
**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): June 22, 2026

Ridgepost Capital, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other Jurisdiction
of Incorporation)

001-40937
(Commission
File Number)

87-2908160
(IRS Employer
Identification No.)

2699 Howell Street, Suite 1000
Dallas, Texas 75204
(Address of principal executive offices and Zip Code)

(214) 865-7998
(Registrant's telephone number, including area code)

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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.001 par value per share	RPC	New York Stock Exchange NYSE Texas, Inc.

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 2.01 Completion of Acquisition or Disposition of Assets.

On June 22, 2026 (the “Closing Date”), Ridgepost Capital, LLC, a Delaware limited liability company (“Ridgepost LLC”) and a subsidiary of Ridgepost Capital, Inc., a Delaware corporation (the “Company”), completed its previously announced acquisition (the “Acquisition”) of all the issued and outstanding equity interests of Stellus Capital Management, LLC, a Delaware limited liability company (“Stellus”) in accordance with the terms and conditions of the previously announced interest purchase agreement, dated February 4, 2026, between Ridgepost LLC, certain entities (together, the “Sellers”) affiliated with Stellus, and certain direct and indirect equityholders of Stellus (the “Purchase Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings provided for such terms in the Purchase Agreement.

The consideration paid at the closing of the Acquisition consisted of \$125,000,000 in cash (subject to customary adjustments for working capital, cash, indebtedness and transaction expenses of Stellus as of the closing), 11,191,149 Class A membership units representing limited liability company interests of Ridgepost LLC (“Units”) and 579,096 shares of the Company’s par value \$0.001 Class A Common Stock (“Class A Common Stock”). Subject to certain conditions, the Units are exchangeable into shares of Class A Common Stock on a one-for-one basis, pursuant to that certain Exchange Agreement entered into on August 25, 2022, by and among Ridgepost LLC, the Company and the other signatory parties thereto, to which the Sellers became parties via joinder (such Exchange Agreement, as modified by the joinder, the “Exchange Agreement”). Shares of Class A Common Stock beneficially held by the Sellers (including following an exchange of Units in accordance with the Exchange Agreement) will be subject to a restricted period during which the holder cannot offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose thereof, directly or indirectly. The restricted period terminates as follows: (i) with respect to one-third of the Class A Common Stock held by such stockholder, on the first anniversary of the Closing Date; (ii) with respect to two-thirds of the Class A Common Stock held by such stockholder, on the second anniversary of the Closing Date; and (iii) with respect to all of the Class A Common Stock held by such stockholder, on the third anniversary of the Closing Date. The Sellers will also have certain registration rights as members of Ridgepost LLC.

In addition, subject to certain conditions, up to an additional \$60,000,000 in consideration (an “Earnout Payment”) may be payable based on the financial performance of Stellus during fiscal years 2027 and 2029 (with payments, if earned, to be made in 2028 and 2030, respectively). Any Earnout Payment shall be paid in Units or Class A Common Stock, subject to potential reduction in accordance with the terms of the Purchase Agreement, provided that, at the Sellers’ option, up to 50% of any Earnout Payment (or a greater percentage in the event the number of Units or Class A Common Stock otherwise issuable would, together with the Units and Class A Common Stock issued at closing, equal or exceed 20% of the outstanding shares of Parent Common Stock (as defined in the Purchase Agreement) as of the date of the Purchase Agreement) shall be paid in cash in U.S. dollars. The number of Units or Class A Common Stock (as applicable) to be issued pursuant to the preceding sentence will be calculated based on the volume weighted average price of the Class A Common Stock on the New York Stock Exchange for the 20 consecutive trading days ending on and including the trading day that is three trading days prior to the applicable Earnout Payment date. Similar to Units comprising the closing consideration, any Units received as an Earnout Payment may be exchanged into shares of Class A Common Stock on a one-for-one basis pursuant to the Exchange Agreement, which such Class A Common Stock beneficially held by the Sellers will be subject to an 18-month lock-up (and the other restrictions described above), with one-third of such Class A Common Stock being released from lock-up every six-month period following the issuance. The Earnout Payment is subject to acceleration in certain limited circumstances set forth in the Purchase Agreement.

The Company financed the upfront cash consideration for the Acquisition with cash on hand and borrowings under its existing credit facility.

The Units issued in connection with the Acquisition, and any shares of Class A Common Stock issuable upon exchange thereof, have been or will be issued pursuant to an exemption from registration under Section 4(a)(2) of the Securities Act of 1933, as amended.

The above descriptions of the Purchase Agreement and the Exchange Agreement do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Purchase Agreement and the Exchange Agreement, which were included as [Exhibit 2.1](#) and [Exhibit 10.1](#), respectively, to the Company’s Current Report on Form 8-K filed on February 5, 2026 and are incorporated herein by reference.

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

In connection with the closing of the Acquisition, on June 18, 2026, Ridgepost LLC drew down \$139,000,000 on the revolving credit facility under its Credit Agreement (as defined below) to fund the cash consideration paid at the closing of the Acquisition as described in Item 2.01 of this Current Report on Form 8-K, as well as other general corporate needs.

Prior to the closing, Ridgepost LLC, as borrower, the Company, the other Guarantors, the Agent and JPMorgan Chase Bank, N.A. as additional lender (the “Additional Lender”), entered into an Increase Agreement, dated as of June 11, 2026 (the “Increase Agreement”), pursuant to which the Additional Lender increased the aggregate revolving commitments by \$20,000,000 from \$175,000,000 to \$195,000,000 under that certain Amended and Restated Credit Agreement, dated as of August 1, 2024 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Ridgepost LLC, as borrower, the

Company and certain of its direct and indirect subsidiaries as guarantors (collectively, the “Guarantors”), the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacity, the “Agent”). All other material terms of the Credit Agreement remain unmodified and in full force and effect. As of June 22, 2026, after giving effect to the Increase Agreement and borrowings in connection with the closing of the Acquisition, Ridgepost LLC had approximately \$14,000,000 available for borrowing under the revolving credit facility.

The foregoing description of the Increase Agreement is only a summary and is qualified in its entirety by reference to the full text of the Increase Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated by reference in response to this Item 3.02.

Item 7.01 Regulation FD Disclosure.

On June 22, 2026, the Company issued a press release announcing the closing of the Acquisition. A copy of the press release issued by the Company is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed “filed” for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that Section, nor shall it be deemed subject to the requirements of amended Item 10 of Regulation S-K, nor shall it be deemed incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, regardless of any general incorporation language in such filing. The furnishing of this information hereby shall not be deemed an admission as to the materiality of any such information.

Forward-Looking Statements

This report may contain forward-looking statements based on our beliefs and assumptions and on information currently available to us. Forward-looking statements can be identified by words such as “anticipates,” “intends,” “plans,” “seeks,” “believes,” “estimates,” “expects” and similar references to future periods, or by the inclusion of forecasts or projections. Examples of forward-looking statements include, but are not limited to, statements we make regarding the outlook for our and/or Stellus’ future business and financial performance, estimated operational metrics, business strategy and plans and objectives of management for future operations, including, among other things, statements regarding the Acquisition.

Forward-looking statements are based on our current expectations and assumptions regarding our and/or Stellus’ business, the economy and other future conditions. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. As a result, actual results may differ materially from those contemplated by the forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include the inability to recognize the anticipated benefits of the Acquisition on the anticipated timeline or at all; purchase price adjustments; unexpected costs related to the Acquisition and the integration of the Stellus business and operations; our ability to manage growth and execute our business plan; our increased outstanding indebtedness as a result of the Acquisition; and regional, national or global political, economic, business, competitive, market and regulatory conditions and uncertainties, among various other risks.

These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements and risk factors discussed from time to time in the Company’s filings with the SEC, including, but not limited to, those described under the section entitled “Risk Factors” in our Annual Report on Form 10-K filed with the SEC on February 27, 2026 and subsequent filings with the SEC, which can be found at the SEC’s website at <http://www.sec.gov>.

For the reasons described above, we caution you against relying on any forward-looking statements, which should also be read in conjunction with the other cautionary statements that are included elsewhere in this report. Any forward-looking statement made by us in this report speaks only as of the date on which we make it. Factors or events that could cause actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law. No recipient should, therefore, rely on these forward-looking statements as representing the views of the Company or its management as of any date subsequent to the date of this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired

The financial statements required by this item are not being filed herewith. To the extent such information is required by this item, it will be filed with the Securities and Exchange Commission (the "SEC") by amendment to this Current Report on Form 8-K no later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information

The pro forma financial information required by this item is not being filed herewith. To the extent such information is required by this item, it will be filed with the SEC by amendment to this Current Report on Form 8-K no later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits

Exhibit No.	Description
2.1*	<u>Interest Purchase Agreement, dated February 4, 2026, by and among SCM Holdings GP, LLC, Stellus Capital Management Holdings, L.P., P10 Intermediate Holdings LLC, Robert T. Ladd, Joshua T. Davis, Dean A. D'Angelo and W. Todd Huskinson (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed on February 5, 2026).</u>
10.1	<u>Exchange Agreement, dated August 25, 2022, by and among P10, Inc., P10 Holdings Inc., P10 Intermediate Holdings LLC, and the other signatories thereto (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed on August 26, 2022).</u>
10.2	<u>Increase Agreement, dated as of June 11, 2026, by and among Ridgepost Capital, LLC, Ridgepost Capital, Inc. and the other guarantors party thereto, and JPMorgan Chase Bank, N.A., as Agent and as the Additional Lender.</u>
99.1	<u>Press Release, dated June 22, 2026.</u>
104	Cover Page Interactive Data File(formatted as inline XBRL)

* Schedules and certain exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. Ridgepost Capital, Inc. hereby undertakes to furnish supplemental copies of any of the omitted schedules and exhibits upon request by the SEC.

SIGNATURE

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

Ridgepost Capital, Inc.

Date: June 22, 2026

By: s/ Amanda Coussens
Name: Amanda Coussens
Title: Chief Financial Officer

*Execution Version***INCREASE AGREEMENT**

INCREASE AGREEMENT, dated as of June 11, 2026 (this "Agreement"), to the Amended and Restated Credit Agreement, dated as of August 1, 2024 (as amended, supplemented or otherwise modified prior to giving effect to this Amendment, the "Existing Credit Agreement" and, as amended pursuant to this Amendment, the "Amended Credit Agreement"), by and among RIDGEPOST CAPITAL, INC., a Delaware corporation (f/k/a P10, INC.) (the "Parent"), RIDGEPOST CAPITAL, LLC, a Delaware limited liability company (f/k/a P10 INTERMEDIATE HOLDINGS LLC) (the "Borrower"), the Guarantors party thereto from time to time, the Lenders party thereto from time to time and JPMORGAN CHASE BANK, N.A., as administrative agent and collateral agent (in such capacity, the "Agent"), is entered into by and among the Borrower, the Parent, each other Loan Party, the Agent and the Additional Lender (as defined below). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Existing Credit Agreement.

WHEREAS, pursuant to Section 2.18(a) of the Existing Credit Agreement, the Borrower may request an increase in the existing Revolving Commitments of any Class;

WHEREAS, this Agreement shall constitute the required notice contemplated by Section 2.18(a) of the Existing Credit Agreement that the Borrower is requesting to increase the existing Class of Revolving Commitments by an aggregate amount equal to \$20.0 million (the "Increased Revolving Commitments") pursuant to Section 2.18(a) of the Existing Credit Agreement, with the Increased Revolving Commitments to be provided in the amounts and by the Lender set forth on Schedule I on the Increase Effective Date (as defined below);

WHEREAS, the proceeds of the Increased Revolving Commitments will be used on and after the Increase Effective Date as permitted by Section 3.2(d) of the Existing Credit Agreement;

WHEREAS, the Lender listed on Schedule I hereto (in such capacity, the "Additional Lender") has agreed to make the Increased Revolving Commitments available on the terms set forth herein;

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Increase.

(a) On the Increase Effective Date, the Increased Revolving Commitment of the Additional Lender shall become effective in the amount set forth opposite the Additional Lender's name on Schedule I

I. For the avoidance of doubt, the Increased Revolving Commitments shall constitute part of the same Class of Commitments as the Revolving Commitments that were outstanding as of the Restatement Effective Date.

(b) To the extent any Revolving Advances or Letters of Credit are outstanding on the Increase Effective Date, each of the Lenders having a Revolving Commitment prior to the Increase Effective Date (the "Revolving Pre-Increase Lenders") shall assign to the Additional Lender, and the Additional Lender shall purchase from each Revolving Pre-Increase Lender, at the principal amount thereof, such interests in the Revolving Advances and participation interests in Letters of Credit on such Increase Effective Date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Revolving Advances and participation interests in Letters of Credit will be held by Revolving Pre-Increase Lenders and the Additional Lender ratably in accordance with their Pro Rata Share of such Class after giving effect

to such Increased Revolving Commitments.

Section 2. Representations and Warranties. The Borrower represents and warrants as of the date hereof that:

(a) The representations and warranties of Loan Parties contained in the Existing Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the Increase Effective Date (provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further that, any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct in all respects on such respective dates); and

(b) No Unmatured Event of Default or Event of Default shall have occurred and be continuing on the Increase Effective Date or shall result from the entry into and effectiveness of this Agreement on the Increase Effective Date.

Section 3. [Reserved].

Section 4. [Reserved].

Section 5. Conditions. The Increased Revolving Commitments shall become effective on the first date (the “Increase Effective Date”) on which each of the following conditions have been satisfied (or waived in accordance with Section 11.2 of the Existing Credit Agreement):

(a) The Agent shall have received executed counterparts of this Agreement from the Borrower, each Guarantor and the Additional Lender.

(b) The representations and warranties of Loan Parties contained herein, in the Existing Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the Increase Effective Date (provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further that, any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct in all respects on such respective dates);

(c) No Unmatured Event of Default or Event of Default has occurred and is continuing on the Increase Effective Date or would result from the entry into and effectiveness of this Agreement on the Increase Effective Date; and

(d) The Borrower has paid the Upfront Fee (as defined below) to the Agent for the account of the Additional Lender.

Section 6. Upfront Fee. The Borrower agrees to pay to Agent, for the account of the Additional Lender, a non-refundable upfront fee (the “Upfront Fee”) in an amount equal to the product of (x) 0.217% multiplied by (y) the aggregate amount of Increased Revolving Commitments provided by the Additional Lender on the Increase Effective Date. The Upfront Fee shall be fully earned as of, and due and payable on, the Increase Effective Date, if the Increase Effective Date occurs.

Section 7. [Reserved].

Section 8. Counterparts; Electronic Execution; Governing Law, Jurisdiction; Waiver of Right to Trial by Jury; No Fiduciary Duties. The provisions in Sections 11.6, 11.7, 11.8, 11.9 and 11.17 of the Existing Credit Agreement are incorporated herein by reference *mutatis mutandis*.

Section 9. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 10. Effect of Agreement; Reaffirmation.

- (a) This Agreement shall constitute a Loan Document for all purposes under the Credit Agreement and the other Loan Documents. Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agent under the Existing Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other provision of the Existing Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. This Agreement shall not constitute a novation of the Existing Credit Agreement or any of the Loan Documents or serve to effect a novation of the obligations outstanding under the Existing Credit Agreement or instruments guaranteeing or securing the same, which instruments shall remain and continue in full force and effect.
- (b) Each Loan Party hereby (i) acknowledges that it has reviewed the terms and provisions of the Existing Credit Agreement and this Agreement and consents to this Agreement and the Increased Revolving Commitments, (ii) agrees that the Additional Lender is a “Lender” and “Secured Party” for all purposes under the Loan Documents to which such Loan Party is a party. Each Loan Party hereby confirms that each Loan Document to which it is a party or otherwise bound, all Liens created thereunder and all Collateral encumbered thereby will continue to guarantee or secure, as the case may be, to the fullest extent possible in accordance with the Loan Documents the payment and performance of all “Obligations” under each of the Loan Documents to which it is a party (in each case as such terms are defined in the applicable Loan Document (as amended hereby)). Each Loan Party acknowledges and agrees that any of the Loan Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Agreement or the Increased Revolving Commitments.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

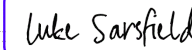
RIDGEPOST CAPITAL, LLC

Signed by:

By: 
Name: Luke Sarsfield III
Title: Chief Executive Officer

RIDGEPOST CAPITAL, INC.

Signed by:

By: 
Name: Luke Sarsfield III
Title: Chief Executive Officer


RIDGEPOST CAPITAL HOLDINGS, INC.

Signed by:

By: 
Name: Luke Sarsfield III
Title: Chief Executive Officer

RIDGEPOST CAPITAL ADVISORS, LLC

Signed by:

By: 
Name: Amanda Coussens
Title: Chief Financial Officer


TRIDENT ECG HOLDINGS LLC

Signed by:

By: 
Name: Luke Sarsfield III
Title: Chief Executive Officer

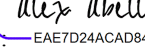
ENHANCED CAPITAL GROUP, LLC

DocuSigned by:

By: 
Name: Michael Korengold
Title: President

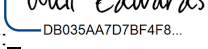
RIDGEPOST CAPITAL RCP HOLDCO LLC

Signed by:

By: 
Name: Alexander Abell
Title: Vice President

FIVE POINTS CAPITAL LLC

DocuSigned by:

By: 
Name: S. Whitfield Edwards
Title: President

TRUEBRIDGE CAPITAL PARTNERS LLC

DocuSigned by:
By: *Dominic Hong*
Name: Dominic Hong
Title: Treasurer and Secretary

WESTECH INVESTMENT ADVISORS LLC

Signed by:
By: *Luke Sarsfield*
Name: Luke Sarsfield III
Title: Manager

RCP ADVISORS 2, LLC

Signed by:
By: *Alex Abell*
Name: Alexander Abell
Title: Vice President

RCP ADVISORS 3, LLC

Signed by:
By: *Alex Abell*
Name: Alexander Abell
Title: Vice President

HARK CAPITAL ADVISORS LLC

Signed by:
By: *Luke Sarsfield*
Name: Luke Sarsfield III
Title: Manager

BONACCORD CAPITAL ADVISORS LLC

Signed by:
By: *Luke Sarsfield*
Name: Luke Sarsfield III
Title: Manager

ENHANCED PAX CREDIT FINANCE, LLC

Signed by:
By: *Michael Korengold*
Name: Michael Korengold
Title: President

ENHANCED ASSET MANAGEMENT, LLC

Signed by:
By: *Michael Korengold*
Name: Michael Korengold
Title: President

ENHANCED CAPITAL CONSULTING, LLC

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By: *Michael Korengold*
Name: Michael Korengold
Title: President

ENHANCED CAPITAL HTC MANAGER, LLC

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By: *Michael Korengold*
Name: Michael Korengold
Title: President

ENHANCED CAPITAL RETC MANAGER, LLC

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By: *Michael Korengold*
Name: Michael Korengold
Title: President

ENHANCED TAX CREDIT LENDING, LLC

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By: *Michael Korengold*
Name: Michael Korengold
Title: President

ENHANCED CAPITAL TAX CREDIT MANAGER, LLC

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Name: Michael Korengold
Title: President

ENHANCED CAPITAL RURAL MANAGER, LLC

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Name: Michael Korengold
Title: President

ENHANCED CAPITAL IMPACT LENDING, LLC

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By: *Michael Korengold*
Name: Michael Korengold
Title: President

ENHANCED RACE FINANCE, LLC

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By: *Michael Korengold*
Name: Michael Korengold
Title: President

EC STATES TAX CREDIT FUND II, LLC

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By: *Michael Korengold*
Name: Michael Korengold
Title: President

ENHANCED PUERTO RICO, LLC

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By: *Michael Korengold*
Name: Michael Korengold
Title: President

ENHANCED COMMUNITY DEVELOPMENT, LLC

DocuSigned by:
By: *Michael Korengold*

Name: Michael Korengold
Title: President

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JPMO 
the Age Name: Alevtina Andryeva

By:

Title: Executive Director

[Signature Page to Increase Agreement]

SCHEDULE I

Additional Lender	Increased Revolving Commitments
JPMorgan Chase Bank, N.A.	\$20,000,000
TOTAL	\$20,000,000

Ridgepost Capital Completes Acquisition of Stellus Capital Management, a Leading U.S. Direct Lender Specializing in the Lower-Middle Market

DALLAS, June 22, 2026 — Ridgepost Capital, Inc. (NYSE: RPC) (“Ridgepost” or “Ridgepost Capital”) today announced it has completed its previously announced acquisition of Stellus Capital Management, LLC (“Stellus”), a leading U.S. direct lender focused on the lower-middle market with approximately \$4 billion in assets under management. Stellus will continue to be managed by its current partners who will lead day-to-day operations, including investment decisions and investment committee processes.

“Closing the Stellus transaction marks another significant milestone in Ridgepost’s strategy to partner with leading specialized investment managers operating in the middle and lower-middle market,” said Luke Sarsfield, Ridgepost Capital Chairman and Chief Executive Officer. “This acquisition is a natural fit with Ridgepost’s lower-middle market GP ecosystem, creating growth opportunities and further differentiating our investment strategies. Stellus’ longstanding operating history and track record will meaningfully enhance our private credit capabilities, underpinned by a shared philosophy of investment excellence and long-term value creation for clients.”

“We are pleased to join Ridgepost’s leading alternatives platform and begin this next phase of growth together,” said Robert Ladd, Managing Partner of Stellus. “Ridgepost’s broad and collaborative platform, extensive sponsor relationships, and commitment to partnership strengthen our ability to originate attractive investment opportunities across our BDCs and private funds. We are confident this combination offers access to expertise and insights from complementary investment managers, allowing us to better meet the evolving needs of our investors.”

Based in Houston, TX, Stellus is an established direct lending platform that provides senior-secured loans to sponsor-backed, lower-middle market companies in the U.S. With \$3.8 billion in assets under management as of March 31, 2026, including \$2.6 billion in fee-paying AUM, more than 70% of its fee-related revenue is generated from permanent capital vehicles. Stellus’ senior team has been investing together for over 22 years and has deployed in excess of \$10.5 billion of capital across over 375 companies during that time.

Kirkland & Ellis LLP and Troutman Pepper Locke LLP served as legal advisors to Ridgepost Capital.

Goldman, Sachs & Co. acted as exclusive financial advisor and Eversheds Sutherland (US) LLP and Winston & Strawn LLP served as legal advisors to Stellus.

About Ridgepost Capital

Ridgepost Capital (NYSE: RPC) is a leading private markets solutions provider with over \$45 billion in assets under management as of March 31, 2026. Ridgepost Capital invests across



Private Equity, Private Credit, and Venture Capital in access-constrained strategies, with a focus on the middle and lower-middle market. Ridgepost Capital's products have a global investor base and aim to deliver compelling risk-adjusted returns. For additional information, please visit www.ridgepostcapital.com.

About Stellus Capital Management

Stellus is one of the longest tenured direct lenders specializing in senior secured, sponsor-backed loans in the lower-middle market. Formed within the D.E. Shaw Group in 2004, Stellus spun out in 2012 and today manages approximately \$4 billion across various investment vehicles, including closed-end institutional funds, a public BDC (NYSE: SCM), and a perpetual private BDC. Stellus is a single strategy firm, and its founding partners have been investing together in the lower-middle market for 22+ years with a track record of over \$10.5 billion deployed across more than 375 transactions and over 200 unique private equity sponsors since inception. Stellus is headquartered in Houston, TX with offices in the Washington, D.C. area and Charlotte, NC. Stellus is a strategy of Ridgepost Capital, Inc. (NYSE: RPC), a diversified, multi-asset investment platform. Learn more at www.stelluscapital.com.

Forward-Looking Statements

Some of the statements in this press release may constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995. Words such as "will," "expect," "believe," "estimate," "continue," "anticipate," "intend," "plan" and similar expressions are intended to identify these forward-looking statements. Forward-looking statements discuss management's current expectations and projections relating to our financial position, results of operations, plans, objectives, future performance, and business. The inclusion of any forward-looking information in this release should not be regarded as a representation that the future plans, estimates, or expectations contemplated will be achieved. Forward-looking statements reflect management's current plans, estimates, and expectations, and are inherently uncertain. All forward-looking statements are subject to known and unknown risks, uncertainties, assumptions and other important factors that may cause actual results to be materially different, including risks related to: global and domestic market and business conditions; successful execution of business and growth strategies; regulatory factors relevant to our business; changes in our tax status; our ability to maintain our fee structure; our ability to attract and retain key employees; our ability to manage our obligations under our debt agreements; our ability to make acquisitions and successfully integrate the businesses we acquire, including Stellus Capital Management, LLC; assumptions relating to our operations, financial results, financial condition, business prospects and growth strategy; the timing and amount of any share repurchases; and our ability to manage the effects of events outside of our control. The foregoing list of factors is not exhaustive. For more information regarding these risks and uncertainties as well as additional risks that we face, you should refer to the "Risk Factors" included in our annual report on Form 10-K for the year ended December 31, 2025, filed with the U.S. Securities and Exchange Commission ("SEC") on February 27, 2026 and in our subsequent reports filed from time to time with the SEC, including our Form 10-Q for the fiscal quarter ended March 31, 2026, filed with the SEC on May 8, 2026. The forward-looking statements included in this release are made only as of the date hereof. We undertake no obligation to update or revise any forward-looking statement as a result of new information or future events, except as otherwise required by law.



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