

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): **November 25, 2024**

**T. Rowe Price OHA Select Private Credit Fund**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction of Incorporation)

**814-01561**  
(Commission File Number)

**88-6521578**  
(IRS Employer Identification No.)

**1 Vanderbilt Avenue, 16th Floor**  
**New York, NY**  
(Address of Principal Executive Offices)

**10017**  
(Zip Code)

Registrant's telephone number, including area code: **(212) 326-1500**

**N/A**  
(Former Name or Former Address, if Changed Since Last Report)

Securities registered pursuant to Section 12(b) of the Act:

**Title of each class**

**Trading Symbol(s)**

**Name of each exchange on which registered**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On November 25, 2024, T. Rowe Price OHA Select Private Credit Fund (the “Company”) entered into the Commitment Increase Agreement (the “Commitment Increase Agreement”), dated as of November 25, 2024, among the Company, JPMorgan Chase Bank, N.A. (“JPM”), as administrative agent, Barclays Bank PLC, as an increasing lender, The Bank of New York Mellon, as an increasing lender, and Wells Fargo Bank, National Association, as an increasing lender, pursuant to Section 2.08(e) of the Senior Secured Revolving Credit Agreement, dated as of November 15, 2022 (as amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among the Company, as borrower, the lenders party thereto, and JPM, as administrative agent for the lenders. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Credit Agreement.

The Commitment Increase Agreement provides for, among other things, an increase in the total aggregate commitments from lenders under the revolving credit facility governed by the Credit Agreement from \$665,000,000 to \$795,000,000. Pursuant to the accordion feature in the Credit Agreement, the aggregate amount of all Commitments thereunder may be further increased up to \$1,000,000,000.

The description above is only a summary of the material provisions of the Commitment Increase Agreement and is qualified in its entirety by reference to a copy of the Commitment Increase Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

**Item 7.01. Regulation FD Disclosure.**

On November 25, 2024, the Company declared regular and variable supplemental distributions per share for each class of its common shares of beneficial interest (the “Shares”) outstanding in the amounts per share set forth below:

	<b>Gross Distribution - Regular</b>	<b>Shareholder Servicing and/or Distribution Fee</b>	<b>Net Distribution - Regular</b>	<b>Variable Supplemental Distribution</b>	<b>Net Distribution - Total</b>
Class I Common Shares	\$ 0.2000	\$ -	\$ 0.2000	\$ 0.0300	\$ 0.2300
Class S Common Shares	\$ 0.2000	\$ 0.0197	\$ 0.1803	\$ 0.0300	\$ 0.2103

The regular and variable supplemental distributions for each class of Shares outstanding are payable on or about December 31, 2024 to Class I and Class S common shareholders of record as of November 29, 2024. The Company has adopted a distribution reinvestment plan that provides for the reinvestment of cash distributions. These distributions will be paid in cash or reinvested in Class I and Class S Shares of the Company for shareholders participating in the Company’s distribution reinvestment plan.

**Item 8.01. Other Events.*****Net Asset Value***

The net asset value (“NAV”) per share for Class I and Class S Shares of the Company as of October 31, 2024, as determined in accordance with the Company’s valuation policy, is \$27.78.

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As of October 31, 2024, the Company's aggregate NAV was \$1,129.5 million, the fair value of its investment portfolio was \$1,989.5 million, and it had principal debt outstanding of \$963.6 million, resulting in a debt-to-equity ratio of approximately 0.85 times.

### ***Status of Offering***

The Company is currently publicly offering on a continuous basis up to \$2.5 billion in Shares (the "Offering"). The following table lists the approximate Shares issued and total consideration for the Offering and in connection with private placements of Shares as of the date of this filing (through the November 1, 2024 subscription date). The Company intends to continue selling Shares in the Offering on a monthly basis. The table below does not include Shares sold through the Company's distribution reinvestment plan.

	<b>Common Shares Issued</b>	<b>Total Consideration (in \$ millions)</b>
Class I Shares	39,685,670	\$ 1,086.3
Class S Shares	1,360,497	\$ 38.0

### **Item 9.01. Financial Statements and Exhibits.**

(d) *Exhibits.*

<a href="#">10.1</a>	Commitment Increase Agreement, dated as of November 25, 2024, by and among T. Rowe Price OHA Select Private Credit Fund, as Borrower, the lenders party thereto and JPMorgan Chase Bank, N.A. as Administrative Agent.
104	Cover page interactive data file (formatted as Inline XBRL)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, T. Rowe Price OHA Select Private Credit Fund has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 26, 2024

**T. Rowe Price OHA Select Private Credit Fund**

By: /s/ Gerard Waldt

Name: Gerard Waldt

Title: Chief Financial Officer

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## COMMITMENT INCREASE AGREEMENT

November 25, 2024

JPMorgan Chase Bank, N.A., as Administrative Agent  
500 Stanton Christiana Road  
NCC 5, Floor 1  
Newark, DE 19713-2107  
Attention: Loan & Agency Services Group

Ladies and Gentlemen:

We refer to the Senior Secured Revolving Credit Agreement dated as of November 15, 2022 (as amended by that certain Amendment No. 1 dated as of August 29, 2023, as further amended by that certain Amendment No. 2 dated as of June 27, 2024 and as further amended, modified or supplemented from time to time, the "Credit Agreement"); the terms defined therein being used herein as therein defined) among T. Rowe Price OHA Select Private Credit Fund (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for said Lenders. You have advised us that the Borrower has requested in a letter dated November 25, 2024 (the "Increase Request") from the Borrower to the Administrative Agent that the aggregate amount of the Commitments be increased on the terms and subject to the conditions set forth herein.

A. Commitment Increase. Pursuant to Section 2.08(e) of the Credit Agreement, (i) The Bank of New York Mellon and Wells Fargo Bank, National Association, each hereby agree to provide additional Multicurrency Commitments and (ii) Barclays Bank PLC hereby agrees to provide additional Dollar Commitments (each an "Increasing Lender"), each in the amount set forth opposite the name of such Increasing Lender listed in Schedule I hereto, such Commitments to be effective as of the Increase Date (as defined in the Increase Request); provided, that the Administrative Agent shall have received a duly executed officer's certificate from the Borrower which shall be dated as of the Increase Date and in substantially the form of Exhibit I hereto.

B. Confirmation of Increasing Lenders. Each Increasing Lender agrees that from and after the Increase Date, its additional Commitment set forth in Schedule I hereto shall be included in its Commitment and be governed for all purposes by the Credit Agreement and the other Loan Documents.

C. Counterparts. This Commitment Increase Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Commitment Increase Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures (including, for the avoidance of doubt, electronic signatures utilizing the DocuSign platform) or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

D. Governing Law. This Commitment Increase Agreement shall be construed in accordance with and governed by the law of the State of New York. Sections 9.09 and 9.10 of the Credit Agreement are incorporated herein by reference *mutatis mutandis*.

E. Miscellaneous. This Commitment Increase Agreement shall be deemed a "Loan Document" as such term is defined in Section 1.01 of the Credit Agreement.

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Very truly yours,

INCREASING LENDER

**BARCLAYS BANK PLC**

By: /s/ Craig J. Malloy

Name: Craig J. Malloy

Title: Director

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INCREASING LENDER

**THE BANK OF NEW YORK MELLON**

By: /s/ Grant Barr

Name: Grant Barr

Title: Senior Vice President

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INCREASING LENDER

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: /s/ Grant Woetzel

Name: Grant Woetzel

Title: Vice President

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Accepted and agreed:

**T. ROWE PRICE OHA SELECT PRIVATE CREDIT FUND**

By: /s/ Gregory S. Rubin  
Name: Gregory S. Rubin  
Title: Vice President

Acknowledged and agreed:

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

By: /s/ Alevtina Dudyreva  
Name: Alevtina Dudyreva  
Title: Vice President

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## SCHEDULE I

<b>Increasing Lender</b>	<b>Commitment Increase</b>
Barclays Bank PLC	\$40,000,000 (Dollar)
The Bank of New York Mellon	\$15,000,000 (Multicurrency)
Wells Fargo Bank, National Association	\$75,000,000 (Multicurrency)

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## OFFICER'S CERTIFICATE

November 25, 2024

JPMorgan Chase Bank, N.A., as Administrative Agent  
500 Stanton Christiana Road  
NCC 5, Floor 1  
Newark, DE 19713-2107  
Attention: Loan & Agency Services Group

Ladies and Gentlemen:

On behalf of T. Rowe Price OHA Select Private Credit Fund (the "Borrower"), I, Gregory S. Rubin as Vice President of the Borrower, refer to the Senior Secured Revolving Credit Agreement dated as of November 15, 2022 (as amended by that certain Amendment No.1 dated as of August 29, 2023, as further amended by that certain Amendment No. 2 dated as of June 27, 2024 and as further amended, modified or supplemented from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined) among the Borrower, the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for said Lenders. I also refer to the letter dated November 25, 2024 (the "Increase Request") from the Borrower to the Administrative Agent, requesting that the aggregate amount of the Commitments be increased as set forth therein on the Increase Date (as defined in the Increase Request).

With respect to the Increase Request, I hereby certify in my capacity as an authorized officer of the Borrower and not in any individual capacity that each of the conditions to the related Commitment Increase (as defined in each applicable Increase Request) set forth in Sections 2.08(e)(i)(B), (D) and (E) of the Credit Agreement have been satisfied as of the date hereof.

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Very truly yours,

**T. ROWE PRICE OHA SELECT PRIVATE CREDIT FUND**

By: /s/ Gregory S. Rubin

Name: Gregory S. Rubin

Title: Vice President

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