

**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 4, 2020 (May 26, 2020)

Crescent Capital BDC, Inc.

(Exact name of registrant as specified in its charter)

Maryland
(State or Other Jurisdiction of
Incorporation or Organization)

814-01132
(Commission
File Number)

47-3162282
(I.R.S. Employer
Identification No.)

**11100 Santa Monica Blvd., Suite 2000, Los
Angeles, CA**
(Address of Principal Executive Offices)

90025
(Zip Code)

Registrant's Telephone Number, Including Area Code: (310) 235-5900

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 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	CCAP	The Nasdaq Stock Market LLC

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

Common Stock, par value \$0.001 per share
(Title of class)

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 8.01. Other Events.

On May 26, 2020, Crescent Capital BDC, Inc., a Maryland corporation (the “Company”) provided notice to its registered stockholders that are participants in the Company’s dividend reinvestment plan that Broadridge Corporate Issuer Solutions, Inc. (“Broadridge”) will replace State Street Bank and Trust Company (“State Street”) as the Company’s plan administrator under its dividend reinvestment plan (the “Plan”). In connection with the change in plan administrator, the Company expects to update the Plan effective June 26, 2020 to, among other things, (i) reflect that Broadridge will replace State Street as the Company’s plan administrator under the Plan and (ii) amend the notice requirements for amendments to the Plan. The change in plan administrator is in connection with the Company’s change in transfer agent from State Street to Broadridge that became effective May 22, 2020. When the updated Plan becomes effective June 26, 2020, it will apply to dividends paid thereafter.

Broadridge may be contacted via telephone at 1-877-830-4936 or 1-720-378-5591 or at the following addresses:

Regular Mail

Broadridge Shareholder Services
c/o Broadridge Corporate Issuer Solutions
PO Box 1342
Brentwood, NY 11717-071

Overnight Mail

Broadridge Shareholder Services
c/o Broadridge Corporate Issuer Solutions
1155 Long Island Avenue
Edgewood, NY 11717-8309
Attn: IWS

Descriptions of the updated Plan in this current report are qualified in their entirety by reference to a copy of such document that is filed as Exhibit 99.1 to this current report and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>
99.1	<u>Dividend Reinvestment Plan, effective as of June 26, 2020</u>

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

CRESCENT CAPITAL, BDC, INC.

Date: June 4, 2020

By: /s/ George P. Hawley

Name: George P. Hawley

Title: Secretary

**DIVIDEND REINVESTMENT PLAN OF
CRESCENT CAPITAL BDC, INC.**

Crescent Capital BDC, Inc., a Delaware corporation (the "Corporation"), has adopted the following plan (the "Plan"), to be administered by Broadridge Corporate Issuer Solutions, Inc. (the "Plan Administrator"), with respect to dividends and other distributions declared by the Corporation's Board of Directors (the "Board of Directors") on shares of its common stock, par value \$0.001 per share (the "Common Stock").

Participation in the Plan requires no action on the part of a stockholder, and a stockholder who does not wish to participate must "opt out" of the Plan. Notwithstanding anything to the contrary set forth in the Plan, the elections of any stockholder who "opted in" or "opted out" of the Plan prior to the listing of the Common Stock on The Nasdaq Stock Market LLC (the "Listing") shall remain effective after the Listing.

A stockholder who participates in the Plan, either by (i) having elected to "opt in" to the Plan prior to the Listing or (ii) electing to not "opt out" of the Plan following the Listing (each a "Participant"), will be subject to the terms below.

1. All cash dividends or other distributions hereafter declared by the Board of Directors, net of any applicable withholding tax, shall be automatically reinvested in additional shares of Common Stock, and no action shall be required on such Participant's part to receive a distribution in Common Stock.

2. Such distributions shall be payable on such date or dates as may be fixed from time to time by the Board of Directors to stockholders of record at the close of business on the record date established by the Board of Directors for the distribution involved. The Corporation generally expects for the record date to be the last calendar day of each calendar quarter and the payment date to be the end of the first month of the subsequent quarter, subject to the discretion of the Board of Directors.

3. With respect to each distribution pursuant to this Plan, the Corporation reserves the right, subject to the provisions of applicable law to either issue new shares of Common Stock or to make open market purchases of its shares for the accounts of Participants. If the Corporation issues new shares to Participants, the number of shares of Common Stock to be issued to a Participant is determined by dividing the total dollar amount of the distribution payable to such stockholder by the market price per share of Common Stock at the close of regular trading on the applicable stock exchange on the date of such distribution subject to the adjustments described below. The market price per share of Common Stock on a particular date shall be the closing price for such shares on the applicable stock exchange on such date or, if no sale is reported for such date, at the average of their reported bid and asked prices. However, if the market price per share exceeds the most recently computed net asset value per share, the Corporation shall issue shares at the greater of (i) the most recently computed net asset value per share and (ii) 95% of the current market price per share (or such lesser discount to the current market price per share that still exceeds the most recently computed net asset value per share). If the Corporation determines to make open market purchase of its shares for the accounts of Participants, the purchase price for such shares shall be set to the average weighted price for all shares purchased for Plan participants with respect to such distribution.

4. The Plan Administrator shall establish an account for shares of Common Stock acquired pursuant to the Plan for each Participant. The Plan Administrator shall hold each Participant's shares, together with the shares of other Participants, in non-certificated form. The Plan Administrator shall not issue share certificates to any Participant.

5. The Plan Administrator shall confirm to each Participant each acquisition made pursuant to the Plan as soon as practicable but not later than 30 business days after the payable date. Each Participant may from time to time have an undivided fractional interest (computed to three decimal places) in a share of Common Stock, and distributions on fractional shares shall be credited to each Participant's account. In the event of termination of a Participant's account under the Plan, the Plan Administrator shall adjust for any such undivided fractional interest in cash at the market value of the shares of Common Stock at the time of termination determined in accordance with Paragraph 3 hereof.

6. In the event that the Corporation makes available to its stockholders rights to purchase additional shares or other securities, the shares held by the Plan Administrator for each Participant under the Plan shall be added to any other shares held by the Participant in calculating the number of rights to be issued to the Participant. Transaction processing may be either curtailed or suspended until the completion of any stock dividend, stock split or corporate action.

7. The Plan Administrator's service fee, if any, and expenses for administering the Plan shall be paid for by the Corporation. Except as explicitly provided herein, there will be no brokerage charges or other charges to Participants.

8. Each Participant may elect to receive an entire distribution in cash by notifying the Plan Administrator in writing so that such notice is received by the Plan Administrator no later than the record date for such distribution to stockholders.

9. Each Participant may terminate the Participant's account under the Plan by so notifying the Plan Administrator by submitting a letter of instruction terminating the Participant's account under the Plan to Crescent Capital BDC, Inc., care of the Plan Administrator at the addresses set forth below:

Regular Mail

Broadridge Shareholder Services
c/o Broadridge Corporate Issuer Solutions
PO Box 1342
Brentwood, NY 11717-071

Overnight Mail

Broadridge Shareholder Services
c/o Broadridge Corporate Issuer Solutions
1155 Long Island Avenue
Edgewood, NY 11717-8309
Attn: IWS

Such termination shall be effective immediately if the Participant's notice is received by the Plan Administrator at least 10 days prior to any record date for a distribution to stockholders; otherwise, such termination shall be effective only with respect to any subsequent distribution. The Plan may be terminated by the Corporation upon notice in writing mailed to each Participant at least 30 days prior to any record date for the payment of any dividend by the Corporation.

10. Upon any termination, the Plan Administrator shall cause the shares of Common Stock held for the Participant under the Plan to be delivered to the Participant unless the Participant requests that all or part of the whole shares credited to the Participant's account in the Plan be sold. The Participant may make such a request by providing notice to the Plan Administrator as set forth in [Section 9](#). If a Participant makes such a request, the sale shall be made for the Participant by the Plan Administrator (through a registered broker-dealer (which may be an affiliate of Plan Administrator)) as soon as practicable after the request is received. The participant shall receive the proceeds from such sale, less any applicable transfer taxes, provided that the Plan Administrator shall be authorized to deduct a transaction fee of up to \$15.00 and a brokerage commission of up to \$0.10 per share from the proceeds.

11. These terms and conditions may be amended or supplemented by the Corporation at any time but, except when necessary or appropriate to comply with applicable law or the rules or policies of the Securities and Exchange Commission or any other regulatory authority, only by mailing to each Participant appropriate written notice at least 30 days prior to the effective date thereof. The amendment or supplement shall be deemed to be accepted by each Participant unless, prior to the effective date thereof, the Plan Administrator receives written notice of the termination of the Participant's account under the Plan. Any such amendment may include an appointment by the Plan Administrator in its place and stead of a successor agent under these terms and conditions, with full power and authority to perform all or any of the acts to be performed by the Plan Administrator under these terms and conditions. Upon any such appointment of any agent for the purpose of receiving distributions, the Corporation shall be authorized to pay to such successor agent, for each Participant's account, all distributions payable on shares of the Corporation held in the Participant's name or under the Plan for retention or application by such successor agent as provided in these terms and conditions.

12. The Plan Administrator shall at all times act in good faith and use its best efforts within reasonable limits to ensure its full and timely performance of all services to be performed by it with respect to purchases and sales of the Corporation's Common Stock under this Plan and to comply with applicable law, but assumes no responsibility and shall not be liable for loss or damage due to errors unless such error is caused by the Plan Administrator's negligence, bad faith or willful misconduct or that of its employees or agents.

13. These terms and conditions shall be governed by the laws of the State of New York.