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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**SCHEDULE 13D**  
(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)  
(Amendment No. 9)\***

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**Runway Growth Finance Corp.**  
(Name of Issuer)

**Common Stock, par value \$0.01**  
(Title of Class of Securities)

(CUSIP Number)

**Todd E. Molz**  
**General Counsel, Chief Administrative Officer & Managing Director**  
**Oaktree Capital Group Holdings GP, LLC**  
**333 South Grand Avenue, 28th Floor**  
**Los Angeles, California 90071**  
**(213) 830-6300**  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**February 23, 2022**  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  OCM Growth Holdings, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)  OO (See item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  c.00
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,628,524.00
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,628,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  49.851%*	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* This percentage is calculated based on 41,380,614.00 shares of Common Stock outstanding as of January 13, 2022, as confirmed by the Issuer.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Oaktree Fund GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  20,628,524.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,628,524.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,628,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  49.851%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* Solely in its capacity as the manager of OCM Growth Holdings, LLC.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Oaktree Fund GP I, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  20,628,524.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,628,524.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,628,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  49.851%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  PN	

\* Solely in its capacity as the managing member of Oaktree Fund GP, LLC.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Oaktree Capital I, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  20,628,524.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,628,524.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,628,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  49.851%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  PN	

\* Solely in its capacity as the general partner of Oaktree Fund GP I, L.P.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  OCM Holdings I, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  20,628,524.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,628,524.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,628,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  49.851%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* Solely in its capacity as the general partner of Oaktree Capital I, L.P.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Oaktree Holdings, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  20,628,524.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,628,524.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,628,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  49.851%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* Solely in its capacity as the managing member of OCM Holdings I, LLC

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Oaktree Capital Group, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  20,628,524.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,628,524.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,628,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  49.851%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* Solely in its capacity as the managing member of Oaktree Holdings, LLC.



1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Oaktree Capital Group Holdings GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  20,628,524.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,628,524.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,628,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  49.851%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* Solely in its capacity as the indirect owner of the class B units of each of Oaktree Capital Group, LLC

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Brookfield Multi-Strategy Master Fund LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  20,703,524.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,703,524.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,703,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  50.032%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  PN	

\* This percentage is calculated based on 41,380,614.00 shares of Common Stock outstanding as of January 13, 2022, as confirmed by the Issuer.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Brookfield Multi-Strategy Fund GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  20,703,524.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,703,524.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,703,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  50.032%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* Solely in its capacity as general partner of Brookfield Multi-Strategy Master Fund LP.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Brookfield BHS Advisors, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  75,000.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  75,000.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  75,000.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  00.181%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IA	

\* Solely in its capacity as investment manager of Brookfield Multi-Strategy Master Fund LP.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Brookfield Public Securities Group Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  75,000.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  75,000.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  75,000.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  00.181%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* Solely in its capacity as managing member of Brookfield BHS Advisors, LLC.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Brookfield US Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  75,000.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  75,000.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  75,000.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  00.181%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* Solely in its capacity as managing member of Brookfield Public Securities Group Holdings LLC.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Brookfield US Holdings Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  75,000.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  75,000.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  75,000.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  00.181%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* Solely in its capacity as sole shareholder of Brookfield US Inc.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Brookfield Holdings Canada Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  20,703,524.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,703,524.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,703,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  50.032%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* Solely in its capacity as sole shareholder of Brookfield US Holdings Inc.



1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Brookfield Asset Management Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Ontario, Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  20,703,524.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,703,524.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,703,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  50.032%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* Solely in its capacity as the indirect owner of the class A units of each of Oaktree Capital Group, LLC and sole shareholder of Brookfield Holdings Canada Inc.

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  BAM Partners Trust	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*  Not Applicable	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Ontario, Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  20,703,524.00*
	8	SHARED VOTING POWER
	9	SOLE DISPOSITIVE POWER  20,703,524.00*
	10	SHARED DISPOSITIVE POWER
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  20,703,524.00	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  50.032%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

\* Solely in its capacity as the sole owner of Class B Limited Voting Shares of Brookfield Asset Management, Inc.

This Amendment No. 9 to Schedule 13D (this “Schedule 13D/A”) amends and supplements the statement on Schedule 13D originally filed with the Securities and Exchange Commission on December 28, 2016 (the “Schedule 13D”), Amendment No. 1 to Schedule 13D (“Amendment No. 1”) filed with the Securities and Exchange Commission on April 21, 2017, Amendment No. 2 to Schedule 13D (“Amendment No. 2”) filed with the Securities and Exchange Commission on June 15, 2017, Amendment No. 3 to Schedule 13D (“Amendment No. 3”) filed with the Securities and Exchange Commission on September 7, 2017, Amendment No. 4 to Schedule 13D (“Amendment No. 4”) filed with the Securities and Exchange Commission on December 12, 2017, Amendment No. 5 to Schedule 13D (“Amendment No. 5”) filed with the Securities and Exchange Commission on October 3, 2019, Amendment No. 6 to Schedule 13D (“Amendment No. 6”) filed with the Securities and Exchange Commission on December 20, 2019, Amendment No. 7 to Schedule 13D (“Amendment No. 7”) filed with the Securities and Exchange Commission on August 24, 2020, and Amendment No. 8 to Schedule 13D (“Amendment No. 8”) filed with the Securities and Exchange Commission on October 19, 2020 with respect to shares of the common stock, par value \$0.01 per share (“Common Stock”), of Runway Growth Finance Corp., a Maryland corporation (the “Issuer”). The address of the principal executive office of the Issuer is Runway Growth Finance Corp., Pioneer Building, 2925 Woodside Road, Woodside, CA 94062. Unless otherwise indicated, each capitalized term used but not otherwise defined herein shall have the meaning assigned to such term in the Schedule 13D. From and after the date hereof, all references in the Schedule 13D to the Schedule 13D or terms of similar import shall be deemed to refer to the Schedule 13D as amended and supplemented by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8 and this Schedule 13D/A.

Except as specifically provided herein, this Amendment does not modify any of the information previously reported in the Statement.

## **Item 2. Identity and Background**

### **(a)-(c) & (f)**

This Schedule 13D is filed as joint statement pursuant to Rule 13d-1(k) under the Act by each of the following persons (collectively, the “**Reporting Persons**”):

- 1) OCM Growth Holdings, LLC, a Delaware limited liability company (the “OCM Growth”), whose principal business is to invest in securities;
- 2) Oaktree Fund GP, LLC, a Delaware limited liability company (“**Fund GP**”), whose principal business is to serve as, and perform the functions of, the manager, managing member or general partner of certain special purpose investment entities;
- 3) Oaktree Fund GP I, L.P., a Delaware limited partnership (“**GP I**”), whose principal business is to (i) serve as, and perform the functions of, the general partner of certain investment funds or to serve as, and perform the functions of, the managing member of the general partner of certain investment funds or (ii) to act as the sole shareholder of certain controlling entities of certain investment funds;

- 4) Oaktree Capital I, L.P., a Delaware limited partnership (“**Capital I**”), whose principal business is to serve as, and perform the functions of, the general partner of GP I, in its capacity as such;
- 5) OCM Holdings I, LLC, a Delaware limited liability company (“**Holdings I**”), whose principal business is to serve as, and perform the functions of, the general partner of Capital I and to hold limited partnership interests in Capital I, in its capacity as such;
- 6) Oaktree Holdings, LLC, a Delaware limited liability company (“**Holdings**”), whose principal business is to serve as, and perform the functions of, the managing member of Holdings I, in its capacity as such;
- 7) Oaktree Capital Group, LLC, a Delaware limited liability company (“**OCG**”), whose principal business is to act as the holding company and controlling entity of each of the general partner and investment adviser of certain investment funds and separately managed accounts, in its capacity as the managing member of Holdings;
- 8) Oaktree Capital Group Holdings GP, LLC, a Delaware limited liability company (“**OCGH GP**”), whose principal business is to serve as, and perform the functions of, the indirect owner of the class B units of OCG, in its capacity as such;
- 9) Brookfield Multi-Strategy Master Fund LP, a Cayman Island exempted limited partnership (“**Master Fund LP**”); and
- 10) Brookfield Multi-Strategy Fund GP LLC, a Delaware LLC (“**Multi-Fund Strategy Fund GP**”), in its capacity as general partner of Master Fund LP.
- 11) Brookfield BHS Advisors, LLC, a Delaware LLC (“**BHS Advisors**”), in its capacity as investment manager to Master Fund LP.
- 12) Brookfield Public Securities Group Holdings LLC, a Delaware LLC (“**Securities Group Holdings**”), in its capacity as managing manager of BHS Advisors.
- 13) Brookfield US Inc., a Delaware corporation (“**Brookfield US**”), in its capacity as managing member of Securities Group Holdings.
- 14) Brookfield US Holdings Inc., a Canadian corporation (“**Brookfield US Holdings**”), in its capacity as the sole shareholder of Brookfield US and in its capacity as the owner of the class A units of OCG.
- 15) Brookfield Holdings Canada Inc., a Canadian corporation (“**Brookfield Holdings Canada**”), in its capacity as the sole shareholder of Brookfield US Holdings.
- 16) Brookfield Asset Management Inc., a Canadian corporation (“**BAM**”), as sole shareholder of Brookfield Holdings Canada Inc., in its capacity as such.
- 17) BAM Partners Trust, a Canadian corporation (“**Partners**”), a trust formed under the laws of Ontario, in its capacity as the sole owner of Class B Limited Voting Shares of BAM.

Set forth in the attached Annex A is a listing of the directors, executive officers, investment managers, managers, members and general partners, as applicable, of each Reporting Person (collectively, the “**Covered Persons**”) and is incorporated by reference. Except as set forth in Annex A, each of the Covered Persons that is a natural person is a United States citizen.

The principal business address of each of OCM Growth Holdings LLC, Oaktree Fund GP, LLC, Oaktree Fund GP I, L.P., Oaktree Capital I, L.P., OCM Holdings I, LLC, Oaktree Holdings, LLC, Oaktree Capital Group, LLC, Oaktree Capital Group Holdings GP, LLC and each Covered Person is 333 S. Grand Avenue, 28th Floor, Los Angeles, CA 90071. The principal business address of each of BAM Partners Trust, Brookfield Asset Management Inc., Brookfield US Holdings Inc., and Brookfield Holdings Canada Inc. is Brookfield Place, Suite 300, 181 Bay St. P.O. Box 762, Toronto, Ontario A6 M5J 2T3. The principal business address of each of Brookfield US Inc. and

Brookfield Public Securities Group Holdings LLC is Brookfield Place, 15th Floor, 250 Vesey Street, New York, NY 10281. The principal business address of each of Brookfield BHS Advisors, LLC, Brookfield Multi-Strategy Fund GP LLC, and Brookfield Multi-Strategy Master Fund LP is 395 Ninth Avenue, 52nd Floor, New York, NY 10001.

**(d) – (e)**

During the last five years, none of the Reporting Persons, or to the best of their knowledge, any Covered Persons (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (ii) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceedings was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Consideration**

Item 3 of the Schedule 13D is amended and supplemented by adding the following information to Item 3:

On November 30, 2021, OCM Growth and J.P. Morgan Securities Inc. (“JPM”) entered into a 10b5-1 Plan (the “Plan”), pursuant to which JPM is authorized to purchase, for the account of the OCM Growth, Common Stock of the Issuer, subject to the satisfaction of certain conditions and restrictions set forth in the 10b5-1 Plan. Since entering into the Plan, JPM has purchase 1,072,821 shares of Common Stock of the Issuer for an aggregate purchase price of \$14,175,468.71, exclusive of any fees, commissions, or other expenses. The Issuer purchases are financed from OCM Growth general working capital.

**Item 4. Purpose of Transaction**

Item 4 is hereby amended and supplemented as follows:

Pursuant to the Plan (as defined in Item 3), JPM is authorized and directed to purchase on behalf of OCM Growth, Common Stock of the Issuer. The Plan is to terminate on the earliest to occur of (1) October 20, 2022 and (2) the date on which the aggregate purchase price of the Common Stock purchase by JPM in accordance with the Plan equaled the Maximum Total Purchase Price, as defined in the Plan, unless the Plan terminated earlier, pursuant to its terms. As of February 23, 2022, JPM has purchased Common Stock with an aggregate purchase price of \$14,175,468.71.

**Item 5. Interest in Securities of the Issuer**

(a) and (b).

The information contained on the cover page of this Schedule 13D is incorporated by reference.

OCM Growth directly holds the Issuer’s Common Stock and has sole power to vote and dispose of the Issuer’s Common Stock.

Master Fund LP directly holds the Issuer’s Common Stock and has sole power to vote and dispose of the Issuer’s Common Stock.

Fund GP, in its capacity as the manager of OCM Growth, has the ability to direct the management of OCM Growth’s business, including the power to direct the decisions of OCM Growth regarding the vote and disposition of securities held by OCM Growth; therefore, GP may be deemed to have indirect beneficial ownership of the shares of the Issuer’s Common Stock held by OCM Growth.

GP I, in its capacity as the managing member of GP, has the ability to direct the management of GP’s business, including the power to direct the decisions of GP regarding the vote and disposition of securities held by OCM Growth; therefore, GP I may be deemed to have indirect beneficial ownership of the shares of the Issuer’s Common Stock held by OCM Growth.

Capital I, in its capacity as the general partner of GP I, has the ability to direct the management of GP I's business, including the power to direct the decisions of GP I regarding the vote and disposition of securities held by OCM Growth; therefore, Capital I may be deemed to have indirect beneficial ownership of the shares of the Issuer's Common Stock held by OCM Growth.

Holdings I, in its capacity as the general partner of Capital I, has the ability to direct the management of Capital I's business, including the power to direct the decisions of Capital I regarding the vote and disposition of securities held by OCM Growth; therefore, Holdings I may be deemed to have indirect beneficial ownership of the shares of the Issuer's Common Stock held by OCM Growth.

Holdings, in its capacity as the managing member of Holdings I, has the ability to direct the management of Holding I's business, including the power to direct the decisions of Holdings I regarding the vote and disposition of securities held by OCM Growth; therefore, Holdings LLC may be deemed to have indirect beneficial ownership of the shares of the Issuer's Common Stock held by OCM Growth.

OCG, in its capacity as the managing member of Holdings, has the ability to direct the management of Holdings' business, including the power to direct the decisions of Holdings regarding the vote and disposition of securities held by OCM Growth; therefore, OCG may be deemed to have indirect beneficial ownership of the shares of Common Stock held by OCM Growth.

OCGH GP, in its capacity as the indirect owner of the class B units of OCG, has the ability to appoint and remove certain directors of OCG and, as such, may indirectly control the decisions of OCG regarding the vote and disposition of securities held by OCM Growth.

Multi-Fund Strategy Fund GP, in its capacity as general partner of Master Fund LP has the ability to direct the management of Master Fund LP's business, including the power to direct the decisions of Master Fund LP regarding the vote and disposition of securities held by Master Fund LP; therefore, Multi-Fund Strategy Fund GP may be deemed to have indirect beneficial ownership of the shares of the Issuer's Common Stock held by Master Fund LP.

BHS Advisors, in its capacity as investment manager to Master Fund LP has been delegated the ability to direct the management of Master Fund LP's business by Multi-Fund Strategy Fund GP, including the power to direct the decisions of Master Fund LP regarding the vote and disposition of securities held by Master Fund LP; therefore, BHS Advisors may be deemed to have indirect beneficial ownership of the shares of the Issuer's Common Stock held by Master Fund LP.

Securities Group Holdings, in its capacity as managing manager of BHS Advisors has the ability to direct the management of BHS Advisors' business, including the power to direct the decisions of BHS Advisors regarding the vote and disposition of securities held by Master Fund LP; therefore, Securities Group Holdings may be deemed to have indirect beneficial ownership of the shares of the Issuer's Common Stock held by Master Fund LP.

Brookfield US, in its capacity as managing member of Securities Group Holdings has the ability to direct the management of Securities Group Holdings' business, including the power to direct the decisions of Securities Group Holdings regarding the vote and disposition of securities held by Master Fund LP; therefore, Brookfield US may be deemed to have indirect beneficial ownership of the shares of the Issuer's Common Stock held by Master Fund LP.

Brookfield US Holdings, in its capacity as the sole shareholder of Brookfield US and in its capacity as the owner of the class A units of OCG, has the ability to appoint and remove certain directors of OCG and, as such, may indirectly control the decisions of OCG regarding the vote and disposition of securities held by OCM Growth, and has the ability to direct the management of Brookfield US' business, including the power to direct the decisions of Brookfield US regarding the vote and disposition of securities held by Master Fund LP; therefore, Brookfield US Holdings may be deemed to have indirect beneficial ownership of the shares of the Issuer's Common Stock held by Master Fund LP.

Brookfield Holdings Canada, in its capacity as the sole shareholder of Brookfield US Holdings has the ability to direct the management of Brookfield US Holdings' business, including the power to direct the decisions of Brookfield US Holdings regarding the vote and disposition of securities held by Master Fund LP and OCM Growth; therefore, Brookfield Holdings Canada may be deemed to have indirect beneficial ownership of the shares of the Issuer's Common Stock held by Master Fund LP and OCM Growth.

BAM, in its capacity as sole shareholder of Brookfield Holdings Canada, has the ability to appoint and remove certain directors of Brookfield Holdings Canada and, as such, may indirectly control the decisions of Brookfield Holdings Canada regarding the vote and disposition of securities held by Master Fund LP and OCM Growth; therefore BAM may be deemed to have indirect beneficial ownership of the Shares held by OCM Growth and Master Fund LP.

Partners, in its capacity as the sole owner of Class B Limited Voting Shares of BAM, has the ability to appoint and remove certain directors of BAM and, as such, may indirectly control the decisions of BAM regarding the vote and disposition of securities held by OCM Growth and Master Fund LP; therefore Partners may be deemed to have indirect beneficial ownership of the Shares held by OCM Growth and Master Fund LP.

With respect to the shares of Common Stock reported herein, each of the Reporting Persons may be deemed to have sole voting and dispositive power or the sole power to direct the vote and disposition of the number of shares of Common Stock which such Reporting Person may be deemed to beneficially own as set forth above.

Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission by any of the Reporting Persons, other than OCM Growth, that it is the beneficial owner of any of the Common Stock referred to herein for the purposes of Section 13(d) of the Act, or for any other purpose, and, except to the extent of its pecuniary interest, such beneficial ownership is expressly disclaimed by each Reporting Person, other than OCM Growth.

To the knowledge of the Reporting Persons, none of the Covered Persons directly owns any shares of Common Stock; provided, however, that because of each Covered Person's status as an investment manager, manager, general partner, director, executive officer or member of a Reporting Person, a Covered Person may be deemed to be the beneficial owner of the shares of Common Stock beneficially owned by such Reporting Person. Except to the extent of their pecuniary interest, each of the Covered Persons disclaims beneficial ownership of the shares of the Issuer's Common Stock reported herein and the filing of this Schedule 13D shall not be construed as an admission that any such Covered Person is the beneficial owner of any securities covered by this statement.

(c) The information set forth in or incorporated by reference in Items 3 and 4 of this Amendment are incorporated by reference in their entirety into this Item 5(c).

The following table list the Reporting Person's open market purchase transactions of Common Stock that were effected during the sixty day period prior to the filing of this Amendment (exclusive of fees, commissions or other expenses):

<u>Purchase Date</u>	<u>Shares Purchased</u>	<u>Price per Share</u>
December 6, 2021	8,566	\$ 13.6088
December 7, 2021	29,378	\$ 13.4865
December 8, 2021	23,050	\$ 12.7992
December 9, 2021	21,158	\$ 13.1860
December 10, 2021	19,943	\$ 13.2091
December 13, 2021	19,500	\$ 13.4083
December 14, 2021	17,119	\$ 13.5181
December 15, 2021	22,400	\$ 13.4770
December 16, 2021	18,639	\$ 13.4195
December 17, 2021	19,800	\$ 13.3630
December 20, 2021	21,010	\$ 13.3389
December 21, 2021	21,325	\$ 13.1596
December 22, 2021	21,570	\$ 12.9296
December 23, 2021	20,100	\$ 13.1994

<u>Purchase Date</u>	<u>Shares Purchased</u>	<u>Price per Share</u>
December 27, 2021	20,959	\$ 13.3496
December 28, 2021	20,610	\$ 13.1214
December 29, 2021	19,500	\$ 13.2800
December 30, 2021	20,000	\$ 13.3521
December 31, 2021	21,900	\$ 13.1317
January 3, 2022	19,976	\$ 12.9003
January 4, 2022	17,482	\$ 12.9415
January 5, 2022	22,200	\$ 13.1897
January 6, 2022	21,800	\$ 13.2880
January 7, 2022	19,662	\$ 13.3176
January 10, 2022	22,000	\$ 13.2020
January 11, 2022	21,100	\$ 13.3088
January 12, 2022	20,300	\$ 13.4882
January 13, 2022	20,341	\$ 13.1756
January 14, 2022	13,087	\$ 13.2287
January 18, 2022	16,935	\$ 13.2985
January 19, 2022	20,421	\$ 13.2110
January 20, 2022	20,500	\$ 13.2605
January 21, 2022	19,646	\$ 13.2362
January 24, 2022	19,840	\$ 13.1323
January 25, 2022	19,488	\$ 12.9388
January 26, 2022	20,000	\$ 12.7206
January 27, 2022	19,400	\$ 12.8714
January 28, 2022	20,365	\$ 13.0085
January 31, 2022	19,521	\$ 12.8175
February 1, 2022	16,973	\$ 12.6787
February 2, 2022	18,231	\$ 12.8870
February 3, 2022	14,109	\$ 13.0313
February 4, 2022	20,400	\$ 13.3439
February 7, 2022	19,760	\$ 13.3610
February 8, 2022	20,800	\$ 13.1030
February 9, 2022	17,566	\$ 12.9977
February 10, 2022	20,100	\$ 13.0702
February 11, 2022	19,600	\$ 13.2648
February 14, 2022	19,400	\$ 13.5531
February 15, 2022	19,733	\$ 13.6240
February 16, 2022	19,438	\$ 13.3673
February 17, 2022	18,146	\$ 13.5754
February 18, 2022	11,461	\$ 13.6079
February 22, 2022	18,141	\$ 13.3911
February 23, 2022	18,372	\$ 13.2193

(d) and (e)

Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 6 is hereby amended and supplemented as follows:

Pursuant to the Plan (as defined in Item 3), JPM is authorized and directed to purchase on behalf of OCM Growth, Common Stock of the Issuer. The Plan is to terminate on the earliest to occur of (1) October 20, 2022 and (2) the



date on which the aggregate purchase price of the Common Stock purchase by JPM in accordance with the Plan equaled the Maximum Total Purchase Price, as defined in the Plan, unless the Plan terminated earlier, pursuant to its terms. As of February 23, 2022, JPM has purchased Common Stock with an aggregate purchase price of \$14,175,467.63.

**Item 7. Material to Be Filed as Exhibits**

The following are filed herewith as Exhibits to this Schedule 13D:

Exhibit 99.1(1)-	Subscription Agreement dated December 15, 2016 between OCM Growth Holdings LLC and GSV Growth Credit Fund Inc.
Exhibit 99.2(2)-	Additional Member Agreement dated December 15, 2016 between OCM Growth Holdings LLC and GSV Growth Credit LLC.
Exhibit 99.3(3)-	Operating Agreement of GSV Growth Credit LLC dated December 15, 2016.
Exhibit 99.4(4)-	Proxy dated December 15, 2016 between OCM Growth Holdings LLC and GSV Growth Credit Fund Inc.
Exhibit 99.5(5)-	Stockholder Agreement dated December 15, 2015 between OCM Growth Holdings LLC and GSV Growth Credit Fund Inc.
Exhibit 99.6(6)-	Articles of Amendment and Restatement of GSV Growth Credit Fund Inc., dated December 14, 2016, setting forth the terms of its common stock.
Exhibit 99.7(7)-	Agreement Required for Joint Filing by Rule 13d—1(k)(1) under the Securities Exchange Act of 1934, as amended.
Exhibit 99.8(7)-	10b5-1 Purchase Plan agreement, dated as of November 30, 2021, by and between OCM Growth and JPM.

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- (1) Incorporated by reference to Exhibit 99.1 of our Schedule 13D filed with the Commission on December 28, 2016.
  - (2) Incorporated by reference to Exhibit 99.2 of our Schedule 13D filed with the Commission on December 28, 2016.
  - (3) Incorporated by reference to Exhibit 99.3 of our Schedule 13D filed with the Commission on December 28, 2016.
  - (4) Incorporated by reference to Exhibit 99.4 of our Schedule 13D filed with the Commission on December 28, 2016.
  - (5) Incorporated by reference to Exhibit 99.5 of our Schedule 13D filed with the Commission on December 28, 2016.
  - (6) Incorporated by reference to Exhibit 99.6 of our Schedule 13D filed with the Commission on December 28, 2016.
  - (7) Filed herewith.

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated as of February 23, 2022.

OCM GROWTH HOLDINGS, LLC

By: Oaktree Fund GP, LLC  
Its: Manager

By: Oaktree Fund GP I, L.P.  
Its: Managing Member

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

OAKTREE FUND GP, LLC

By: Oaktree Fund GP I, L.P.  
Its: Managing Member

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

OAKTREE FUND GP I, L.P.

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

OAKTREE CAPITAL I, L.P.

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

OCM HOLDINGS I, LLC

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

OAKTREE HOLDINGS, LLC

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

OAKTREE CAPITAL GROUP, LLC

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

OAKTREE CAPITAL GROUP HOLDINGS GP, LLC

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

BROOKFIELD ASSET MANAGEMENT INC.

By: /s/ Kathy Sarpash  
Name: Kathy Sarpash  
Title: Senior Vice President, Legal & Regulatory

BAM PARTNERS TRUST

By: /s/ Kathy Sarpash  
Name: Kathy Sarpash  
Title: Secretary

BROOKFIELD MULTI-STRATEGY MASTER FUND LP

By: /s/ Bryan Gallagher  
Name: Bryan Gallagher  
Title: Legal Counsel

BROOKFIELD BHS ADVISORS LLC

By: /s/ Brian Hourihan  
Name: Brian Hourihan  
Title: Managing Director, Chief Compliance Officer and  
Regulatory Counsel

BROOKFIELD PUBLIC SECURITIES GROUP  
HOLDINGS LLC

By: /s/ Brian Hourihan  
Name: Brian Hourihan  
Title: Regulatory Counsel and Chief Compliance Officer

BROOKFIELD US INC.

By: /s/ Kathy Sarpash  
Name: Kathy Sarpash  
Title: Secretary

BROOKFIELD US HOLDINGS INC.

By: /s/ Kathy Sarpash  
Name: Kathy Sarpash  
Title: Vice President and Secretary

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BROOKFIELD HOLDINGS CANADA INC.

By: /s/ Kathy Sarpash

Name: Kathy Sarpash

Title: Vice President and Secretary

BROOKFIELD MULTI-STRATEGY FUND GP LLC

By: /s/ Bryan Gallagher

Name: Bryan Gallagher

Title: Legal Counsel

## JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, each of the undersigned acknowledges and agrees that the foregoing statement on this Schedule 13D is filed on behalf of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of the undersigned without the necessity of filing additional joint acquisition statements. Each of the undersigned acknowledges that it shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

DATE: February 23, 2022

## OCM GROWTH HOLDINGS, LLC

By: Oaktree Fund GP, LLC  
Its: Manager

By: Oaktree Fund GP I, L.P.  
Its: Managing Member

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

## OAKTREE FUND GP, LLC

By: Oaktree Fund GP I, L.P.  
Its: Managing Member

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

## OAKTREE FUND GP I, L.P.

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

## OAKTREE CAPITAL I, L.P.

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

## OCM HOLDINGS I, LLC

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

OAKTREE HOLDINGS, LLC

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

OAKTREE CAPITAL GROUP, LLC

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

OAKTREE CAPITAL GROUP HOLDINGS GP, LLC

By: /s/ Henry Orren  
Name: Henry Orren  
Title: Senior Vice President

BROOKFIELD ASSET MANAGEMENT INC.

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Name: Kathy Sarpash  
Title: Senior Vice President, Legal & Regulatory

BAM PARTNERS TRUST

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Title: Legal Counsel

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By: /s/ Brian Hourihan  
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Title: Managing Director, Chief Compliance Officer and  
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BROOKFIELD PUBLIC SECURITIES GROUP  
HOLDINGS LLC

By: /s/ Brian Hourihan  
Name: Brian Hourihan  
Title: Regulatory Counsel and Chief Compliance Officer

BROOKFIELD US INC.

By: /s/ Kathy Sarpash  
Name: Kathy Sarpash  
Title: Secretary

BROOKFIELD US HOLDINGS INC.

By: /s/ Kathy Sarpash  
Name: Kathy Sarpash  
Title: Vice President and Secretary

BROOKFIELD HOLDINGS CANADA INC.

By: /s/ Kathy Sarpash  
Name: Kathy Sarpash  
Title: Vice President and Secretary

BROOKFIELD MULTI-STRATEGY FUND GP LLC

By: /s/ Bryan Gallagher  
Name: Bryan Gallagher  
Title: Legal Counsel

## 10b5-1 REPURCHASE PLAN AGREEMENT

November 30, 2021

OCM Growth Holdings, LLC  
333 South Grand Ave., 28<sup>th</sup> Floor  
Los Angeles, CA 90071

This letter agreement (this “Letter Agreement”) confirms the terms and conditions under which OCM Growth Holdings, LLC, a limited liability company organized under the laws of the state of Delaware (the “Purchaser”), hereby establishes a plan (the “Plan”) to repurchase shares of common stock, par value \$0.01 (the “Securities”), of Runway Growth Finance Corp. (the “Issuer”), and under which J.P. Morgan Securities LLC (“JPMS”) will act as its exclusive agent to execute the Plan.

1. Appointment of JPMS. The Purchaser hereby appoints JPMS as its exclusive agent to purchase Securities pursuant to the Plan. It is the Purchaser’s intention that such purchases benefit from the safe harbor provided by Rule 10b-18 (“Rule 10b-18”) and the affirmative defense provided by Rule 10b5-1 (“Rule 10b5-1”) each promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and that the Plan and the transactions contemplated hereby comply with the requirements of paragraph (c)(1)(i)(B) of Rule 10b5-1, and the Purchaser acknowledges that the Purchaser may be an “affiliated purchaser” of the Issuer, as such term is defined in Rule 10b-18. Accordingly, the Purchaser hereby agrees that the terms of this Letter Agreement and the Plan shall be interpreted to comply with the requirements of such paragraph (c)(1)(i)(B) and that it shall not take, nor permit any person or entity under its control to take, any action that could jeopardize the availability of Rule 10b-18 for purchases of Securities under the Plan or result in such purchases not so complying with the requirements of such paragraph (c)(1)(i)(B). JPMS agrees that it shall use good faith efforts to execute all purchases of Securities under this Letter Agreement in accordance with the timing, price and volume restrictions contained in subparagraphs (2), (3) and (4) of paragraph (b) of Rule 10b-18, taking into account the rules and practices of the principal exchange on which the Securities are traded (the “Principal Market”), it being understood that JPMS shall not be responsible for delays between the execution and reporting of a trade in the Securities, any reporting errors of the Principal Market or third party reporting systems or other circumstances beyond JPMS’s control.
2. Term.
  - (a) JPMS is authorized to commence purchasing Securities on December 2, 2021 (the “Start Date”), and the Plan shall terminate upon the earliest of (the period from and including the Start Date to such termination, the “Plan Period”):
    - (i) on the close of business on October 20, 2022;
    - (ii) the completion of all purchases contemplated by the Plan;
    - (iii) subject to Section 12 below, the receipt by either party from the other of written notice of termination;
    - (iv) the existence of any legal or regulatory restriction that would prohibit any purchase pursuant to the Plan;
    - (v) the public announcement (as defined in Rule 165(f) under the Securities Act of 1933, as amended) of any merger, acquisition, or similar transaction relating to the Issuer (other than any such transaction in which the Issuer is the acquiring party and the consideration consists solely of cash and there is no valuation period);
    - (vi) the commencement of any voluntary or involuntary case or other proceeding seeking liquidation, reorganization or other relief with respect to the Issuer or the Purchaser under any bankruptcy, insolvency or similar law or seeking the appointment of a trustee, receiver or other similar official with respect to the Issuer or the Purchaser, or the taking of any corporate action by the Issuer or the Purchaser to authorize or commence any of the foregoing; and



- (vii) the failure of the Purchaser to comply with Section 7 hereof.
- (b) If, as contemplated by paragraph (a)(iv) of this Section 2, at any time during the term of this Letter Agreement, any legal or regulatory restriction that is applicable to the Issuer, the Purchaser or the affiliates of the Issuer or the Purchaser would prohibit any purchase pursuant to the Plan, the Purchaser shall give JPMS notice of such restriction as soon as practicable (such notice, a "Required Termination Notice"). Such notice shall not include any information about the nature of the restriction or its applicability to the relevant entity.
- (c) The Purchaser shall be solely responsible for any purchases made by JPMS as the Purchaser's agent prior to the termination of the Plan. In addition, if JPMS receives notice of termination (including any Required Termination Notice) or of any of the termination events listed above, JPMS shall nevertheless be entitled to make, and the Purchaser shall be solely responsible for, a purchase hereunder pursuant to an irrevocable bid made before such notice was received by JPMS.
- (d) Sections 7,10 and 11 of this Letter Agreement shall survive any termination hereof.
3. Purchases Outside Plan. The Purchaser agrees that it shall not and shall not cause the Issuer or any other "affiliated purchaser" (as defined in Rule 10b-18) of the Issuer to directly or indirectly (including in any similar purchase plan or any derivative transaction) purchase, offer to purchase or place any bid or limit order for the purchase of any Securities or any securities convertible or exchangeable into or exercisable for, or the value of which is derived from, the Securities during the Plan Period except under the Plan pursuant to this Letter Agreement, which period overlaps with the Plan Period. If the Purchaser becomes aware that the Issuer or any other affiliated purchaser of the Issuer has taken any such action during the Plan Period, the Purchaser shall so notify JPMS as soon as practicable.
4. Purchasing Procedures.
- (a) On each Trading Day during the Plan Period on which no Market Disruption Event (as defined below) occurs, JPMS shall use commercially reasonable efforts to purchase as agent for the Purchaser and for the account of the Purchaser the lesser of (i) the maximum number of Securities that the Purchaser could purchase on such Trading Day in accordance with the volume condition set forth in Rule 10b-18 and (ii) the number of Securities that JPMS is able, subject to market conditions and principles of best execution, to purchase as agent for the Purchaser and for the account of the Purchaser on such Trading Day using commercially reasonable means in accordance with the Plan guidelines set forth in Annex A hereto. JPMS may purchase Securities on the Principal Market, any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise. Any numbers of Securities to be purchased (and any corresponding purchase price limits or ranges) set forth in Annex A shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Securities or any change in capitalization with respect to the Issuer or any similar event that occurs during the term of this Letter Agreement, as determined by JPMS in good faith and a commercially reasonable manner.
- A "Trading Day" is any day during the Plan Period that the Principal Market is open for business and the Securities trade regular way on the Principal Market.
- "Market Disruption Event" means that (i) there occurs any material (as reasonably determined by JPMS) suspension of or limitation on trading by the Principal Market, (ii) there occurs any event that materially (as reasonably determined by JPMS) disrupts or impairs the ability of market participants in general to effect transactions in or obtain market values for the Securities or futures or options contracts on the Securities or (iii) the Principal Market closes prior to its scheduled closing time for such Trading Day.

- (b) In the event that JPMS, in its discretion, determines that it is appropriate with regard to any legal, regulatory or self-regulatory requirements or related internal policies and procedures (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by JPMS) for JPMS to refrain from purchasing Securities or to purchase fewer than the number of Securities otherwise specified in the instructions provided by the Purchaser on any day, then JPMS may, in its sole discretion, elect that the number of Securities purchased shall be reduced for such day to an amount determined by JPMS in its discretion.
- (c) Any Securities purchased pursuant to the Plan shall be purchased under ordinary principles of best execution at the then-prevailing market price. Subject to the terms of the Plan as set forth herein (including Annex A hereto), JPMS shall have full discretion with respect to the execution of all purchases, and the Purchaser acknowledges and agrees that the Purchaser does not have, and shall not attempt to exercise, any influence over how, when or whether purchases of Securities are affected pursuant to the Plan. The Purchaser acknowledges and agrees that, in purchasing Securities pursuant to the Plan, JPMS will be an independent contractor and will not be acting as the Purchaser's trustee or fiduciary or in any similar capacity.
5. Payment for and Delivery of Purchased Securities. Payment for Securities purchased, together with any applicable fees, shall be made by the Purchaser within one standard settlement cycle after the purchase. Purchased Securities will be held or delivered in accordance with instructions to be furnished by the Purchaser.
6. Compensation. For the services provided in this Letter Agreement, the Purchaser agrees to pay to JPMS a fee of \$0.02 per share for the Securities purchased pursuant to the terms of this Letter Agreement.
7. Representations, Warranties and Agreements. The Purchaser represents and warrants to, and agrees with, JPMS as follows:
- (a) This Letter Agreement and the transactions contemplated herein have been duly authorized by the Purchaser and have been approved, to the extent required, pursuant to or under any and all applicable policies and procedures of the Issuer applicable to purchases of Securities by its "affiliated purchasers"; this Letter Agreement is the valid and binding agreement of the Purchaser, enforceable against the Purchaser in accordance with its terms; performance of the transactions contemplated herein will not violate any law, rule, regulation, order, judgment or decree applicable to the Purchaser or conflict with or result in a breach of or constitute a default under any agreement or instrument to which the Purchaser is a party or by which it or any of its property is bound or its organizational documents; and no governmental, administrative or official consent, approval, authorization, notice or filing is required for performance of the transactions contemplated herein.
- (b) As of the date of this Letter Agreement, the Purchaser is not aware of any material nonpublic information concerning the Securities or the business, operations or prospects of the Issuer.
- (c) The Purchaser is engaging JPMS and entering into this Letter Agreement and the Plan in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws, including, without limitation, Rule 10b-5 under the Exchange Act. Until this Letter Agreement is terminated, the Purchaser agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the Securities.
- (d) [Reserved.]
- (e) During the term of this Letter Agreement, neither the Purchaser nor its officers or employees shall, directly or indirectly, disclose to any person at JPMS effecting purchases under the Plan any material nonpublic information regarding the Issuer or the Securities or any information regarding the Issuer or the Securities that could reasonably be expected to influence the execution of the Plan.
- (f) The Purchaser acknowledges that JPMS is a "financial institution" and "financial participant" within the meaning of Sections 101(22) and 101(22A), respectively, of Title 11 of the United States Code (the "Bankruptcy Code"). The parties hereto further agree and acknowledge that each transaction under

this Letter Agreement is intended to be a “securities contract” as defined in Section 741(7) of the Bankruptcy Code and each payment or delivery of cash, Securities or other property or assets hereunder is a “settlement payment” within the meaning of Section 741(8) of the Bankruptcy Code, and the parties hereto are to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 555 and 561 of the Bankruptcy Code.

(g) Prior to 8:00 a.m., New York City time on the Start Date, the Purchaser shall provide to JPMS all information, other than publicly reported trading volumes, necessary for JPMS to calculate the maximum number of Securities that may be purchased as of the Start Date in accordance with the volume condition set forth in Rule 10b-18, and JPMS shall be entitled to rely on such information so provided.

(h) None of the Purchaser, the Issuer nor any of their respective affiliates or agents shall take any action that would cause Regulation M under the Exchange Act (“Regulation M”) to be applicable to any purchases of Securities, or any security for which the Securities are a reference security (as defined in Regulation M), by the Purchaser, the Issuer or any other affiliated purchasers (as defined in Regulation M) of the Issuer during the Plan Period.

(i) The Purchaser shall be solely responsible for compliance with all statutes, rules and regulations applicable to the Purchaser and the transactions contemplated hereby, including, without limitation, reporting and filing requirements. The Purchaser acknowledges and agrees that it is not relying, and has not relied, upon JPMS or any affiliate of JPMS with respect to the legal, accounting, tax or other implications of the Plan and the transactions contemplated thereby and that it has conducted its own analyses of the legal, accounting, tax and other implications hereof. JPMS has made no representation and has no obligation with respect to whether the Plan or the transactions contemplated thereunder qualify for the safe harbor provided by Rule 10b-18 or the affirmative defense provided by Rule 10b5-1.

8. Disclosure of Acquisition Program. The Purchaser represents and warrants that it has been publicly disclosed that the Purchaser intends to institute a program for the acquisition of the Securities.
9. Other Purchases by JPMS. Nothing herein shall preclude the purchase by JPMS of Securities for JPMS’s own account, or the solicitation or execution of purchase or sale orders of Securities for the account of JPMS’s clients.
10. Indemnification. The Purchaser shall indemnify JPMS, its affiliates and the respective directors, officers, agents and employees of JPMS and its affiliates (each, a “JPMS Person”) against any liabilities or expenses (including attorney’s fees and disbursements), or actions in respect of any liabilities or expenses, arising from the services furnished pursuant to this Letter Agreement including, but not limited to, liabilities and expenses arising by reason of any violation or alleged violation of any state or federal securities laws, except to the extent such liabilities or expenses result from the gross negligence, willful misconduct, bad faith or fraud of JPMS in performing its services under this Letter Agreement. The Purchaser shall also promptly reimburse the JPMS Persons for all expenditures (including attorney’s fees and disbursements) made to investigate, prepare or defend any action or claim in respect of any such liability or expense, regardless of whether any litigation is pending or threatened against such JPMS Person except to the extent such liabilities or expenses result from the willful misconduct of or fraud of JPMS.
11. Limitation of Liability. No JPMS Person shall be liable in respect of any liabilities or expenses incurred by the Purchaser arising from or in connection with JPMS’s role or services under this Letter Agreement, except to the extent any such liabilities or expenses result from the gross negligence, willful misconduct, bad faith or fraud of JPMS in performing its services under this Letter Agreement.
12. Amendment, Modification, Waiver or Termination. Any amendment, modification or waiver of this Letter Agreement or the Plan must be effected in accordance with the requirements for the amendment of a “plan” as defined in paragraph (c) of Rule 10b5-1. Without limiting the generality of the foregoing, any amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act, and no such amendment or modification shall be made at any time at which the Purchaser is aware of any material nonpublic information concerning the Issuer or the Securities. The Purchaser acknowledges and agrees that any action taken by it that results in the termination of the Plan pursuant to Section 2 is subject to the principles set forth in this section.

13. Notices. Any written communication shall be sent to the address specified below: and shall become effective upon receipt:

(a) if to JPMS, to it at

J.P. Morgan Securities LLC  
383 Madison Avenue, 6<sup>th</sup> Floor  
New York, NY 10179  
Attention: Stephanie Little  
Telephone: (312) 732-3229

or at such other address as may from time to time be designated by notice to the Purchaser in writing; and

(b) if to the Purchaser, to it at

OCM Growth Holdings, LLC  
333 South Grand Ave, 28<sup>th</sup> Floor  
Los Angeles, CA 90071  
  
Attn: Jordan Mikes  
Telephone: (213) 356-3293  
Email: jmikes@oaktreecapital.com

or at such other address as may from time to time be designated by notice to JPMS in writing.

14. Assignment. Neither party may assign its rights and obligations under this Letter Agreement to any other party; *provided* that JPMS may assign its rights and obligations under this Letter Agreement to any subsidiary of J.P. Morgan Chase & Co.
15. Governing Law. This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the law of the State of New York. The parties hereto irrevocably submit to the exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, in the City of New York in any suit or proceeding arising out of or relating to this Letter Agreement or the transactions contemplated hereby. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

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If the foregoing correctly sets forth our agreement, please sign the form of acceptance below.

J.P. MORGAN SECURITIES LLC

By: /s/ Brett Chalmers

Name: Brett Chalmers

Title: Vice President

Agreed to and accepted as of:

PURCHASER

OCM GROWTH HOLDINGS LLC

By: Oaktree Fund GP, LLC

Its: Manager

By: Oaktree Fund GP I, L.P.

Its: Managing Member

/s/ Brian Laibow

Name: Brian Laibow

Title: Authorized Signatory

/s/ Jordan Mikes

Name: Jordan Mikes

Title: Authorized Signatory

### Plan details

The amount of the plan is \$15,000,000

As reflected in the table below, the volume of purchases under the Plan on any given trading day will generally be dependent on the price at which the Securities are trading relative to the NAV (as defined herein) of the Securities at the time of such purchases.

“NAV” means the most recent net asset value per share that is publicly disclosed by the Issuer in their public SEC filings or as available on the Company website.

As of the date of the Plan, the last reported net asset value per share of the Securities was \$14.60 (as of September 30, 2021).

No purchases shall be made under this plan during the following time periods which may be periods during which the Issuer is purchasing shares under its DRIP program:

- 3/21/22-4/8/22
- 5/23/22-6/10/22
- 8/22/22-9/9/22

<b>Buy</b>	<b>Daily purchase capacity</b>
Runway stock price less than NAV per share	Up to 25.0% of ADTV, as ADTV is defined in Rule 10b-18