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**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): **March 23, 2021**

**TRINITY CAPITAL INC.**

(Exact name of Registrant as Specified in Its Charter)

**Maryland**  
(State or Other Jurisdiction  
of Incorporation)

**814-01341**  
(Commission File Number)

**35-2670395**  
(IRS Employer  
Identification No.)

**3075 West Ray Road**  
**Suite 525**  
**Chandler, Arizona**  
(Address of Principal Executive Offices)

**85226**  
(Zip Code)

Registrant's Telephone Number, Including Area Code: **(480) 374-5350**

**Not Applicable**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- 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.

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.001 per share	TRIN	Nasdaq Global Select Market

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**Item 1.01. Entry into a Material Definitive Agreement.**

On March 23, 2021, the Board of Directors of Trinity Capital Inc. (the “Company”) approved and adopted the Amended and Restated Distribution Reinvestment Plan (the “Amended DRIP”). Pursuant to the Amended DRIP, among other changes, dividends on fractional shares will be credited to each participant’s account with the plan’s administrator, and in the event of termination of a participant’s account under the plan, the plan’s administrator will adjust for any such undivided fractional interest in cash at the market value of the Company’s common stock at the time of termination. The Amended DRIP supersedes and replaces the Company’s current distribution reinvestment plan. The preceding summary of the Amended DRIP does not purport to be complete and is qualified in its entirety by reference to the Amended and Restated Distribution Reinvestment Plan, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#"><u>Amended and Restated Distribution Reinvestment Plan</u></a>

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**SIGNATURES**

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 thereunto duly authorized.

**Trinity Capital Inc.**

March 29, 2021

By: /s/ Steven L. Brown

**Name:** Steven L. Brown

**Title:** Chief Executive Officer

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**AMENDED AND RESTATED DISTRIBUTION REINVESTMENT PLAN  
OF  
TRINITY CAPITAL INC.**

Effective as of March 23, 2021

Trinity Capital Inc., a Maryland corporation (the “**Company**”), hereby adopts the following plan (the “**Plan**”) with respect to cash dividend distributions declared by its Board of Directors on shares of the Company’s common stock, par value \$0.001 per share (the “**Common Stock**”).

1. Unless a stockholder specifically elects to receive cash pursuant to paragraph 4 below, all cash dividend distributions hereafter declared by the Company’s Board of Directors shall be reinvested by the Company in the Company’s Common Stock on behalf of each stockholder, and no action shall be required on such stockholder’s part to receive such Common Stock.

2. Such cash dividend distributions shall be payable on such date or dates (each, a “**Payment Date**”) as may be fixed from time to time by the Board of Directors to stockholders of record at the close of business on the record date(s) established by the Board of Directors for the cash dividend distributions involved.

3. The Company intends to use primarily newly issued shares of its Common Stock to implement the Plan. However, the Company reserves the right to purchase shares in the open market in connection with its obligations under the Plan. If the Plan is implemented through the issuance of newly issued shares of the Common Stock, the number of shares of Common Stock to be issued to a stockholder who has not elected to receive its dividends in cash in accordance with paragraph 4 below (each, a “**Participant**”) shall be determined by dividing the total dollar amount of the distribution payable to such Participant by the market price per share of Common Stock at the close of regular trading on the Nasdaq National Market on the relevant valuation date fixed by the Board of Directors for such dividend or distribution. Market price per share on that date shall be the closing price for such shares on the Nasdaq National Market or, if no sale is reported for such day, the average of their reported bid and asked prices. If the Plan is implemented through the purchase of existing shares of Common Stock, the number of shares of Common Stock to be issued to a Participant shall be determined by dividing the total dollar amount of the distribution payable to such Participant by the average purchase price per share of Common Stock of all shares of Common Stock purchased with respect to that dividend or distribution.

4. A stockholder may elect to receive any portion of its cash dividend distributions in cash. To exercise this option, such stockholder shall notify the Company and American Stock Transfer & Trust Company, LLC (referred to as the “**Plan Administrator**”), in writing so that such notice is received by the Plan Administrator no later than 3 days prior to the payment date fixed by the Board of Directors for the first distribution such stockholder wishes to receive in cash. Such election shall remain in effect until the stockholder shall notify the Plan Administrator in writing of such stockholder’s desire to change its election, which notice shall be delivered to the Plan Administrator no later than 3 days prior to the payment date fixed by the Board of Directors for the first distribution for which such stockholder wishes its new election to take effect.

5. The Plan Administrator will set up an account for shares acquired pursuant to the Plan for each Participant. All shares of Common Stock issued pursuant to the Plan shall be issued in non-certificated form and shall be credited to such Participant on the books and records of the Company.

6. The Plan Administrator will confirm to each Participant each issuance of shares of Common Stock made to such Participant pursuant to the Plan as soon as practicable following the date of such issuance. Although each Participant may from time to time have an undivided fractional interest (computed to three decimal places) in a share of Common Stock, no certificates for a fractional share will be issued. However, dividends on fractional shares will be credited to each Participant’s account. In the event of termination of a Participant’s account under the Plan, the Plan Administrator will adjust for any such undivided fractional interest in cash at the market value of the Company’s Common Stock at the time of termination.

7. The Plan Administrator’s service fee, if any, and expenses for administering the Plan will be paid for by the Company. There will be no brokerage charges or other charges to stockholders who participate in the Plan.

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8. The Plan may be terminated by the Company upon notice in writing mailed to each Participant at least 30 days prior to the effectiveness of such termination.

9. These terms and conditions may be amended or supplemented by the Company at any time. Any such amendment or supplement may include an appointment by the Plan Administrator in its place and stead of a successor agent under the terms and conditions agreed upon by the Company, with full power and authority to perform all or any of the acts to be performed by the Plan Administrator as agreed to by the Company.

10. The Plan Administrator will at all times act in good faith and use its best efforts within reasonable limits to ensure its full and timely performance of all services to be performed by it under this Plan and to comply with applicable law, but assumes no responsibility and shall not be liable for loss or damage due to errors.

11. These terms and conditions shall be governed by the laws of the State of Arizona, without regard to the conflicts of law principles thereof, to the extent such principles would require or permit the application of the laws of another jurisdiction.

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