

As filed with the U.S. Securities and Exchange Commission on  
June 12, 2024

1933 Act File No. 333-277773  
1940 Act File No. 811-23299

U.S. SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM N-2

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Pre-Effective Amendment No.

Post-Effective Amendment No. 1

and

REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940

Amendment No. 30

## OFS CREDIT COMPANY, INC.

(Exact name of Registrant as specified in charter)

10 S. Wacker Drive, Suite 2500

Chicago, IL 60606

(Address of Principal Executive Offices)

(847) 734-2000

(Registrant's telephone number, including Area Code)

Bilal Rashid

10 S. Wacker Drive, Suite 2500

Chicago, IL 60606

(Name and address of agent for service)

### Copies of Communications to:

Cynthia M. Krus

Dwaune L. Dupree

Eversheds Sutherland (US)

LLP

700 Sixth Street, NW, Suite

700

Washington, DC 20001

(202) 383-0100

**Approximate date of proposed public offering:** From time to time after the effective date of this Registration Statement.

Check box if the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans.

Check box if any securities being registered on this Form will be offered on a delayed or continuous basis in reliance on Rule 415 under the Securities Act of 1933 ("Securities Act"), other than securities offered in connection with a dividend reinvestment plan.

Check box if this Form is a registration statement pursuant to General Instruction A.2 or a post-effective amendment thereto.

Check box if this Form is a registration statement pursuant to General Instruction B or a post-effective amendment thereto that will become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act.

Check box if this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction B to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act.

**It is proposed that this filing will become effective (check appropriate box):**

when declared effective pursuant to Section 8(c) of the Securities Act.

**Check each box that appropriately characterizes the Registrant:**

Registered Closed-End Fund (closed-end company that is registered under the Investment Company Act of 1940 ("Investment Company Act")).

- Business Development Company (closed-end company that intends or has elected to be regulated as a business development company under the Investment Company Act).
- Interval Fund (Registered Closed-End Fund or a Business Development Company that makes periodic repurchase offers under Rule 23c-3 under the Investment Company Act).
- A.2 Qualified (qualified to register securities pursuant to General Instruction A.2 of this Form).
- Well-Known Seasoned Issuer (as defined by Rule 405 under the Securities Act).
- Emerging Growth Company (as defined by Rule 12b-2 under the Securities Exchange Act of 1934 (“Exchange Act”).
- If an Emerging Growth Company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of Securities Act.
- New Registrant (registered or regulated under the Investment Company Act for less than 12 calendar months preceding this filing).

## EXPLANATORY NOTE

This Post-Effective Amendment No. 1 to the Registration Statement on Form N-2 (File Nos. 333-277773 and 811-23299) of OFS Credit Company, Inc. (the "Registration Statement") is being filed pursuant to Rule 462(d) under the Securities Act of 1933, as amended (the "Securities Act"), solely for the purpose of adding certain exhibits to the Registration Statement. Accordingly, this Post-Effective Amendment No. 1 consists only of a facing page, this explanatory note and Part C of the Registration Statement. This Post-Effective Amendment No. 1 does not modify any other part of the Registration Statement. Pursuant to Rule 462(d) under the Securities Act, this Post-Effective Amendment No. 1 shall become effective immediately upon filing with the Securities and Exchange Commission. The contents of the Registration Statement are hereby incorporated by reference.

### PART C — OTHER INFORMATION

#### ITEM 25. FINANCIAL STATEMENTS AND EXHIBITS

##### 1. Financial Statements:

The following financial statements of OFS Credit Company, Inc. (the "Company" or the "Registrant") have been incorporated by reference in Part A of the Registration Statement:

[Statement of Assets and Liabilities as of October 31, 2023](#)

[Statement of Operations for the Year Ended October 31, 2023](#)

[Statements of Changes in Net Assets for the Years Ended October 31, 2023 and October 31, 2022](#)

[Statement of Cash Flows for the Year Ended October 31, 2023](#)

[Schedule of Investments as of October Schedule of Investments as of October 31, 2023](#)

[Notes to Financial Statements](#)

[Report of Independent Registered Public Accounting Firm](#)

##### 2. Exhibits:

- (a)(1) [Amended and Restated Certificate of Incorporation](#)<sup>(2)</sup>
- (a)(2) [Form of Certificate of Designation for the 6.125% Series C Term Preferred Stock](#)<sup>(9)</sup>
- (a)(3) [Form of Certificate of Designation for the 6.00% Series D Term Preferred Stock](#)<sup>(12)</sup>
- (a)(4) [Form of Certificate of Designation for the 5.25% Series E Term Preferred Stock](#)<sup>(13)</sup>
- (b) [Bylaws](#)<sup>(1)</sup>
- (c) Not applicable
- (d)(1) [Form of Common Stock Certificate](#)<sup>(2)</sup>
- (d)(2) [Specimen 6.125% Series C Term Preferred Stock Certificate](#)<sup>(9)</sup>
- (d)(3) [Specimen 6.00% Series D Term Preferred Stock Certificate](#)<sup>(12)</sup>
- (d)(4) [Specimen 6.25% Series E Term Preferred Stock Certificate](#)<sup>(13)</sup>
- (d)(5) [Form of Base Indenture](#)<sup>(4)</sup>
- (d)(6) [Statement of Eligibility of Trustee on Form T-1](#)<sup>(10)</sup>
- (d)(7) [Form of Subscription Agent Agreement](#)<sup>(3)</sup>
- (d)(8) [Form of Subscription Rights Certificate](#)<sup>(3)</sup>
- (e) [Dividend Reinvestment Plan](#)<sup>(2)</sup>
- (f) Not applicable
- (g) [Investment Advisory and Management Agreement by and between Registrant and OFS Capital Management, LLC](#)<sup>(17)</sup>
- (h)(1) [Form of Underwriting Agreement](#)<sup>(4)</sup>
- (h)(2) [Equity Distribution Agreement, dated as of January 24, 2020, by and among OFS Credit Company, Inc., OFS Capital Management, LLC, OFS Capital Services, LLC and Ladenburg Thalmann & Co. Inc.](#)<sup>(5)</sup>
- (h)(3) [Amendment No. 1, dated as of March 16, 2021, to the Equity Distribution Agreement, dated as of January 24, 2020, by and among OFS Credit Company, Inc., OFS Capital Management, LLC, OFS Capital Services, LLC and Ladenburg Thalmann & Co. Inc.](#)<sup>(6)</sup>
- (h)(4) [Amendment No. 2, dated as of April 22, 2021, to the Equity Distribution Agreement, as amended by Amendment No. 1 thereto, dated as of March 16, 2021, by and among OFS Credit Company, Inc., OFS Capital Management, LLC, OFS Capital Services, LLC and Ladenburg Thalmann & Co. Inc.](#)<sup>(8)</sup>

- (h)(5) [Amendment No. 3, dated as of June 8, 2021, to the Equity Distribution Agreement, as amended by Amendment No.1 thereto, dated as of March 16, 2021, and Amendment No.2, dated as April 22, 2021, of by and among OFS Credit Company, Inc., OFS Capital Management, LLC, OFS Capital Services, LLC and Ladenburg Thalmann & Co. Inc.](#)<sup>(12)</sup>
- (h)(6) [Amendment No. 4, dated as of December 7, 2021, to the Equity Distribution Agreement, as amended by Amendment No.1 thereto, dated as of March 16, 2021, Amendment No.2 thereto, dated as April 22, 2021, and Amendment No. 3 thereto, dated June 8, 2021, by and among OFS Credit Company, Inc., OFS Capital Management, LLC, OFS Capital Services, LLC and Ladenburg Thalmann & Co. Inc.](#)<sup>(13)</sup>
- (h)(7) [Amendment No. 5, dated as of August 15, 2023, to the Equity Distribution Agreement, as amended by Amendment No.1 thereto, dated as of March 16, 2021, Amendment No.2 thereto, dated as April 22, 2021, Amendment No. 3 thereto, dated June 8, 2021, and Amendment No. 4 thereto, dated December 7, 2021, by and among OFS Credit Company, Inc., OFS Capital Management, LLC, OFS Capital Services, LLC and Ladenburg Thalmann & Co. Inc.](#)<sup>(14)</sup>
- (h)(8) [Underwriting Agreement, dated as of March 26, 2021, by and among OFS Credit Company, Inc., OFS Capital Management, LLC, OFS Capital Services, LLC and National Securities Corporation, as representative of the underwriters named in Schedule I thereto](#)<sup>(7)</sup>
- (h)(9) [Underwriting Agreement, dated as of April 21, 2021, by and among OFS Credit Company, Inc., OFS Capital Management, LLC, OFS Capital Services, LLC and Ladenburg Thalmann & Co. Inc., as representatives of the underwriters named in Schedule I thereto](#)<sup>(9)</sup>
- (h)(10) [Underwriting Agreement, dated as of December 1, 2021, by and among OFS Credit Company, Inc., OFS Capital Management, LLC, OFS Capital Services, LLC and Ladenburg Thalmann & Co. Inc., as representatives of the underwriters named in Schedule I thereto](#)<sup>(13)</sup>
- (h)(11) [Amendment No. 6, dated as of June 12, 2024, to the Equity Distribution Agreement, as amended by Amendment No.1 thereto, dated as of March 16, 2021, Amendment No.2 thereto, dated as April 22, 2021, Amendment No. 3 thereto, dated June 8, 2021, Amendment No. 4 thereto, dated December 7, 2021, and Amendment No. 5 thereto, dated August 15, 2023, by and among OFS Credit Company, Inc., OFS Capital Management, LLC, OFS Capital Services, LLC, Ladenburg Thalmann & Co. Inc and Lucid Capital Markets LLC.](#)<sup>\*</sup>
- (i) Not applicable
- (j) [Custodian Agreement](#)<sup>(17)</sup>
- (k)(1) [Administration Agreement by and between Registrant and OFS Capital Services, LLC](#)<sup>(17)</sup>
- (k)(2) [License Agreement between Registrant and Orchard First Source Asset Management, LLC](#)<sup>(17)</sup>
- (k)(3) [Transfer Agency and Registrar Services Agreement](#)<sup>(17)</sup>
- (l) [Opinion and Consent of Counsel](#)<sup>(17)</sup>
- (l)(1) [Opinion and Consent of Counsel](#)<sup>\*</sup>
- (m) Not applicable
- (n)(1) [Consent of Independent Registered Public Accounting Firm with respect to Registrant](#)<sup>(18)</sup>
- (n)(2) [Report of Independent Registered Public Accounting Firm on the Senior Securities Table](#)<sup>(15)</sup>
- (n)(3) [Power of Attorney](#)<sup>(17)</sup>
- (o) Not applicable
- (p) [Form of Subscription Agreement](#)<sup>(2)</sup>
- (q) Not applicable
- (r) [Joint Code of Ethics of the Registrant and OFS Capital Management, LLC](#)<sup>(15)</sup>
- (s) [Calculation of Filing Fees Table](#)<sup>(16)</sup>

\* Filed Herewith.

- (1) Previously filed on June 22, 2018 with the Registrant's Registration Statement on Form N-2 (File Nos. 333-220794 and 811-23299) and incorporated by reference herein.
- (2) Previously filed on August 9, 2018 with the Registrant's Registration Statement on Form N-2 (File Nos. 333-220794 and 811-23299) and incorporated by reference herein.
- (3) Previously filed on August 1, 2019 with the Registrant's Registration Statement on Form N-2 (File Nos. 333-231738 and 811-23299) and incorporated by reference herein.
- (4) Previously filed on January 7, 2020 with the Registrant's Registration Statement on Form N-2 (File Nos. 333-234420 and 811-23299) and incorporated by reference herein.
- (5) Previously filed on January 24, 2020 with Post-Effective Amendment No. 1 to the Registrant's Registration Statement on Form N-2 (File Nos. 333-234420 and 811-23299) and incorporated by reference herein.

- (6) Previously filed on March 16, 2021 with Post-Effective Amendment No. 5 to the Registrant’s Registration Statement on Form N-2 (File Nos. 333-234420 and 811-23299) and incorporated by reference herein.
- (7) Previously filed on March 26, 2021 with Post-Effective Amendment No. 6 to the Registrant’s Registration Statement on Form N-2 (File Nos. 333-234420 and 811-23299) and incorporated by reference herein.
- (8) Previously filed on April 22, 2021 with Post-Effective Amendment No. 7 to the Registrant’s Registration Statement on Form N-2 (File Nos. 333-234420 and 811-23299) and incorporated by reference herein.
- (9) Previously filed on April 28, 2021 with Post-Effective Amendment No. 8 to the Registrant’s Registration Statement on Form N-2 (File Nos. 333-234420 and 811-23299) and incorporated by reference herein.
- (10) Previously filed May 7, 2021 with the Registrant’s Registration Statement on Form N-2 (File Nos. 333-255877 and 811-23299).
- (11) Previously filed June 4, 2021 with the Registrant’s Registration Statement on Form N-2 (File Nos. 333-255877 and 811-23299).
- (12) Previously filed on June 11, 2021 with Post-Effective Amendment No. 1 to the Registrant’s Registration Statement on Form N-2 (File Nos. 333-255877 and 811-23299) and incorporated by reference herein.
- (13) Previously filed on December 8, 2021 with Post-Effective Amendment No. 2 to the Registrant’s Registration Statement on Form N-2 (File Nos. 333-255877 and 811-23299) and incorporated by reference herein.
- (14) Previously filed on August 15, 2023 with Post-Effective Amendment No. 4 to the Registrant’s Registration Statement on Form N-2 (File Nos. 333-255877 and 811-23299) and incorporated by reference herein.
- (15) Previously filed on December 11, 2023 with the Registrant’s Annual Report on Form N-CSR (File Nos. 333-255877 and 811-23299).
- (16) Previously filed on March 8, 2024 with the Registrant’s Registration Statement on Form N-2 (File Nos. 333-27773 and 811-23299) and incorporated by reference herein.
- (17) Previously filed on May 17, 2024 with Pre-Effective Amendment No. 1 to the Registrant’s Registration Statement on Form N-2 (File Nos. 333-27773 and 811-23299) and incorporated by reference herein.
- (18) Previously filed on May 24, 2024 with Pre-Effective Amendment No. 2 to the Registrant’s Registration Statement on Form N-2 (File Nos. 333-27773 and 811-23299) and incorporated by reference herein.

## ITEM 26. MARKETING ARRANGEMENTS

The information contained under the heading “Plan of Distribution” in this Registration Statement is incorporated herein by reference.

## ITEM 27. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

SEC registration fee	\$	29,520	*
FINRA filing fee		30,500	*
Nasdaq listing fee		25,000	
Printing and postage		15,000	
Legal fees and expenses		75,000	
Accounting fees and expenses		50,000	
Miscellaneous		24,980	
Total	\$	<u>250,000</u>	

Note: All listed amounts are estimates.

\* This amount has been offset against filing fees associated with unsold securities registered under a previous registration statement.

## ITEM 28. PERSONS CONTROLLED BY OR UNDER COMMON CONTROL

The information contained under the heading “Management” in the prospectus contained herein and under the headings “Related-Party Transactions and Certain Relationships” and “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters” in [our most recent Annual Proxy Statement](#) are incorporated herein by reference.

## ITEM 29. NUMBER OF HOLDERS OF SECURITIES

The following table sets forth the number of record holders of each class of the Registrant’s securities as of June 11, 2024:

Title of Class	Number of Record Holders
Common stock, par value \$0.001 per share	3
Series C Term Preferred Stock, par value \$0.001 per share	1
Series D Term Preferred Stock, par value \$0.001 per share	1
Series E Term Preferred Stock, par value \$0.001 per share	1

## ITEM 30. INDEMNIFICATION

### Directors and Officers

As permitted by Section 102 of the General Corporation Law of the State of Delaware (the “DGCL”), the Registrant has adopted provisions in its Amended and Restated Certificate of Incorporation that limit or eliminate the personal liability of its directors for a breach of their fiduciary duty of care as a director. The duty of care generally requires that, when acting on behalf of the corporation, directors exercise an informed business judgment based on all material information reasonably available to them. Consequently, a director will not be personally liable to the Registrant or its stockholders for monetary damages or breach of fiduciary duty as a director, except for liability for: any breach of the director’s duty of loyalty to the Registrant or its stockholders; any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law; any act related to unlawful stock repurchases, redemptions or other distributions or payment of dividends; or any transaction from which the director derived an improper personal benefit. These limitations of liability do not affect the availability of equitable remedies such as injunctive relief or rescission.

The Registrant’s Amended and Restated Certificate of Incorporation and bylaws provide that all directors, officers, employees and agents of the Registrant shall be entitled to be indemnified by the Registrant to the fullest extent permitted by the DGCL, subject to the requirements of the Investment Company Act of 1940, as amended (the “1940 Act”). Under Section 145 of the DGCL, the Registrant is permitted to offer indemnification to its directors, officers, employees and agents.

Section 145(a) of the DGCL provides, in general, that a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), because the person is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of any other enterprise. Such indemnity may be against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and if, with respect to any criminal action or proceeding, the person did not have reasonable cause to believe the person’s conduct was unlawful.

Section 145(b) of the DGCL provides, in general, that a corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of any other enterprise, against any expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145(g) of the DGCL provides, in general, that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of any other enterprise, against any liability asserted against the person in any such capacity, or arising out of the person's status as such, regardless of whether the corporation would have the power to indemnify the person against such liability under the provisions of the law. We have obtained liability insurance for the benefit of our directors and officers.

#### **Adviser and Administrator**

The Investment Advisory Agreement provides that, absent willful misfeasance, bad faith or gross negligence in the performance of its duties or by reason of the reckless disregard of its duties and obligations, OFS Capital Management, LLC (the "Adviser") and its officers, managers, agents, employees, controlling persons, members and any other person or entity affiliated with it are entitled to indemnification from the Registrant for any damages, liabilities, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid in settlement) arising from the rendering of OFS Advisor's services under the Investment Advisory Agreement or otherwise as an Advisor of the Registrant.

The Administration Agreement provides that, absent willful misfeasance, bad faith or gross negligence in the performance of its duties or by reason of the reckless disregard of its duties and obligations, OFS Capital Services, LLC and its officers, managers, agents, employees, controlling persons, members and any other person or entity affiliated with it are entitled to indemnification from the Registrant for any damages, liabilities, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid in settlement) arising from the rendering of OFS Capital Services, LLC's services under the Administration Agreement or otherwise as administrator for the Registrant.

The law also provides for comparable indemnification for corporate officers and agents. Insofar as indemnification for liability arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The Registrant has entered into indemnification agreements with its directors. The indemnification agreements are intended to provide the Registrant's directors the maximum indemnification permitted under Delaware law and the 1940 Act. Each indemnification agreement provides that the Registrant shall indemnify the director who is a party to the agreement (an "Indemnitee"), including the advancement of legal expenses, if, by reason of his or her corporate status, the Indemnitee is, or is threatened to be, made a party to or a witness in any threatened, pending, or completed proceeding, other than a proceeding by or in the right of the Registrant.

#### **ITEM 31. BUSINESS AND OTHER CONNECTIONS OF INVESTMENT ADVISER**

A description of any other business, profession, vocation or employment of a substantial nature in which OFS Advisor, and each managing director, director or officer of OFS Advisor, is or has been during the past two fiscal years, engaged in for his or her own account or in the capacity of director, officer, employee, partner or trustee, is set forth in Part A of this Registration Statement in the sections entitled "Management." Additional information regarding the OFS Advisor and its officers and directors is set forth in its Form ADV, as filed with the SEC (File No. 801-71366), and is incorporated herein by reference.

#### **ITEM 32. LOCATION OF ACCOUNTS AND RECORDS**

All accounts, books, and other documents required to be maintained by Section 31(a) of the 1940 Act, and the rules thereunder are maintained at the offices of:

- (1) the Registrant, OFS Credit Company, Inc., 10 S. Wacker Drive, Suite 2500, Chicago, IL 60606;
- (2) the Transfer Agent, Equiniti Trust Company, LLC, 6201 15th Avenue, Brooklyn, NY 11219;
- (3) the Custodian, U.S. Bank National Association, 190 S. LaSalle Street, 8th Floor, Chicago, IL 60603;
- (4) OFS Advisor, OFS Capital Management, LLC, 10 S. Wacker Drive, Suite 2500, Chicago, IL 60606.

#### **ITEM 33. MANAGEMENT SERVICES**

Not applicable.

### ITEM 34. UNDERTAKINGS

- (1) Not applicable.
- (2) Not applicable.
- (3) Registrant undertakes:
  - a. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
    - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
    - (ii) to reflect in the prospectus any facts or events after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Filing Fees Table" in the effective registration statement; and
    - (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

*provided, however*, that paragraphs (a)(i), (ii) and (iii) of this section do not apply if the registration statement is filed pursuant to General Instruction A.2 of Form N-2 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference into the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b), that is part of the registration statement;

- b. that, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of those securities at that time shall be deemed to be the initial bona fide offering thereof;
- c. to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;
- d. that, for the purpose of determining liability under the Securities Act to any purchaser:
  - (i) if the Registrant is relying on Rule 430B:
    - (A) Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
    - (B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (x), or (xi) for the purpose of providing the information required by Section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration



statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(ii) if the Registrant is subject to Rule 430C: each prospectus filed pursuant to Rule 424(b) under the Securities Act as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

e. that for the purpose of determining liability of the Registrant under the Securities Act to any purchaser in the initial distribution of securities, the undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to the purchaser:

(i) any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424 under the Securities Act;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(iii) the portion of any other free writing prospectus or advertisement pursuant to Rule 482 under the Securities Act relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

(4) Registrant undertakes that:

- a. For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of the Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant under Rule 424(b)(1) under the Securities Act, shall be deemed to be part of this Registration Statement as of the time it was declared effective; and
- b. For purposes of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of the securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference into the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(6) Insofar as indemnification for liabilities arising under the Securities Act, may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the

payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act, and will be governed by the final adjudication of such issue.

- (7) Registrant undertakes to send by first class mail or other means designed to ensure equally prompt delivery, within two business days of receipt of a written or oral request, any prospectus or Statement of Additional Information.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, and the Investment Company Act of 1940, as amended, the Registrant has duly caused this Post-Effective Amendment No.1 to the Registration Statement on Form N-2 to be signed on its behalf by the undersigned, thereunto duly authorized, in Chicago, Illinois, on the 12th day of June 2024.

OFS Credit Company, Inc.

By: /s/ Bilal Rashid  
Name: Bilal Rashid  
Title: Chief Executive  
Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, and the Investment Company Act of 1940, as amended, this Post-Effective Amendment No.1 to the Registration Statement on Form N-2 has been signed by the following persons on behalf of the Registrant, and in the capacities and dates indicated

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Bilal Rashid</u> Bilal Rashid	Director and Chief Executive Officer (Principal Executive Officer)	June 12, 2024
<u>/s/ Jeffrey A. Cerny</u> Jeffrey A. Cerny	Director and Chief Financial Officer (Principal Financial Officer)	June 12, 2024
<u>/s/ Kyle Spina</u> Kyle Spina	Chief Accounting Officer (Principal Accounting Officer)	June 12, 2024
<u>*</u> Kathleen M. Griggs	Director	June 12, 2024
<u>*</u> Catherine M. Fitta	Director	June 12, 2024
<u>*</u> Romita Shetty	Director	June 12, 2024

\*Signed by Bilal Rashid pursuant to a power of attorney signed by each individual and filed with this Registration Statement.

## OFS CREDIT COMPANY, INC.

Common Stock (Par Value \$0.001 Per Share)

AMENDMENT NO. 6 TO  
EQUITY DISTRIBUTION AGREEMENT

This Amendment No. 6, dated June 12, 2024 (the “**Amendment**”), is to the Equity Distribution Agreement, dated January 24, 2020, by and among OFS Credit Company, Inc., a Delaware corporation (the “**Company**”), OFS Capital Management, LLC, a Delaware limited liability company (the “**Advisor**”), and OFS Capital Services, LLC, a Delaware limited liability company (the “**Administrator**” and, together with the Company and the Advisor, the “**OFS Entities**”), on the one hand, and Ladenburg Thalmann & Co. Inc. (the “**Placement Agent**”) on the other hand, as amended by Amendment No. 1 thereto, dated March 16, 2021, Amendment No. 2 thereto, dated April 22, 2021, Amendment No. 3 thereto, dated June 8, 2021, Amendment No. 4 thereto, dated December 7, 2021, and Amendment No. 5 thereto, dated August 15, 2023 (the “**Equity Distribution Agreement**”).

**WHEREAS**, the OFS Entities and the Placement Agent have entered into the Equity Distribution Agreement pursuant to which from time to time during the term of the Equity Distribution Agreement, on the terms and subject to the conditions set forth therein, the Company may issue and sell through the Placement Agent, acting as agent and/or principal, shares of the Company’s common stock, \$0.001 par value per share (the “**Shares**”), having an aggregate offering price of up to \$130,000,000; and

**WHEREAS**, the OFS Entities and the Placement Agent desire to amend the Equity Distribution Agreement to (i) add Lucid Capital Markets LLC as an additional placement agent (together, with the Placement Agent, the “**Placement Agents**”) and (ii) increase the aggregate offering price of the Shares that the Company may issue and sell through the Placement Agents, acting as agent and/or principal, from \$130,000,000 to \$150,000,000 (which amount shall include all of the Shares previously sold pursuant to the Equity Distribution Agreement to date), in each case effective on the date hereof.

**NOW THEREFORE**, in consideration of the mutual promises contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment, intending to be legally bound, hereby amend the Equity Distribution Agreement and agree as follows:

1. Amendment of Preamble. The first sentence of the first paragraph of the preamble to the Equity Distribution Agreement is replaced in its entirety with the following:

OFS Credit Company, Inc., a Delaware corporation (the “**Company**”), OFS Capital Management, LLC, a Delaware limited liability company (the “**Advisor**”), and OFS Capital Services, LLC, a Delaware limited liability company (the “**Administrator**” and, together with the Company and the Advisor, the “**OFS Entities**”), confirm their respective agreements (this “**Agreement**”) with and the appointment of Ladenburg Thalmann & Co. Inc. and Lucid Capital Markets LLC to act as placement agents (each a “**Placement Agent**” and collectively, the “**Placement Agents**”) in connection with the proposed issuance and sale of shares of common stock, par value \$0.001 per share (the “**Common Stock**”), of the Company (the “**Shares**”) from

time to time during the term of this Agreement having an aggregate offering price of up to \$150,000,000 (the “**Maximum Amount**”).

2. Amendment of Section 1. Section 1 of the Equity Distribution Agreement is amended and restated as follows:

SECTION 1. Placements.

Each time that the Company wishes to issue and sell the Shares hereunder (each, a “**Placement**”), it will notify a Placement Agent (the “**Designated Agent**”) by e-mail (or other method mutually agreed to in writing by the parties) containing the parameters in accordance with which it desires the Shares to be sold, which shall at a minimum include the number of Shares to be issued and sold (the “**Placement Securities**”), the time period during which sales are requested to be made, any limitation on the number of Shares that may be sold in any one day and any minimum price below which sales shall not be made (which minimum price shall not be less than the Company’s then current net asset value per share) (a “**Placement Notice**”), a form of which is attached hereto as Exhibit A. The Placement Notice shall originate from any of the individuals from the Company set forth on Exhibit B (with a copy to each of the other individuals from the Company listed on such schedule), and shall be directed to one of the individuals from the Designated Agent set forth on Exhibit B, as such Exhibit B may be amended from time to time (with a copy to each of the other individuals from the Designated Agent listed on such schedule).

If the Designated Agent wishes to accept such proposed terms included in the Placement Notice (which it may decline to do for any reason in its sole discretion) or, following discussion with the Company, wishes to accept amended terms, the Designated Agent will, prior to 4:30 p.m. (New York City Time) on the Trading Day following the Trading Day on which such Placement Notice is delivered to the Designated Agent, issue to the Company a notice by email (or other method mutually agreed to in writing by the parties) addressed to all of the individuals from the Company and the Designated Agent set forth on Exhibit B) setting forth the terms that the Designated Agent is willing to accept. Where the terms provided in the Placement Notice are amended as provided for in the immediately preceding sentence, such terms will not be binding on the Company or the Designated Agent until the Company delivers to the Designated Agent an acceptance by email (or other method mutually agreed to in writing by the parties) of all of the terms of such Placement Notice, as amended (the “**Acceptance**”), which email shall be addressed to all of the individuals from the Company and the Designated Agent set forth on Exhibit B. The Placement Notice (as amended by the corresponding Acceptance, if applicable) shall be effective upon receipt by the Company of the Designated Agent’s acceptance of the terms of the Placement Notice or upon receipt by the Designated Agent of the Company’s Acceptance, as the case may be, unless and until (i) the entire amount of the Placement Securities has been sold, (ii) the term period during which sales are requested to be made, if any, specified in the Placement Notice has expired, (iii) the Company or the Designated Agent terminates the Placement Notice in accordance with Section 2 below, (iv) the Company issues a subsequent Placement Notice to the Designated Agent with parameters superseding those on the earlier dated Placement Notice, (v) this Agreement has been terminated under the provisions of Section 10 or (vi) the Company or the Designated Agent party shall have suspended the sale of the Placement Securities in accordance with Section 3 below. The amount of any commission, discount or other compensation to be paid by the Company to the Designated Agent in connection with the sale of the Placement Securities shall be calculated in accordance with the terms set forth in Exhibit C. It

is expressly acknowledged and agreed that neither the Company nor any Designated Agent will have any obligation whatsoever with respect to a Placement or any Placement Securities unless and until the Company delivers a Placement Notice to such Designated Agent and either (i) the Designated Agent accepts the terms of such Placement Notice or (ii) where the terms of such Placement Notice are amended, the Company accepts such amended terms by means of an Acceptance pursuant to the terms set forth above, and then only upon the terms specified in the Placement Notice (as amended by the corresponding Acceptance, if applicable) and herein. In the event of a conflict between the terms of this Agreement and the terms of a Placement Notice (as amended by the corresponding Acceptance, if applicable), the terms of the Placement Notice (as amended by the corresponding Acceptance, if applicable) will control. For the purposes hereof, “**Business Day**” means any day other than a Saturday, Sunday or a day on which The Nasdaq Capital Market is closed or on which commercial banks located in New York City are required or authorized by law to close.

3. Amendment of Section 2. Section 2 of the Equity Distribution Agreement is amended by replacing all references to the term “Placement Agent” with the term “Designated Agent.”

4. Amendment of Section 3. Section 3 of the Equity Distribution Agreement is amended and restated as follows:

SECTION 3. Suspension of Sales.

The Company or the Designated Agent with respect to a Placement may, upon notice to the other party in writing (including by email correspondence to each of the individuals of the other party set forth on Exhibit B, if receipt of such correspondence is actually acknowledged by any of the individuals to whom the notice is sent, other than via auto-reply) or by telephone (confirmed immediately by verifiable facsimile transmission or email correspondence to each of the individuals of the other party set forth on Exhibit B), suspend or terminate any sale of the applicable Placement Securities; provided, however, that such suspension or termination shall not affect or impair either party’s obligations with respect to any Placement Securities sold hereunder in connection with such Placement prior to the receipt of such notice. Each of the parties agrees that no such notice under this Section 3 shall be effective against the other unless it is made to one of the individuals named on Exhibit B hereto, as such Exhibit may be amended from time to time.

5. Amendment of Section 7. Section 7(a)-(d) of the Equity Distribution Agreement is amended by replacing all references to the term “Placement Agent” with the term “Designated Agent.” Section 7 is further amended by adding the following Section 7(f) thereto:

(f) The Company agrees that any offer to sell, any solicitation of an offer to buy, or any sales of Placement Securities of the Company shall only be effected by or through only a single Designated Agent on any single given date, and in no event shall the Company request that more than one Placement Agent sell Securities on the same day; provided however that (i) the foregoing limitation shall not apply to (A) exercise of any option, warrant, right or any conversion privilege set forth in the instruction governing such securities and (B) sales solely to employees, directors or security holders of the Company or its subsidiaries, or to a trustee or other person acquiring such securities for the accounts of such person and (ii) such limitation shall not apply (x) on any day during which no sales are made pursuant to this Agreement or (y) during a period in which the Company has notified the Placement Agents that it will not sell Common

Stock under this Agreement and (1) no Placement Notice is pending or (2) after a Placement Notice has been withdrawn.

6. Amendment of Section 8. Section 8 of the Equity Distribution Agreement is amended as follows:

a. Clause (iii) of such Section is replaced with the following text:

(iii) the qualification for the offering and the sale of Placement Shares under state laws that the Company and the Designated Agent have mutually agreed are appropriate and the determination of their eligibility for investment under state law as aforesaid (including the reasonable legal fees and filing fees and other disbursements of counsel for the Designated Agent relating thereto and the printing and furnishing of copies of any blue sky surveys or legal investment surveys to the Designated Agent and to soliciting dealers),

b. Clause (ix) of such Section is replaced with the following text:

(ix) the fees and expenses of counsel to the Placement Agents in an aggregate amount not to exceed \$50,000 in connection with due diligence and the preparation of this Agreement and

7. Amendment of Section 9. Section 9(e) of the Equity Distribution Agreement is amended and restated as follows:

(e) Within five (5) Business Days of the Company filing with the Commission a Financial Metrics 424, the Company shall cause to be furnished to the Placement Agents a CFO Certificate certifying the information included in the Financial Metrics 424, in a form and substance satisfactory to the Placement Agent.

8. Amendment of Section 14. Section 14 of the Equity Distribution Agreement is amended and restated as follows:

SECTION 14. Notices.

Except as otherwise herein provided, all statements, requests, notices and agreements shall be in writing and:

(a) if to a Placement Agent, shall be sufficient in all respects if delivered to the Placement Agent at

(i) In the case of Ladenburg Thalmann & Co. Inc.: Ladenburg Thalmann & Co. Inc., 650 Fifth Avenue, 4<sup>th</sup> Floor, New York, New York 10019, Attention: Barry Steiner, with a copy to Dechert LLP, 1900 K Street NW, Washington DC 20006, Attention: Matthew J. Carter;

(ii) In the case of Lucid Capital Markets LLC: Lucid Capital Markets LLC, 570 Lexington Avenue, 40<sup>th</sup> Floor, New York, New York 10022, Attention: Steven Kaplan and Jeffery Caliva, with a copy to Dechert LLP, 1900 K Street NW, Washington DC 20006, Attention: Matthew J. Carter; and

(b) if to an OFS Entity, shall be sufficient in all respects if delivered to such OFS Entity at the offices of such OFS Entity at 10 S. Wacker Drive, Suite 2500, Chicago, Illinois 60606, Attention: Chief Executive Officer, with a copy to Eversheds Sutherland (US) LLP, 700 Sixth Street NW, Suite 700, Washington, DC 20001, Attention: Cynthia M. Krus.

9. Amendment to the Agreement. Except to the extent otherwise provided in this Amendment, the term “the Placement Agent” as used throughout the Agreement shall be replaced by the term “the Placement Agents”, “a Placement Agent”, “each Placement Agent” or “such Placement Agent” as the context so requires, and the term “Placement Agent’s” shall be replaced by the term “Placement Agents’.”

10. Amendments to the Exhibits and Schedules to the Agreement. Each of Exhibit A, Exhibit B, Exhibit C and Schedule 1 to the Agreement is replaced by the corresponding Exhibit or Schedule attached to this Amendment.

11. Waivers for Amendment; Consent; Certain Administrative Matters. Each of the OFS Entities and the Placement Agents by the execution of this Amendment, hereby consent to the amendments, modifications and supplements to the Equity Distribution Agreement contemplated herein. Each of the Placement Agents acknowledges and agrees that any written opinion required to be in form and substance satisfactory to it pursuant to Section 9 of the Agreement shall be deemed satisfactory if such opinion is substantially in the form of an opinion previously delivered pursuant to such Section.

12. No Other Amendments. Except for Amendment No. 1, dated March 16, 2021, Amendment No. 2, dated April 22, 2021, Amendment No. 3, dated June 8, 2021, Amendment No. 4, dated December 7, 2021, and Amendment No. 5, dated August 15, 2023, and as set forth above, no other amendments to the Equity Distribution Agreement are intended by the parties hereto, are made, or shall be deemed to be made, pursuant to this Amendment, and all provisions of the Equity Distribution Agreement, including all Exhibits thereto, unaffected by this Amendment shall remain in full force and effect.

13. Governing Law; Headings. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of laws principles. The section headings in this Agreement have been inserted as a matter of convenience of reference and are not a part of this Agreement.

14. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Equity Distribution Agreement.

15. Counterparts and Electronic Signatures. This Amendment may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. An electronic or facsimile signature shall constitute an original signature for all purposes.

*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, the parties have caused this Amendment No. 6 to Equity Distribution Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

Very truly yours,

OFS CREDIT COMPANY, INC.

By: /s/ Jeffrey A. Cerny

Name: Jeffrey A. Cerny

Title: Chief Financial Officer

OFS CAPITAL MANAGEMENT, LLC

By: /s/ Jeffrey A. Cerny

Name: Jeffrey A. Cerny

Title: Senior Managing Director

OFS CAPITAL SERVICES, LLC

By: /s/ Jeffrey A. Cerny

Name: Jeffrey A. Cerny

Title: Senior Managing Director

*[Signature Page to Amendment No. 6 to Equity Distribution Agreement]*

Accepted and agreed to as  
of the date first above written:

Ladenburg Thalmann & Co. Inc.

By: /s/ Barry Steiner  
Name: Barry Steiner  
Title: Co-CEO

*[Signature Page to Amendment No. 6 to Equity Distribution Agreement]*

Accepted and agreed to as  
of the date first above written:

Lucid Capital Markets LLC.

By: /s/ Jeffrey Caliva  
Name: Jeffrey Caliva  
Title: Managing Director

*[Signature Page to Amendment No. 6 to Equity Distribution Agreement]*

**Exhibit A**

Form of Placement Notice

From: [ ]

To: [ ]

Cc: [ ]

Date: [ ], 20[ ]

Ladies and Gentlemen:

Pursuant to the terms and subject to the conditions contained in the Equity Distribution Agreement by and among OFS Credit Company, Inc. (the "Company"), OFS Capital Management, LLC and OFS Capital Services, LLC and Ladenburg Thalmann & Co. Inc. and Lucid Capital Markets LLC ("Placement Agents") dated January 24, 2020 (as amended, the "Agreement"), I hereby request on behalf of the Company that Placement Agent sell up to [ ] shares (the "Placement Securities") of the Company's common stock, par value \$0.001 per share, at a minimum market price of \$[ ] per share.

The time period during which sales are requested to be made shall be [ ].

No more than [ ] shares may be sold in any one trading day.

[ADDITIONAL SALES PARAMETERS MAY BE ADDED, SUCH AS SPECIFIC DATES THE SHARES MAY NOT BE SOLD ON, THE MANNER IN WHICH SALES ARE TO BE MADE BY PLACEMENT AGENT, AND/OR THE CAPACITY IN WHICH PLACEMENT AGENT MAY ACT IN SELLING SHARES (AS PRINCIPAL, AGENT, OR BOTH)]

Sincerely,

[ ]

## **Exhibit B**

### **Ladenburg Thalmann & Co. Inc.**

Barry Steiner            [bsteiner@ladenburg.com](mailto:bsteiner@ladenburg.com)  
Mike Gideon            [mgideon@ladenburg.com](mailto:mgideon@ladenburg.com)  
Eric Novotny            [enovotny@ladenburg.com](mailto:enovotny@ladenburg.com)

### **Lucid Capital Markets LLC**

Steven Kaplan           [skaplan@lucidcm.com](mailto:skaplan@lucidcm.com)  
Jeffrey Caliva           [jcaliva@lucidcm.com](mailto:jcaliva@lucidcm.com)  
George Mangione       [gmangione@lucidcm.com](mailto:gmangione@lucidcm.com)  
William Clark           [wclark@lucidcm.com](mailto:wclark@lucidcm.com)  
Ken Brush                [kbrush@lucidcm.com](mailto:kbrush@lucidcm.com)

### **OFS Credit Company, Inc.**

Bilal Rashid             [brashid@ofsmanagement.com](mailto:brashid@ofsmanagement.com)  
Jeffrey A. Cerny        [jcerny@ofsmanagement.com](mailto:jcerny@ofsmanagement.com)  
Tod K. Reichert        [treichert@ofsmanagement.com](mailto:treichert@ofsmanagement.com)  
Glen Ostrander         [gostrander@ofsmanagement.com](mailto:gostrander@ofsmanagement.com)

## **Exhibit C**

### **Compensation**

The amount of any discount, commission or other compensation, exclusive of any expense reimbursement, to be paid by the Company to a Placement Agent shall be equal to the lesser of (i) 2.0% of the gross sales price per share from the sale of Placement Securities sold by such Placement Agent and (ii) the difference between the gross sale price per share from such sale of Placement Securities and the Company's most recently determined net asset value per share, with respect to any Placement Securities sold through such Placement Agent under the Equity Distribution Agreement.

**Schedule 1**

1. Registration Statement on Form N-2 (File Nos. 333-277773 and 811-23299)

June 12, 2024

OFS Credit Company, Inc.  
10 S. Wacker Drive, Suite 2500  
Chicago, Illinois 60606

Ladies and Gentlemen:

We have acted as counsel to OFS Credit Company, Inc., a Delaware corporation (the “**Company**”), in connection with the preparation and filing with the Securities and Exchange Commission (the “**Commission**”) of a registration statement on Form N-2 (File Nos. 333-277773 and 811-23299) (the “**Registration Statement**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), with respect to the offer, issuance and sale from time to time pursuant to Rule 415 under the Securities Act, of up to \$200,000,000 in aggregate offering amount of the following (collectively, the “**Securities**”):

- (a) shares of the Company’s common stock, par value \$0.001 per share (the “**Common Stock**”);
- (b) Shares of the Company’s preferred stock, par value \$0.001 per share;
- (c) subscription rights to purchase Common Stock; and
- (d) debt securities of the Company.

The Registration Statement provides that the Securities may be issued from time to time in amounts, at prices, and on terms to be set forth in one or more supplements to the final prospectus included in the Registration Statement at the time it becomes effective.

This opinion letter is rendered in connection with the issuance and sale from time to time of up to \$150,000,000 in aggregate offering amount of shares of Common Stock (the “**Shares**”), described in the prospectus supplement, dated as of June 12, 2024 (the “**Prospectus Supplement**”, and together with the base prospectus, dated as of May 29, 2024, included therein, the “**Prospectus**”), filed with the Commission pursuant to Rule 424 under the Securities Act. The Shares are to be sold by the Company pursuant to the equity distribution agreement, dated as of January 24, 2020, as amended by Amendment No. 1 thereto, dated as of March 16, 2021, by Amendment No. 2 thereto, dated as of April 22, 2021, by Amendment No. 3 thereto, dated as of June 8, 2021, by Amendment No. 4 thereto, dated as of December 7, 2021, by Amendment No. 5 thereto, dated as of August 15, 2023, and by Amendment No. 6 thereto, dated as of June 12, 2024 (the “**Distribution Agreement**”), by and among the Company, OFS Capital Management, LLC, and OFS Capital Services, LLC, on the one hand, and Ladenburg Thalmann & Co. Inc. and Lucid Capital Markets LLC, as placement agents, on the other hand.



As counsel to the Company, we have participated in the preparation of the Registration Statement and the Prospectus and have examined the originals or copies, certified or otherwise identified to our satisfaction as being true copies, of the following:

- (i) The Amended and Restated Certificate of Incorporation of the Company, certified as of a recent date by the Delaware Secretary of State (the “*Charter*”);
- (ii) The Bylaws of the Company, certified as of the date hereof by an officer of the Company (the “*Bylaws*”);
- (iii) The Distribution Agreement;
- (iv) A Certificate of Good Standing with respect to the Company issued by the Delaware Secretary of State as of a recent date (the “*Certificate of Good Standing*”); and
- (v) The resolutions adopted by the Board of Directors of the Company, or a duly authorized committee thereof, relating to, among other things, (i) the authorization and approval of the preparation and filing of the Registration Statement, (ii) the authorization, issuance, offer and sale of the Shares pursuant to the Registration Statement, and (iii) the execution and delivery of the Distribution Agreement, certified as of the date hereof by an officer of the Company (the “*Resolutions*”).

With respect to such examination and our opinions expressed herein, we have assumed, without any independent investigation or verification, (i) the genuineness of all signatures on all documents submitted to us for examination, (ii) the legal capacity of all natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to original documents of all documents submitted to us as conformed or reproduced copies and the authenticity of the originals of such copied documents, (v) that all certificates issued by public officials have been properly issued and (vi) the accuracy and completeness of all corporate records made available to us by the Company.

This opinion letter has been prepared, and should be interpreted, in accordance with customary practice followed in the preparation of opinion letters by lawyers who regularly give, and such customary practice followed by lawyers who on behalf of their clients regularly advise opinion recipients regarding, opinion letters of this kind.

As to certain matters of fact relevant to the opinions in this opinion letter, we have relied on certificates and/or representations of officers of the Company. We have also relied on certificates and confirmations of public officials. We have not independently established the facts, or in the case of certificates or confirmations of public officials, the other statements, so relied upon.

The opinions set forth below are limited to the effect of the Delaware General Corporation Law, as in effect on the date hereof, and we express no opinion as to the applicability or effect of any other laws of State of Delaware or the laws of any other jurisdictions. Without limiting the preceding sentence, we express no opinion as to any state securities or broker-dealer laws or regulations thereunder relating to the offer, issuance and sale of the Shares pursuant to the Registration Statement.

On the basis of, and subject to the foregoing, and subject to all of the assumptions, qualifications and limitations set forth in this opinion letter, and assuming that: (i) the Shares will have been delivered to, and fully paid for at the time of such delivery by, the purchasers thereof; (ii) upon issuance of the Shares, the total number of shares of Common Stock issued and outstanding does not exceed the total number of shares of Common Stock that the Company is then authorized to issue under the Charter; and (iii) the Certificate of Good Standing remains accurate, each of the Charter, the Bylaws and the Resolutions remain in effect, without amendment, and the

Registration Statement remains effective at the time of issuance, offer and sale of the Shares, we are of the opinion that the Shares have been duly authorized for issuance and, when issued and paid for in accordance with the terms and conditions of the Distribution Agreement, will be validly issued, fully paid and nonassessable.

The opinions expressed in this opinion letter (a) are strictly limited to the matters stated in this opinion letter, and without limiting the foregoing, no other opinions are to be inferred and (b) are only as of the date of this opinion letter, and we are under no obligation, and do not undertake, to advise the Company or any other person or entity either of any change of law or fact that occurs, or of any fact that comes to our attention, after the date of this opinion letter, even though such change or such fact may affect the legal analysis or a legal conclusion in this opinion letter.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm in the "Legal Matters" section in the Registration Statement. We do not admit by giving this consent that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

/s/ EVERSHEDES SUTHERLAND (US) LLP