenses in a given taxable year exceed our investment company taxable income, we may incur a net operating loss for that taxable year. However, a RIC is not permitted to carry forward net operating losses to subsequent taxable years and such net operating losses do not pass through to its stockholders. In addition, deductible expenses can be used only to offset investment company taxable income, not net capital gain. A RIC may not use any net capital losses (that is, the excess of realized capital losses over realized capital gains) to offset its investment company taxable income, but may carry forward such net capital losses, and use them to offset future capital gains, indefinitely. Any underwriting fees paid to us are not deductible. Due to these limits on deductibility of expenses and net capital losses, we may for tax purposes have aggregate taxable income for several taxable years that we are required to distribute and that is taxable to our stockholders even if such taxable income is greater than the net income we actually earn during those taxable years. We may be required to recognize taxable income in circumstances in which we do not receive cash. For example, if we hold debt obligations that are treated under applicable tax rules as having OID (such as debt instruments with PIK interest or, in certain cases, with increasing interest rates or issued with warrants), we must include in income each year a portion of the OID that accrues over the life of the obligation, regardless of whether cash representing such income is received by us in the same taxable year. Because any OID accrued will be included in our investment company taxable income for the taxable year of accrual, we may be required to make a distribution to our stockholders in order to satisfy the Annual Distribution Requirement or the Excise Tax Avoidance Requirement, even though we will not have received any corresponding cash amount. Furthermore, a portfolio company in which we hold equity or debt instruments may face financial difficulty that requires us to work out, modify, or otherwise restructure such equity or debt instruments. Any such restructuring could, depending upon the terms of the restructuring, cause us to incur unusable or nondeductible losses or recognize future non- cash taxable income. ~~36Certain~~ -- **Certain** of our investment practices may be

subject to special and complex U. S. federal income tax provisions that may, among other things, produce income that will not be qualifying income for purposes of the 90 % Income Test. We intend to monitor our transactions and may make certain tax elections that are intended to maintain our status as a RIC and avoid a fund- level tax. Gain or loss realized by us from warrants acquired by us as well as any loss attributable to the lapse of such warrants generally will be treated as capital gain or loss. Such gain or loss generally will be long term or short term, depending on how long we held a particular warrant. Although we do not presently expect to do so, we are authorized to borrow funds and to sell assets in order to satisfy distribution requirements. However, under the 1940 Act, we are not permitted to make distributions to our stockholders while our debt obligations and other senior securities are outstanding unless certain " asset coverage " tests are met. Moreover, our ability to dispose of assets to meet our distribution requirements may be limited by (1) the illiquid nature of our portfolio and / or (2) other requirements relating to our qualification as a RIC, including the Diversification Tests. If we dispose of assets in order to meet the Annual Distribution Requirement or the Excise Tax Avoidance Requirement, we may make such dispositions at times that, from an investment standpoint, are not advantageous. Some of the income and fees that we may recognize, such as fees for providing managerial assistance, certain fees earned with respect to our investments, income recognized in a work- out or restructuring of a portfolio investment, or income recognized from an equity investment in an operating partnership, will not satisfy the 90 % Income Test. In order to manage the risk that such income and fees might disqualify us as a RIC for a failure to satisfy the 90 % Income Test, we may be required to recognize such income and fees indirectly through one or more entities treated as corporations for U. S. federal income tax purposes. Such corporations will be required to pay U. S. corporate income tax on their earnings, which ultimately will reduce our return on such income and fees. Failure to Qualify as a ~~RICIf~~ -- **RIC If** we were unable to qualify for treatment as a RIC and are unable to cure the failure, for example, by disposing of certain investments quickly or raising additional capital to prevent the loss of RIC status, we would be subject to tax on all of our taxable income at regular corporate rates (and any applicable U. S. state and local taxes). The Code provides some relief from RIC disqualification due to failures to comply with the 90 % Income Test and the Diversification Tests, although there may be additional taxes due in such cases. We cannot assure you that we would qualify for any such relief should we fail the 90 % Income Test or the Diversification Tests. Should failure occur, not only would all our taxable income be subject to tax at regular corporate rates (as well as any applicable U. S. state and local taxes), we would not be able to deduct dividend distributions to stockholders, nor would they be required to be made. Distributions, including distributions of net long- term capital gain, would generally be taxable to our stockholders as ordinary dividend income to the extent of our current and accumulated earnings and profits. Subject to certain limitations under the Code, certain corporate stockholders would be eligible to claim a dividends received deduction with respect to such dividends and non- corporate stockholders would generally be able to treat such dividends as " qualified dividend income, " which is subject to reduced rates of U. S. federal income tax. Distributions in excess of our current and accumulated earnings and profits would be treated first as a return of capital to the extent of the stockholder' s tax basis, and any remaining distributions would be treated as a capital gain. If we fail to qualify as a RIC, we may be subject to regular corporate tax on any net built- in gains with respect to certain of our assets (i. e., the excess of the aggregate gains, including items of income, over aggregate losses that would have been realized with respect to such assets if we had been liquidated) that we elect to recognize on requalification or when recognized over the next five taxable years. **Investing** ~~37Item 1A. Risk FactorsInvesting~~ in our common stock involves a number of significant risks. The investor should be aware of various risks, including those described below. The investor should carefully consider these risk factors, together with all of the other information included in this Annual Report. The risks set out below are not the only risks we face. Additional risks and uncertainties not presently known to us or not presently deemed material by us may also impair our operations and performance. If any of the following events occur, our business, financial condition, results of operations and cash flows could be materially and adversely affected. In such case, the net asset value of our common stock could decline, and an investor may lose all or part of his or her investment. ~~Risks Relating to Our Business and Structure~~ We may be unable to meet our investment objectives or investment strategy. Investing in us is intended for long- term investors who can accept the risks associated with investing primarily in potentially illiquid, privately negotiated (i) senior first lien, stretch senior (as further described hereinafter), senior second lien and unitranche loans, (ii) mezzanine debt and other junior investments and (iii) secondary purchases of assets or portfolios that primarily consist of middle market corporate debt. We may also invest, from time to time, in equity securities, distressed debt, debtor- in- possession loans, structured products, structurally subordinate loans, investments with deferred interest features, zero- coupon securities and defaulted securities. There can be no assurance that we will achieve our investment or performance objectives, including our targeted returns. Accordingly, the possibility of partial or total loss of our capital exists ~~. We are dependent upon key personnel of Bain Capital Credit and our Advisor~~ . Our ability to achieve our investment objectives will depend on our ability to manage our business and to grow our investments and earnings. This will depend, in turn, on the financial and managerial expertise of our Advisor, including with resources utilized from Bain Capital Credit. Although we have attempted to foster a team approach to investing, the loss of key individuals employed by Bain Capital Credit or our Advisor could have a material adverse effect on our financial condition, performance and ability to achieve our investment objectives. If these individuals do not maintain their employment or other existing relationships with Bain Capital Credit or our Advisor and do not develop new relationships with other sources of investment opportunities available to us, we may not be able to grow our investment portfolio. Bain Capital Credit' s and our Advisor' s investment professionals have substantial responsibilities in connection with the management of other Bain Capital Credit Clients. The personnel of Bain Capital Credit may be called upon to provide managerial assistance to our portfolio companies. These demands on their time, which may increase as the number of investments grow, may distract them or slow our rate of investment. The employees of our Advisor and other Bain Capital Credit investment professionals expect to devote such time and attention to the conduct of our business as such business shall reasonably require. However, there can be no assurance, for example, that the members of our Advisor or such investment professionals will devote any minimum number of hours each week to our affairs or that they will

continue to be employed by Bain Capital Credit. Subject to certain remedies, in the event that certain employees of our Advisor cease to be actively involved with us, we will be required to rely on the ability of Bain Capital Credit to identify and retain other investment professionals to conduct our business. The Board intends to evaluate the commitment and performance of our Advisor in conjunction with the annual approval of the Amended Advisory Agreement and Administration Agreement. Under the Resource Sharing Agreement, Bain Capital Credit has agreed to provide our Advisor with experienced investment professionals necessary to fulfill its obligations under the Amended Advisory Agreement. The Resource Sharing Agreement, however, may be terminated by either party on 60 days' notice. We cannot assure stockholders that Bain Capital Credit will fulfill its obligations under the Resource Sharing Agreement. We also cannot assure stockholders that our Advisor will enforce the Resource Sharing Agreement if Bain Capital Credit fails to perform, that such agreement will not be terminated by either party or that we will continue to have access to the investment professionals of Bain Capital Credit and its affiliates or their information and deal flow. Further, we depend upon Bain Capital Credit and our Advisor to maintain their relationships with private equity sponsors, placement agents, investment banks, management groups and other financial institutions, and we expect to rely to a significant extent upon these relationships to provide us with potential investment opportunities. If they fail to maintain such relationships, or to develop new relationships with other sources of investment opportunities, we will not be able to grow our investment portfolio. In addition, ~~38individuals~~ -- **individuals** with whom the senior professionals of Bain Capital Credit and our Advisor have relationships are not obligated to provide us with investment opportunities, and we cannot assure you that these relationships will generate investment opportunities for us in the future. We may not replicate the historical results achieved by Bain Capital Credit, or by our Advisor or its affiliates. Our primary focus in making investments may differ from those of existing Bain Capital Credit Funds and Related Funds. Past performance should not be relied upon as an indication of future results. There can be no guarantee that we will replicate our own historical performance, the historical success of Bain Capital Credit or the historical performance of Bain Capital Credit Funds and / or Related Funds, and we caution stockholders that our investment returns could be substantially lower than the returns achieved by them in prior periods. We cannot assure you that we will be profitable in the future or that our Advisor will be able to continue to implement our investment objectives with the same degree of success as it has had in the past. Additionally, all or a portion of the prior results may have been achieved in particular market conditions that may never be repeated. Moreover, current or future market volatility and regulatory uncertainty may have an adverse impact on our future performance. The due diligence process that our Advisor undertakes in connection with our investments may not reveal all the facts that may be relevant in connection with an investment. Our Advisor' s due diligence may not reveal all of a company' s liabilities and may not reveal other weaknesses in its business. There can be no assurance that our due diligence process will uncover all relevant facts that would be material to an investment decision. Before making an investment in, or a loan to, a company, our Advisor will assess the strength and skills of the company' s management team and other factors that it believes are material to the performance of the investment. In making the assessment and otherwise conducting customary due diligence, our Advisor will rely on the resources available to it and, in some cases, an investigation by third parties. This process is particularly important and highly subjective with respect to newly organized entities because there may be little or no information publicly available about the entities. We may make investments in, or loans to, companies, including middle market companies, which are not subject to public company reporting requirements, including requirements regarding preparation of financial statements, and will, therefore, depend upon the compliance by investment companies with their contractual reporting obligations and the ability of our Advisor' s investment professionals to obtain adequate information to evaluate the potential returns from investing in these companies. If we are unable to uncover all material information about these companies, we may not make a fully informed investment decision, and we may lose money on our investments. As a result, the evaluation of potential investments and the ability to perform due diligence on and effective monitoring of investments may be impeded, and we may not realize the returns which we expect on any particular investment. In the event of fraud by any company in which we invest or with respect to which we make a loan, we may suffer a partial or total loss of the amounts invested in that company. Adverse developments in the credit markets may impair our ability to enter into new debt financing arrangements. During the economic downturn in the United States that began in mid- 2007, many commercial banks and other financial institutions stopped lending or significantly curtailed their lending activity. In addition, in an effort to stem losses and reduce their exposure to segments of the economy deemed to be high risk, some financial institutions limited refinancing and loan modification transactions and reviewed the terms of existing facilities to identify bases for accelerating the maturity of existing lending facilities. If these conditions recur, it may be difficult for us to enter into a new credit or other borrowing facility, obtain other financing to finance the growth of our investments, or refinance any outstanding indebtedness on acceptable economic terms, or at all. Our executive officers and directors, our Advisor, Bain Capital Credit and their affiliates, officers, directors and employees may face certain conflicts of interest. The executive officers and directors and other employees of Bain Capital Credit and our Advisor, including our portfolio managers, are, or may be, investors in, or serve, or may serve, as officers, directors, members, or principals of, entities that operate in the same or a related line of business as we do, or of Bain Capital Credit Clients. Similarly, Bain Capital Credit and Affiliated Advisors may have other clients with similar, different or competing investment objectives. Accordingly, the members of the professional staff of Bain Capital Credit and our Advisor will have demands on their time for the investment, monitoring and other functions of other funds advised by Bain Capital Credit. ~~39In~~ **In** serving in these multiple capacities, they may have obligations to other clients or investors in those entities, the fulfillment of which may not be in the best interests of, or may be adverse to the interests of, us or our stockholders. Although the professional staff of Bain Capital Credit will devote as much time to our management as appropriate to enable our Advisor to perform its duties in accordance with the Amended Advisory Agreement, Bain Capital Credit has, and will continue to have management responsibilities for Bain Capital Credit Clients. There is a potential that we will compete with these Bain Capital Credit Clients, for capital and investment opportunities. As a result, Bain Capital Credit and our portfolio managers will face conflicts in the allocation of investment opportunities among us and the Bain Capital Credit Clients and may make certain

investments that are appropriate for us but for which we receive a relatively small allocation of such investment or no allocation at all. Bain Capital Credit intends to allocate investment opportunities among eligible Bain Capital Credit Clients in a manner that is fair and equitable over time and consistent with its allocation policy. However, we can offer no assurance that such opportunities will be allocated to us fairly or equitably in the short- term or over time, and we may not be given the opportunity to participate in investments made by investment funds managed by our Advisor or an investment manager affiliated with our Advisor, including Bain Capital Credit. If our Advisor recommends a particular level of investment for us, and the aggregate amount recommended by our Advisor for us and for other participating Bain Capital Credit Clients exceeds the amount of the investment opportunity, subject to applicable law, investments made pursuant to exemptive relief will generally be allocated among the participants pro rata based on capital available for investment in the asset class being allocated and the respective governing documents of such Bain Capital Credit Clients. We expect that available capital for our investments will be determined based on the amount of cash on- hand, existing commitments and reserves, if any, the targeted leverage level, targeted asset mix and diversification requirements and other investment policies and restrictions set by the Board or as imposed by applicable laws, rules, regulations or interpretations. In instances when investments are not made pursuant to exemptive relief, allocations among us and other Bain Capital Credit Clients, subject to applicable law and regulation, will be done in accordance with our Advisor' s trade allocation practice, which is generally pro rata based on order size. There can be no assurance that we will be able to participate in all investment opportunities that are suitable for us. Further, to the extent permitted by applicable law, we and our affiliates may own investments at different levels of a portfolio company' s capital structure or otherwise own different classes of a portfolio company' s securities, which may give rise to conflicts of interest or perceived conflicts of interest. Conflicts may also arise because decisions regarding our portfolio may benefit our affiliates. Our affiliates may pursue or enforce rights with respect to one of our portfolio companies, and those activities may have an adverse effect on us. Bain Capital Credit' s Credit Committee, our Advisor or its affiliates may, from time to time, possess material non- public information, limiting our investment discretion. The executive officers and directors, principals and other employees of Bain Capital Credit and our Advisor may serve as directors of, or in a similar capacity with, portfolio companies in which we invest, the securities of which are purchased or sold on our behalf, and may come into possession of material non- public information with respect to issuers in which we may be considering making an investment. In the event that material non- public information is obtained with respect to such companies, or we become subject to trading restrictions under the internal trading policies of those companies, the policies of Bain Capital, or as a result of applicable law or regulations, we could be prohibited for a period of time or indefinitely from purchasing or selling the securities of such companies, or we may be precluded from providing such information or other ideas to other funds affiliated with Bain Capital that may benefit from such information, and this prohibition may have an adverse effect on us. Our management and incentive fee structure as well as our lending relationship with our Advisor may create incentives for our Advisor that are not fully aligned with the interests of our stockholders and may induce our Advisor to make speculative investments. In the course of our investing activities, we will pay management and incentive fees to our Advisor. We have entered into an Amended Advisory Agreement with our Advisor that provides that these fees will be based on the value of our gross assets (which includes assets purchased with borrowed amounts or other forms of leverage but excludes cash and cash equivalents), instead of our net assets (defined as total assets less indebtedness and before taking into account any incentive fees payable). As a result, investors in our common stock will invest on a " gross " basis and receive distributions on a " net " basis after expenses, including the costs of leverage, resulting in a lower rate of return than one might achieve if distributions were made on a gross basis. Because our management fees are based on the value of our gross assets, the incurrence of debt or the use of leverage will increase the management fees due to our Advisor. As such, our Advisor may have an incentive to use leverage to make additional investments. In addition, as additional leverage would magnify positive returns, if any, on our portfolio, our incentive fee would become payable to our Advisor (i. e., exceed the Hurdle ~~40Amount~~ -- **Amount** ) at a lower average return on our portfolio. Thus, if we incur additional leverage, our Advisor may receive additional incentive fees without any corresponding increase (and potentially with a decrease) in our net performance. Additionally, under the incentive fee structure, our Advisor may benefit when capital gains are recognized and, because our Advisor will determine when to sell a holding, our Advisor will control the timing of the recognition of such capital gains. As a result of these arrangements, there may be times when the management team of our Advisor has interests that differ from those of our stockholders, giving rise to a conflict. Furthermore, there is a risk our Advisor will make more speculative investments in an effort to receive this payment. Payment- in- kind (" PIK ") interest and original issue discount (" OID ") would increase our pre- incentive fee net investment income by increasing the size of the loan balance of underlying loans and increasing our assets under management (" AUM ") and makes it easier for our Advisor to surpass the Hurdle Amount and increase the amount of incentive fees payable to our Advisor. In addition, under the incentive fee structure, our Advisor may benefit when capital gains are recognized and, because our Advisor will determine when to sell a holding, our Advisor will control the timing of the recognition of such capital gains. As a result of these arrangements, there may be times when our Advisor has interests that differ from those of our stockholders, giving rise to a conflict. As a result, our Advisor may have an incentive to invest more in companies whose securities are likely to yield capital gains, as compared to income producing securities. Such a practice could result in our investing in more speculative securities than would otherwise be the case, which could result in higher investment losses, particularly during cyclical economic downturns. PIK interest and OID would increase our pre- incentive fee net investment income by increasing the size of the loan balance of underlying loans and increasing our AUM and makes it easier for our Advisor to surpass the Hurdle Amount and increase the amount of incentive fees payable to our Advisor. Our Advisor may thus have an incentive to invest in deferred interest securities in circumstances where it would not have done so but for the opportunity to continue to earn the incentive fee even when the issuers of the deferred interest securities would not be able to make actual cash payments to us on such securities. Under these investments, we accrue the interest over the life of the investment but do not receive the cash income from the investment until the end of the term. Our net

investment income used to calculate the income portion of our incentive fee, however, includes accrued interest. Thus, a portion of this incentive fee is based on income that we have not yet received in cash. This risk could be increased because our Advisor is not obligated to reimburse us for any incentive fees received even if we subsequently incur losses or never receive in cash the accrued income (including accrued income with respect to OID, PIK interest and zero coupon securities). The Board is charged with protecting our interests by monitoring how our Advisor addresses these and other conflicts of interests associated with its services and compensation. While they will not review or approve each investment decision or incurrence of leverage, our Independent Directors will periodically review our Advisor' s services and fees as well as its portfolio management decisions and portfolio performance. In connection with these reviews, our Independent Directors will consider whether our fees and expenses (including those related to leverage) remain appropriate. We may invest, to the extent permitted by law, in the securities and instruments of other investment companies, including private funds, and, to the extent we so invest, bear our ratable share of any such investment company' s expenses, including management and performance fees. We also remain obligated to pay management and incentive fees to our Advisor with respect to the assets invested in the securities and instruments of other investment companies. With respect to each of these investments, each of our stockholders bears his or her share of the management and incentive fees of our Advisor as well as indirectly bearing the management and performance fees and other expenses of any investment companies in which we invest. Conflicts created by valuation process for certain portfolio holdings. We expect to make many of our portfolio investments in the form of loans and securities that are not publicly traded and for which no market based price quotation is available. As a result, the Board has designated the Advisor as the Valuation Designee pursuant to Rule 2a- 5 under the 1940 Act to determine the fair value of these loans and securities in good faith as described below in " — The majority of our portfolio investments are recorded at fair value as determined in good faith by the Advisor and, as a result, there may be uncertainty as to the value of our portfolio investments. " Each of the interested members of the Board has an indirect pecuniary interest in our Advisor. The participation of our Advisor' s investment professionals in our valuation process, and the pecuniary interest in our Advisor by certain members of the Board, could result in a conflict of interest as our Advisor' s management fee is based, in part, on the value of our gross assets, and our incentive fees will be based, in part, on realized gains and realized and unrealized losses. ~~41Conflicts~~ -- **Conflicts** may arise related to other arrangements with Bain Capital Credit and our Advisor' s other affiliates. We have entered into an Administration Agreement with our Administrator pursuant to which we are required to pay to our Administrator our allocable portion of overhead and other expenses incurred by our Administrator in performing its obligations under such Administration Agreement, such as rent and our allocable portion of the cost of our chief financial officer and chief compliance officer and their respective staffs. In addition, our Advisor has entered into a Resource Sharing Agreement with Bain Capital Credit pursuant to which Bain Capital Credit provides our Advisor with the resources necessary to fulfill its obligations under the Amended Advisory Agreement. These agreements create conflicts of interest that the Independent Directors will monitor. Our Advisor has limited liability and is entitled to indemnification under the Amended Advisory Agreement. Under the Amended Advisory Agreement, our Advisor has not assumed any responsibility to us other than to render the services called for under that agreement. Our Advisor is not responsible for any action of the Board in following or declining to follow our Advisor' s advice or recommendations. Under the Amended Advisory Agreement, our Advisor, its officers, managers, partners, agents, employees, controlling persons, members and any other person or entity affiliated with our Advisor, including without limitation our Administrator, will not be liable to us for any actions taken or omitted to be taken by our Advisor in connection with the performance of any of its duties or obligations under the Amended Advisory Agreement or otherwise as an investment adviser of us, except to the extent specified in Section 36 (b) of the 1940 Act concerning loss resulting from a breach of fiduciary duty (as the same is finally determined by judicial proceedings) with respect to the receipt of compensation for services. In addition, as part of the Amended Advisory Agreement, we have agreed to indemnify our Advisor and each of its officers, managers, partners, agents, employees, controlling persons, members and any other person or entity affiliated with our Advisor, and hold them harmless from and against all damages, liabilities, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid in settlement) incurred by such party in or by reason of any pending, threatened or completed action, suit, investigation or other proceeding (including an action or suit by or in the right of us or our security holders) arising out of or otherwise based upon the performance of any of our Advisor' s duties or obligations under the Amended Advisory Agreement or otherwise as an investment adviser of us, except in respect of any liability to us or our security holders to which such party would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of our Advisor' s duties or by reason of the reckless disregard of our Advisor' s duties and obligations under the Amended Advisory Agreement. These protections may lead our Advisor to act in a riskier manner when acting on our behalf than it would when acting for its own account. ~~We operate in an increasingly competitive market for investment opportunities, which could reduce returns and result in losses.~~ The business of investing in assets meeting our investment objectives is highly competitive. Competition for investment opportunities includes a growing number of nontraditional participants, such as hedge funds, senior private debt funds, including BDCs, and other private investors, as well as more traditional lending institutions and competitors. Some of these competitors may have more experience than us and considerably greater resources than us and access to greater amounts of capital and to capital that may be committed for longer periods of time or may have different return thresholds than ours, and thus these competitors may have advantages not shared by us. In addition, some of our competitors may have higher risk tolerances or different risk assessments, which could allow them to consider a wider variety of investments and establish more relationships than us. Furthermore, many of our competitors are not subject to the regulatory restrictions that the 1940 Act imposes on us as a BDC or the requirements we must satisfy to maintain our RIC qualification. Increased competition for, or a diminishment in the available supply of, investments suitable for us could result in lower returns on such investments and have a material adverse effect on our business, financial condition and results of operations. As a result of this competition, we may not be able to take advantage of attractive investment opportunities from time to time, and we can offer no assurance that we will be able to identify and make investments

that are consistent with our investment objectives. Moreover, the identification of attractive investment opportunities is difficult and involves a high degree of uncertainty. We may incur significant expenses in connection with identifying investment opportunities and investigating other potential investments that are ultimately not consummated, including expenses relating to due diligence, transportation, legal expenses and the fees of other third party advisors. With respect to the investments we make, we will not seek to compete based primarily on the interest rates we will offer, and we believe that some of our competitors may make loans with interest rates that will be lower than the rates we offer. In the secondary market for acquiring existing loans, we expect to compete generally on the basis of pricing terms. With respect to all investments, we may lose some investment opportunities if we do not match our competitors' pricing, terms and structure. However, if we match our ~~42competitors~~ -- **competitors** ' pricing, terms and structure, we may experience decreased net interest income, lower yields and increased risk of credit loss. We may also compete for investment opportunities with Bain Capital Credit Funds and Related Funds. See " — Our executive officers and directors, our Advisor, Bain Capital Credit and their affiliates, officers, directors and employees may face certain conflicts of interest. " We may need to raise additional capital. We intend to access the capital markets periodically to issue debt or equity securities or borrow from financial institutions in order to obtain additional capital to fund new investments and grow our portfolio of investments. Unfavorable economic conditions could increase our funding costs, limit our access to the capital markets or result in a decision by lenders not to extend credit to us. A reduction in the availability of new capital could limit our ability to grow. In addition, we are required to distribute in respect of each taxable year dividends for U. S. federal income tax purposes of an amount generally at least equal to 90 % of the sum of our net ordinary income and net short-term capital gains in excess of net long- term capital losses, if any, for such taxable year to our stockholders to maintain our ability to be eligible for treatment as a RIC. Amounts so distributed will not be available to fund new investments or repay maturing debt. An inability on our part to access the capital markets successfully could limit our ability to grow our business and execute our business strategy fully and could decrease our earnings, if any, which would have an adverse effect on the value of our securities. Further, we may pursue growth through acquisitions or strategic investments in new businesses. Completion and timing of any such acquisitions or strategic investments may be subject to a number of contingencies and risks. There can be no assurance that the integration of an acquired business will be successful or that an acquired business will prove to be profitable or sustainable. Our business could be adversely affected in the event we default under our debt agreements or any future credit or other borrowing agreements. In the event we default on our debt agreements or any future credit or other borrowing facility or if we receive margin calls or are otherwise required to post additional collateral (which may occur as a consequence of increased volatility and uncertainty in global markets ~~, including that related to the economic impact of the COVID- 19 outbreak~~ ), our business could be adversely affected as we may be forced to sell a portion of our investments quickly and prematurely at what may be disadvantageous prices to us in order to meet our outstanding payment obligations and / or support working capital requirements under such credit facility or such future credit or other borrowing facility, any of which would have a material adverse effect on our business, ability to pay dividends, financial condition, results of operations and cash flows. If we were unable to obtain a waiver of a default from the lenders or holders of that indebtedness, as applicable, those lenders or holders could accelerate repayment under that indebtedness, which may result in cross- acceleration of other indebtedness. An acceleration could have a material adverse impact on our business, financial condition and results of operations. In addition, following any such default, the agent for the lenders under the relevant credit facility or such future credit or other borrowing facility could assume control of the disposition of any or all of our assets, including the selection of such assets to be disposed and the timing of such disposition, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. Lastly, as a result of any such default, we may be unable to obtain additional leverage, which could, in turn, affect our return on capital. ~~Our strategy involves a high degree of leverage. We intend to continue to finance our investments with borrowed money, which will magnify the potential for gain or loss on amounts invested and may increase the risk of investing in us. The risks of investment in a highly leverage fund include volatility and possible distribution restrictions.~~ The use of leverage magnifies the potential for gain or loss on amounts invested. The use of leverage is generally considered a speculative investment technique and increases the risks associated with investing in our securities. However, we currently borrow from, and may in the future issue debt securities to, banks, insurance companies and other lenders. Lenders of these funds will have fixed dollar claims on our assets that are superior to the claims of our common stockholders, and we would expect such lenders to seek recovery against our assets in the event of a default. We may pledge up to 100 % of our assets and may grant a security interest in all of our assets under the terms of any debt instruments we may enter into with lenders. In addition, under the terms of our debt agreements and any future credit or other borrowing facility or other debt instrument we may enter into, we are likely to be required to use the net proceeds of any investments that we sell to repay a portion of the amount borrowed under such facility or instrument before applying ~~43such~~ -- **such** net proceeds to any other uses. If the value of our assets decreases, leveraging would cause NAV to decline more sharply than it otherwise would have had we not used leverage, thereby magnifying losses or eliminating our stake in a leveraged investment. Similarly, any decrease in our revenue or income will cause our net income to decline more sharply than it would have had we not borrowed. Such a decline would also negatively affect our ability to make dividend payments on our common stock or preferred stock. Our ability to service any debt will depend largely on our financial performance and will be subject to prevailing economic conditions and competitive pressures. In addition, our common stockholders will bear the burden of any increase in our expenses as a result of our use of leverage, including interest expenses and any increase in the base management fee payable to our Advisor. We cannot assure you that our business will generate sufficient cash flow from operations or that future borrowings will be available to us under our debt agreements or otherwise in an amount sufficient to enable us to repay our indebtedness or to fund our other liquidity needs. We may need to refinance all or a portion of our indebtedness on or before it matures. We cannot assure you that we will be able to refinance any of our indebtedness on commercially reasonable terms or at all. If we cannot service our indebtedness, we may have to take actions such as selling assets or seeking additional equity. We cannot assure you that any

such actions, if necessary, could be affected on commercially reasonable terms or at all, or on terms that would not be disadvantageous to our stockholders or on terms that would not require us to breach the terms and conditions of our existing or future debt agreements. As a BDC, we generally are required to meet a coverage ratio of total assets to total borrowings and other senior securities, which include all of our borrowings and any preferred stock that we may issue in the future, of at least 150 %. If this ratio declines below 150 %, we will not be able to incur additional debt and could be required to sell a portion of our investments to repay some debt when it is otherwise disadvantageous for us to do so. This could have a material adverse effect on our operations, and we may not be able to make distributions. The amount of leverage that we employ will depend on our Advisor' s assessment of market and other factors at the time of any proposed borrowing. We cannot assure stockholders that we will be able to obtain credit at all or on terms acceptable to us. The Small Business Credit Availability Act (the " SBCAA "), which was signed into law in March 2018, modified the applicable section of the 1940 Act and decreases the asset coverage requirements applicable to BDCs from 200 % to 150 % (subject to either stockholder approval or approval of both a majority of the Board and a majority of directors who are not interested persons). On November 28, 2018, the Board approved the reduction of the Company' s asset coverage requirements in Section 61 (a) (2) of the 1940 Act to 150 % and recommended the stockholders to vote in favor of the proposal at the special stockholder meeting on February 1, 2019. On February 1, 2019, the Company' s stockholders approved the application of the reduced asset coverage. Effective February 2, 2019, the Company is permitted to borrow amounts such that its asset coverage ratio, as defined in the 1940 Act, is at least 150 % after such borrowing (if certain requirements are met), rather than 200 %, as previously required. The following table illustrates the effect of leverage on returns from an investment in our common stock assuming that we employ (i) our actual asset coverage ratio as of December 31, ~~2022~~ **2023** and (ii) a hypothetical asset coverage ratio of 150 %, each at various annual returns on our portfolio as of December 31, ~~2022~~ **2023** , net of expenses. The calculations in the table below are hypothetical, and actual returns may be higher or lower than those appearing in the table below. Assumed Return on our Portfolio (Net of Expenses) (10. 00 %) (5. 00 %) 0. 00 % 5. 00 % 10. 00 % Corresponding return to common stockholder assuming actual asset coverage as of December 31, ~~2022~~ **2023** ( ~~180~~ **190** %) (1) (27. ~~65~~ **55** ) % (16. ~~04~~ **67** ) % ( ~~4~~ **5** . ~~43~~ **79** ) % ~~7~~ **5** . ~~19~~ **08** % ~~18~~ **15** . ~~80~~ **96** % Corresponding return to common stockholder assuming 150 % asset coverage (2) ( ~~37~~ **41** . ~~80~~ **06** ) % ( ~~22~~ **25** . ~~44~~ **74** ) % ( ~~7~~ **10** . ~~08~~ **42** ) % ~~8~~ **4** . ~~28~~ **90** % ~~23~~ **20** . ~~64~~ **22** % ~~(1)~~ Based on (i) $ 2, ~~592~~ **472** . ~~4~~ **3** million in total assets as of December 31, ~~2022~~ **2023** , (ii) $ 1, ~~395~~ **263** . 5 million in outstanding indebtedness as of December 31, ~~2022~~ **2023** , (iii) $ 1, ~~116~~ **136** . ~~4~~ **5** million in net assets as of December 31, ~~2022~~ **2023** , and (iv) an annualized average interest rate on our indebtedness, as of December 31, ~~2022~~ **2023** , excluding fees (such as fees on undrawn amounts and amortization of financing costs), of ~~3.~~ 5 **. 2** %. ~~(2)~~ Based on (i) $ 3, ~~429~~ **481** . ~~7~~ **8** million in total assets on a pro forma basis as of December 31, ~~2022~~ **2023** , after giving effect of a hypothetical asset coverage ratio of 150 %, (ii) $ 2, ~~232~~ **272** . ~~8~~ **9** million in outstanding indebtedness on a pro forma basis as of December 31, ~~2022~~ **2023** after giving effect of a hypothetical asset coverage ratio of 150 %, (iii) $ 1, ~~116~~ **136** . ~~4~~ **5** million in net assets as of December 31, ~~2022~~ **2023** , and (iv) an annualized average interest rate on our indebtedness, as of December 31, ~~2022~~ **2023** , excluding fees (such as fees on undrawn amounts and amortization of financing costs), of ~~3.~~ 5 **. 2** % ~~. 44The~~ -- **The** ~~expected~~ discontinuation of LIBOR could have a significant impact on our business. ~~In July 2017~~ **The London Interbank Offered Rate (" LIBOR ") was a leading floating rate benchmark used in loans** , **notes, derivatives and** ~~the~~ **other** ~~head~~ **instruments or investments. As a result** of **benchmark reforms, publication of most LIBOR settings** ~~the United Kingdom Financial Conduct Authority announced the intention to phase~~ -- **has** ~~out~~ **ceased. Some LIBOR settings continue to be published, but only on a temporary, synthetic and non- representative basis. Regulated entities have generally ceased entering into new LIBOR contracts in connection with regulatory guidance and prohibitions. There remains uncertainty regarding** the **future** use of LIBOR ~~by~~ **and** the ~~end~~ **nature** of **any replacement** ~~2021. At this time, no consensus exists as to what~~ rate **, and any potential effects of the transition away from LIBOR on the Company** or **on certain instruments in which the Company invests are not known. Various financial industry groups and certain regulators have taken actions to establish alternative reference** rates **(e** ~~will become accepted alternatives to LIBOR~~ . **g** ~~In April 2018, the U~~ . **,** ~~S. Federal Reserve began publishing an alternative rate for U. S. dollar LIBOR called the~~ Secured Overnight Financing Rate (" SOFR ") ~~. The Bank of England followed suit in April 2018 by publishing its proposed alternative rate~~ , **which measures** the ~~Sterling~~ **cost of** ~~Overnight~~ **overnight** ~~Index Average (" SONIA "~~ **borrowings through repurchase agreement transactions collateralized with U. S. Treasury securities and is intended to replace U. S. dollar LIBOR with certain adjustments** ). Given the inherent differences between LIBOR ~~,~~ **and rates like** SOFR ~~and SONIA,~~ or any other alternative benchmark ~~rate~~ **rates** that may be established, there are many uncertainties regarding a transition from LIBOR, including, but not limited to, the need to amend all contracts with LIBOR as the referenced rate and how this will impact the cost of variable rate debt and certain derivative financial instruments. In addition, SOFR ~~, SONIA~~ or other ~~replacement~~ **alternative benchmark** rates may fail to gain market acceptance. Any failure of SOFR ~~, SONIA~~ or alternative ~~reference~~ **benchmark** rates to gain market acceptance could adversely affect the return on, value of and market for securities linked to such rates. ~~On November 30~~ **At this time** , ~~2020~~ **it is not possible to predict the effect of any such changes** , **any establishment of alternative benchmark rates or any other reforms to** LIBOR **that may be enacted. The elimination of LIBOR or any other changes or reforms to the determination or supervision of LIBOR could have an adverse impact on the market for or value of any LIBOR- linked securities, loans, and other financial obligations or extensions of credit held by or due to the Company or on the Company** ' s **overall financial condition** ~~administrator, the ICE Benchmark Administration Limited,~~ or **results** ~~the IBA, announced a consultation beginning in early December 2020 on its intention to cease the publication~~ of **operations** ~~the one- week and two-month U~~ . ~~S. dollar~~ **In addition, when** LIBOR ~~settings immediately following~~ **ceases to exist, the Company may need to renegotiate credit agreements extending beyond** the LIBOR **phase out date with portfolio companies** ~~publication on December 31, 2021, and the remaining U. S. dollar LIBOR settings, including one- month LIBOR, immediately following the LIBOR publication on June 30, 2023. On March 5, 2021, the FCA released an announcement confirming~~ that **continue** ~~such~~

~~LIBOR settings would cease~~ to **utilize** ~~be provided by any administrator or no longer be representative as of the dates specified in the IBA proposal, and confirmed that the FCA does not expect any LIBOR settings will become unrepresentative before such dates. The IBA closed the consultation for feedback at the end of January 2021. Concurrent with the IBA' s proposal, the Federal Reserve Board, the Office of the Comptroller of the Currency, and the Federal Deposit Insurance Corporation released a statement that (i) encouraged banks to cease entering into new contracts that use U. S. dollar~~ LIBOR as a ~~reference~~ **factor in determining the interest** rate ~~as soon as practicable and in any event by December 31~~, ~~2021, (ii) indicated that new contracts entered into before December 31, 2021 should either utilize a reference rate other than U. S. dollar LIBOR or have robust fallback language that includes a clearly defined alternative reference rate after U. S. dollar LIBOR' s discontinuation and (iii) explained that extending the publication of certain U. S. dollar LIBOR tenors until June 30, 2023 would allow most legacy U. S. dollar LIBOR contracts to mature before LIBOR experiences disruptions. On March 8, 2021, the Alternative Reference Rates Committee confirmed that~~ in **order** ~~its opinion the March 5, 2021 announcements by the IBA and the FCA on the future cessation and loss of the representativeness of the LIBOR benchmark rates constitutes a " benchmark transition event " with respect to all U. S. dollar LIBOR settings. A " benchmark transition event " may cause, or allow for, certain contracts~~ to replace LIBOR with **the new standard that is established, which may have** an ~~alternative reference rate and such replacement could have a material and~~ adverse ~~impact~~ **effect** on the **Company** ~~CLO market, the leveraged loan market and / or us. At this time, U. S. dollar LIBOR is available in five settings (overnight, one- month, three- month, six- month and 12- month). All remaining U. S. dollar LIBOR settings will cease to be published after June 30, 2023, absent subsequent action by the relevant authorities. On July 29, 2021, the Alternative Reference Rates Committee formally announced that it recommends the Chicago Mercantile Exchange~~ ' s **overall financial condition** ~~forward- looking SOFR term rates for~~ - **or results** ~~use in business loans, including securities backed by such assets. However, forward- looking SOFR term rates will not be representative~~ of **operations. Following** ~~three~~ - **the** ~~- month~~ **replacement of** LIBOR, **some** ~~and there is no requirement that the Chicago Mercantile Exchange continue to publish forward- looking SOFR term rates, in which case we, our~~ - **or all** ~~lenders, and our portfolio company borrowers may be required to use other measurements~~ of ~~SOFR, as applicable. The expected discontinuation of LIBOR could have a significant impact on our business. We anticipate significant operational challenges for the~~ **these credit** ~~transition away from LIBOR including, amending existing loan~~ agreements ~~with borrowers on investments that~~ may **bear** ~~have not been modified with fallback language and adding effective fallback language to new agreements in the event that LIBOR is discontinued before maturity. There may also be additional issues associated with our current processes and information systems that will need to be identified and evaluated by us. If a replacement rate is not widely agreed upon, the mismatch on the~~ interest **a lower** ~~rates payable by any leverage incurred by us and the~~ interest rate ~~payable on the portfolio company investments could result in a decrease in our net investment income and distributions we are able to pay to our stockholders. Further changes or reforms to the determination or supervision of LIBOR may result in a sudden or prolonged increase or decrease in reported LIBOR~~, which could have an adverse impact on the **Company' s results of operations. Moreover, when LIBOR ceases to exist, the Company may need to renegotiate certain terms of its credit facilities. If the Company is unable to do so, amounts drawn under its credit facilities may bear interest at a higher rate, which would increase the cost of its borrowings and, in turn, affect its results of operations. The potential effect of a transition away from LIBOR on the Company or the financial instruments in which the Company invests can be difficult to ascertain, and they may vary depending on factors that include, but are not limited to: (i) existing fallback or termination provisions in individual contracts and (ii) whether, how, and when industry participants develop and adopt new reference rates and fallbacks for both legacy and new products and instruments. The Internal Revenue Service (the " IRS ") has issued regulations regarding the tax consequences of the transition from LIBOR or another interbank offered rate (" IBOR ") to a new reference rate in debt instruments and non- debt contracts. Under the regulations, alteration or modification of the terms of a debt instrument to replace an operative rate that uses a discontinued IBOR with a qualified rate (as defined in the regulations) including true up payments equalizing the fair** market value ~~for or value~~ of ~~any~~ **contracts before and after such** ~~LIBOR~~ - **IBOR transition** ~~- linked securities~~, ~~loans, and other financial obligations or extensions of credit held by or due~~ to ~~us and~~ **add a qualified rate as a fallback rate to a contract whose operative rate uses a discontinued IBOR or to replace a fallback rate that uses a discontinued IBOR with a qualified rate** ~~could~~ **would** ~~have a material adverse~~ **not be taxable. The IRS may provide additional guidance, with potential retroactive** effect ~~on our business, financial condition and results of operations~~. ~~45We~~ **We** are and may be subject to restrictions under our credit debt agreements and any future credit or other borrowing facility that could adversely impact our business. Our debt agreements and any future credit or other borrowing facility, may be backed by all or a portion of our loans and securities on which the lenders may have a security interest. We may pledge up to 100 % of our assets and may grant a security interest in all of our assets under the terms of any debt instrument we enter into with lenders. We expect that any security interests we grant will be set forth in a pledge and security agreement and evidenced by the filing of financing statements by the agent for the lenders. In addition, we expect that the custodian for our securities serving as collateral for such loan would include in its electronic systems notices indicating the existence of such security interests and, following notice of occurrence of an event of default, if any, and during its continuance, will only accept transfer instructions with respect to any such securities from the lender or its designee. If we were to default under the terms of any debt instrument, the agent for the applicable lenders would be able to assume control of the timing of disposition of any or all of our assets securing such debt, which would have a material adverse effect on our business, financial condition, results of operations and cash flows. In addition, any security interests as well as negative covenants included in our debt agreements or any future credit or other borrowing facility may limit our ability to create liens on assets to secure additional debt and may make it difficult for us to restructure or refinance indebtedness at or prior to maturity or obtain additional debt or equity financing. In addition, if our borrowing base under our debt agreements or any future credit or other borrowing facility were to decrease, we would be required to secure additional assets in an amount equal to any borrowing base deficiency. In the event

that all of our assets are secured at the time of such a borrowing base deficiency, we could be required to repay advances under the relevant credit facility or any other borrowing facility or make deposits to a collection account, either of which could have a material adverse impact on our ability to fund future investments and to pay distributions. In addition, under our debt agreements and any future credit or other borrowing facilities, we may be subject to limitations as to how borrowed funds may be used, which may include restrictions on geographic and industry concentrations, loan size, payment frequency and status, average life, collateral interests and investment ratings, as well as restrictions on leverage, which may affect the amount of funding that may be obtained. For example, proceeds of the loans under our credit facilities may be used to acquire certain qualifying loans and such other uses as permitted under our credit facilities. There may also be certain requirements relating to portfolio performance, including required minimum portfolio yield and limitations on delinquencies and charge- offs, a violation of which could limit further advances and, in some cases, result in an event of default. An event of default under our debt agreements or any future credit or other borrowing facility could result in an accelerated maturity date for all amounts outstanding thereunder, which could have a material adverse effect on our business and financial condition. This could reduce our revenues and, by delaying any cash payment allowed to us under the relevant credit facility or any other borrowing facility until the lenders have been paid in full, reduce our liquidity and cash flow and impair our ability to grow our business and / or make distributions to stockholders required to maintain our ability to be eligible for treatment as a RIC. ~~The majority of our portfolio investments are recorded at fair value as determined in good faith by the Advisor and, as a result, there may be uncertainty as to the value of our portfolio investments.~~ We expect that many of our portfolio investments will take the form of loans and securities that are not publicly traded. The fair value of loans, securities and other investments that are not publicly traded may not have market quotations available and the fair value may not be readily determinable. If market quotations are not available or reliable, we will value these investments at fair value as determined in good faith by the Advisor, including to reflect significant events affecting the value of our investments. Many, if not all, of our investments (other than cash) may be classified as Level 3 under ASC Topic 820, Fair Value Measurement (" ASC 820 "). This means that our portfolio valuations will be based on unobservable inputs and our own assumptions about how market participants would price the asset or liability in question. We expect that inputs into the determination of fair value of our portfolio investments will require significant management judgment or estimation. Even if observable market data are available, such information may be the result of consensus pricing information or broker quotes, which include a disclaimer that the broker would not be held to such a price in an actual transaction. The non- binding nature of consensus pricing and / or quotes accompanied by disclaimers materially reduces the reliability of such information. We retain the services of one or more independent service providers to review the valuation of these loans and securities. However, the ultimate determination of fair value will be made by the Advisor and not by such third- party valuation firm. The types of factors that the Advisor may take into account in determining the fair value of our investments generally include, as appropriate, comparison to publicly traded securities including such factors as yield, maturity and measures of credit quality, the enterprise value of a portfolio company, the nature and realizable value of any collateral, the portfolio company' s ability to make ~~46payments~~ -- **payments** and its earnings and discounted cash flow, the markets in which the portfolio company does business, changes in the interest rate environment and the credit markets generally that may affect the price at which similar investments may be made in the future, comparisons to publicly traded companies, relevant credit market indices and other relevant factors. When an external event such as a purchase transaction, public offering or subsequent equity sale occurs, we consider the pricing indicated by the external event to corroborate our valuation. Because such valuations, and particularly valuations of private securities and private companies, are inherently uncertain, may fluctuate over short periods of time and may be based on estimates, our determinations of fair value may differ materially from the values that would have been used if a ready market for these loans and securities existed. Also, since these valuations are, to a large extent, based on estimates, comparisons and qualitative evaluations of private information, our fair valuation process could make it more difficult for investors to accurately value our investments and could lead to undervaluation or overvaluation of our securities. In addition, the valuation of these types of securities may result in substantial write- downs and earnings volatility. Also, privately held companies frequently have less diverse product lines and smaller market presence than larger public competitors. Our NAV could be adversely affected if our determinations regarding the fair value of our investments were materially higher than the values that we ultimately realize upon the disposal of such loans and securities. Further, our NAV as of a particular date may be materially greater than or less than the value that would be realized if our assets were to be liquidated as of such date. For example, if we were required to sell a certain asset or all or a substantial portion of our assets on a particular date, the actual price that we would realize upon the disposition of such asset or assets could be materially less than the value of such asset or assets as reflected in our NAV. Volatile market conditions could also cause reduced liquidity in the market for certain assets, which could result in liquidation values that are materially less than the values of such assets as reflected in our NAV. We will adjust on a quarterly basis the valuation of our portfolio to reflect the Advisor' s determination of the fair value of each investment in our portfolio. Any changes in fair value are recorded in our consolidated statements of operations as net change in unrealized appreciation or depreciation on investments. New or modified laws or regulations governing our operations could adversely affect our business. We and our portfolio companies are subject to regulation by laws at the U. S. federal, state and local levels. These laws and regulations, as well as their interpretation, could change from time to time, including as the result of interpretive guidance or other directives from the U. S. President and others in the executive branch, and new laws, regulations and interpretations could also come into effect. Any such new or changed laws or regulations could have a material adverse effect on our business. The effects of legislative and regulatory proposals directed at the financial services industry or affecting taxation could negatively impact our operations, cash flows or financial condition or our portfolio companies, impose additional costs on us or our portfolio companies, intensify the regulatory supervision of us or our portfolio companies or otherwise adversely affect our business or the business of our portfolio companies. In addition, if we do not comply with applicable laws and regulations, we could lose any licenses that we then hold for the conduct of our business and could be subject to civil fines and criminal penalties. We

invest in securities of issuers that are subject to governmental and non- governmental regulations, including by federal and state regulators and various self- regulatory organizations. Companies participating in regulated activities could incur significant costs to comply with these laws and regulations. If a company in which we invest fails to comply with an applicable regulatory regime, it could be subject to fines, injunctions, operating restrictions or criminal prosecution, any of which could materially and adversely affect the value of our investment. Additionally, changes to the laws and regulations governing our operations, including those associated with RICs, could cause us to alter our investment strategy in order to avail ourselves of new or different opportunities or result in the imposition of corporate- level taxes on us. Such changes could result in material differences to our strategies and plans and could shift our investment focus from the areas of expertise of our Advisor to other types of investments in which our Advisor could have little or no expertise or experience. Any such changes, if they occur, could have a material adverse effect on our results of operations and the value of your investment. If we invest in commodity interests in the future, our Advisor could determine not to use investment strategies that trigger additional regulation by the U. S. Commodity Futures Trading Commission (" CFTC ") or may determine to operate subject to CFTC regulation, if applicable. If we or our Advisor were to operate subject to CFTC regulation, we could incur additional expenses and would be subject to additional regulation. ~~47Further~~ -- **Further** , there has been increasing commentary among regulators and intergovernmental institutions, including the Financial Stability Board and International Monetary Fund, on the topic of " shadow banking " (a term generally taken to refer to credit intermediation involving entities and activities outside the regulated banking system). We are an entity outside the regulated banking system and certain of our activities may be argued to fall within this definition and, in consequence, may be subject to regulatory developments. As a result, we and our Advisor could be subject to increased levels of oversight and regulation. This could increase costs and limit operations. In an extreme eventuality, it is possible that such regulations could render our continued operation unviable and lead to its premature termination or restructuring. The central banks and, in particular, the Federal Reserve, have taken unprecedented steps in recent periods. It is impossible to predict if, how, and to what extent the United States and other governments would further intervene in the credit markets. Such intervention is often prompted by politically sensitive issues involving family homes, student loans, real estate speculation, credit card receivables, pandemics, etc., and could, as a result, be contrary to what we would predict from an " economically rational " perspective. On the other hand, recent governmental intervention could mean that the willingness of governmental bodies to take additional extraordinary action is diminished. As a result, in the event of near- term major market disruptions, ~~like those caused by the COVID- 19 pandemic,~~ there might be only limited additional government intervention, resulting in correspondingly greater market dislocation and materially greater market risk. U. S. and non- U. S. markets could experience political uncertainty and / or change that subjects investments to heightened risks. These heightened risks could also include, but are not limited to: increased risk of default (by both government and private issuers); greater social, trade, economic and political instability (including the risk of war or terrorist activity); greater governmental involvement in the economy; less governmental supervision and regulation of the securities markets and market participants; greater fluctuations in currency exchange rates; controls or restrictions on foreign investment and / or trade, capital controls and limitation on repatriation of invested capital and on the ability to exchange currencies; inability to purchase and sell investments or otherwise settle security or derivative transactions (i. e., a market freeze); unavailability of currency hedging techniques; and slower clearance. During times of political uncertainty and / or change, global markets often become more volatile. There could also be a lower level of monitoring and regulation of markets while a country is experiencing political uncertainty and / or change, and the activities of investors in such markets and enforcement of existing regulations could become more limited. Markets experiencing political uncertainty and / or change could have substantial, and in some periods extremely high, rates of inflation for many years. Inflation and rapid fluctuations in inflation rates typically have negative effects on such countries' economies and markets. Tax laws could change materially, and any changes in tax laws could have an unpredictable effect on us, our investments and our investors. There can be no assurance that political changes will not cause us or our investors to suffer losses. The Board may change our investment objectives, operating policies and strategies without prior notice or stockholder approval. The Board has the authority, except as otherwise provided in the 1940 Act, to modify or waive certain of our investment objectives, operating policies and strategies without prior notice and without stockholder approval. However, absent stockholder approval, we may not change the nature of our business so as to cease to be, or withdraw our election as, a BDC. Under Delaware law, we also cannot be dissolved without prior stockholder approval. We cannot predict the effect any changes to our current operating policies and strategies would have on our business, operating results and the market price of our common stock. Nevertheless, any such changes could adversely affect our business and impair our ability to make distributions to our stockholders. Provisions of the Delaware General Corporation Law and of our certificate of incorporation and bylaws could deter takeover attempts and have an adverse effect on the price of shares of our common stock. The Delaware General Corporation Law, as amended (the " DGCL "), contains provisions that may discourage, delay or make more difficult a change in control of us or the removal of our directors. Our Amended and Restated Certificate of Incorporation (" Certificate of Incorporation ") and bylaws (" Bylaws ") contain provisions that limit liability and provide for indemnification of our directors and officers. These provisions and others which we may adopt also may have the effect of deterring hostile takeovers or delaying changes in control or management. We are subject to Section 203 of the DGCL, the application of which is subject to any applicable requirements of the 1940 Act. This section generally prohibits us from engaging in mergers and other business combinations with stockholders that beneficially own 15 % or more of our voting stock, either individually or together with their affiliates, unless our directors or stockholders approve the business combination in the prescribed manner. Accordingly, Section 203 of the DGCL may discourage third parties from trying to acquire control of us and increase the difficulty of consummating such an offer. ~~48We~~ **We** have also adopted measures that may make it difficult for a third party to obtain control of us, including provisions of our Certificate of Incorporation that classify the Board in three classes serving staggered three- year terms, and provisions of our Certificate of Incorporation authorizing our Board to classify or reclassify shares of our preferred stock in one or more classes or series and to cause the

issuance of additional shares of our stock. These provisions, as well as other provisions we have adopted or may adopt in our Certificate of Incorporation and Bylaws, may delay, defer or prevent a transaction or a change in control that might otherwise be in the best interests of our stockholders. Our Certificate of Incorporation requires, to the fullest extent permitted by law, that derivative actions brought in our name, actions against our directors, officers, other employees or stockholders for breach of fiduciary duty and other similar actions may be brought in a federal or state court located in the state of Delaware. Our Certificate of Incorporation provides that, to the fullest extent permitted by law, unless we consent in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, our Certificate of Incorporation or Bylaws or the securities, antifraud, unfair trade practices or similar laws of any international, national, state, provincial, territorial, local or other governmental or regulatory authority, including, in each case, the applicable rules and regulations promulgated thereunder, or (iv) any action asserting a claim governed by the internal affairs doctrine shall be a federal or state court located in the state of Delaware. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed, to the fullest extent permitted by law, to have notice of and consented to these exclusive forum provisions and to have irrevocably submitted to, and waived any objection to, the exclusive jurisdiction of such courts in connection with any such action or proceeding and consented to process being served in any such action or proceeding, without limitation, by United States mail addressed to the stockholder at the stockholder' s address as it appears on our records, with postage thereon prepaid. This choice of forum provision may limit a stockholder' s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers, other employees or stockholders, which may discourage lawsuits with respect to such claims. Alternatively, if a court were to find the choice of forum provision contained in our Certificate of Incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, operating results and financial condition. Our Advisor and Administrator each have the ability to resign on 60 days' notice, and we may not be able to find a suitable replacement within that time, resulting in a disruption in our operations that could adversely affect our financial condition, business and results of operations. Our Advisor has the right under the Amended Advisory Agreement to resign as our Advisor at any time upon not less than 60 days' written notice, whether we have found a replacement or not. Similarly, our Administrator has the right under the Administration Agreement to resign at any time upon not less than 60 days' written notice, whether we have found a replacement or not. If our Advisor or our Administrator were to resign, we may not be able to find a new investment adviser or administrator, as applicable, or hire internal management with similar expertise and ability to provide the same or equivalent services on acceptable terms within 60 days, or at all. If we are unable to do so quickly, our operations are likely to experience a disruption, our financial condition, business and results of operations as well as our ability to pay distributions to our stockholders are likely to be adversely affected and the market price of our shares may decline. In addition, the coordination of our internal management and investment or administrative activities, as applicable, is likely to suffer if we are unable to identify and reach an agreement with a single institution or group of executives having the expertise possessed by our Advisor, or our Administrator, as applicable. Even if we are able to retain a comparable service provider or individuals performing such services are retained, whether internal or external, their integration and lack of familiarity with our investment objectives may result in additional costs and time delays that may adversely affect our business, financial condition, results of operations and cash flows. In addition, if our Advisor resigns or is terminated, we would lose the benefits of our relationship with Bain Capital Credit, including the use of Bain Capital Credit' s communication and information systems, insights into our existing portfolio, market expertise, sector and macroeconomic views and due diligence capabilities, as well as any investment opportunities referred to us by Bain Capital Credit, and we would be required to change our name, which may have a material adverse impact on our operations. ~~49We~~ **We** are subject to certain risks as a result of our interests in the membership interests in the ~~2018- 1 Issuer and~~ 2019- 1 Issuer. Under the terms of the **relevant** master loan sale ~~agreement~~ **agreements** ~~governing the CLO Transaction~~, we sold and / or contributed to the 2018- 1 Issuer and 2019- 1 Issuer all of our ownership interest in our portfolio loans and participations for the purchase price and other consideration set forth in such master loan sale agreement (including an increase in the value of the " Membership Interests " **)** . **On March 7** ~~As a result of the transactions~~ , ~~we~~ **2022, the Company** ~~hold~~ **sold 70** ~~all of the Membership Interests, which comprise 100~~ % of the **membership** equity interests **of the Company' s 2018- 1 Notes to SLP** , **which resulted** in **the deconsolidation of the 2018- 1 Notes and** the 2018- 1 Issuer ~~and~~ **' s financial statements from the Company' s consolidated financial statements. We hold 100 % of the equity interests in the** 2019- 1 Issuer. As a result, we expect to consolidate the financial statements of the ~~2018- 1 Issuer and~~ 2019- 1 Issuer, as well as our other **controlled** subsidiaries, in our consolidated financial statements. However, once contributed to a CLO, the underlying loans and participation interests have been securitized and are no longer our direct investment, and the risk return profile has been altered. In general, rather than holding interests in the underlying loans and participation interests, **we hold** ~~the CLO Transaction resulted in us holding~~ membership interests in a CLO issuer (i. e., the 2018- 1 Issuer and 2019- 1 Issuer), with the CLO holding the underlying loans. As a result, we are subject both to the risks and benefits associated with the equity interests of the CLO (i. e., the Membership Interests) and the risks and benefits associated with the underlying loans and participation interests held by the 2018- 1 Issuer and 2019- 1 Issuer ~~. We have limited experience managing CLOs. The performance of the CLO Issuers will be largely dependent on the analytical and managerial expertise of our investment professionals. Although we and our investment professionals and affiliates have prior experience investing in loans and other debt obligations, the CLO Issuers are the only CLOs managed by us. Accordingly, we have limited performance history of managing CLOs for potential investors to consider in evaluating the potential impact of the CLO Transactions on our overall performance~~ . We are subject to significant restrictions on our ability to advise the CLO Issuers. We will manage the assets of the CLO Issuers pursuant to portfolio management agreements with the CLO Issuers (the " Portfolio Management Agreements "). The indentures governing

the 2018- 1 Notes and the 2019- 1 Notes (the “ CLO Indentures ”) and the Portfolio Management Agreements place significant restrictions on our ability to advise the CLO Issuers to buy and sell Collateral Obligations, and we are subject to compliance with the CLO Indentures and the Portfolio Management Agreements. As a result of the restrictions contained in the CLO Indentures and the Portfolio Management Agreements, the CLO Issuers may be unable to buy or sell collateral obligations or to take other actions that we might consider in the interest of the CLO Issuers and the holders of CLO Notes, and we may be required to make investment decisions on behalf of the CLO Issuers that are different from those made for our other clients. In addition, we may pursue any strategy consistent with the CLO Indentures and the Portfolio Management Agreements, and there can be no assurance that such strategy will not change from time to time in the future. Further, for so long as we manage the assets of the CLO Issuers pursuant to the Portfolio Management Agreements, we will elect to not charge any portfolio management fee to which we may be entitled under such Portfolio Management Agreements. In our role as portfolio manager of the CLO Issuers, we will be acting solely in the best interests of the CLO Issuers and not in the best interests of the Membership Interests of the CLO Issuers that we hold. As the interests of the holders of the applicable CLO Notes are senior in the respective CLO Issuer’ s capital structure to our Membership Interests, we may incur losses if we are required to dispose of a portion of the portfolio of the respective CLO Issuer at inopportune times in order to satisfy the outstanding obligations of the holders of the related CLO Note. The subordination of the Membership Interests will affect our right to payment. The Membership Interests are subordinated to the CLO Notes and certain fees and expenses. If any Coverage Test (defined below) is not satisfied as of a determination date, cash flows (if any) and proceeds otherwise payable to the CLO Issuers (which the CLO Issuers could have otherwise distributed with respect to the Membership Interests) will be diverted to the payment of principal on the CLO Notes. If the CLO Issuers have not received confirmation from S & P Global Ratings of its initial ratings of each class of the applicable CLO Notes, or if we fail to hold the required amount of Membership Interests as required by EU risk retention regulations (“ Retention Deficiency ”), proceeds will be diverted to pay principal on the applicable CLO Notes or to purchase additional collateral obligations (or, in the case of a Retention Deficiency, to the extent necessary to reduce such Retention Deficiency to zero). ~~If during the period from and including the closing date of a CLO Transaction to and including the earliest of (i) October 20, 2022 for the 2018- 1 Notes and October 15, 2023 for the 2019- 1 Debt and (ii) the date of the acceleration of the maturity of the related CLO Notes in accordance with the applicable CLO Indenture the applicable Overcollateralization Ratio Test (defined below) is not satisfied, proceeds will be diverted to purchase additional collateral obligations. 50Although~~ -- **Although** these tests generally compare the principal balance of the collateral obligations to the aggregate outstanding principal amount of the applicable CLO Notes, certain reductions are applied to the principal balance of Collateral Obligations in connection with certain events, such as defaults or ratings downgrades to “ CCC ” levels or below, in each case that may increase the likelihood that one or more Overcollateralization Ratio Tests may not be satisfied. On the scheduled maturity of the CLO Notes or if acceleration of the CLO Notes occurs after an event of default, proceeds available after the payment of certain administrative expenses) will be applied to pay both principal of and interest on the applicable CLO Notes until the applicable CLO Notes are paid in full before any further payment will be made on the Membership Interests. As a result, the Membership Interests would not receive any payments until the applicable CLO Notes are paid in full. In addition, if an event of default occurs and is continuing, the holders of the CLO Notes will be entitled to determine the remedies to be exercised under the applicable CLO Indenture. Remedies pursued by the holders of the CLO Notes could be adverse to our interests as the holder of the Membership Interests, and the holders of the CLO Notes will have no obligation to consider any possible adverse effect on such other interests. See “ — The holders of certain of the CLO Notes will control many rights under the CLO Indentures and therefore, we will have limited rights in connection with an event of default or distributions thereunder. ” The holders of certain CLO Notes will control many rights under the CLO Indentures and therefore, we will have limited rights in connection with an event of default or distributions thereunder. Under the CLO Indentures, many of our rights as the holder of the Membership Interests will be controlled by the holders of certain of the CLO Notes. Remedies pursued by such holders upon an event of default could be adverse to our interests. If the CLO Notes are accelerated following an event of default, proceeds of any realization on the assets will be allocated to the applicable CLO Notes (in order of seniority) and certain other amounts owing by the applicable CLO Issuer will be paid in full before any allocation to us as the holder of the Membership Interests. Although we as the holder of the Membership Interests will have the right, subject to the conditions set forth in the applicable CLO Indenture, to purchase the assets in a sale by the trustee, if an event of default (or otherwise, an acceleration of the CLO Notes following an event of default) has occurred and is continuing, we will not have any creditors’ rights against the CLO Issuers and will not have the right to determine the remedies to be exercised under the CLO Indentures. There is no guarantee that any funds will remain to make distributions to us as the holder of the Membership Interests following any liquidation of the assets and the application of the proceeds from the assets to pay the CLO Notes and the fees, expenses, and other liabilities payable by the CLO Issuers. The ability of the holders of the CLO Notes to direct the sale and liquidation of the assets is subject to certain limitations. As set forth in the CLO Indentures, notwithstanding any acceleration, if an event of default occurs and is continuing and the trustee has not commenced remedies under the CLO Indentures, we as the portfolio manager of the CLO Issuers may continue to direct dispositions and purchases of collateral obligations to the extent permitted under the CLO indentures. If an event of default has occurred and is continuing (unless the trustee has commenced remedies pursuant to the CLO Indentures), then (x) we as the portfolio managers of the CLO Issuers may continue to direct sales and other dispositions, and purchases, of collateral obligations in accordance with and to the extent permitted pursuant to the CLO Indentures and (y) the trustee will retain the assets securing the CLO Notes intact, collect and cause the collection of the proceeds thereof and make and apply all payments and deposits and maintain all accounts in respect of the assets and the CLO Notes in accordance with the CLO Indentures, unless: (i) the trustee, pursuant to the CLO Indentures and in consultation with us as the portfolio manager of the CLO Issuers, determines that the anticipated proceeds of a sale or liquidation of the assets (after deducting the anticipated reasonable expenses of such sale or liquidation) would be sufficient to discharge in full the amounts

then due (or, in the case of interest, accrued) and unpaid on the applicable CLO Notes for principal and interest (including accrued and unpaid deferred interest), and all other amounts payable pursuant to the priority of distributions prior to payment of principal on such applicable CLO Notes (including amounts due and owing, and amounts anticipated to be due and owing, as administrative expenses (without regard to any applicable limitation on such expenses)), and we as the portfolio managers of the CLO Issuers and the holders of at least 662 ⁄ 3 % (a " Supermajority ") of the most senior outstanding class of the respective CLO Notes agrees with such determination; (ii) in the case of certain events of default, a Supermajority of the most senior outstanding class of the respective CLO Notes directs the sale and liquidation of the assets; or (iii) a Supermajority of each class of the respective CLO Notes (voting separately by class) directs the sale and liquidation of the assets. The CLO Indentures require mandatory redemption of the CLO Notes for failure to satisfy applicable Coverage Tests. Under the documents governing the CLO Transactions, there are two coverage tests (the " Coverage Tests ") applicable to the CLO Notes. ~~51The~~ -- **The** first such test (the " Interest Coverage Test ") compares the amount of interest proceeds received on the portfolio loans held by each CLO Issuer to the amount of interest due and payable on the related CLO Notes. To meet this first test, for each class of the applicable CLO Notes in each such CLO Transaction, interest received on the portfolio loans must be equal to or greater than a certain threshold percentage with respect to each such class. The second such test (the " Overcollateralization Ratio Test ") compares the adjusted collateral principal amount of the portfolio of Collateral Obligations of each CLO Transaction to the aggregate outstanding principal amount of the applicable CLO Notes. To meet this second test at any time, for each class of the applicable CLO Notes, the adjusted collateral principal amount of such Collateral Obligations must satisfy a certain threshold percentage amount of the outstanding principal amount of the applicable class of the related CLO Notes. If a Coverage Test is not met on any determination date on which such Coverage Test is applicable, the CLO Issuers will apply available amounts to redeem the applicable CLO Notes in an amount necessary to cause such tests to be satisfied. This could result in an elimination, deferral or reduction in the payments of distributions to the related CLO Issuer (and as such, to us as the holder of the Membership Interests and indirect beneficiary of any such payments to such CLO Issuer). We may resign or be removed or terminated as portfolio manager of the CLO Issuers. We may resign or be removed or terminated as portfolio manager of the CLO Issuers in a number of circumstances, including the breach of certain terms of the CLO Indentures and the Portfolio Management Agreements. In addition, because a new portfolio manager may not be able to manage the CLO Issuers according to the standards of the CLO Indentures and the Portfolio Management Agreements, any transfer of the portfolio management functions to another entity could result in reduced or delayed collections, delays in processing loan transfers and information regarding the loans and a failure to meet all of the applicable procedures required by the Portfolio Management Agreements. Consequently, the termination or removal of us as portfolio manager of the CLO Issuers could have material and adverse effects on our performance. Risks Relating to the 1940 Act We and our Advisor are subject to regulations and SEC oversight. If we or they fail to comply with applicable requirements, it may adversely impact our results relative to companies that are not subject to such regulations. As a BDC, we are subject to a portion of the 1940 Act. In addition, we have elected to be treated, and intend to operate in a manner so as to continuously qualify, as a RIC in accordance with the requirements of Subchapter M of the Code. The 1940 Act and the Code impose various restrictions on the management of a BDC, including related to portfolio construction, asset selection, and tax. These restrictions may reduce the chances that the BDC will achieve results similar to those of other vehicles managed by Bain Capital Credit and / or our Advisor. However, if we do not maintain our status as a BDC, we would be subject to regulation as a registered closed- end investment company under the 1940 Act. As a registered closed- end investment company, we would be subject to substantially more regulatory restrictions under the 1940 Act which would significantly decrease our operating flexibility. In addition to these and other requirements applicable to us, our Advisor is subject to regulatory oversight by the SEC. To the extent the SEC raises concerns or has negative findings concerning the manner in which we or our Advisor operate, it could adversely affect our business. Our ability to enter into transactions with our affiliates is restricted. We are prohibited under the 1940 Act from participating in certain transactions with our affiliates without the prior approval of our Independent Directors and, in some cases, the SEC. We consider our Advisor and its affiliates, including Bain Capital Credit, to be our affiliates for such purposes. In addition, any person that owns, directly or indirectly, 5 % or more of our outstanding voting securities will be our affiliate for purposes of the 1940 Act, and we are generally prohibited from buying or selling any security from or to such affiliate without the prior approval of our Independent Directors. The 1940 Act also prohibits certain " joint " transactions with certain of our affiliates, which could include investments in the same portfolio company, without prior approval of our Independent Directors and, in some cases, of the SEC. We are prohibited from buying or selling any security from or to any person who owns more ~~52than~~ -- **than** 25 % of our voting securities or certain of that person' s affiliates, or entering into prohibited joint transactions with such persons, absent the prior approval of the SEC. We may, however, invest alongside Bain Capital Credit Clients in certain circumstances where doing so is consistent with our investment strategy as well as applicable law and SEC staff interpretations or exemptive orders. For example, we may invest alongside Bain Capital Credit Clients consistent with guidance promulgated by the SEC staff to purchase interests in a single class of privately placed securities so long as certain conditions are met, including that Bain Capital Credit and our Advisor, acting on our behalf and on behalf of such Bain Capital Credit Clients, negotiates no term other than price. We may also invest alongside Bain Capital Credit Clients as otherwise permissible under regulatory guidance, applicable regulations or exemptive orders and Bain Capital Credit' s allocation policy. If we are prohibited by applicable law from investing alongside Bain Capital Credit Clients with respect to an investment opportunity, we may not be able to participate in such investment opportunity. If our Advisor recommends a particular level of investment to us, and the aggregate amount recommended to us by our Advisor and to other participating Bain Capital Credit Clients exceeds the amount of the investment opportunity, subject to applicable law, investments made pursuant to exemptive relief will generally be allocated among the participants pro rata based on capital available for investment in the asset class being allocated and the respective governing documents of the Bain Capital Credit Clients. We expect that available capital for our investments will be determined based on the amount of cash on- hand, existing

commitments and reserves, if any, the targeted leverage level, targeted asset mix and diversification requirements and other investment policies and restrictions set by the Board or as imposed by applicable laws, rules, regulations or interpretations. In instances when investments are not made pursuant to exemptive relief, allocations among us and other Bain Capital Credit Clients, subject to applicable law and regulation, will be done in accordance with our Advisor' s trade allocation practice, which is generally pro rata based on order size. However, there can be no assurance that we will be able to participate in all investment opportunities that are suitable to us. In situations where co- investment with other Bain Capital Credit Clients is not permitted or appropriate, subject to the limitations described in the preceding paragraph, Bain Capital Credit will need to decide which client will proceed with the investment. Similar restrictions limit our ability to transact business with our officers or directors or their affiliates. These restrictions will limit the scope of investment opportunities that would otherwise be available to us. We, our Advisor and Bain Capital Credit have been granted exemptive relief from the SEC to permit greater flexibility to negotiate the terms of co- investments if the Board determines that it would be advantageous for us to co- invest with other Bain Capital Credit Clients in a manner consistent with our investment objectives, positions, policies, strategies and restrictions as well as regulatory requirements and other pertinent other Bain Capital Credit Clients funds, accounts and investment vehicles managed by Bain Capital Credit may afford us additional investment opportunities and an ability to achieve greater diversification. Accordingly, our exemptive order permits us to invest with Bain Capital Credit Clients in the same portfolio companies under circumstances in which such investments would otherwise not be permitted by the 1940 Act. Our exemptive relief permitting co- investment transactions generally applies only if our Independent Directors and Directors who have no financial interest in such transaction review and approve in advance each co- investment transaction. The exemptive relief imposes other conditions with which we must comply to engage in co- investment transactions. Our ability to sell or otherwise exit investments also invested in by other Bain Capital Credit investment vehicles is restricted. We may be considered affiliates with respect to certain of our portfolio companies because our affiliates, which may include other Bain Capital Credit Funds, also hold interests in these portfolio companies and as such these interests may be considered a joint enterprise under the 1940 Act. To the extent that our interests in these portfolio companies may need to be restructured in the future or to the extent that we choose to exit certain of these transactions, our ability to do so will be limited. ~~If we do not invest a sufficient portion of our assets in qualifying assets, we could fail to qualify as a BDC or be precluded from investing according to our current business strategy.~~ As a BDC, we may not acquire any assets other than qualifying assets unless, at the time of and after giving effect to such acquisition, at least 70 % of our total assets are qualifying assets (with certain limited exceptions). Subject to certain exceptions for follow- on investments and investments in distressed companies, an investment in an issuer that has outstanding securities listed on a national securities exchange may be treated as qualifying assets only if such issuer has a common equity market capitalization that is less than $ 250. 0 million at the time of such investment. ~~53We~~ **We** may be precluded from investing in what we believe are attractive investments if such investments are not qualifying assets for purposes of the 1940 Act. If we do not invest a sufficient portion of our assets in qualifying assets, we could violate the 1940 Act provisions applicable to BDCs. As a result of such violation, specific rules under the 1940 Act could prevent us, for example, from making follow- on investments in existing portfolio companies (which could result in the dilution of our position) or could require us to dispose of investments at inappropriate times in order to come into compliance with the 1940 Act. If we need to dispose of such investments quickly, it could be difficult to dispose of such investments on favorable terms. We may not be able to find a buyer for such investments and, even if we do find a buyer, we may have to sell the investments at a substantial loss. Any such outcomes could have a material adverse effect on our business, financial condition, results of operations and cash flows. See " Item 1. Business — Regulation as a Business Development Company — Qualifying Assets. " ~~Regulations governing our operation as a BDC affect our ability to, and the way in which we, raise additional capital.~~ We may issue debt securities or preferred stock and / or borrow money from banks or other financial institutions, which we refer to collectively as " senior securities, " up to the maximum amount permitted by the 1940 Act. Under the provisions of the 1940 Act, we will be permitted as a BDC to issue senior securities in amounts such that our asset coverage ratio, as defined in the 1940 Act, equals 150 %, provided if certain disclosure and approval requirements are met, of our gross assets less all liabilities and indebtedness not represented by senior securities, after each issuance of senior securities. If the value of our assets declines, we may be unable to satisfy this test. If that happens, we may be required to sell a portion of our investments at a time when such sales may be disadvantageous to us in order to repay a portion of our indebtedness. Furthermore, equity capital may be difficult to raise because, subject to some limited exceptions we are not generally able to issue and sell our common stock at a price per share below NAV. We may, however, sell our common stock, or warrants, options, or rights to acquire shares of our common stock, at a price below the current NAV of shares of our common stock if the Board determines that such sale is in our best interests and the best interests of our stockholders, and our stockholders, including a majority of those stockholders that are not affiliated with us, approve such sale. In any such case, the price at which our securities are to be issued and sold may not be less than a price that, in the determination of the Board, closely approximates the market value of such securities (less any distributing commission or discount). Certain investors are limited in their ability to make significant investments in us. Private funds that are excluded from the definition of " investment company " either pursuant to Section 3 (c) (1) or 3 (c) (7) of the 1940 Act are restricted from acquiring directly or through a controlled entity more than 3 % of our total outstanding voting stock (measured at the time of the acquisition). Investment companies registered under the 1940 Act and BDCs, such as us, are also subject to this restriction as well as other limitations under the 1940 Act that would restrict the amount that they are able to invest in our securities. As a result, certain investors will be limited in their ability to make significant investments in us at a time that they might desire to do so. Risks Relating to Our Investments Our portfolio companies may be unable to repay or refinance outstanding principal on their loans at or prior to maturity, and rising ~~interests~~ - **interest** rates may make it more difficult for portfolio companies to make periodic payments on their loans. Our portfolio companies may be unable to repay or refinance outstanding principal on their loans at or prior to maturity. This risk and the risk of default is increased to the extent that the loan documents do not require the portfolio

companies to pay down the outstanding principal of such debt prior to maturity. In addition, if general interest rates rise, there is a risk that our portfolio companies will be unable to pay escalating interest amounts, which could result in a default under their loan documents with us. Any failure of one or more portfolio companies to repay or refinance its debt at or prior to maturity or the inability of one or more portfolio companies to make ongoing payments following an increase in contractual interest rates could have a material adverse effect on our business, financial condition, results of operations and cash flows. We may need to restructure the capitalization of some portfolio companies, which could result in reduced interest payments or permanent impairments on our investments. Any such decrease in our net investment income would increase the percentage of our cash flows dedicated to debt service and distribution payments to stockholders. If these amounts become unsustainable, we may be required to reduce the amount of our distributions to stockholders. ~~54Our~~ -- **Our** debt investments may be risky, and we could lose all or part of our investments. Debt portfolios are subject to credit and interest rate risk. " Credit risk " refers to the likelihood that an issuer will default in the payment of principal and / or interest on an instrument. Financial strength and solvency of an issuer are the primary factors influencing credit risk. In addition, subordination, lack or inadequacy of collateral or credit enhancement for a debt instrument may affect its credit risk. Credit risk may change over the life of an instrument, and securities which are rated by rating agencies are often reviewed and may be subject to downgrade. " Interest rate risk " refers to the risks associated with market changes in interest rates. Factors that may affect market interest rates include, without limitation, inflation, slow or stagnant economic growth or recession, unemployment, money supply and the monetary policies of the Federal Reserve Board and central banks throughout the world, international disorders and instability in domestic and foreign financial markets. ~~The~~ **While the** Federal Reserve ~~Board~~ raised **interest** ~~the federal funds rate~~ **rates** ~~from 2015 to 2018~~ **throughout 2022 and 2023** , ~~but cut the~~ **it has held interest** ~~rate~~ **rates steady towards** ~~to near zero by~~ the end of ~~2020~~ **2023 and** ~~in response to the COVID- 19 outbreak. The Federal Reserve Board has recently~~ indicated that **interest** ~~it may raise the federal funds~~ rate **cuts may occur** in **2024** ~~the near future~~ . These developments, along with domestic and international debt and credit concerns, could cause interest rates to be volatile, which may negatively impact our ability to access the debt markets on favorable terms. Interest rate changes may also affect the value of a debt instrument indirectly (especially in the case of fixed rate securities) and directly (especially in the case of instruments whose rates are adjustable). In general, rising interest rates will negatively impact the price of a fixed rate debt instrument and falling interest rates will have a positive effect on price. Adjustable rate instruments may also react to interest rate changes in a similar manner although generally to a lesser degree (depending, however, on the characteristics of the reset terms, including, among other factors, the index chosen, frequency of reset and reset caps or floors). Interest rate sensitivity is generally more pronounced and less predictable in instruments with uncertain payment or prepayment schedules. We expect that we will periodically experience imbalances in the interest rate sensitivities of our assets and liabilities and the relationships of various interest rates to each other. In a changing interest rate environment, we may not be able to manage this risk effectively, which in turn could adversely affect our performance. We may hold the debt securities of leveraged companies. Portfolio companies may face intense competition, including competition from companies with greater financial resources, more extensive development, manufacturing, marketing and other capabilities, or a larger number of qualified managerial and technical personnel. As a result, portfolio companies which our Advisor expects to be stable may operate at a loss or have significant variations in operating results, may require substantial additional capital to support their operations or to maintain their competitive position or may otherwise have a weak financial condition or be experiencing financial distress. Portfolio companies may issue certain types of debt, such as senior loans, mezzanine or high yield in connection with leveraged acquisitions or recapitalizations in which the portfolio company incurs a substantially higher amount of indebtedness than the level at which it had previously operated. Leverage may have important consequences to these portfolio companies and us as an investor. For example, the substantial indebtedness of a portfolio company could (i) limit its ability to borrow money for its working capital, capital expenditures, debt service requirements, strategic initiatives or other purposes, (ii) require it to dedicate a substantial portion of its cash flow from operations to the repayment of its indebtedness, thereby reducing funds available to it for other purposes, (iii) make it more highly leveraged than some of its competitors, which may place it at a competitive disadvantage, and (iv) subject it to restrictive financial and operating covenants, which may preclude it from favorable business activities or the financing of future operations or other capital needs. As a result, the ability of these leveraged companies to respond to changing business and economic conditions and to take advantage of business opportunities may be limited. A leveraged portfolio company' s income and net assets will tend to increase or decrease at a greater rate than if borrowed money were not used. In addition, a portfolio company with a leveraged capital structure will be subject to increased exposure to adverse economic factors, such as a significant rise in interest rates, a severe downturn in the economy or deterioration in the condition of that portfolio company or its industry. Leveraged companies in which we invest may have limited financial resources and may be unable to meet their obligations under their loans and debt securities that we hold. Such developments may be accompanied by a deterioration in the value of any collateral and a reduction in the likelihood of our realizing any guarantees that we may have obtained in connection with our investment. If a portfolio company is unable to generate sufficient cash flow to meet all of its obligations, it may take alternative measures (e. g., reduce or delay capital expenditures, sell assets, seek additional capital, or seek to restructure, extend or refinance indebtedness). These actions may negatively affect our investment in such a portfolio company. Accordingly, leveraged companies may enter into bankruptcy proceedings at higher rates than companies that are not leveraged. **We** ~~55We expect to~~ invest in middle market companies, which involve higher risks than investments in larger companies. We invest, and expect to invest in middle market companies, which companies often involve higher risks because they lack the management experience, financial resources, product diversification and competitive strength of larger corporations, all of which may contribute to illiquidity, and may, in turn, adversely affect the price and timing of liquidation of our investments. Middle market companies are more likely to depend on the management talents and efforts of a small group of persons. Therefore, the death, disability, resignation or termination of one or more of these persons could have a material adverse impact on one or more of the portfolio companies we invest in and,

in turn, on us. Middle market companies also may be parties to litigation and may be engaged in rapidly changing businesses with products subject to a substantial risk of obsolescence. In addition, our executive officers, directors and our Advisor may, in the ordinary course of business, be named as defendants in litigation arising from our investments in portfolio companies. In addition, investment in middle market companies involves a number of other significant risks, including: ● they typically have shorter operating histories, narrower product lines and smaller market shares than larger businesses, which tend to render them more vulnerable to competitors' actions and market conditions, as well as general economic downturns; ● they generally have less predictable operating results, may from time to time be parties to litigation, may be engaged in rapidly changing businesses with products subject to a substantial risk of obsolescence, and may require substantial additional capital to support their operations, finance expansion or maintain their competitive position; ● changes in laws and regulations, as well as their interpretations, may adversely affect their business, financial structure or prospects; and ● they may have difficulty accessing the capital markets to meet future capital needs, which may limit their ability to grow or to repay their outstanding indebtedness upon maturity ~~. The lack of liquidity in our investments may adversely affect our business~~ . The lack of an established, liquid secondary market for a large portion of our investments may have an adverse effect on the market value of our investments and on our ability to dispose of them. Additionally, our investments may be subject to certain transfer restrictions that may also contribute to illiquidity. Further, our assets that are typically traded in a liquid market may become illiquid if the applicable trading market tightens. Therefore, no assurance can be given that we can dispose of a particular investment at its prevailing fair value. A portion of our investments may consist of securities that are subject to restrictions on resale by us because they were acquired in a " private placement " or similar transaction or because we are deemed to be an affiliate of the issuer of such securities. We will be able to sell such securities only under applicable securities laws, which may permit only limited sales under specified conditions or subject us to additional potential liability. Price declines and illiquidity in the corporate debt markets may adversely affect the fair value of our portfolio investments, reducing our NAV through increased net unrealized depreciation. As a BDC, we are required to carry our investments at market value or, if no market value is ascertainable, at fair value as determined in good faith by the ~~Board~~ **Advisor** as described above in " — The majority of our portfolio investments are recorded at fair value as determined in good faith by the Advisor and, as a result, there may be uncertainty as to the value of our portfolio investments. " When an external event such as a purchase transaction, public offering or subsequent equity sale occurs, we use the pricing indicated by the external event to corroborate our valuation. While most of our investments are not publicly traded, applicable accounting standards require us to assume as part of our valuation process that our investments are sold in a principal market to market participants (even if we plan on holding an investment through its maturity). As a result, volatility in the capital markets can also adversely affect ~~56our~~ -- **our** investment valuations. We record decreases in the market values or fair values of our investments as unrealized depreciation. Declines in prices and liquidity in the corporate debt markets may result in significant net unrealized depreciation in our portfolio. The effect of all of these factors on our portfolio may reduce our NAV by increasing net unrealized depreciation in our portfolio. Depending on market conditions, we could incur substantial realized losses and may suffer additional unrealized losses in future periods, which could have a material adverse effect on our business, financial condition, results of operations and cash flows ~~. Our investments in secured loans may nonetheless expose us to losses from default and foreclosure~~ . While we may invest in secured loans, we may nonetheless be exposed to losses resulting from default and foreclosure. Therefore, the value of the underlying collateral, the creditworthiness of the borrower and the priority of the lien are each of great importance. In some circumstances, our lien could be subordinated to claims of other creditors, such as trade creditors. In addition, deterioration in a portfolio company' s financial condition and prospects, including its inability to raise additional capital, may be accompanied by deterioration in the value of the collateral for the debt investment. We cannot guarantee the adequacy of the protection of our interests, including the validity or enforceability of the loan and the maintenance of the anticipated priority and perfection of the applicable security interests. There is a risk that the collateral securing our debt investment may decrease in value over time, may be difficult to sell in a timely manner, may be difficult to appraise and may fluctuate in value based upon the success of the business and market conditions, including as a result of the inability of the portfolio company to raise additional capital. Furthermore, we cannot assure that claims may not be asserted that might interfere with enforcement of our rights. In addition, in the event of any default under a secured loan held directly by us, we will bear a risk of loss of principal to the extent of any deficiency between the value of the collateral and the principal and accrued interest of the secured loan, which could have a material adverse effect on our cash flow from operations. In the event of a foreclosure, we may assume direct ownership of the underlying asset. The liquidation proceeds upon sale of such asset may not satisfy the entire outstanding balance of principal and interest on the loan, resulting in a loss to us. Any costs or delays involved in the effectuation of a foreclosure of the loan or a liquidation of the underlying property will further reduce the proceeds and thus increase the loss. These risks are magnified for stretch senior loans. Stretch senior loans are senior loans that have a greater loan- to- value ratio than traditional senior loans and typically carry a higher interest rate to compensate for the additional risk. Because stretch senior loans have a greater loan- to- value ratio, there is potentially less over-collateralization available to cover the entire principal of the stretch senior loan. Our investments in mezzanine debt and other junior securities are subordinate to senior indebtedness of the applicable company and are subject to greater risk. The mezzanine debt and other junior securities in which we may invest are typically contractually or structurally subordinate to senior indebtedness of the applicable company, or effectively subordinated as a result of being unsecured debt and therefore subject to the prior repayment of secured indebtedness to the extent of the value of the assets pledged as security. In some cases, the subordinated debt held by us may be subject to the prior repayment of different classes of senior debt that may be in priority ahead of the debt held by us. In the event of financial difficulty on the part of a portfolio company, such class or classes of senior indebtedness ranking prior to the debt held by us, and interest thereon and related expenses, must first be repaid in full before any recovery may be had on our mezzanine or other subordinated investments. Subordinated investments are characterized by greater credit risks than those associated with the senior or senior secured obligations of the same issuer. In

addition, under certain circumstances the holders of the senior indebtedness will have the right to block the payment of interest and principal on our mezzanine debt and other junior securities and to prevent us from pursuing its remedies on account of such non- payment against the issuer. Further, in the event of any debt restructuring or workout of the indebtedness of any issuer, the holders of the senior indebtedness will likely control the creditor side of such negotiations. Many issuers of mezzanine debt and other junior securities are highly leveraged, and their relatively high debt- to- equity ratios create increased risks that their operations might not generate sufficient cash flow to service their debt obligations. In addition, many issuers of mezzanine debt and other junior securities may be in poor financial condition, experiencing poor operating results, having substantial capital needs or negative net worth or be facing special competitive or product obsolescence problems, and may include companies involved in bankruptcy or other reorganizations or liquidation proceedings. Adverse changes in the financial condition of an issuer, general economic conditions, or both, may impair the ability of such issuer to make payments on the subordinated securities and ~~57result~~ -- **result** in defaults on such securities more quickly than in the case of the senior obligations of such issuer. Mezzanine debt and other junior securities may not be publicly traded, and therefore it may be difficult to obtain information as to the true condition of the issuer. Finally, the market values of certain of mezzanine debt and other junior securities may reflect individual corporate developments. Investments in mezzanine debt and other junior securities may also be in the form of zero- coupon or deferred interest bonds, which are bonds which are issued at a significant discount from face value. The original discount approximates the total amount of interest the bonds will accrue and compound over the period until maturity or the first interest accrual date at a rate of interest reflecting the market rate of the security at the time of issuance. While zero- coupon bonds do not require the periodic payment of interest, deferred interest bonds generally provide for a period of delay before the regular payment of interest begins. These investments typically experience greater volatility in market value due to changes in the interest rates than bonds that provide for regular payments of interest. We may make subordinated investments that rank below other obligations of the obligor in right of payment. Subordinated investments are subject to greater risk of default than senior obligations as a result of adverse changes in the financial condition of the obligor or in general economic conditions. If we make a subordinated investment in a portfolio company, the portfolio company may be highly leveraged, and its relatively high debt- to- equity ratio may create increased risks that its operations might not generate sufficient cash flow to service all of its debt obligations ~~. Our prospective portfolio companies may prepay loans, which may reduce our yields if capital returned cannot be invested in transactions with equal or greater expected yields~~ . The terms of loans acquired or originated by us may be subject to early prepayment options or similar provisions which, in each case, could result in us realizing repayments of such loans earlier than expected, sometimes with no or a nominal prepayment premium. This may happen when there is a decline in interest rates, when the portfolio company' s improved credit or operating or financial performance allows the refinancing of certain classes of debt with lower cost debt or when the general credit market conditions improve. Prepayments could also negatively impact our ability to pay, or the amount of, distributions on our common stock, which could result in a decline in the market price of our shares. Further, in the case of some of these loans, having the loan paid early may have the effect of reducing our actual investment income below our expected investment income if the capital returned cannot be invested in transactions with equal or greater yields. Our inability to reinvest such proceeds may materially affect our overall performance. We are generally unable to predict the rate and frequency of such prepayments. Whether a loan is prepaid will depend both on the continued positive performance of the portfolio company and the existence of favorable financing market conditions that allow such portfolio company the ability to replace existing financing with less expensive capital. In periods of rising interest rates, the risk of prepayment of floating rate loans may increase if other financing sources are available. As market conditions change frequently, we will often be unable to predict when, and if, this may be possible for each of our portfolio companies. Our loans may have limited amortization requirements. We may invest in debt that has limited mandatory amortization and interim repayment requirements. A low level of amortization of any debt, over the life of the investment, may increase the risk that a portfolio company will not be able to repay or refinance the debt held by us when it comes due at its final stated maturity ~~. We may invest in high yield debt, or junk bonds, which has greater credit and liquidity risk than more highly rated debt obligations~~ . We may invest in high yield debt, a substantial portion of which may be rated below investment- grade by one or more nationally recognized statistical rating organizations or is unrated but of comparable credit quality to obligations rated below investment- grade, and has greater credit and liquidity risk than more highly rated debt obligations. High yield debt is generally unsecured and may be subordinate to other obligations of the obligor. The lower rating of high yield debt reflects a greater possibility that adverse changes in the financial condition of the obligor or in general economic conditions (including, for example, a substantial period of rising interest rates or declining earnings) or both may impair the ability of the obligor to make payment of principal and interest. Many issuers of high yield debt are highly leveraged, and their relatively high debt- to- equity ratios create increased risks that their operations might not generate sufficient cash flow to service their debt obligations. In addition, many issuers of high yield debt may be in poor financial condition, experiencing poor operating results, having substantial capital needs or negative net worth or be facing special competitive or product obsolescence problems, and may include companies involved in bankruptcy or other reorganizations or liquidation proceedings. High yield debt generally experiences greater default rates than is the case for investment- grade securities. Certain of these ~~58securities~~ -- **securities** may not be publicly traded, and therefore it may be difficult to obtain information as to the true condition of the issuer. Overall declines in the below investment- grade bond and other markets may adversely affect such issuers by inhibiting their ability to refinance their debt at maturity. High yield debt is often less liquid than higher rated securities, and the market for high yield debt has recently experienced periods of volatility. The market values of certain of this high yield debt may reflect individual corporate developments. For a description of zero- coupon or deferred interest bonds, see " — Our investments in mezzanine debt and other junior securities are subordinate to senior indebtedness of the applicable company and are subject to greater risk. " We may invest in equity securities, which generally have greater price volatility than fixed income securities. We may in certain limited circumstances invest in equity securities, including equity securities issued by

entities with unrated or below investment- grade debt. As with other investments that we may make, the value of equity securities held by us may be adversely affected by actual or perceived negative events relating to the issuer of such securities, the industry or geographic areas in which such issuer operates or the financial markets generally. However, equity securities may be even more susceptible to such events given their subordinate position in the issuer' s capital structure. As such, equity securities generally have greater price volatility than fixed income securities, and the market price of equity securities owned by us is more susceptible to moving up or down in a rapid or unpredictable manner. The equity securities we acquire may fail to appreciate and may decline in value or become worthless, and our ability to recover our investment will depend on our portfolio company' s success. Accordingly, we may not be able to realize gains from our equity interests, and any gains that we do realize on the disposition of any equity interests may not be sufficient to offset any other losses we experience. Even if the portfolio company is successful, our ability to realize the value of our investment may be dependent on the occurrence of a liquidity event, such as a public offering or the sale of the portfolio company. It is likely to take a significant amount of time before a liquidity event occurs or we can otherwise sell our investment. In addition, the equity securities we receive or invest in may be subject to restrictions on resale during periods in which it could be advantageous to sell them. There are special risks associated with investing in preferred securities, including: ~~•~~ preferred securities may include provisions that permit the issuer, at its discretion, to defer distributions for a stated period without any adverse consequences to the issuer. If we own a preferred security that is deferring its distributions, we may be required to report income for tax purposes before we receive such distributions; ~~•~~ preferred securities are subordinated to debt in terms of priority to income and liquidation payments, and therefore will be subject to greater credit risk than debt; ~~•~~ preferred securities may be substantially less liquid than many other securities, such as common stock or U. S. government securities; and ~~•~~ generally, preferred security holders have no voting rights with respect to the issuing company, subject to limited exceptions. The prices of the financial instruments in which we invest may be highly volatile. Price movements of instruments in which our assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments and national and international political and economic events and policies. In addition, governments, from time to time, intervene, directly and by regulation, in certain markets, particularly those in currencies and financial instrument options. Such intervention is intended to influence prices directly and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. ~~59Our~~ -- **Our** investment in entire portfolios may not be as successful as acquiring the assets individually. We may invest in entire portfolios of assets sold by hedge funds, other BDCs, regional commercial banks, specialty finance companies and other types of financial firms. The performance of individual assets in such a portfolio will vary, and the return on our investment in an entire portfolio may not exceed the returns we would have received had we purchased some, but not all, of the assets contained in such portfolio ~~. Investments in financially troubled companies involve significantly greater risk than investments in non- troubled companies~~ . We may invest in the obligations of companies that are financially troubled and that are either engaged in a reorganization or expect to file for bankruptcy. Although the terms of such financing may result in significantly greater returns to us, investments in financially troubled companies also involve significantly greater risk than investments in non- troubled companies, and the repayment of obligations of financially troubled companies is subject to significant uncertainties. The level of analytical sophistication, both financial and legal, necessary for successful financing to companies experiencing significant business and financial difficulties is unusually high. There is no assurance that we will correctly evaluate the value of the assets collateralizing our loans or the prospects for a successful reorganization or similar action. We may make investments that become distressed due to factors outside the control of our Advisor. There is also no assurance that there will be sufficient collateral to cover the value of the loans and / or other investments purchased by us or that there will be a successful reorganization or similar action of the company or investment which becomes distressed. In any reorganization or liquidation proceeding relating to a company in which we invest, we may lose all or part of our investment, may be required to accept collateral, cash or securities with a value less than our original investment and / or may be required to accept payment over an extended period of time. Additionally, we may invest in the securities of financially troubled companies that are non- U. S. issuers. Such non- U. S. issuers may be subject to bankruptcy and reorganization processes and proceedings that are not comparable to those in the United States and that may be less favorable to the rights of lenders. Investments in " event- driven " special situations may not fully insulate us from risks inherent in our planned activities. Our strategies, from time to time, involve investments in " event- driven " special situations such as recapitalizations, spinoffs, corporate and financial restructurings, litigation or other catalyst- orientated situations. Investments in such securities are often difficult to analyze, and we could be incorrect in our assessment of the downside risk associated with an investment, thus resulting in a significant loss. Although we intend to utilize appropriate risk management strategies, such strategies cannot fully insulate us from the risks inherent in our planned activities. Moreover, in certain situations, we may be unable to, or may choose not to, implement risk management strategies because of the costs involved or other relevant circumstances. We may be subject to lender liability and equitable subordination. In recent years, a number of judicial decisions in the United States have upheld the right of borrowers to sue lending institutions on the basis of various evolving legal theories (collectively termed " lender liability "). Generally, lender liability is founded upon the premise that an institutional lender has violated a duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or has assumed a degree of control over the borrower resulting in creation of a fiduciary duty owed to the borrower or its other creditors or stockholders. Because of the nature of certain of our investments, we could be subject to allegations of lender liability. In addition, under common law principles that in some cases form the basis for lender liability claims, if a lending institution (i) intentionally takes an action that results in the undercapitalization of a borrower to the detriment of other creditors of such borrower, (ii) engages in other inequitable conduct to the detriment of such other creditors, (iii) engages in fraud with respect to, or makes misrepresentations to, such other creditors or (iv) uses its influence as a stockholder to dominate or control a borrower to the detriment of the other creditors of such borrower, a court

may elect to subordinate the claim of the offending lending institution to the claims of the disadvantaged creditor or creditors, a remedy called " equitable subordination. " Because of the nature of certain of our investments, we could be subject to claims from creditors of an obligor that our investments issued by such obligor should be equitably subordinated. A significant number of our investments will involve investments in which we will not be the lead creditor. It is, accordingly, possible that lender liability or equitable subordination claims affecting our investments could arise without our direct involvement. If we purchase debt securities of an affiliate of a portfolio company in the secondary market at a discount, (i) a court might require us to disgorge profit it realizes if the opportunity to purchase such securities at a discount should have been made available to ~~60the~~ -- **the** issuer of such securities or (ii) we might be prevented from enforcing such securities at their full face value if the issuer of such securities becomes bankrupt. Participation on creditors' committees may expose our Advisor to liability. Our Advisor may participate on committees formed by creditors to negotiate the management of financially troubled companies that may or may not be in bankruptcy or our Advisor may seek to negotiate directly with the debtors with respect to restructuring issues. If our Advisor does join a creditors' committee, the participants of the committee would be interested in obtaining an outcome that is in their respective individual best interests and there can be no assurance of obtaining results most favorable to us in such proceedings. By participating on such committees, our Advisor may be deemed to have duties to other creditors represented by the committees, which might expose our Advisor to liability to such other creditors who disagree with our Advisor' s actions. While our Advisor intends to comply with all applicable securities laws and to make judgments concerning restrictions on trading in good faith, our Advisor may trade in a portfolio company' s securities while engaged in the portfolio company' s restructuring activities. Such trading creates a risk of litigation and liability that may cause our Advisor and / or us to incur significant legal fees and potential losses. We cannot assure the accuracy of projections and forecasts used by our Advisor. Our Advisor may rely upon projections, forecasts or estimates developed by us or a portfolio company in which we are invested concerning the portfolio company' s future performance and cash flow. Projections, forecasts and estimates are forward- looking statements and are based upon certain assumptions. Actual events are difficult to predict and beyond our control. Actual events may differ from those assumed. Some important factors that could cause actual results to differ materially from those in any forward- looking statements include changes in interest rates, domestic and foreign business, market, financial or legal conditions, differences in the actual allocation of our investments among asset groups from that described herein, the degree to which our investments are hedged and the effectiveness of such hedges, among others. Accordingly, there can be no assurance that estimated returns or projections can be realized or that actual returns or results will not be materially lower than those estimated therein. We are a non- diversified investment company within the meaning of the 1940 Act, and therefore we are not limited by the 1940 Act with respect to the proportion of our assets that may be invested in securities of a single issuer or industry. We are classified as a non- diversified investment company within the meaning of the 1940 Act, which means that we are not limited by the 1940 Act with respect to the proportion of our assets that we may invest in securities of a single issuer. Beyond the Diversification Tests (as defined above in " Item 1. Business — Certain U. S. Federal Income Tax Consequences — Election to be Taxed as a RIC ") associated with our qualification as a RIC under the Code, we do not have fixed guidelines for diversification. As such, our assets may not be diversified. Any such non- diversification would increase the risk of loss to us if there was a decline in the market value of any loan in which we had invested a large percentage of its assets. If a large portion of our assets is held in cash or similarly liquid form, our performance might be adversely affected. Investment in a non- diversified fund will generally entail greater risks than investment in a " diversified " fund. We may have a more concentrated or less broad and varied portfolio than a " diversified " fund. A more concentrated portfolio can cause a portfolio such as ours to have higher volatility. We may also be more susceptible to any single economic or regulatory occurrence than a diversified investment company. Our portfolio may be concentrated in a limited number of portfolio companies and industries, which will subject us to a risk of significant loss if any of these companies defaults on its obligations under any of its debt instruments or if there is a downturn in a particular industry. Our failure to make follow- on investments in our portfolio companies could impair the value of our portfolio. Following our initial investment in a portfolio company, we may decide to provide additional funds to such portfolio company, seeking to: ~~•~~ increase or maintain in whole or in part our position as a creditor or equity ownership percentage in a portfolio company; ~~•~~ exercise warrants, options or convertible securities that were acquired in the original or subsequent financing; or ~~•~~ preserve or enhance the value of our investment. ~~61There~~ -- **There** is no assurance that we will make follow- on investments or that we will have sufficient funds to make all or any of such investments. Even if we have sufficient capital to make a desired follow- on investment, we may elect not to make a follow- on investment because we may not want to increase our level of risk, because we prefer other opportunities or because we are inhibited by compliance with BDC requirements of the 1940 Act or the desire to maintain our qualification as a RIC. Our ability to make follow- on investments may also be limited by Bain Capital Credit and our Advisor' s allocation policy or our ability to comply with our exemptive relief. Any decision by us not to make follow- on investments or its inability to make such investments may have a substantial adverse effect on a portfolio company in need of such an investment. Additionally, a failure to make such investments may result in a lost opportunity for us to increase its participation in a successful portfolio company or the dilution of our ownership in a portfolio company if a third party invests in the portfolio company ~~. Our portfolio companies may incur debt that ranks equally with, or senior to, our investments in such companies, and such portfolio companies may not generate sufficient cash flow to service their debt obligations to us~~ . The characterization of certain of our investments as senior debt or senior secured debt does not mean that such debt will necessarily be repaid in priority to all other obligations of the businesses in which we invest. Furthermore, debt and other liabilities incurred by non- guarantor subsidiaries of the borrowers of senior secured loans made by us may be structurally senior to the debt held by us. In the event of insolvency, liquidation, dissolution, reorganization or bankruptcy of a portfolio company, the debt and other liabilities of such subsidiaries could be repaid in full before any distribution can be made to an obligor of the senior secured loans held by us. Further, portfolio companies will typically incur trade credit and other liabilities or indebtedness, which by their terms may provide that their holders are entitled to receive

principal payments on or before the dates payments are due in respect of the senior secured loans held by us. Where we hold a first lien to secure senior indebtedness, the portfolio companies may be permitted to issue other senior loans with liens that rank junior to the first liens granted to us. The intercreditor rights of the holders of such other junior lien debt may, in any liquidation, reorganization, insolvency, dissolution or bankruptcy of such a portfolio company, affect the recovery that we would have been able to achieve in the absence of such other debt. Additionally, certain loans that we may make to portfolio companies may be secured on a second priority basis by the same collateral securing senior secured debt of such companies. The first priority liens on the collateral will secure the portfolio company' s obligations under any outstanding senior debt and may secure certain other future debt that may be permitted to be incurred by the portfolio company under the agreements governing the loans. The holders of obligations secured by first priority liens on the collateral will generally control the liquidation of, and be entitled to receive proceeds from, any realization of the collateral to repay their obligations in full before us. In addition, the value of the collateral in the event of liquidation will depend on market and economic conditions, the availability of buyers and other factors. There can be no assurance that the proceeds, if any, from sales of all of the collateral would be sufficient to satisfy the loan obligations secured by the second priority liens after payment in full of all obligations secured by the first priority liens on the collateral. If such proceeds were not sufficient to repay amounts outstanding under the loan obligations secured by the second priority liens, then we, to the extent not repaid from the proceeds of the sale of the collateral, will only have an unsecured claim against the portfolio company' s remaining assets, if any. Even where the senior loans held by us are secured by a perfected lien over a substantial portion of the assets of a portfolio company and its subsidiaries, the portfolio company and its subsidiaries will often be able to incur a substantial amount of additional indebtedness, which may have an exclusive lien over particular assets. For example, debt and other liabilities incurred by non- guarantor subsidiaries of portfolio companies will be structurally senior to the debt held by us. Accordingly, any such debt and other liabilities of such subsidiaries would, in the event of liquidation, dissolution, insolvency, reorganization or bankruptcy of such subsidiary, be repaid in full before any distributions to an obligor of the loans held by us. Furthermore, these other assets over which other lenders have a lien may be substantially more liquid or valuable than the assets over which we have a lien. The rights we may have with respect to the collateral securing the loans we make to our portfolio companies with senior debt outstanding may also be limited pursuant to the terms of one or more intercreditor agreements that we enter into with the holders of such senior debt. Under a typical intercreditor agreement, at any time that obligations that have the benefit of the first priority liens are outstanding, any of the following actions that may be taken in respect of the collateral will be at the direction of the holders of the obligations secured by the first priority liens: • the ability to cause the commencement of enforcement proceedings against the collateral; 62 • the ability to control the conduct of such proceedings; • the approval of amendments to collateral documents; • releases of liens on the collateral; and • waivers of past defaults under collateral documents. We may not have the ability to control or direct such actions, even if our rights are adversely affected. The disposition of our investments may result in contingent liabilities. We may, from time to time, incur contingent liabilities in connection with an investment. For example, we may acquire a revolving credit or delayed draw term facility that has not yet been fully drawn or may originate or make a secondary purchase of a revolving credit facility. If the borrower subsequently draws down on the facility, we will be obligated to fund the amounts due. In connection with the disposition of an investment in loans and private securities, we may be required to make representations about the business and financial affairs of the portfolio company typical of those made in connection with the sale of a business. We may also be required to indemnify the purchasers of such investment to the extent that any such representations turn out to be inaccurate or with respect to potential liabilities. We may incur numerous other types of contingent liabilities. There can be no assurance that we will adequately reserve for its contingent liabilities and that such liabilities will not have an adverse effect on us. We may be subject to risks under hedging transactions and may become subject to risk if we invest in non- U. S. securities. Our investment strategy contemplates potential investments in securities of non- U. S. companies to the extent permissible under the 1940 Act. Investing in loans and securities of non- U. S. issuers involves additional risks not typically associated with investing in U. S. companies. These risks include changes in exchange control regulations, political and social instability, nationalization and expropriation, imposition of tariffs and foreign taxes (potentially at confiscatory levels), less liquid markets, less available information than is generally the case in the United States, higher transaction costs, less government supervision of exchanges, brokers and issuers, less developed bankruptcy laws, difficulty in enforcing contractual obligations, lack of uniform accounting and auditing standards and greater price volatility. There may be less information publicly available about a non- U. S. issuer than about a U. S. issuer, and non- U. S. issuers may not be subject to accounting, auditing and financial reporting standards and practices comparable to those in the United States. These risks are likely to be more pronounced for investments in companies located in emerging markets and particularly for middle- market companies in these economies. The Company may have limited rights and few practical remedies in emerging markets and the ability of U. S. authorities to bring enforcement actions in emerging markets may be limited. Further, our investments that are denominated in a non- U. S. currency will be subject to the risk that the value of a particular currency will change in relation to the U. S. dollar. The rates of exchange between the U. S. dollar and other currencies are affected by many factors, including forces of supply and demand in the foreign exchange markets. These rates are also affected by the international balance of payments and other economic and financial conditions, government intervention, speculation and other factors. We are not obligated to engage in any currency hedging operations, and there can be no assurance as to the success of any hedging operations that we may implement. We may employ hedging techniques to minimize these risks, but we cannot assure you that such strategies will be effective or without risk to us. The values and relative yields of investments in the securities markets of different countries, and their associated risks, are expected to change independently of each other. We are authorized to use various investment strategies to hedge interest rate or currency exchange risks. These strategies are generally accepted as portfolio management techniques and are regularly used by many investment funds and other institutional investors. Techniques and instruments may change over time as new instruments and strategies are developed or regulatory changes occur. We may use any or all such types of interest rate hedging transactions and

currency hedging transactions at any time and no particular strategy will dictate the use of one transaction rather than another. The choice of any particular interest rate hedging transactions and currency hedging transactions will be a function of numerous variables, including market conditions. Our investments or liabilities may be denominated in currencies other than the U. S. dollar, and hence the value of such investments, or the amount of such liabilities, will depend in part on the relative strength of the U. S. dollar. We may be affected favorably or unfavorably by exchange control regulations or changes in the exchange rate between foreign currencies and the U. S. dollar. Changes in foreign currency exchange rates may also affect the value of distributions and interest earned as well as the level of gains and losses realized on the sale of securities. Although we intend to engage in any interest rate hedging transactions and currency hedging transactions only for hedging purposes and not for speculation, use of interest rate hedging transactions and currency hedging ~~63transactions~~ -- **transactions** involves certain inherent risks. These risks include (i) the possibility that the market will move in a manner or direction that would have resulted in gain for us had an interest rate hedging transaction or currency hedging transaction not been utilized, in which case it would have been better had we not engaged in the interest rate hedging transaction or currency hedging transaction, (ii) the risk of imperfect correlation between the risk sought to be hedged and the interest rate hedging transaction or currency hedging transaction utilized, (iii) potential illiquidity for the hedging instrument utilized, which may make it difficult for us to close- out or unwind an interest rate hedging transaction or currency hedging transaction and (iv) credit risk with respect to the counterparty to the interest rate hedging transaction or currency hedging transaction. In addition, it might not be possible for us to hedge fully or perfectly against currency fluctuations affecting the value of securities denominated in non- U. S. currencies because the value of those loans and securities would likely fluctuate as a result of factors not related to currency fluctuations. Our investments ~~in~~ **may include OID and PIK instruments. To the extent** OID and PIK interest income ~~may~~ **constitute a portion of our income, we will be** ~~expose~~ **exposed** ~~us~~ to risks associated with such income being required to be included in accounting income and taxable income prior to receipt of cash ~~. Our investments may include OID and PIK instruments. To the extent OID and PIK interest income constitute a portion of our income, we will be exposed to risks associated with such income being required to be included in accounting income and taxable income prior to receipt of cash~~ , including the following: ~~•~~ OID instruments and PIK securities may have unreliable valuations because the accretion of OID as interest income and the continuing accruals of PIK securities require judgments about their collectability and the collectability of deferred payments and the value of any associated collateral; ~~•~~ OID income may also create uncertainty about the source of our cash dividends; ~~•~~ OID instruments may create heightened credit risks because the inducement to the borrower to accept higher interest rates in exchange for the deferral of cash payments typically represents, to some extent, speculation on the part of the borrower; ~~•~~ for accounting purposes, cash distributions to stockholders that include a component of accreted OID income do not come from paid- in capital, although they may be paid from the offering proceeds. Thus, although a distribution of accreted OID income may come from the cash invested by the stockholders, the 1940 Act does not require that stockholders be given notice of this fact; ~~•~~ generally, we need to recognize income for income tax purposes no later than when we recognize such income for accounting purposes; ~~•~~ the higher interest rates on PIK securities reflects the payment deferral and increased credit risk associated with such instruments and PIK securities generally represent a significantly higher credit risk than coupon loans; ~~•~~ the presence of accreted OID income and PIK interest income create the risk of non- refundable cash payments to our Advisor in the form of incentive fees on income based on non- cash accreted OID income and PIK interest income accruals that may never be realized; ~~•~~ even if accounting conditions are met, borrowers on such securities could still default when our actual collection is expected to occur at the maturity of the obligation; ~~•~~ OID and PIK create the risk that incentive fees will be paid to our Advisor based on non- cash accruals that ultimately may not be realized, while our Advisor will be under no obligation to reimburse us for these fees; and ~~•~~ PIK interest has the effect of generating investment income and increasing the incentive fees payable at a compounding rate. In addition, the deferral of PIK interest also reduces the loan- to- value ratio at a compounding rate ~~. 64We are subject to risks associated with investing alongside other third parties~~ . We may invest in joint ventures alongside third parties through partnerships, joint ventures or other entities in the future. Such investments may involve risks not present in investments where a third party is not involved, including the possibility that such third party may at any time have economic or business interests or goals which are inconsistent with ours, or may be in a position to take action contrary to our investment objectives. In addition, we may in certain circumstances be liable for actions of such third party. More specifically, joint ventures involve a third party that has approval rights over activity of the joint venture. The third party may take actions that are inconsistent with our interests. For example, the third party may decline to approve an investment for the joint venture that we otherwise want the joint venture to make. A joint venture may also use investment leverage which magnifies the potential for gain or loss on amounts invested. Generally, the amount of borrowing by the joint venture is not included when calculating our total borrowing and related leverage ratios and is not subject to asset coverage requirements imposed by the 1940 Act. If the activities of the joint venture were required to be consolidated with our activities because of a change in GAAP rules or SEC staff interpretations, it is likely that we would have to reorganize any such joint venture. Federal Income Tax and Other Tax Risks We will be subject to corporate- level income tax if we are unable to qualify as a RIC. In order to qualify and be eligible for taxation as a RIC under the Code, we must meet certain source- of- income, asset diversification and distribution requirements. The distribution requirement for a RIC is satisfied if we distribute dividends in respect of each taxable year of an amount equal to at least 90 % of our investment company taxable income, determined without regard to any deduction for dividends paid, to our stockholders. We will be subject, to the extent we use debt financing, to certain asset coverage ratio requirements under the 1940 Act and financial covenants under loan and credit agreements that could, under certain circumstances, restrict us from making distributions necessary to enable us to be eligible for taxation as a RIC. If we are unable to obtain cash from other sources, we may fail to be eligible for taxation as a RIC and, thus, may be subject to corporate- level income tax. To qualify and be eligible for taxation as a RIC, we must also meet certain asset diversification requirements at the end of each quarter of our taxable year. These tests may result in our having to dispose of certain investments quickly in order to

prevent the loss of our qualifications as a RIC. Because most of our investments will be in private or thinly traded public companies, any such dispositions could be made at disadvantageous prices and may result in substantial losses. If we fail to qualify to be eligible for taxation as a RIC for any reason and become subject to corporate income tax, the resulting corporate taxes could substantially reduce our net assets, the amount of income available for distributions to our stockholders and the amount of funds available for new investments. Such a failure would have a material adverse effect on us and our stockholders. See " Item 1. Business — Certain U. S. Federal Income Tax Consequences — Election to be Taxed as a RIC . " Stockholders may be required to pay tax in excess of the cash they receive. Under the DRIP, if a stockholder owns shares of our common stock, the stockholder will have all cash distributions automatically reinvested in additional shares of that stockholder' s common stock unless such stockholder, or his, her or its nominee on such stockholder' s behalf, specifically " opts out " of the DRIP by delivering a written notice to the plan administrator prior to the record date of the next distribution. If a stockholder does not " opt out " of the DRIP, that stockholder will be deemed to have received, and for U. S. federal income tax purposes will be taxed on, the amount reinvested in our common stock to the extent the amount reinvested was not a tax- free return of capital. As a result, a stockholder may have to use funds from other sources to pay U. S. federal income tax liability on the value of the common stock received. Even if a stockholder chooses to " opt out " of the DRIP, we will have the ability to declare a large portion of a dividend in shares of our common stock instead of in cash in order to satisfy the Annual Distribution Requirement (as defined above " Item 1. Business — Certain U. S. Federal Income Tax Consequences — Election to be Taxed as a RIC "). As long as a portion of this dividend is paid in cash and certain requirements are met, the entire distribution will be treated as a dividend for U. S. federal income tax purposes. As a result, a stockholder generally will be subject to tax on 100 % of the fair market value of the dividend on the date the dividend is received by the stockholder in the same manner as a cash dividend, even though most of the dividend was paid in shares of common stock ~~. 65We may have difficulty paying our required distributions if we recognize income before, or without, receiving cash representing such income~~ . For U. S. federal income tax purposes, we will include in income certain amounts that we have not yet received in cash, such as amounts accrued as OID. OID may arise if we receive warrants in connection with the making of a loan and in other circumstances, or through contracted PIK interest, which represents contractual interest added to the loan balance and due at the end of the loan term. Such OID, which could be significant relative to our overall investment activities, or increases in loan balances as a result of contracted PIK arrangements, will be included in income regardless of whether we concurrently receive any corresponding cash payments. We also may be required to include in income certain other amounts that we will not receive in cash concurrently with such inclusion. Since in certain cases we may recognize income before or without receiving cash representing such income, we may have difficulty meeting the requirement in a given taxable year to distribute at least 90 % of our investment company taxable income, determined without regard to any deduction for distributions paid, as distributions to our stockholders in order to maintain our ability to be eligible for treatment as a RIC. In such a case, we may have to sell some of our investments at times we would not consider advantageous, raise additional debt or equity capital or reduce new investment originations to meet these distribution requirements. If we are not able to obtain such cash from other sources, we may fail to qualify to be eligible for treatment as a RIC and thus be subject to corporate- level income tax. We may be subject to withholding of U. S. federal income tax on distributions for non- U. S. stockholders. Distributions by a BDC generally are treated as dividends for U. S. tax purposes, and will be subject to U. S. income or withholding tax unless the stockholder receiving the distribution qualifies for an exemption from U. S. tax, or the distribution is subject to one of the special look- through rules described below. Distributions paid out of net capital gains can qualify for a reduced rate of taxation in the hands of an individual U. S. stockholder, and an exemption from U. S. tax in the hands of a non- U. S. stockholder. However, if properly reported by a RIC as such, dividend distributions by the RIC derived from certain interest income (such distributions, " interest- related dividends ") and certain net short- term capital gains (such distributions, " short- term capital gain dividends ") generally are exempt from U. S. withholding tax otherwise imposed on non- U. S. stockholders. Interest- related dividends are dividends that are attributable to " qualified net interest income " (i. e., " qualified interest income, " which generally consists of certain interest and OID on obligations " in registered form " as well as interest on bank deposits earned by a RIC, less allocable deductions) from sources within the United States. Short- term capital gain dividends are dividends that are attributable to net short- term capital gains, other than short- term capital gains recognized on the disposition of U. S. real property interests, earned by a RIC. However, no assurance can be given as to whether any of our distributions will be eligible for this exemption from U. S. withholding tax or, if eligible, will be reported as such by us. Furthermore, in the case of shares of our stock held through an intermediary, the intermediary may have withheld U. S. federal income tax even if we reported the payment as an interest- related dividend or short- term capital gain dividend. Since our common stock will be subject to significant transfer restrictions, and an investment in our common stock will generally be illiquid, non- U. S. stockholders whose distributions on our common stock are subject to U. S. withholding tax may not be able to transfer their shares of our common stock easily or quickly or at all. A failure of any portion of our distributions to qualify for the exemption for interest- related dividends or short- term capital gain dividends would not affect the treatment of non- U. S. stockholders that qualify for an exemption from U. S. withholding tax on dividends by reason of their special status (for example, foreign government- related entities and certain pension funds resident in favorable treaty jurisdictions). We may retain income and capital gains in excess of what is permissible for excise tax purposes and such amounts will be subject to 4 % U. S. federal excise tax, reducing the amount available for distribution to taxpayers. We may retain some income and capital gains in the future, including for purposes of providing us with additional liquidity, which amounts would be subject to the 4 % U. S. federal excise tax. In that event, we will be liable for the tax on the amount by which we do not meet the foregoing distribution requirement. See Item 1. Business — Certain U. S. Federal Income Tax Consequences ~~. 66Our business may be adversely affected if we fail to maintain our qualification as a RIC~~ . To maintain RIC tax treatment under the Code, we must meet the Annual Distribution Requirement, 90 % Income Test and Diversification Tests described below and defined and further described in Item 1. Business — " Certain U. S. Federal Income Tax Consequences. " The

Annual Distribution Requirement will be satisfied if we distribute dividends to our stockholders in respect of each taxable year of an amount generally at least equal to 90 % of our investment company taxable income, determined without regard to any deduction for distributions paid. In this regard, a RIC may, in certain cases, satisfy the Annual Distribution Requirement by distributing dividends relating to a taxable year after the close of such taxable year under the " spillback dividend " provisions of Subchapter M of the Code. We will be subject to tax, at regular corporate rates, on any retained income and / or gains, including any short- term capital gains or long- term capital gains. We must also satisfy the Excise Tax Avoidance Requirement, which is an additional distribution requirement with respect to each calendar year in order to avoid the imposition of a 4 % excise tax on the amount of any under- distribution. Because we may use debt financing, we are subject to (i) an asset coverage ratio requirement under the 1940 Act and may, in the future, be subject to (ii) certain financial covenants under loan and credit agreements that could, under certain circumstances, restrict us from making distributions necessary to satisfy the distribution requirements. If we are unable to obtain cash from other sources, or chose or be required to retain a portion of our taxable income or gains, we could (i) be required to pay excise tax and (ii) fail to qualify for RIC tax treatment, and thus become subject to corporate- level income tax on our taxable income (including gains). The 90 % Income Test will be satisfied if we earn at least 90 % of our gross income each taxable year from distributions, interest, gains from the sale of stock or securities, or other income derived from the business of investing in stock or securities. The Diversification Tests will be satisfied if we meet certain asset diversification requirements at the end of each quarter of our taxable year. To satisfy the Diversification Tests, at least 50 % of the value of our assets at the close of each quarter of each taxable year must consist of cash, cash equivalents (including receivables), U. S. government securities, securities of other RICs, and other acceptable securities, and no more than 25 % of the value of our assets can be invested in the securities, other than U. S. government securities or securities of other RICs, of one issuer, of two or more issuers that are controlled, as determined under applicable Code rules, by us and that are engaged in the same or similar or related trades or businesses or of certain " qualified publicly traded partnerships. " Failure to meet these requirements may result in our having to dispose of certain investments quickly in order to prevent the loss of RIC status. Because most of our investments will be in private companies, and therefore will be relatively illiquid, any such dispositions could be made at disadvantageous prices and could result in substantial losses. We may invest in certain debt and equity investments through taxable subsidiaries and the net taxable income of these taxable subsidiaries will be subject to federal and state corporate income taxes. We also may invest in certain foreign debt and equity investments which could be subject to foreign taxes (such as income tax, withholding, and value added taxes). If we fail to maintain RIC tax treatment for any reason and are subject to corporate income tax, the resulting corporate taxes could substantially reduce our net assets, the amount of income available for distribution, and the amount of our distributions. We may be impacted by ~~recently enacted~~ **changes in** federal tax legislation. **At any time** ~~Significant U. S. federal tax reform legislation was enacted in 2017~~ , ~~among other~~ -- **the** ~~things, permanently reduces the maximum federal corporate income tax rate, reduces the maximum individual income tax rate (effective for taxable years 2018 through 2025), restricts the deductibility of business interest expense, changes the rules regarding the calculation of net operating loss deductions that may be used to offset taxable income, expands the circumstances in which a foreign corporation will be treated as a " controlled foreign corporation " and, under certain circumstances, requires accrual method taxpayers to recognize income for U. S.~~ federal income tax ~~purposes no later than~~ **laws governing RICs or the administrative interpretations of** ~~the~~ **those** ~~income is~~ **laws or regulations may be amended. Any of those new laws, regulations or interpretations may** ~~taken~~ - **take effect retroactively** ~~into account as revenue in an~~ **and could adversely affect the taxation** ~~applicable financial statement. The impact~~ of ~~this legislation on~~ us ~~, our~~ - **or our shareholders** ~~stockholders and entities in which we may invest is uncertain~~ . **Therefore, changes in** ~~Prospective investors are urged to consult their~~ tax ~~advisors regarding~~ **laws, regulations or administrative interpretations or any amendments thereto could diminish** the ~~effects~~ **value** of ~~the new legislation on~~ an investment in ~~us~~ **our shares or the value or the resale potential of our investments** . Risks Relating to Our Common Stock Investing in our common stock involves an above average degree of risk. The investments we make in accordance with our investment objectives may result in a higher amount of risk than alternative investment options and a higher risk of volatility or loss of principal. Therefore, an investment in shares of our common stock may not be suitable for someone with lower risk tolerance. In addition, our common stock is intended for long- term investors who can accept the risks of investing primarily in illiquid loans and other debt or debt- like instruments and should not be treated as a trading vehicle. ~~67The market price of our common stock may fluctuate significantly.~~ The market price and liquidity of the market for shares of our common stock that will prevail in the market may be higher or lower than the price you pay and may be significantly affected by numerous factors, some of which are beyond our control and may not be directly related to our operating performance. These factors include: ~~●~~ significant volatility in the market price and trading volume of securities of BDCs or other companies in our sector, which are not necessarily related to the operating performance of these companies; ~~●~~ price and volume fluctuations in the overall stock market from time to time; ~~●~~ the inclusion or exclusion of our stock from certain indices; ~~●~~ changes in regulatory policies or tax guidelines, particularly with respect to RICs or BDCs; ~~●~~ any loss of RIC or BDC status; ~~●~~ changes in earnings or perceived changes or variations in operating results; ~~●~~ changes or perceived changes in the value of our portfolio of investments; ~~●~~ changes in accounting guidelines governing valuation of our investments; ~~●~~ any shortfall in revenue or net income or any increase in losses from levels expected by investors or securities analysts; ~~●~~ the inability of our Advisor to employ additional experienced investment professionals or the departure of any of our Advisor' s key personnel; ~~●~~ short- selling pressure with respect to shares of our common stock or BDCs generally; ~~●~~ future sales of our securities convertible into or exchangeable or exercisable for our common stock or the conversion of such securities; ~~●~~ uncertainty surrounding the strength of the U. S. economy; ~~●~~ concerns regarding European sovereign debt and economic activity generally; ~~●~~ operating performance of companies comparable to us; ~~●~~ general economic trends and other external factors; and ~~●~~ loss of a major funding source. In the past, following periods of volatility in the market price of a company' s securities, securities class action litigation has often been brought against that company. If our stock price fluctuates significantly, we may be the target of securities litigation in the

future. Securities litigation could result in substantial costs and divert management' s attention and resources from our business. We cannot assure you that a ~~market for shares of our common stock will be maintained or the market price of our shares will trade close to NAV. We cannot assure you that a~~ trading market for our common stock can be sustained. In addition, we cannot predict the prices at which our common stock will trade, whether at, above or below NAV. Shares of closed- end investment companies, including BDCs, ~~68frequently~~ -- **frequently** trade at a discount from NAV, and our common stock may also be discounted in the market. In addition, if our common stock trades below its NAV, we will generally not be able to sell additional shares of our common stock to the public at its market price without, among other things, the requisite stockholders approve such a sale. Sales of substantial amounts of our common stock in the public market may have an adverse effect on the market price of our common stock. We have 64, 562, 265 shares of common stock outstanding. Sales of substantial amounts of our common stock, or the availability of such shares for sale, could adversely affect the prevailing market prices for our common stock. If this occurs and continues, it could impair our ability to raise additional capital through the sale of equity securities should we desire to do so. Our stockholders will experience dilution in their ownership percentage if they opt out of our DRIP. We have adopted a DRIP, pursuant to which we will reinvest all cash distributions declared by the Board on behalf of stockholders who do not elect to receive their distributions in cash. As a result, if the Board authorizes, and we declare, a cash distribution, then our stockholders who have not opted out of our DRIP will have their cash distributions automatically reinvested in additional common stock, rather than receiving the cash distribution. See Item 1. Business " Dividend Reinvestment Plan " for a description of our dividend policy and obligations. If on the payment date for any distribution, the most recently computed NAV per share is equal to or less than the closing market price plus estimated per share fees (which include any applicable brokerage commissions the plan agent is required to pay), the plan agent will invest the distribution amount in newly issued shares on behalf of the participants. The number of newly issued shares to be credited to a participant' s account will be determined by dividing the dollar amount of the distribution by the most recently computed NAV per share provided that, if the NAV is less than or equal to 95 % of the then current market price per share, the dollar amount of the distribution will be divided by 95 % of the market price on the payment date. Accordingly, participants in the DRIP may receive a greater number shares of our common stock than the number of shares associated with the market price of our common stock, resulting in dilution for other stockholders. Stockholders that opt out of our DRIP will experience dilution in their ownership percentage of our common stock over time. We may in the future determine to issue preferred stock, which could adversely affect the market value of our common stock. The issuance of shares of preferred stock with dividend or conversion rights, liquidation preferences or other economic terms more favorable to the holders of preferred stock than to our common stockholders could adversely affect the market price for our common stock by making an investment in the common stock less attractive. In addition, the dividends on any preferred stock we issue must be cumulative. Payment of dividends and repayment of the liquidation preference of preferred stock must take preference over any distributions or other payments to our common stockholders, and holders of preferred stock are not subject to any of our expenses or losses and are not entitled to participate in any income or appreciation in excess of their stated preference (other than convertible preferred stock that converts into common stock). In addition, under the 1940 Act, participating preferred stock and preferred stock constitutes a " senior security " for purposes of the asset coverage test. ~~There is a risk that you may not receive distributions or that our distributions may not grow over time and a portion of our distributions may be a return of capital.~~ We intend to make distributions on a quarterly basis to our stockholders out of assets legally available for distribution. We cannot assure you that we will achieve investment results that will allow us to make a specified level of cash distributions or year- to- year increases in cash distributions. Our ability to pay distributions might be adversely affected by the impact of one or more of the risk factors described in this prospectus. If we are unable to satisfy the asset coverage test applicable to us as a BDC, or if we violate certain covenants under our debt agreements or any future credit or other borrowing facility, our ability to pay distributions to our stockholders could be limited because we may be required by its terms to use all payments of interest and principal that we receive from our current investments as well as any proceeds received from the sale of our current investments to repay amounts outstanding thereunder. All distributions will be paid at the discretion of our Board and will depend on our earnings, financial condition, maintenance of our RIC status, compliance with applicable BDC regulations, compliance with covenants under our debt agreements or any future credit or other borrowing facility and such other factors as our Board may deem relevant from time to time. ~~69Furthermore~~ -- **Furthermore** , the tax treatment and characterization of our distributions may vary significantly from time to time due to the nature of our investments. The ultimate tax characterization of our distributions made during a taxable year may not finally be determined until after the end of that taxable year. The distributions we pay to our stockholders in a year may exceed our net ordinary income and capital gains for that year and, accordingly, a portion of such distributions may constitute a return of capital for U. S. federal income tax purposes that would reduce a stockholder' s adjusted tax basis in its shares of our common stock or preferred stock and correspondingly increase such stockholder' s gain, or reduce such stockholder' s loss, on disposition of such shares. Distributions in excess of a stockholder' s adjusted tax basis in its shares of our common stock or preferred stock will generally constitute capital gains to such stockholder. A distribution from a RIC consisting of a return of capital for U. S. federal income tax purposes is not a distribution of the RIC' s net ordinary income or capital gains. Accordingly, stockholders should carefully read any written disclosure accompanying a distribution from us and the information about the specific tax characteristics of our distributions provided to stockholders after the end of each calendar year, and should not assume that the source of any distribution is our net ordinary income or capital gains. Our stockholders ~~may experience dilution in their ownership percentage. Our stockholders~~ do not have preemptive rights to any shares of our common stock we issue in the future. To the extent that we issue additional equity interests at or below NAV your percentage ownership interest in us may be diluted. In addition, depending upon the terms and pricing of any future and the value of our investments, you may also experience dilution in the book value and fair value of your shares of our common stock. Under the 1940 Act, we generally are prohibited from issuing or selling shares of our common stock at a price below NAV per share, which may be a

disadvantage as compared with certain public companies. We may, however, sell up to 25 % of our then outstanding shares of our common stock, or warrants, options, or rights to acquire shares of our common stock, at a price below the current NAV of shares of our common stock if the Board determines that such sale is in our best interests and the best interests of our stockholders, and our stockholders, including a majority of those stockholders that are not affiliated with us, approve such sale. In any such case, the price at which our securities are to be issued and sold may not be less than a price that, in the determination of the Board, closely approximates the fair value of such securities (less any distributing commission or discount). If we raise additional funds by issuing shares of our common stock or senior securities convertible into, or exchangeable for, shares of our common stock, then the percentage ownership of our stockholders at that time will decrease and you will experience dilution ~~. We may incur significant costs as a result of being a public company~~. Public companies incur legal, accounting and other expenses, including costs associated with the periodic reporting requirements applicable to a company whose securities are registered under the Exchange Act, as well as additional corporate governance requirements, including requirements under the Sarbanes- Oxley Act. Accordingly, we may incur significant additional costs as a result of being a public company. These requirements may place a strain on our systems and resources. The Sarbanes- Oxley Act requires that we maintain effective disclosure controls and procedures and internal controls over financial reporting, which are discussed below. In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal controls, significant resources and management oversight may be required. We may be implementing additional procedures, processes, policies and practices for the purpose of addressing the standards and requirements applicable to public companies. These activities may divert management' s attention from other business concerns, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. We may incur significant additional annual expenses related to these steps and, among other things, directors' and officers' liability insurance, director fees, reporting requirements of the SEC, transfer agent fees, additional administrative expenses payable to our Administrator to compensate it for hiring additional accounting, legal and administrative personnel, increased auditing and legal fees and similar expenses ~~. We are obligated to maintain proper and effective internal control over financial reporting. We may not complete our analysis of our internal control over financial reporting in a timely manner, or our internal controls may not be determined to be effective, which may adversely affect investor confidence in our company and, as a result, the value of our common stock~~. As of December 31, 2019, we are no longer an " emerging growth company, " as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. As a result, we are now required to comply with the independent auditor attestation requirements of Section 404 of the Sarbanes- Oxley Act beginning with this Annual Report on Form 10- K. Complying with Section 404 requires a ~~70rigorous~~ -- **rigorous** compliance program as well as adequate time and resources. We may not be able to complete our internal control evaluation, testing and any required remediation in a timely fashion. Additionally, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal controls are effective. If we are unable to assert that our internal control over financial reporting is effective, or if our auditors are unable to attest to management' s report on the effectiveness of our internal controls, we could lose investor confidence in the accuracy and completeness of our financial reports, which would have a material adverse effect on the price of our common stock. General Risk Factors Global capital markets could enter a period of severe disruption and instability. These conditions have historically affected and could again materially and adversely affect debt and equity capital markets in the United States and around the world and our business. From time to time, the global capital markets may experience periods of disruption and instability resulting in increasing spreads between the yields realized on riskier debt securities and those realized on risk- free securities, a lack of liquidity in parts of the debt capital markets, **volatility** ~~significant write- offs~~ in the financial services sector **, including bank failures,** or the re- pricing of credit risk in the broadly syndicated market. Deteriorating market conditions could result in increasing volatility and illiquidity in the global credit, debt and equity markets generally. The duration and ultimate effect of such market conditions cannot be accurately forecasted. Deteriorating market conditions and uncertainty regarding economic markets generally could result in declines in the market values of potential investments or declines in the market values of investments after they are made or acquired by us and affect the potential for liquidity events involving such investments or portfolio companies. Such declines may be exacerbated by other events, such as the failure of significant financial institutions or hedge funds, dislocations in other investment markets or other extrinsic events. Applicable accounting standards require us to determine the fair value of our investments as the amount that would be received in an orderly transaction between market participants at the measurement date. While most of our investments are not publicly traded, as part of our valuation process we consider a number of measures, including comparison to publicly traded securities. As a result, volatility in the public capital markets can adversely affect our investment valuations. During any such periods of market disruption and instability, we and other companies in the financial services sector may have limited access, if any, to alternative markets for debt and equity capital. Equity capital may be difficult to raise because, subject to some limited exceptions that will apply to us as a BDC, we will generally not be able to issue additional shares of our common stock at a price less than net asset value (" NAV ") without first obtaining approval for such issuance from our stockholders and our Independent Directors. In addition, our ability to incur indebtedness (including by issuing preferred stock) is limited by applicable regulations such that our asset coverage, as defined in the 1940 Act, must equal at least 200 % (or 150 % if certain disclosure and approval requirements are met) immediately after each time we incur indebtedness. The debt capital that will be available, if any, may be at a higher cost and on less favorable terms and conditions in the future. Any inability to raise capital could have a negative effect on our business, financial condition and results of operations. A prolonged period of market illiquidity may cause us to reduce the volume of loans and debt securities we originate and / or fund and adversely affect the value of our portfolio investments, which could have a material and adverse effect on our business, financial condition, results of operations and cash flows. We may also invest a portion of our capital in debt securities issued by issuers domiciled in Europe, including issuers domiciled in the U. K. On January 31, 2020, the U. K. ended its membership in the European Union (commonly referred to as " Brexit "). Under the terms of the withdrawal

agreement negotiated and agreed between the U. K. and the EU (the " EU Withdrawal Agreement "), the UK' s departure from the EU was followed by a transition period (the " Transition Period "), which ran until December 31, 2020. On December 31, 2021, the U. K. and the EU signed the EU- UK Trade and Cooperation Agreement (" TCA "), which is an agreement on the terms governing certain aspects of the EU' s and UK' s relationship post Brexit. However, under the TCA, many aspects of the EU- UK relationship remain subject to further negotiation. The longer term economic, legal, political and social implications of Brexit are unclear at this stage. Brexit has led to ongoing political and economic uncertainty and periods of increased volatility in both the United Kingdom and in wider European markets for some time. In particular, Brexit could lead to calls for similar referendums in other European Union jurisdictions, which could cause increased economic volatility in the European and global markets. This mid- to long- term uncertainty could have adverse effects on the economy generally and on our ability to earn attractive returns. In particular, currency volatility could mean that our returns are adversely affected by market movements and could make it more difficult, or more expensive, for us to execute prudent currency hedging policies. Potential decline in the value of the British Pound and / or the Euro against other currencies, along ~~71with~~ -- **with** the potential further downgrading of the United Kingdom' s sovereign credit rating, could also have an impact on the performance of certain investments made in the United Kingdom or Europe ~~. Economic recessions or downturns could impair our portfolio companies, and defaults by our portfolio companies will harm our operating results~~ . Many of the portfolio companies in which we have invested or expect to make investments are likely to be susceptible to economic slowdowns or recessions and may be unable to repay our loans during such periods. Therefore, the number of our non- performing assets is likely to increase and the value of our portfolio is likely to decrease during such periods. Adverse economic conditions may also decrease the value of collateral securing some of our loans and debt securities and the value of our equity investments. If the value of collateral underlying our loan declines during the term of our loan, a portfolio company may not be able to obtain the necessary funds to repay our loan at maturity through refinancing. Decreasing collateral value may hinder a portfolio company' s ability to refinance our loan because the underlying collateral cannot satisfy the debt service coverage requirements necessary to obtain new financing. Thus, economic slowdowns or recessions could lead to financial losses in our portfolio and a decrease in revenues, net income and assets. Unfavorable economic conditions also could increase our funding costs, limit our access to the capital markets or result in a decision by lenders not to extend credit to us. We consider a number of factors in making our investment decisions, including, but not limited to, the financial condition and prospects of a portfolio company and its ability to repay our loan. Unfavorable economic conditions could negatively affect the valuations of our portfolio companies and, as a result, make it more difficult for such portfolio companies to repay or refinance our loan. Therefore, these events could prevent us from increasing our investments and harm our operating results. A portfolio company' s failure to satisfy financial or operating covenants imposed by us or other lenders could lead to defaults and, potentially, acceleration of the time when the loans are due, termination of its loans and foreclosure on its assets, which could trigger cross- defaults under other agreements and jeopardize such portfolio company' s ability to meet its obligations under the loans and debt securities that we hold. We may incur expenses to the extent necessary to seek recovery upon default or to negotiate new terms with a defaulting portfolio company, which may include the waiver of certain financial covenants. Furthermore, if one of our portfolio companies were to file for bankruptcy protection, depending on the facts and circumstances, including the extent to which we actually provide significant managerial assistance to that portfolio company, a bankruptcy court might re- characterize our debt holding and subordinate all or a portion of our claim to claims of other creditors, even though we may have structured our investment as senior secured debt ~~. We currently are operating in a period of capital markets disruption, significant volatility and economic uncertainty~~ . The global capital markets are experiencing a period of disruption and instability resulting in increasing spreads between the yields realized on riskier debt securities and those realized on risk- free securities, lack of liquidity in parts of the debt capital markets, significant write- offs in the financial services sector and the re- pricing of credit risk in the broadly syndicated market. Highly disruptive market conditions have resulted in increasing volatility and illiquidity in the global credit, debt and equity markets generally. The duration and ultimate effect of such market conditions cannot be accurately forecasted. Extreme uncertainty regarding economic markets is resulting in declines in the market values of potential investments and declines in the market values of investments after they are made or acquired by us and affecting the potential for liquidity events involving such investments or portfolio companies. During periods of market disruption, portfolio companies may be more likely to seek to draw on unfunded commitments we have made, and the risk of being unable to fund such commitments is heightened during such periods. Applicable accounting standards require us to determine the fair value of our investments as the amount that would be received in an orderly transaction between market participants at the measurement date. While most of our investments are not publicly traded, as part of our valuation process we consider a number of measures, including comparison to publicly traded securities. As a result, volatility in the public capital markets can adversely affect our investment valuations. During any such periods of market disruption and instability, we and other companies in the financial services sector may have limited access, if any, to alternative markets for debt and equity capital. Equity capital may be difficult to raise because, subject to some limited exceptions that will apply to us as a BDC, we will generally not be able to issue additional shares of our common stock at a price less than NAV without first obtaining approval for such issuance from our stockholders and our Independent Directors. In addition, our ability to incur indebtedness (including by issuing preferred stock) is limited by applicable regulations such that our asset coverage, as defined in the 1940 Act, must equal at least 150 % immediately after each time we incur indebtedness. The debt capital that will be ~~72available~~ -- **available** , if any, may be at a higher cost and on less favorable terms and conditions in the future. Any inability to raise capital could have a negative effect on our business, financial condition and results of operations ~~. A prolonged period of market illiquidity may cause us to reduce the volume of loans and debt securities we originate and / or fund and adversely affect the value of our portfolio investments, which could have a material and adverse effect on our business, financial condition, results of operations and cash flows~~ . We are highly dependent on information systems, and systems failures or cyber- attacks could significantly disrupt our business, which may, in turn, negatively affect the

value of shares of our common stock and our ability to pay distributions. Our business is highly dependent on the communications and information systems of Bain Capital Credit. In addition, certain of these systems are provided to Bain Capital Credit by third- party service providers. Any failure or interruption of such systems, including as a result of the termination of an agreement with any such third- party service provider, could cause delays or other problems in our activities. This, in turn, could have a material adverse effect on our business, financial condition and results of operations. In addition, these systems are subject to potential attacks, including cyber espionage, malware, ransomware, and other types of hacking, may threaten the confidentiality, integrity or availability of our information resources. These attacks may involve a third party gaining unauthorized access to our communications or information systems for purposes of misappropriating assets, stealing confidential information, corrupting or destroying data, degrading or sabotaging our systems or causing other operational disruption. Any such attack could result in disruption to our business, misstated or unreliable financial data, liability for stolen assets or information, increased cybersecurity protection and insurance costs, litigation and damage to our business relationships, any of which could have a material adverse effect on our business, financial condition and results of operations. The Company and Bain Capital Credit may be subject to numerous laws in various jurisdictions relating to privacy and the storage, sharing, use, processing, disclosure and protection of information that we and our affiliates hold. The European Union' s (the " EU ") General Data Protection Regulation, the Cayman Islands Data Protection Law, 2017, and the California Consumer Privacy Act of 2018 are examples of such laws, and Bain Capital Credit anticipates new privacy and data protection laws will be passed in other jurisdictions in the future. In general, these laws introduce many new obligations on Bain Capital Credit and its affiliates and service providers and create new rights for parties who have given us their personal information, such as investors and others. Breach of these laws could result in significant financial penalties for Bain Capital Credit and / or us. As interpretation of these laws evolves and new laws are passed, Bain Capital Credit could be required to make changes to its business practices, which could result in additional risks, costs and liabilities to us and adversely affect investment returns. While Bain Capital Credit intends to comply with its privacy and data protection obligations under the privacy and data protection laws that are applicable to it, it is possible that Bain Capital Credit will not be able to accurately anticipate the ways in which regulators and courts will apply or interpret these laws. A violation of applicable privacy and data protection law could result in negative publicity and / or subject Bain Capital Credit or us, to significant costs associated with litigation, settlements, regulatory action, judgments, liabilities and / or penalties. Uncertainty about presidential administration initiatives could negatively impact our business, financial condition and results of operations. ~~The current administration has called for significant changes to U. S. trade, healthcare, immigration, foreign and government regulatory policy. In this regard, there~~ **There** is significant uncertainty with respect to legislation, regulation and government policy at the federal level, as well as the state and local levels. Recent events have created a climate of heightened uncertainty and introduced new and difficult- to-quantify macroeconomic and political risks with potentially far- reaching implications. There has been a corresponding meaningful increase in the uncertainty surrounding interest rates, inflation, foreign exchange rates, trade volumes and fiscal and monetary policy. To the extent the U. S. Congress or the current administration implements changes to U. S. policy, those changes may impact, among other things, the U. S. and global economy, international trade and relations, unemployment, immigration, corporate taxes, healthcare, the U. S. regulatory environment, inflation and other areas. Although we cannot predict the impact, if any, of these changes to our business, they could adversely affect our business, financial condition, operating results and cash flows. Until we know what policy changes are made and how those changes impact our business and the business of our competitors over the long term, we will not know if, overall, we will benefit from them or be negatively affected by them. U. S. debt ceiling and budget deficit concerns have increased the possibility of additional credit- rating downgrades and economic slowdowns or a recession in the United States ~~. 73Inflation and actions by central banks or monetary authorities, including the U. S. Federal Reserve, to address inflation may adversely affect the business, results of operations and financial condition of our portfolio companies~~ . Certain of our portfolio companies may be impacted by inflation as well as actions by central banks or monetary authorities, including the U. S. Federal Reserve, to address inflation. If such portfolio companies are unable pass any increases in their costs along to their customers, it could adversely affect their results and their ability to impacting their ability to pay interest and principal on our loans. In addition, any projected future decreases in our portfolio companies' operating results due to inflation could adversely impact the fair value of those investments. Any decreases in the fair value of our investments could result in future unrealized losses and therefore reduce our net assets resulting from operations. In recent periods, the U. S. Federal Reserve and certain other central banks or monetary authorities have increased interest rates at significant levels and may continue to increase or maintain interest rates at increased levels. It is difficult to predict the magnitude or timing of these interest rate increases and the impact these actions will have on the Company' s portfolio companies and the markets where they operate. We may experience fluctuations in our quarterly operating results. We could experience fluctuations in our quarterly operating results due to a number of factors, including the interest rate payable on the loans and debt securities we acquire, the default rate on such loans and securities, the level of our expenses, variations in and the timing of the recognition of realized and unrealized gains or losses, the degree to which we encounter competition in our markets and general economic conditions. In light of these factors, results for any period should not be relied upon as being indicative of performance in future periods. We may be the target of litigation. We may be the target of securities litigation in the future, particularly if the value of shares of our common stock fluctuates significantly. We could also generally be subject to litigation, including derivative actions by our stockholders. In addition our investment activities subject us to litigation relating to the bankruptcy process and the normal risks of becoming involved in litigation by third parties. This risk is somewhat greater where we exercise control or significant influence over a portfolio company' s direction. Any litigation could result in substantial costs and divert management' s attention and resources from our business and cause a material adverse effect on our business, financial condition and results of operations. Risks Relating to ~~COVID-~~ **Infectious Diseases and Pandemics** ~~19Certain~~ -- **Certain** ~~of our portfolio companies' businesses could be~~ **illnesses spread rapidly and have the potential to**

**significantly** adversely ~~affected~~ - **affect** ~~by~~ the **global economy. Outbreaks such as** ~~effects of health pandemics or epidemics, including~~ the ~~ongoing~~ **severe acute respiratory syndrome, avian influenza, H1N1 / 09, and, most recently, the coronavirus (** COVID- 19 **)** ~~global pandemic~~ , **or** ~~the~~ **other similarly infectious diseases may** ~~evolution of which continues to be uncertain. Recurring COVID- 19 outbreaks around the world~~ have **material adverse impacts on** ~~heightened concerns relating to new and potentially more dangerous virus variants, which, if transmitted around~~ the **Company** ~~globe could lead to the re- introduction of restrictions that were in place in 2020~~ , ~~2021, and to a lesser extent in 2022, or even~~ the ~~adoption of~~ **Advisor,** ~~other~~ - **their respective affiliates** ~~more strict measures to combat outbreaks. Another severe outbreak of COVID- 19 or another pandemic can disrupt our~~ and ~~our~~ portfolio companies **. Actual pandemics, or fear of pandemics, can trigger market disruptions or economic turndowns with the consequences described above. The Advisor cannot predict the likelihood of disease outbreaks occurring in the future nor how such outbreaks may affect the Company** ' **s investments. The outbreak of disease epidemics may result in the closure of the Advisor' s and / or a portfolio company' s offices or other** businesses **, including office buildings, retail stores** and ~~materially and adversely impact our and / or their~~ - **other** ~~financial~~ **commercial venues and could also** ~~results~~ - **result** ~~. The COVID- 19 pandemic contributed to certain conditions associated with the current macroeconomic environment and caused significant disruptions and instabilities~~ in **(a)** ~~the global and U. S. financial markets or deteriorations in credit and financing conditions. A resurgence of COVID- 19 or another pandemic with effects similar to those~~ - - **the lack** of ~~COVID- 19~~ **availability or price volatility of raw materials or component parts necessary to a portfolio company' s business which** may adversely affect ~~our and our~~ **the ability of a** portfolio ~~companies~~ **company to perform its obligations, (b) disruption of regional or global trade markets and / or the availability of capital, (c) the availability of leverage, including an inability to obtain indebtedness at all or to the Company** ' ~~liquidity positions. The war in Ukraine~~ **s desired degree, and less favorable timing of repayment and other terms with respect to such leverage, (d) trade or travel restrictions which impact a portfolio company' s business and / or (e) a general economic decline and have** ~~and~~ - **an** ~~Russia~~ **adverse impact on the Company' s value, the Company' s investments, or the Company' s ability to make new investments. Geopolitical events** may continue to have a material adverse impact on us and our portfolio companies. On February 24, 2022, Russia launched a full- scaled military invasion of Ukraine. In response, countries worldwide, including the United States, have imposed sanctions against Russia on certain businesses and individuals, including, but not limited to, those in the banking, import and export sectors. This invasion has led, is currently leading, and for an unknown period of time will continue to lead to disruptions in local, regional, national, and global markets and economies affected thereby. **The recent outbreak of hostilities in the Middle East could also escalate to nearby areas. The extent and duration of** ~~These~~ **these military actions, conflicts and resulting market** disruptions ~~caused~~ **are impossible to predict, but have been and could continue to be substantial, and any such market disruptions could affect our portfolio companies' operations. As a result, our portfolio investments could decline in value or our valuation of them could become uncertain. Our business is dependant on bank relationships and recent strain on the banking system may adversely impact us. The financial markets recently have encountered volatility associated with concerns about the banking industry, especially small and regional banks who may have significant losses associated with investments that make it difficult to fund demands to withdraw deposits and other liquidity needs. Although the federal government has announced measures to assist these banks and protect depositors, some banks have already been impacted, including suffering bank failures, and others may be materially and adversely impacted. Our business is dependent on bank relationships and we are proactively monitoring the financial health of such bank relationships. Continued strain on the banking system may adversely impact our business, financial condition and results of operations. We and / or our portfolio companies may be materially and adversely impacted** by ~~the invasion have included, and may continue~~ **global climate change. Global climate change is widely considered** to **be a significant threat to the global economy. Real estate and similar assets in particular may face risks associated with climate change,** ~~include~~ **including risks related to the impact of climate- related legislation and regulation (both domestically and internationally), risks related to climate- related business trends, and risks stemming from the physical impacts of climate change, such as the increasing frequency or severity of extreme weather events and rising sea levels and temperatures. Additionally, the Paris Agreement and other regulatory and voluntary initiatives launched by international, federal, state, and regional policymakers and regulatory authorities as well as private actors seeking to reduce greenhouse gas emissions may expose real estate and similar assets to so- called " transition risks " in addition to physical risks, such as: (i)** political ~~, social,~~ and ~~economic disruptions~~ **policy risks (e. g., changing regulatory incentives** and ~~uncertainties~~ **legal requirements, including with respect to greenhouse gas emissions,** that ~~may affect~~ **could result in increased costs** ~~our~~ - **or changes in** business operations ~~or the~~ **), (ii) regulatory and litigation risks (e. g., changing legal requirements that could result in increased permitting, tax and compliance costs, changes in** business operations **, or the discontinuance** of **certain operations, and litigation seeking monetary or injunctive relief related to impacts related to climate change), (iii) technology and market risks (e. g., declining market for assets, products and services seen as greenhouse gas intensive or less effective than alternatives in reducing greenhouse gas emissions) and (iv) reputational risks (e. g., risks tied to changing investor, customer or community perceptions of an asset' s relative contribution to greenhouse gas emissions). We cannot rule out the possibility that climate risks, including changes in weather and climate patterns, could result in unanticipated delays or expenses and, under certain circumstances, could prevent completion of investment activities or the effective management of real estate and similar assets once undertaken, any of which could have a material adverse effect on an investment, or us. We are subject to risks related to corporate social responsibility. Our business faces increasing public scrutiny related to ESG activities, which are increasingly considered to contribute to the long- term sustainability of a company' s performance. A variety of organizations measure the performance of companies on ESG topics, and the results of these assessments are widely publicized. In addition, investment in funds that specialize in investing in companies that perform well in such**

**assessments are increasingly popular, and major institutional investors have publicly emphasized the importance of such ESG measures to their investment decisions. Our brand and reputation may be negatively impacted if we fail to act responsibly in a number of areas, such as considering ESG factors in our investment processes. Adverse incidents with respect to ESG activities could impact the value of our brand and our relationships with shareholders, which could adversely affect our business and results of operations. Additionally, new regulatory initiatives related to ESG could adversely affect our business. The SEC has proposed rules that, in addition to other matters, would establish a framework for reporting of climate- related risks. For example, the SEC has announced that it may require disclosure of certain ESG- related matters. There is a risk that a significant reorientation in the market following the implementation of these and further measures could be adverse to** our portfolio companies **if they are perceived to be less valuable as a consequence of, for example, their carbon footprint or " greenwashing " (i** . ~~74~~ **e., the holding out of a product as having green or sustainable characteristics where this is not, in fact, the case). We are, and our portfolio companies may be, or could in the future become subject to the risk that similar measures might be introduced in other jurisdictions in the future. At this time, there is uncertainty regarding the scope of such proposals or when they would become effective (if at all). Compliance with any new laws or regulations increases our regulatory burden and could make compliance more difficult and expensive, affect the manner in which we or our portfolio companies conduct our businesses and adversely affect our profitability. On the other hand, certain state governments have begun to challenge the use of ESG factors in investment decisions, potentially setting up conflicting standards for the Company to address.**