

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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): **May 20, 2024** (May 14, 2024)

CION Investment Corporation
(Exact Name of Registrant as Specified in Charter)

Maryland

(State or Other Jurisdiction of Incorporation)

000-54755

(Commission File Number)

45-3058280

(I.R.S. Employer Identification No.)

**100 Park Avenue, 25th Floor
New York, New York 10017**

(Address of Principal Executive Offices)

(212) 418-4700

(Registrant's telephone number, including area code)

Not applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.001 per share	CION	The New York Stock Exchange

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 May 14, 2024, 34th Street Funding, LLC (“34th Street”), a wholly-owned, special purpose financing subsidiary of CION Investment Corporation (“CION”), entered into a Third Amendment to Third Amended and Restated Loan and Security Agreement (the “Third Amendment”) with JPMorgan Chase Bank, National Association (“JPM”), as lender and administrative agent, U.S. Bank Trust Company, National Association, as collateral agent and collateral administrator, U.S. Bank National Association, as securities intermediary, and CION Investment Management, LLC, CION’s investment adviser, as portfolio manager.

Under the Third Amendment, the reinvestment period was extended from May 15, 2024 to June 17, 2024 as a bridge to the parties entering into a broader amendment to the JPM credit facility. No other material terms of the JPM credit facility were revised in connection with the Third Amendment.

The foregoing description of the Third Amendment as set forth in this Item 1.01 is a summary only and is qualified in all respects by the provisions of such agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated by reference herein.

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

The information in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

[10.1 Third Amendment to Third Amended and Restated Loan and Security Agreement, dated as of May 14, 2024, by and among 34th Street Funding, LLC, JPMorgan Chase Bank, National Association, U.S. Bank Trust Company, National Association, U.S. Bank National Association and CION Investment Management, LLC.](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CION Investment Corporation

Date: May 20, 2024

By: /s/ Michael A. Reisner
Co-Chief Executive Officer

THIRD AMENDMENT TO THIRD AMENDED AND RESTATED LOAN AGREEMENT

This Third Amendment to the Third Amended and Restated Loan Agreement (this "Amendment"), dated as of May 14, 2024, is entered into by and among 34TH STREET FUNDING, LLC (the "Company"), JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as lender (the "Lender") and administrative agent (the "Administrative Agent"), U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in interest to U.S. Bank National Association, as collateral agent (in such capacity, the "Collateral Agent") and collateral administrator (in such capacity, the "Collateral Administrator"); U.S. BANK NATIONAL ASSOCIATION, as securities intermediary (in such capacity, the "Securities Intermediary") and CION INVESTMENT MANAGEMENT, LLC, as portfolio manager (the "Portfolio Manager"). Reference is hereby made to the Third Amended and Restated Loan Agreement, dated as of February 26, 2021 (as amended by the First Amendment, dated as of March 28, 2022 and as amended by the Second Amendment, dated as of May 15, 2023, the "Loan Agreement"), among the Company, the Lender, the Administrative Agent, the Collateral Agent, the Securities Intermediary, the Portfolio Manager and the Collateral Administrator. Capitalized terms used herein without definition shall have the meanings assigned thereto in the Loan Agreement.

WHEREAS, the parties hereto are parties to the Loan Agreement;

WHEREAS, the parties hereto desire to amend the terms of the Loan Agreement in accordance with Section 10.05 thereof as provided for herein; and

ACCORDINGLY, the Loan Agreement is hereby amended as follows:

SECTION 1. AMENDMENTS TO THE LOAN AGREEMENT.

The definition of "Reinvestment Period" is hereby deleted in its entirety and replaced with the following:

"Reinvestment Period" means the period beginning on, and including, the Third Amended and Restated Effective Date and ending on, but excluding, the earliest of (i) June 17, 2024, (ii) the date on which a Market Value Event occurs, (iii) the date on which the principal amount of the Advances is irrevocably reduced to zero as a result of one or more prepayments and the Financing Commitments are irrevocably terminated, (iv) the date on which an Event of Default occurs and (v) the date on which the investment period of the Parent terminates."

SECTION 2. MISCELLANEOUS.

(a) The parties hereto hereby agree that, except as specifically amended herein, the Loan Agreement is and shall continue to be in full force and effect and is hereby ratified and confirmed in all respects. Except as specifically provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party hereto under the Loan Agreement, or constitute a waiver of any provision of any other agreement.

(b) THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(c) This Amendment may be executed in any number of counterparts by facsimile or other written form of communication, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

(d) This Amendment shall be effective as of the date of this Amendment first written above.

(e) The Collateral Agent, Collateral Administrator and Securities Intermediary assume no responsibility for the correctness of the recitals contained herein, and the Collateral Agent, Collateral Administrator and Securities Intermediary shall not be responsible or accountable in any way whatsoever for or with respect to the validity, execution or sufficiency of this Amendment and makes no representation with respect thereto. In entering into this Amendment, the Collateral Agent, Collateral Administrator and Securities Intermediary shall be entitled to the benefit of every provision of the Loan Agreement relating to the conduct or affecting the liability of or affording protection to the Collateral Agent, Collateral Administrator and Securities Intermediary, including their right to be compensated, reimbursed and indemnified, whether or not elsewhere herein so provided. The Administrative Agent, by its signature hereto, authorizes and directs the Collateral Agent, Collateral Administrator and Securities Intermediary to execute this Amendment.

(f) (i) Each of the Portfolio Manager and the Company hereby certifies (solely as to itself) that all of its representations and warranties set forth in Section 6.01 of the Agreement are true and correct (or with respect to such representations and warranties which by their terms contain materiality qualifiers, shall be true and correct in all material respects), in each case on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct (or with respect to such representations and warranties which by their terms contain materiality qualifiers, shall be true and correct in all material respects) as of such earlier date and (ii) the Company hereby certifies that, as of the date hereof, no Event of Default has occurred and is continuing, no Market Value Event has occurred and the Borrowing Base Test is satisfied.

SECTION 3. CONDITIONS TO EFFECTIVENESS.

The effectiveness of this Amendment is conditioned upon: (i) payment (to the extent invoiced) of outstanding fees of each Lender and any invoiced outstanding fees and disbursements of the Administrative Agent (if any) and (ii) delivery of executed signature pages by all parties hereto to the Administrative Agent.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

34TH STREET FUNDING, LLC, as Company

By /s/ Michael A. Reisner

Name: Michael A. Reisner

Title: co-CEO

CION INVESTMENT MANAGEMENT, LLC, as Portfolio Manager

By /s/ Michael A. Reisner

Name: Michael A. Reisner

Title: co-CEO

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By /s/ James Greenfield
Name: James Greenfield
Title: Managing Director

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Lender

By /s/ James Greenfield
Name: James Greenfield
Title: Managing Director

[Signature page to Third Amendment to Amended and Restated Loan Agreement]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as
Collateral Agent

By /s/ Ralph J. Creasia, Jr.
Name: Ralph J. Creasia, Jr.
Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION, as Securities Intermediary

By /s/ Ralph J. Creasia, Jr.
Name: Ralph J. Creasia, Jr.
Title: Senior Vice President

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as
Collateral Administrator

By /s/ Ralph J. Creasia, Jr.
Name: Ralph J. Creasia, Jr.
Title: Senior Vice President

[Signature page to Third Amendment to Amended and Restated Loan Agreement]
