

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): **October 10, 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
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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*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 October 10, 2024, T. Rowe Price OHA Select Private Credit Fund (the “Company”) entered into the Commitment Increase Agreement (the “Commitment Increase Agreement”), dated as of October 10, 2024, among the Company, as borrower, JPMorgan Chase Bank, N.A. (“JPM”), as an increasing lender, administrative agent, swingline lender and an issuing bank, BNP Paribas, as an increasing lender, Canadian Imperial Bank of Commerce, as an increasing lender, State Street Bank and Trust Company, as an increasing lender and as a swingline lender, Bank of America, N.A., as an assuming lender, and Barclays Bank PLC, as a swingline lender and an issuing bank, 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 \$475,000,000 to \$665,000,000. 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 2.03. Creation of Direct Financial Obligation

The information included under Item 1.01 above regarding the Commitment Increase Agreement is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

[10.1](#) Commitment Increase Agreement, dated as of October 10, 2024, by and among T. Rowe Price OHA Select Private Credit Fund, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, and the issuing banks and lenders party thereto.
104 Cover page interactive data file (formatted as Inline XBRL)

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.

T. Rowe Price OHA Select Private Credit Fund

Date: October 15, 2024

By: /s/ Gerard Waldt
Name: Gerard Waldt
Title: Chief Financial Officer

COMMITMENT INCREASE AGREEMENT

October 10, 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 October 10, 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, (x) (i) JPMorgan Chase Bank, N.A., BNP Paribas and State Street Bank and Trust Company, each hereby agree to provide additional Multicurrency Commitments and (ii) Canadian Imperial Bank of Commerce hereby agrees to provide additional Dollar Commitments (each an "Increasing Lender") and (y) Bank of America, N.A. (the "Assuming Lender") hereby agrees to provide new Multicurrency Commitments, each in the amount set forth opposite the name of such Increasing Lender or Assuming 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. Confirmation of Assuming Lender. The Assuming Lender (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement, (ii) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender or Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, and (iii) acknowledges and agrees that, from and after the Increase Date, the making of the associated Multicurrency Commitments shall be governed for all purposes by the Credit Agreement and the other Loan Documents.

D. 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.

E. Consent of Administrative Agent, Swingline Lenders and Issuing Banks. The Administrative Agent and each of the undersigned Issuing Banks and Swingline Lenders consent to the Commitment Increase and the execution of this Commitment Increase Agreement by the Assuming Lenders.

F. 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*.

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

Very truly yours,

INCREASING LENDER

JPMORGAN CHASE BANK, N.A.

By: /s/ Alevtina Dudyreva

Name: Alevtina Dudyreva

Title: Vice President

INCREASING LENDER

BNP PARIBAS

By: /s/ Joanna Leathers

Name: Joanna Leathers

Title: Managing Director

By: /s/ Chris Sharp

Name: Chris Sharp

Title: Managing Director

INCREASING LENDER

CANADIAN IMPERIAL BANK OF COMMERCE

By: /s/ Kathryn Lagroix

Name: Kathryn Lagroix

Title: Managing Director

INCREASING LENDER

STATE STREET BANK AND TRUST COMPANY

By: /s/ Stephen Lynch

Name: Stephen Lynch

Title: Vice President

ASSUMING LENDER

BANK OF AMERICA, N.A.

By: /s/ Sidhima Daruka

Name: Sidhima Daruka

Title: Director

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, Swingline Lender and Issuing Bank

By: /s/ Alevtina Dudyreva

Name: Alevtina Dudyreva

Title: Vice President

STATE STREET BANK AND TRUST COMPANY,

as a Swingline Lender

By: /s/ Stephen Lynch

Name: Stephen Lynch

Title: Vice President

BARCLAYS BANK PLC,

as a Swingline Lender and Issuing Bank

By: /s/ Joseph Tauro

Name: Joseph Tauro

Title: Assistant Vice President

Increasing Lender	Commitment Increase
JPMorgan Chase Bank, N.A.	\$40,000,000 (Multicurrency)
BNP Paribas	\$40,000,000 (Multicurrency)
Canadian Imperial Bank of Commerce	\$40,000,000 (Dollar)
State Street Bank and Trust Company	\$40,000,000 (Multicurrency)

Assuming Lender	Commitment Increase
Bank of America, N.A.	\$30,000,000 (Multicurrency)

OFFICER'S CERTIFICATE

October 10, 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 October 10, 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.

Very truly yours,

T. ROWE PRICE OHA SELECT PRIVATE CREDIT FUND

By: /s/ Gregory S. Rubin

Name: Gregory S. Rubin

Title: Vice President
