
**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) December 2, 2020

NEURONETICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38546
(Commission
File Number)

33-1051425
(I.R.S. Employer
Identification No.)

3222 Phoenixville Pike, Malvern, PA
(Address of principal executive offices)

19355
(Zip Code)

Registrant's telephone number, including area code (610) 640-4202

(Former name or former address, if changed since last report.) Not applicable.

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

Title of each class	Trading Symbol (s)	Name on each exchange on which registered
Common Stock (\$0.01 par value)	STIM	The Nasdaq Global Market

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 or Rule 12b-2 of the Securities Exchange Act of 1934.

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 December 2, 2020, Neuronetics, Inc. (the “Company”) entered into a second amendment to loan and security agreement (the “Amendment”) with Solar Capital Ltd. (“Solar”), as collateral agent, and the lenders listed on the signature pages thereto. The Amendment amends that certain loan and security agreement, dated March 2, 2020 (the “Solar Facility”), by and among the Company, Solar, as collateral agent, and the lenders identified in Schedule 1.1 thereto.

Prior to the Amendment, under the Term B Loan portion of the Solar Facility, the Company was permitted to borrow, at its election, up to an aggregate amount of \$15.0 million, (i) upon the Company achieving a specified amount of trailing twelve months net product revenue, and (ii) assuming there has been no event of default under the Solar Facility prior to such election. Once the net product revenue condition had been satisfied, the Company would have only been permitted to make an election to borrow under the Term B Loan portion of the Solar Facility until the earlier of (a) December 15, 2021, (b) 30 days following achievement of the net product revenue condition or (c) the occurrence of an event of default.

The Amendment created a Term C Loan and Term D Loan portion of the Solar Facility and reapportioned the aggregate amount of the Term B Loan portion of the Solar Facility so that the Company is now permitted to borrow, at its election, up to \$15.0 million as follows:

Portion of Solar Facility	Amount	Draw Period End Date
Term B Loan	\$5.0 million	June 20, 2021*
Term C Loan	\$5.0 million	December 20, 2021*
Term D Loan	\$5.0 million	June 20, 2022*

* Earlier of (a) the date set forth in the table above, (b) 30 days following achievement of the net product revenue condition or (c) the occurrence of an event of default.

The Amendment also (i) decreased the amount of trailing twelve months net product revenue required for the Company to be permitted to borrow under the Term B Loan portion of the Solar Facility (ii) set the amount of trailing twelve months net product revenue required for the Company to be permitted to borrow under the Term C Loan and Term D Loan portions of the Solar Facility and (iii) decreased the minimum monthly trailing twelve months net product revenue that the Company is required to achieve beginning with the month ending December 31, 2020.

The foregoing summary of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.1 hereto and 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.

The disclosure set forth in Item 1.01 of the Current Report on Form 8-K is hereby incorporated by reference.

Item 7.01. Regulation FD Disclosure.

On December 8, 2020, the Company issued a press release announcing the Company’s entry into the Amendment. A copy of such press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1†	<u>Second Amendment to Loan and Security Agreement, dated December 2, 2020, by and among Solar Capital Ltd., as collateral agent, the lenders listed on the signature pages thereto, and Neuronetics, Inc.</u>
99.1	<u>Press Release of Neuronetics, Inc., dated December 8, 2020.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Certain portions of the Amendment have been omitted to preserve the confidentiality of such information. The Company will furnish copies of any such information to the Securities and Exchange Commission upon 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.

NEURONETICS, INC.

(Registrant)

Date: December 8, 2020

By: /s/ Stephen Furlong

Name: Stephen Furlong

Title: VP, Finance and Chief Financial Officer
(Principal Financial and Accounting Officer)

CERTAIN INFORMATION IDENTIFIED WITH THE MARK “[***]” HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE SUCH INFORMATION IS BOTH (I) NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT (this “**Amendment**”), dated as of December 2, 2020 (the “**Second Amendment Effective Date**”), is made by and among Neuronetics, Inc., a Delaware corporation (the “**Borrower**”), Solar Capital Ltd. (“**Solar**”), in its capacity as collateral agent (together with its successors and assigns, in such capacity, “**Collateral Agent**”) and the Lenders listed on the signature pages hereto or otherwise a party hereto from time to time including Solar in its capacity as a Lender (each a “**Lender**” and collectively, the “**Lenders**”).

The Borrower, the Lenders and Collateral Agent are parties to a Loan and Security Agreement dated as of March 2, 2020 (as amended by the First Amendment to Loan and Security Agreement, dated as of April 20, 2020, and as further amended, restated, supplemented or modified from time to time, the “**Loan and Security Agreement**”).

The Borrower has requested that the Lenders agree to certain amendments to the Loan and Security Agreement. The Lenders have agreed to such request, subject to the terms and conditions hereof.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) **Terms Defined in Loan and Security Agreement.** All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Loan and Security Agreement.

(b) **Interpretation.** The rules of interpretation set forth in Section 1.1 of the Loan and Security Agreement shall be applicable to this Amendment and are incorporated herein by this reference.

SECTION 2 Amendments to the Loan and Security Agreement.

(a) The Loan and Security Agreement shall be amended as follows effective as of the Second Amendment Effective Date:

(i) Definitions Chart.

(1) The following definition in the definition chart in Section 1.4 is hereby amended and restated in its entirety as follows:

“ Term Loan ”	Section 2.2(a)(iv)
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(2) The following definitions are added to the definitions chart in Section 1.4 in their proper alphabetical order:

“ Term C Loan ”	Section 2.2(a)(iii)
“ Term D Loan ”	Section 2.2(a)(iv)

(ii) Amended Definitions. The following definitions in Section 1.4 are hereby amended and restated in their entirety as follows:

“**Product Revenue Milestone**” is the achievement, on or prior to May 20, 2021, of Net Product Revenue greater than or equal to [***], calculated on a trailing twelve-month basis, subject to verification (including supporting documents) reasonably satisfactory to Collateral Agent.

“**Second Draw Period**” is the period commencing on the date occurring on or after the Second Amendment Effective Date in which Borrower satisfies the Second Draw Conditions and ending on the earlier of (a) June 20, 2021 and (b) the occurrence of an Event of Default.

(iii) New Definitions. The following definitions are added to Section 1.4 in their proper alphabetical order:

“**Fourth Draw Conditions**” are satisfaction of each of the following: (a) no Event of Default has occurred and (b) Borrower has achieved the Term D Loan Product Revenue Milestone.

“**Fourth Draw Period**” is the period commencing on the date occurring on or after the Second Amendment Effective Date in which Borrower satisfies the Fourth Draw Conditions and ending on the earlier of (a) June 20, 2022, and (b) the occurrence of an Event of Default.

“**Second Amendment Effective Date**” shall mean December 2, 2020

“**Term C Loan Product Revenue Milestone**” is the achievement, on or prior to December 20, 2021, of Net Product Revenue greater than or equal to [***], calculated on a trailing twelve-month basis, subject to verification (including supporting documents) reasonably satisfactory to Collateral Agent.

“**Term D Loan Product Revenue Milestone**” is the achievement, on or prior to June 20, 2022, of Net Product Revenue greater than or equal to [***], calculated on a trailing twelve-month basis, subject to verification (including supporting documents) reasonably satisfactory to Collateral Agent.

“**Third Draw Conditions**” are satisfaction of each of the following: (a) no Event of Default has occurred and (b) Borrower has achieved the Term C Loan Product Revenue Milestone.

“**Third Draw Period**” is the period commencing on the date occurring on or after the Second Amendment Effective Date in which Borrower satisfies the Third Draw Conditions and ending on the earlier of (a) December 20, 2021, and (b) the occurrence of an Event of Default.

(iv) Section 2.2. Section 2.2(a) shall be amended as follows:

(1) Clause (ii) thereof shall be amended and restated in its entirety as follows:

(ii) Subject to the terms and conditions of this Agreement, the Lenders agree, severally and not jointly, during the Second Draw Period, to make term loans to Borrower in an aggregate principal amount of up to Five Million Dollars (\$5,000,000) according to each Lender’s Term B Loan Commitment as set forth on Schedule 1.1 hereto (such term loans are hereinafter referred to singly as a “**Term B Loan**” and collectively as the “**Term B Loans**”). After repayment, no Term B Loan may be re-borrowed.

(2) The following new clauses (iii) and (iv) shall be added at the end thereof:

(iii) Subject to the terms and conditions of this Agreement, the Lenders agree, severally and not jointly, during the Third Draw Period, to make term loans to Borrower in an aggregate principal amount of up to Five Million Dollars (\$5,000,000) according to each Lender’s Term C Loan Commitment as set forth on Schedule 1.1 hereto (such term loans are hereinafter referred to singly as a “**Term C Loan**” and collectively as the “**Term C Loans**”). After repayment, no Term C Loan may be re-borrowed.

(iv) Subject to the terms and conditions of this Agreement, the Lenders agree, severally and not jointly, during the Fourth Draw Period, to make term loans to Borrower in an aggregate principal amount of up to Five Million Dollars (\$5,000,000) according to each Lender's Term D Loan Commitment as set forth on Schedule 1.1 hereto (such term loans are hereinafter referred to singly as a "**Term D Loan**" and collectively as the "**Term D Loans**"; each Term A Loan, Term B Loan, Term C Loan or Term D Loan is hereinafter referred to singly as a "**Term Loan**" and the Term A Loans, the Term B Loans, the Term C Loans and the Term D Loans are hereinafter referred to collectively as the "**Term Loans**"). After repayment, no Term D Loan may be re-borrowed.

(v) Schedule 1.1. Schedule 1.1 of the Loan and Security Agreement, Lenders and Commitments, is hereby amended and restated in its entirety with Annex I hereto.

(vi) Schedule 7.13(b). Schedule 7.13(b) of the Loan and Security Agreement, Minimum Product Revenue, is hereby amended and restated in its entirety with Annex II hereto.

(b) **References Within Loan and Security Agreement.** Each reference in the Loan and Security Agreement to "this Agreement" and the words "hereof," "herein," "hereunder," or words of like import, shall mean and be a reference to the Loan and Security Agreement as amended by this Amendment.

SECTION 3 Conditions of Effectiveness. The effectiveness of Section 2 of this Amendment shall be subject to the satisfaction of each of the following conditions precedent:

(a) **Fees and Expenses.** The Borrower shall have paid (i) all invoiced costs and expenses then due in accordance with Section 5(e), and (ii) all other fees, costs and expenses, if any, due and payable as of the Second Amendment Effective Date under the Loan and Security Agreement.

(b) **This Amendment.** Collateral Agent shall have received a copy of this Amendment, executed by Collateral Agent, the Lenders and the Borrower.

(c) **Amendment Fee.** No more than five (5) Business Days after the Second Amendment Effective Date, the Borrower shall have paid to Collateral Agent and the Lenders an amendment fee in the amount of One Hundred Thousand Dollars (\$100,000).

(d) **Representations and Warranties; No Default.** On the Second Amendment Effective Date, after giving effect to the amendment of the Loan and Security Agreement contemplated hereby:

(i) The representations and warranties contained in Section 4 shall be true and correct in all material respects on and as of the Second Amendment Effective Date as though made on and as of such date; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; and

(ii) There exist no Events of Default or events that with the passage of time would reasonably be expected to result in an Event of Default.

SECTION 4 Representations and Warranties. To induce the Lenders to enter into this Amendment, the Borrower hereby confirms, as of the date hereof, (a) that the representations and warranties made by it in Section 5 of the Loan and Security Agreement and in the other Loan Documents are true and correct in all material respects; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of

such date; (b) that there has not been and there does not exist a Material Adverse Change; and (c) that the information included in the Perfection Certificate delivered to Collateral Agent on the Effective Date (as supplemented on the First Amendment Effective Date and the Second Amendment Effective Date) remains true and correct. For the purposes of this Section 4, each reference in Section 5 of the Loan and Security Agreement to “this Agreement,” and the words “hereof,” “herein,” “hereunder,” or words of like import in such Section, shall mean and be a reference to the Loan and Security Agreement as amended by this Amendment.

SECTION 5 Miscellaneous.

(a) **Loan Documents Otherwise Not Affected; Reaffirmation.** Except as expressly amended pursuant hereto or referenced herein, the Loan and Security Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed in all respects. The Lenders’ and Collateral Agent’s execution and delivery of, or acceptance of, this Amendment shall not be deemed to create a course of dealing or otherwise create any express or implied duty by any of them to provide any other or further amendments, consents or waivers in the future. The Borrower hereby reaffirms the grant of security under Section 4.1 of the Loan and Security Agreement and hereby reaffirms that such grant of security in the Collateral secures all Obligations under the Loan and Security Agreement, including without limitation any Term Loans funded on or after the Second Amendment Effective Date, as of the date hereof.

(b) **Conditions.** For purposes of determining compliance with the conditions specified in Section 3, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless Collateral Agent shall have received notice from such Lender prior to the Second Amendment Effective Date specifying its objection thereto.

(c) **Release.** In consideration of the agreements of Collateral Agent and each Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, on behalf of itself and its successors, assigns, and other legal representatives, hereby fully, absolutely, unconditionally and irrevocably releases, remises and forever discharges Collateral Agent and each Lender, and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lenders and all such other persons being hereinafter referred to collectively as the “**Releasees**” and individually as a “**Releasee**”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Borrower, or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Loan Agreement, or any of the other Loan Documents or transactions thereunder or related thereto. Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

(d) **No Reliance.** The Borrower hereby acknowledges and confirms to Collateral Agent and the Lenders that the Borrower is executing this Amendment on the basis of its own investigation and for its own reasons without reliance upon any agreement, representation, understanding or communication by or on behalf of any other Person.

(e) **Costs and Expenses.** The Borrower agrees to pay to Collateral Agent within five (5) Business Days of the Second Amendment Effective Date, the out-of-pocket costs and expenses of Collateral Agent and the Lenders party hereto, and the fees and disbursements of counsel to Collateral Agent and the Lenders party hereto, in connection with the negotiation, preparation, execution and delivery of this Amendment and any other documents to be delivered in connection herewith on the Second Amendment Effective Date or after such date.

(f) **Binding Effect.** This Amendment binds and is for the benefit of the successors and permitted assigns of each party.

(g) **Governing Law.** THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE COLLATERAL.

(h) **Complete Agreement; Amendments.** This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements with respect to such subject matter. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

(i) **Severability of Provisions.** Each provision of this Amendment is severable from every other provision in determining the enforceability of any provision.

(j) **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Amendment. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

(k) **Loan Documents.** This Amendment and the documents related thereto shall constitute Loan Documents.

(l) **Electronic Execution of Certain Other Documents.** The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Amendment and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

BORROWER:

NEURONETICS, INC.,
as Borrower

By: /s/ Stephen Furlong
Title: Chief Financial Officer

[Signature Page to Second Amendment to Loan and Security Agreement]

COLLATERAL AGENT AND LENDER:

SOLAR CAPITAL LTD.,
as Collateral Agent and a Lender

By: /s/ Anthony Storino

Name: Anthony Storino

Title: Authorized Signatory

[Signature Page to Second Amendment to Loan and Security Agreement]

LENDERS:

SUNS SPV LLC

By /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

SCP PRIVATE CREDIT INCOME FUND SPV LLC

By /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

SCP PRIVATE CREDIT INCOME BDC SPV LLC

By /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

SCP PRIVATE CORPORATE LENDING FUND SPV LLC

By /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

SCP SF DEBT FUND L.P.

By /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

SCP CAYMAN DEBT MASTER FUND SPV LLC

By /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

[Signature Page to Second Amendment to Loan and Security Agreement]

SCHEDULE 1.1

Lenders and Commitments

Term A Loans

<u>Lender</u>	<u>Term Loan Commitment</u>	<u>Commitment Percentage</u>
SOLAR CAPITAL LTD.	\$ 15,612,935.51	44.61%
SUNS SPV LLC	\$ 2,399,509.81	6.86%
SCP PRIVATE CREDIT INCOME FUND SPV LLC	\$ 4,096,038.24	11.70%
SCP PRIVATE CREDIT INCOME BDC SPV LLC	\$ 3,055,625.78	8.73%
SCP PRIVATE CORPORATE LENDING FUND SPV LLC	\$ 5,549,578.80	15.86%
SCP CAYMAN DEBT MASTER FUND SPV LLC	\$ 2,374,202.48	6.78%
SCP SF DEBT FUND L.P.	\$ 1,912,109.38	5.46%
TOTAL	\$ 35,000,000	100.00%

Term B Loans

<u>Lender</u>	<u>Term Loan Commitment</u>	<u>Commitment Percentage</u>
SOLAR CAPITAL LTD.	\$ 2,230,419.36	44.61%
SUNS SPV LLC	\$ 342,787.12	6.86%
SCP PRIVATE CREDIT INCOME FUND SPV LLC	\$ 585,148.32	11.70%
SCP PRIVATE CREDIT INCOME BDC SPV LLC	\$ 436,517.97	8.73%
SCP PRIVATE CORPORATE LENDING FUND SPV LLC	\$ 792,796.97	15.86%
SCP CAYMAN DEBT MASTER FUND SPV LLC	\$ 339,171.78	6.78%
SCP SF DEBT FUND L.P.	\$ 273,158.48	5.46%
TOTAL	\$ 5,000,000	100.00%

Term C Loans

<u>Lender</u>	<u>Term Loan Commitment</u>	<u>Commitment Percentage</u>
SOLAR CAPITAL LTD.	\$ 2,230,419.36	44.61%
SUNS SPV LLC	\$ 342,787.12	6.86%
SCP PRIVATE CREDIT INCOME FUND SPV LLC	\$ 585,148.32	11.70%
SCP PRIVATE CREDIT INCOME BDC SPV LLC	\$ 436,517.97	8.73%
SCP PRIVATE CORPORATE LENDING FUND SPV LLC	\$ 792,796.97	15.86%
SCP CAYMAN DEBT MASTER FUND SPV LLC	\$ 339,171.78	6.78%
SCP SF DEBT FUND L.P.	\$ 273,158.48	5.46%
TOTAL	\$ 5,000,000	100.00%

Term D Loans

<u>Lender</u>	<u>Term Loan Commitment</u>	<u>Commitment Percentage</u>
SOLAR CAPITAL LTD.	\$ 2,230,419.36	44.61%
SUNS SPV LLC	\$ 342,787.12	6.86%
SCP PRIVATE CREDIT INCOME FUND SPV LLC	\$ 585,148.32	11.70%
SCP PRIVATE CREDIT INCOME BDC SPV LLC	\$ 436,517.97	8.73%
SCP PRIVATE CORPORATE LENDING FUND SPV LLC	\$ 792,796.97	15.86%
SCP CAYMAN DEBT MASTER FUND SPV LLC	\$ 339,171.78	6.78%
SCP SF DEBT FUND L.P.	\$ 273,158.48	5.46%
TOTAL	\$ 5,000,000	100.00%

Aggregate (all Term Loans)

<u>Lender</u>	<u>Term Loan Commitment</u>	<u>Commitment Percentage</u>
SOLAR CAPITAL LTD.	\$ 22,304,193.59	44.61%
SUNS SPV LLC	\$ 3,427,871.17	6.86%
SCP PRIVATE CREDIT INCOME FUND SPV LLC	\$ 5,851,483.20	11.70%
SCP PRIVATE CREDIT INCOME BDC SPV LLC	\$ 4,365,179.69	8.73%
SCP PRIVATE CORPORATE LENDING FUND SPV LLC	\$ 7,927,969.71	15.86%
SCP CAYMAN DEBT MASTER FUND SPV LLC	\$ 3,391,717.82	6.78%
SCP SF DEBT FUND L.P.	\$ 2,731,584.82	5.46%
TOTAL	\$ 50,000,000	100.00%

Schedule 7.13(b)

Minimum Product Revenue

<u>Month End</u>	<u>Product Revenue</u>
December 2020	***
January 2021	***
February 2021	***
March 2021	***
April 2021	***
May 2021	***
June 2021	***
July 2021	***
August 2021	***
September 2021	***
October 2021	***
November 2021	***
December 2021	***
January 2022	***
February 2022	***
March 2022	***
April 2022	***
May 2022	***
June 2022	***
July 2022	***
August 2022	***
September 2022	***
October 2022	***
November 2022	***
December 2022	***
January 2023 and each month thereafter	***



**Neuronetics Announces the Amendment of Credit Facility with
Solar Capital Partners**

Amendment provides Neuronetics with available and flexible funding options through 2022

MALVERN, Pa., December 8, 2020 – Neuronetics, Inc. (NASDAQ: STIM), a commercial stage medical technology company focused on designing, developing and marketing products that improve the quality of life for patients who suffer from psychiatric disorders, today announced it has amended its term loan agreement with its current lenders, investment affiliates managed by Solar Capital Partners, LLC (Solar). The amendment includes the resetting of certain revenue covenants, and the dividing of the second tranche of the term loan, originally \$15.0 million, into three separate \$5.0 million tranches.

On March 2, 2020, Neuronetics entered into a credit facility agreement with Solar which provided the Company with up to \$50.0 million in term loans, available in two separate tranches, a Term A Loan of up to \$35.0 million, and a Term B Loan of up to \$15.0 million. On March 2, 2020, the Company drew down all \$35.0 million available to it under the Term A Loan, and simultaneously prepaid and terminated its previous \$30.0 million credit agreement with Oxford Finance, which was partially funded using the proceeds from the initial tranche of the Solar facility.

The Term B Loan was originally set to allow for the Company to borrow up to \$15.0 million in a single tranche upon the achievement of a specific trailing twelve-month net product revenue target. The Amendment permits the Company to borrow, at its election, up to \$15.0 million in three separate \$5.0 million tranches (Term B, C, and D Loans). The three tranches are available through June 20, 2021, December 20, 2021, and June 20, 2022, respectively, based on the achievement of agreed upon trailing twelve-month net product revenue targets for each tranche.

The agreement also reduced the trailing twelve-month net product revenue requirement for the Term B Loan portion of the facility. Subject to certain conditions, the Company has the ability to extend the interest only period on the initial Term A Loan to 36 months from 24 months upon achieving the revenue targets associated with the Term B Loan.

“We are very pleased to have amended our credit facility with Solar. Given the disruption that COVID-19 caused earlier in the year, we worked with Solar to update our facility to allow us greater flexibility to pursue our growth strategy going forward,” said Steve Furlong, Chief Financial Officer of Neuronetics. “Solar has been a great partner to us, and we look forward to working together as we seek to leverage the strength of our balance sheet to drive the continued adoption and utilization of the NeuroStar® Advanced Therapy system to bring relief to patients suffering from psychiatric disorders.”

“We are very happy to amend the term of Neuronetics’ debt facility to help support the Company’s continued commercial growth for years to come,” said Anthony Storino, Head of Solar Capital’s Life Science Lending platform. “We look forward to continuing our relationship with the Neuronetics team and supporting their efforts to help patients suffering from depression, which we believe is critical for the mental health of Americans, both during and after the COVID-19 pandemic.”

About Solar Capital Partners

Solar Capital Partners, LLC (“Solar Capital Partners”) is an SEC-registered investment adviser that primarily invests directly in leveraged, U.S. middle market companies in the form of cash flow and asset-based senior secured investments. Solar Capital Partners manages over \$7 billion of investable capital, including serving as the investment adviser to two publicly-traded business development companies, Solar Capital Ltd. and Solar Senior Capital Ltd. Solar Capital Partners’ life science lending business provides financing solutions for later-stage bio-pharma, medical device, healthcare IT and healthcare services companies, both venture-backed private and public, and from pre-revenue clinical to early commercial stage. For more information, please visit <https://www.solarcapitalpartnersllc.com/Financial-Solutions/Life-Science-Lending>

About Neuronetics

Neuronetics, Inc. is a commercial-stage medical technology company focused on designing, developing, and marketing products that improve the quality of life for patients who suffer from psychiatric disorders. Its commercial product, the NeuroStar® Advanced Therapy System, is a non-invasive and non-systemic office-based treatment that uses transcranial magnetic stimulation, or TMS, to create a pulsed, MRI-strength magnetic field that induces electrical currents designed to stimulate specific areas of the brain associated with mood. The system is cleared by the United States Food and Drug Administration, or FDA, for the treatment of major depressive disorder in adult patients who have failed to achieve satisfactory improvement from prior antidepressant medication in the current episode. NeuroStar is also available in other parts of the world, including Japan, where it is listed under Japan’s national health insurance. Additional information can be found at www.neuronetics.com.

“Safe harbor” statement under the Private Securities Litigation Reform Act of 1995:

Statements in the press release regarding Neuronetics, Inc. (the “Company”) that are not historical facts constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may be identified by terms such as “outlook,” “potential,” “believe,” “expect,” “plan,” “anticipate,” “predict,” “may,” “will,” “could,” “would” and “should” as well as the negative of these terms and similar expressions. These statements are subject to significant risks and uncertainties and actual results could differ materially from those projected. The Company cautions investors not to place undue reliance on the forward-looking statements contained in this release. These risks and uncertainties include, without limitation, risks and uncertainties related to: the impact of COVID-19 on general political and economic conditions, including as a result of efforts by governmental authorities to mitigate COVID-19, such as travel bans, shelter in place orders and third-party business closures and the related impact on resource allocations, manufacturing and supply chains and patient access to commercial products; the Company’s ability to execute its business continuity, operational and budget plans in light of the COVID-19 outbreak; the Company’s ability to achieve or sustain profitable operations due to its history of losses; the Company’s reliance on the sale and usage of its NeuroStar Advanced Therapy System to generate revenues; the scale and efficacy of the Company’s salesforce; availability of coverage and reimbursement from third-party payors for treatments using the Company’s products; physician and patient demand for treatments using the Company’s products; developments in

respect of competing technologies and therapies for the indications that the Company's products treat; product defects; the Company's ability to obtain and maintain intellectual property protection for its technology; developments in clinical trials or regulatory review of NeuroStar Advanced Therapy System for additional indications; and developments in regulation in the United States and other applicable jurisdictions. For a discussion of these and other related risks, please refer to the Company's recent SEC filings which are available on the SEC's website at www.sec.gov. These forward-looking statements are based on the Company's expectations and assumptions as of the date of this press release. Except as required by law, the Company undertakes no duty or obligation to update any forward-looking statements contained in this press release as a result of new information, future events or changes in the Company's expectations.

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