

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): January 8, 2026

ANTARES PRIVATE CREDIT FUND
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

814-01793
(Commission
File Number)

93-2791194
(I.R.S. Employer
Identification No.)

320 South Canal Street, Suite 4200
Chicago, Illinois
(Address of principal executive offices)

60606
(Zip Code)

Registrant’s telephone number, including area code: 312 638-4000

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

Securities registered pursuant to Section 12(b) of the Act: None

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:
- ☐ 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 8.01. Other Events.

On January 8, 2026, Antares Private Credit Fund (the “Fund”) entered into an agreement with Apple Bank and Webster Bank, National Association (the “Commitment Increase Agreement”), pursuant to the Fund’s senior secured credit facility among the Fund, as borrower, Sumitomo Mitsui Banking Corporation, as administrative agent, and the lenders and issuing banks from time to time party thereto (as supplemented or amended, the “SMBC Credit Facility”), to increase the aggregate commitments under the SMBC Credit Facility from \$500 million to \$560 million through the accordion feature in the SMBC Credit Facility. The accordion feature in the SMBC Credit Facility allows the Fund, under certain circumstances, to increase the total facility to a maximum of \$875 million, subject to certain conditions.

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 that is filed as Exhibit 10.1 to this current report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1*	Response to Notice of Commitment Increase Request, dated as of January 8, 2026, by and among Antares Private Credit Fund, a Delaware statutory trust; Apple Bank, as assuming lender; Webster, National Association, as assuming lender; Sumitomo Mitsui Banking Corporation, as administrative agent, swingline lender and issuing bank; and PNC Bank, National Association as swingline lender and issuing bank.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Exhibits and/or schedules to this Exhibit have been omitted in accordance with Item 601 of Regulation S-K. The registrant agrees to furnish supplementally a copy of all omitted schedules to the SEC upon its request.

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.

ANTARES PRIVATE CREDIT FUND

Date: January 14, 2025

By: /s/ Thomas Sweeney

Name: Thomas Sweeney

Title: Chief Financial Officer

RESPONSE TO NOTICE OF COMMITMENT INCREASE REQUEST

January 8, 2026

Sumitomo Mitsui Banking Corporation
277 Park Avenue
New York, NY 10172
Attention: Justin Rustia
Phone: 212-224-4397

Re: Antares Private Credit Fund (the “Company”)

Ladies and Gentlemen:

We refer to (a) that certain Senior Secured Credit Agreement, dated as of December 11, 2025 (as amended, restated, supplemented, amended and restated, or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used in this Response Letter (as defined below) and not otherwise defined have the meanings for such terms set forth in the Credit Agreement), by and among the Company, the Lenders and Issuing Banks from time to time party thereto and Sumitomo Mitsui Banking Corporation, as Administrative Agent (in such capacity, the “Administrative Agent”); and (b) the Notice of Commitment Increase Request, dated as of January 8, 2026, provided by the Company to the Administrative Agent (the “Notice”).

By returning to us an executed counterpart hereof, the Administrative Agent indicates its agreement to a Commitment Increase Date of January 8, 2026, notwithstanding the requirement in Section 2.08(e)(i) of the Credit Agreement that the Commitment Increase Date be no earlier than three Business Days after delivery of notice by the Company.

Pursuant to the Notice and Section 2.08(e) of the Credit Agreement, we deliver this response (this “Response Letter”) to confirm that each of the Company and the entities identified as Assuming Lenders in Schedule I hereto (the “Assuming Lenders” and each, an “Assuming Lender”) agrees that each of the Assuming Lenders does hereby become a “Lender” under and for all purposes of the Credit Agreement with a Dollar Commitment in the amount specified on Schedule I. Without limiting the foregoing, each of the Assuming Lenders hereby agrees to be bound by and comply with all of the terms and provisions of the Credit Agreement applicable to it as a “Lender” thereunder and that it will perform in accordance with its terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender. Each of the Assuming Lenders represents and warrants that it has full power and authority, and has taken all action necessary, to execute and deliver this Response Letter and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement.

This Response Letter shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Response Letter may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Response Letter by telecopy, email, or other electronic method of transmission (e.g. PDF) shall be effective as delivery of a manually executed counterpart of this Response Letter. This Response Letter shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 9.09(b) (Submission to Jurisdiction), Section 9.09(c) (Waiver of Venue) and Section 9.09(d) (Service of Process) of the Credit Agreement are incorporated into this Response Letter as if fully set forth herein, *mutatis mutandis*. The parties hereto hereby agree that this Response Letter is an Incremental Assumption Agreement and a Loan Document.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS RESPONSE LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND WHETHER AT LAW OR IN EQUITY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS RESPONSE LETTER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

[Signature pages follow]

Very truly yours,

APPLE BANK,
as Assuming Lender

By: /s/ Burt Feinberg
Name: Burt Feinberg
Title: Managing Director

WEBSTER BANK, NATIONAL ASSOCIATION,
as Assuming Lender

By: /s/ Andrew Shuster
Name: Andrew Shuster
Title: Senior Managing Director

ANTARES PRIVATE CREDIT FUND

By: /s/ Thomas Sweeney
Name: Thomas Sweeney
Title: Chief Financial Officer and Principal Accounting Officer

SMBC-Antares—Response to Notice Increase Request (Joint Joinder)

ACKNOWLEDGED, ACCEPTED
AND AGREED:

SUMITOMO MITSUI BANKING CORPORATION,
as Administrative Agent, Swingline Lender and Issuing Bank

By: /s/ Tomohito Shinozaki
Name: Tomohito Shinozaki
Title: Managing Director

PNC BANK, NATIONAL ASSOCIATION,
as Swingline Lender and Issuing Bank

By: /s/ Lawrence Beller
Name: Lawrence Beller
Title: Executive Vice President
