

**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 28, 2025

SURO CAPITAL CORP.
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of
incorporation)

1-35156
(Commission File Number)

27-4443543
(I.R.S. Employer Identification No.)

**640 Fifth Avenue
12th Floor
New York, NY 10019**
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(212) 931-6331**

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:	Name of each exchange on which registered:
Common Stock, par value \$0.01 per share	SSSS	Nasdaq Global Select Market
6.00% Notes due 2026	SSSSL	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 and effective May 29, 2025, SuRo Capital Corp. (the “Company”) entered into Amendment No. 2 to the Second Amended and Restated Employment Agreement with Mark D. Klein, the Company’s Chairman, Chief Executive Officer and President (the “Amended Klein Employment Agreement”), and Amendment No. 3 to the Second Amended and Restated Employment Agreement with Allison Green, the Company’s Chief Financial Officer, Chief Compliance Officer, Treasurer and Corporate Secretary (the “Amended Green Employment Agreement,” and together with the Amended Klein Employment Agreement, the “Amended Agreements”). Certain material terms of the Amended Agreements are described below in Item 5.02, which descriptions are incorporated by reference into this Item 1.01.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On and effective May 29, 2025, the Company entered into the Amended Agreements with Mr. Klein and Ms. Green. The Amended Agreements modified the terms of the Second Amended and Restated Employment Agreements of each of Mr. Klein and Ms. Green, dated April 26, 2021 (such agreements, collectively and as previously amended, the “Prior Employment Agreements”), to extend the terms of each by three years to December 31, 2029 and to provide the Board with greater discretion over any annual bonuses to be awarded under the Amended Agreements by establishing target amounts, rather than pre-established limits. Other than the foregoing, no other material terms of the Prior Employment Agreements have changed. For a description of the material terms of the Prior Employment Agreements, please refer to the Company’s Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on April 28, 2021, and the Company’s definitive proxy statement filed with the U.S. Securities and Exchange Commission on April 11, 2025.

The foregoing descriptions of the Amended Klein Employment Agreement and the Amended Green Employment Agreement are qualified in their entirety by reference to the text of such agreements, respectively, which are attached hereto as exhibits and incorporated by reference herein.

Item 5.07. Submission of Matters to a Vote of Security Holders.

On May 28, 2025, Company held its 2025 annual meeting of stockholders (the “Annual Meeting”). At the Annual Meeting, the Company’s stockholders voted on the following three proposals and cast their votes as described below.

1. A proposal to re-elect two members to the board of directors of the Company, Ronald M. Lott and Marc Mazur, each of whom will serve for a term of three years expiring at the 2025 annual meeting of stockholders or until his successor is duly elected and qualified, as described in the Company’s proxy materials for the Annual Meeting. This proposal was approved by the Company’s stockholders based on the following votes taken in connection therewith:

Director	Votes For	Votes Withheld	Broker Non-Votes
Ronald M. Lott	6,951,596	957,473	7,478,575
Marc Mazur	7,028,029	881,040	7,478,575

2. A proposal to approve, on an advisory basis, the compensation of the Company’s named executive officers, as described in the Company’s proxy materials for the Annual Meeting. This proposal was approved by the Company’s stockholders based on the following votes taken in connection therewith:

For	Against	Abstain	Broker Non-Votes
7,089,990	686,429	132,650	7,478,575

3. A proposal to recommend, on an advisory basis, the frequency of an advisory vote to approve the compensation of the Company's named executive officers, as described in the Company's proxy materials for the Annual Meeting. This proposal was approved by the Company's stockholders based on the following votes taken in connection therewith:

One (1) Year	Two (2) Years	Three (3) Years	Abstain
7,060,239	293,365	359,911	195,554

4. A proposal to approve the amendment and restatement of the Amended Equity Incentive Plan (the "Second Amended Equity Incentive Plan"), as described in the Company's proxy materials for the annual meeting. This proposal was approved by the Company's stockholders based on the following votes taken in connection therewith:

For	Against	Abstain/Withheld	Broker Non-Votes
7,125,980	652,593	130,496	7,478,575

5. A proposal to ratify the selection of CBIZ CPAs P.C. to serve as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2025, as described in the Company's proxy materials for the Annual Meeting. This proposal was approved by the Company's stockholders based on the following votes taken in connection therewith:

For	Against	Abstain/Withheld
14,951,680	345,615	90,349

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Description
<u>10.1</u>	<u>Amendment No. 2 to the Second Amended and Restated Employment Agreement between SuRo Capital Corp. and Mark Klein, dated May 29, 2025</u>
<u>10.2</u>	<u>Amendment No. 3 to the Second Amended and Restated Employment Agreement between SuRo Capital Corp. and Allison Green, dated May 29, 2025</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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.

Date: May 30, 2025

SURO CAPITAL CORP.

By: /s/ Allison Green

Allison Green

Chief Financial Officer, Chief Compliance Officer, Treasurer and
Corporate Secretary

AMENDMENT NO. 2 TO
SECOND AMENDED AND RESTATED
EMPLOYMENT AGREEMENT

This Amendment No. 2 to the Second Amended and Restated Employment Agreement (this “Amendment”) is effective as of May 29, 2025, by and between SuRo Capital Corp., a Maryland corporation (the “Company”), and Mark D. Klein (the “Executive”).

WHEREAS, the Company is an internally managed, closed-end management investment company that has elected to be treated as a business development company under the Investment Company Act of 1940, as amended;

WHEREAS, the Company and the Executive previously entered into an employment agreement, dated April 23, 2019, which was amended and restated as of April 28, 2020, and again amended and restated as of April 26, 2021 (the “Second Amended and Restated Employment Agreement”) which Second Amended and Restated Employment Agreement was amended as of November 28, 2023 (“Amendment No. 1”); and

WHEREAS, the parties desire to amend the Second Amended and Restated Employment Agreement as set forth herein to secure the Executive’s employment during the Term (as hereinafter defined) on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. AMENDMENT TO SECTION 2. The first and second sentences of Section 2 of the Second Amended and Restated Employment Agreement are hereby amended to read as follows:

“Subject to the provisions of Section 8, the Executive’s employment by the Company under this Agreement commenced on March 12, 2019 (the “Effective Date”) and shall end on December 31, 2029 (the “Term”). Unless terminated earlier pursuant to Section 8, the Term shall be automatically extended for one year on December 31, 2029, and then on each succeeding anniversary of December 31, 2029, unless either party elects, in writing, to terminate this Agreement at least thirty (30) days prior to the expiration of the then current Term.”

2. AMENDMENT TO SECTION 4. The first sentence of Section 4(b) of the Second Amended and Restated Employment Agreement is hereby amended to read as follows:

“Effective as of May 29, 2025, the Executive will be eligible to receive annual bonus payments with a target amount equal to one hundred percent (100%) of the Executive’s then-effective Base Salary, payable in amounts and at such times as determined in good faith by the Board, based on meeting Company performance objectives, performance goals, and other objectives as mutually agreed upon by the Board and the Executive, and as may be amended from time to time (the “Annual Bonus”).”

3. AMENDMENT TO SECTION 4. Section 4(c) of the Second Amended and Restated Employment Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

“c. Stock Purchase Requirement. As a condition of the payment of any Annual Bonus in excess of the target amount set forth in Section 4(b), the Executive may be required to use all or any portion of the Net Amount (defined below) of such excess to purchase shares of common stock of the Company in accordance with Company policies and procedures and applicable law. The “Net Amount” means the gross amount of the Additional Bonus less all withholding required by law (such as income and payroll taxes) and such additional withholding as may be agreed upon by the Executive.”

4. AMENDMENT TO SECTION 8. The third sentence of Section 8(a) of the Second Amended and Restated Employment Agreement is hereby amended to read as follows:

“The Company shall also pay the Estate (i) any unpaid Annual Bonus for the preceding fiscal year and (ii) an amount equal to the highest Annual Bonus paid in any calendar year during the three- year period preceding the Executive’s termination pro-rated based on the number of days that the Executive was employed by the Company during the year of the Executive’s termination (“Pro- Rated Bonus”), payable in accordance with the timing as set forth in Section 8(h).”

5. MISCELLANEOUS. Except as otherwise expressly provided herein, the terms of the Second Amended and Restated Employment Agreement shall remain in full force and effect. The Second Amended and Restated Employment Agreement, as amended hereby, constitute the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written, with respect to the same. No modification, alteration, amendment or revision of or supplement to the Second Amended and Restated Employment Agreement, as amended hereby, shall be valid or effective unless the same is in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Second Amended and Restated Employment Agreement as of the day and year first above written.

EXECUTIVE:

By: /s/ Mark D. Klein
Mark D. Klein

SURO CAPITAL CORP.:

By: /s/ Allison Green
Name: Allison Green
Title: Chief Financial Officer, Chief Compliance Officer, Treasurer and Corporate Secretary

AMENDMENT NO. 3 TO
SECOND AMENDED AND RESTATED
EMPLOYMENT AGREEMENT

This Amendment No. 3 to the Second Amended and Restated Employment Agreement (this “Amendment”) is effective as of May 29, 2025, by and between SuRo Capital Corp., a Maryland corporation (the “Company”), and Allison Green (the “Executive”).

WHEREAS, the Company is an internally managed, closed-end management investment company that has elected to be treated as a business development company under the Investment Company Act of 1940, as amended;

WHEREAS, the Company and the Executive previously entered into an employment agreement, dated April 23, 2019, which was amended and restated as of April 28, 2020, and again amended and restated as of April 26, 2021 (the “Second Amended and Restated Employment Agreement”) which Second Amended and Restated Employment Agreement was amended as of March 10, 2022 (“Amendment No. 1”) and amended again as of November 28, 2023 (“Amendment No. 2”); and

WHEREAS, the parties desire to amend the Second Amended and Restated Employment Agreement as set forth herein to secure the Executive’s employment during the Term (as hereinafter defined) on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. AMENDMENT TO SECTION 2. The first and second sentences of Section 2 of the Second Amended and Restated Employment Agreement are hereby amended to read as follows:

“Subject to the provisions of Section 8, the Executive’s employment by the Company under this Agreement commenced on March 12, 2019 (the “Effective Date”) and shall end on December 31, 2029 (the “Term”). Unless terminated earlier pursuant to Section 8, the Term shall be automatically extended for one year on December 31, 2029, and then on each succeeding anniversary of December 31, 2029, unless either party elects, in writing, to terminate this Agreement at least thirty (30) days prior to the expiration of the then current Term.”

2. AMENDMENT TO SECTION 4. The first sentence of Section 4(b) of the Second Amended and Restated Employment Agreement is hereby amended to read as follows:

“Effective as of May 29, 2025, the Executive will be eligible to receive annual bonus payments with a target amount equal to one hundred and twenty-five percent (125%) of the Executive’s then- effective Base Salary, payable in amounts and at such times as determined in good faith by the Board, based on meeting Company performance objectives, performance goals, and other objectives as mutually agreed upon by the Board and the Executive, and as may be amended from time to time (the “Annual Bonus”).”

3. AMENDMENT TO SECTION 4. Section 4(c) of the Second Amended and Restated Employment Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

“c. Stock Purchase Requirement. As a condition of the payment of any Annual Bonus in excess of the target amount set forth in Section 4(b), the Executive may be required to use all or any portion of the Net Amount (defined below) of such excess to purchase shares of common stock of the Company in accordance with Company policies and procedures and applicable law. The “Net Amount” means the gross amount of the Additional Bonus less all withholding required by law (such as income and payroll taxes) and such additional withholding as may be agreed upon by the Executive.”

4. AMENDMENT TO SECTION 8. The third sentence of Section 8(a) of the Second Amended and Restated Employment Agreement is hereby amended to read as follows:

“The Company shall also pay the Estate (i) any unpaid Annual Bonus for the preceding fiscal year and (ii) an amount equal to the highest Annual Bonus paid in any calendar year during the three- year period preceding the Executive’s termination pro-rated based on the number of days that the Executive was employed by the Company during the year of the Executive’s termination (“Pro- Rated Bonus”), payable in accordance with the timing as set forth in Section 8(h).”

5. MISCELLANEOUS. Except as otherwise expressly provided herein, the terms of the Second Amended and Restated Employment Agreement shall remain in full force and effect. The Second Amended and Restated Employment Agreement, as amended hereby, constitute the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written, with respect to the same. No modification, alteration, amendment or revision of or supplement to the Second Amended and Restated Employment Agreement, as amended hereby, shall be valid or effective unless the same is in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Second Amended and Restated Employment Agreement as of the day and year first above written.

EXECUTIVE:

By: /s/ Allison Green
Allison Green

SURO CAPITAL CORP.:

By: /s/ Mark D. Klein
Name: Mark D. Klein
Title: President and Chief Executive Officer