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

FORM N-2

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Pre-Effective Amendment No.

Post-Effective Amendment No. 6

and

REGISTRATION STATEMENT

UNDER

THE INVESTMENT COMPANY ACT OF 1940

Amendment No. 22

CARLYLE CREDIT INCOME FUND

(Exact name of Registrant as specified in charter)

One Vanderbilt Avenue, Suite 3400

New York, NY 10017

(Address of Principal Executive Offices)

(212)813-4900

(Registrant's telephone number, including Area Code)

Joshua Lefkowitz, Esq.

Carlyle Credit Income Fund

One Vanderbilt Avenue, Suite 3400

New York, NY 10017

(Name and address of agent for service)

Copies of Communications to:

Rajib Chanda, Esq.

Steven Grigoriou, Esq.

Jonathan H. Pacheco, Esq.

Simpson Thacher & Bartlett, LLP

900 G Street, N.W.

Washington, DC 20001

(202) 636-5500

Approximate Date of Commencement of Proposed Public Offering: From time to time after the effective date of this Registration Statement.

- Check box if the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans.
- Check box if any securities being registered on this Form will be offered on a delayed or continuous basis in reliance on Rule 415 under the Securities Act of 1933 ("Securities Act"), other than securities offered in connection with a dividend reinvestment plan.
- Check box if this Form is a registration statement pursuant to General Instruction A.2 or a post-effective amendment thereto.
- Check box if this Form is a registration statement pursuant to General Instruction B or a post-effective amendment thereto that will become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act.
- Check box if this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction B to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act.

It is proposed that this filing will become effective (check appropriate box):

- when declared effective pursuant to Section 8(c) of the Securities Act.

If appropriate, check the following box:

- This post-effective amendment designates a new effective date for a previously filed post-effective amendment registration statement.
- This Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, and the Securities Act registration statement number of the earlier effective registration statement for the same offering is:
- This Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, and the Securities Act registration statement number of the earlier effective registration statement for the same offering is:
- This Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, and the Securities Act registration statement number of the earlier effective registration statement for the same offering is: 333-272426

Check each box that appropriately characterizes the Registrant:

- Registered Closed-End Fund (closed-end company that is registered under the Investment Company Act of 1940 (“Investment Company Act”).
 - Business Development Company (closed-end company that intends or has elected to be regulated as a business development company under the Investment Company Act).
 - Interval Fund (Registered Closed-End Fund or a Business Development Company that makes periodic repurchase offers under Rule 23c-3 under the Investment Company Act)
 - A.2 Qualified (qualified to register securities pursuant to General Instruction A.2 of this Form).
 - Well-Known Seasoned Issuer (as defined by Rule 405 under the Securities Act).
 - Emerging Growth Company (as defined by Rule 12b-2 under the Securities Exchange Act of 1934 (“Exchange Act”).
 - 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 7(a)(2)(B) of Securities Act.
 - New Registrant (registered or regulated under the Investment Company Act for less than 12 calendar months preceding this filing).
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EXPLANATORY NOTE

This Post-Effective Amendment No. 6 to the Registration Statement on Form N-2 (File Nos. 333-272426 and 811-22554) (the “Registration Statement”) of Carlyle Credit Income Fund (the “Registrant”) is being filed pursuant to Rule 462(d) under the Securities Act of 1933, as amended (the “Securities Act”), solely for the purpose of adding certain exhibits to the Registration Statement. Accordingly, this Post-Effective Amendment No. 6 consists only of a facing page, this explanatory note and Part C of the Registration Statement. This Post-Effective Amendment No. 6 does not modify any other part of the Registration Statement and pursuant to Rule 462(d) under the Securities Act, shall become effective immediately upon filing with the Securities and Exchange Commission. The contents of the [Registration Statement](#) are hereby incorporated by reference.

PART C - OTHER INFORMATION

ITEM 25. FINANCIAL STATEMENTS AND EXHIBITS

1. *Financial Statements:*

Part A Financial Highlights.

Part B The Financial Statements and the notes thereto for the fiscal periods ended September 30, 2022 and March 31, 2023 are included in the Registrant’s [Annual Report on Form N-CSR](#), filed electronically with the SEC on December 13, 2022 and the [Semi-Annual Report on Form N-CSRS](#), filed with the SEC on May 30, 2023, respectively.

2. *Exhibits:*

2(a)(1) [Amended and Restated Declaration of Trust](#)⁶

2(a)(2) [Certificate of Trust](#)¹

2(a)(3) [Certificate of Amendment to Certificate of Trust](#)⁶

2(a)(4) [Supplement to the Amended and Restated Declaration of Trust of Carlyle Credit Income Fund Relating to 8.75% Series A Preferred Shares Due 2028](#)²

2(a)(5) [Amendment No. 1 to the Declaration of Trust of Carlyle Credit Income Fund](#)¹⁰

2(a)(6) [Second Supplement to the Amended and Restated Declaration of Trust of Carlyle Credit Income Fund Relating to 7.125% Series B Convertible Preferred Shares Due 2029](#)¹²

2(a)(7) [Third Supplement to the Amended and Restated Declaration of Trust of Carlyle Credit Income Fund Relating to 7.50% Series C Convertible Preferred Shares Due 2030](#)¹⁴

2(b) [Amended and Restated By-Laws](#)⁶

2(c) Not Applicable

2(d)(1) [Form of indenture between the Fund and the trustee](#)⁶

2(d)(2) [Statement of Eligibility of Trustee on Form T-1](#)²

2(d)(3) Form of Subscription Certificate**

2(e) [Dividend reinvestment plan](#)⁷

2(f) Not applicable

2(g) [Investment Advisory Agreement, dated July 14, 2023, between Carlyle Credit Income Fund and Carlyle Global Credit Investment Management L.L.C.](#)⁶

2(h)(1) Form of Underwriting Agreement for equity securities**

2(h)(2) Form of Underwriting Agreement for debt securities**

- 2(h)(3) [Equity Distribution Agreement, dated October 4, 2023, by and among Carlyle Credit Income Fund, Carlyle Global Credit Investment Management L.L.C, Ladenburg Thalmann & Co. Inc., B. Riley Securities, Inc. and Oppenheimer & Co. Inc.](#)⁸
- 2(h)(4) [Underwriting Agreement, dated October 18, 2023, by and among Carlyle Credit Income Fund, Carlyle Global Credit Investment Management L.L.C and Ladenburg Thalmann & Co. Inc., as the representative of the underwriters named in Schedule I thereto](#)²
- 2(h)(5) [Purchase Agreement, dated November 21, 2023, by and between Carlyle Credit Income Fund and each purchaser identified on Appendix A thereto](#)¹⁰
- 2(h)(6) [First Amendment to the Equity Distribution Agreement, dated May 20, 2024, by and among Carlyle Credit Income Fund, Carlyle Global Credit Investment Management L.L.C, Ladenburg Thalmann & Co. Inc., B. Riley Securities, Inc. and Oppenheimer & Co. Inc.](#)¹¹
- 2(h)(7) [Convertible Preferred Shares Purchase Agreement, dated August 26, 2024, between the Carlyle Credit Income Fund, the purchasers thereto, and Carlyle Global Credit Investment Management L.L.C.](#)¹²
- 2(h)(8) [Common Shares Purchase Agreement, dated August 26, 2024, between Carlyle Credit Income Fund, the purchasers thereto, and Carlyle Global Credit Investment Management L.L.C.](#)¹²
- 2(h)(9) [Second Amendment to the Equity Distribution Agreement, dated November 21, 2024, by and among Carlyle Credit Income Fund, Carlyle Global Credit Investment Management L.L.C, B. Riley Securities, Inc., Ladenburg Thalmann & Co. Inc., Oppenheimer & Co. Inc. and Lucid Capital Markets, LLC](#)¹³
- 2(h)(10) [Third Amendment to the Equity Distribution Agreement, dated May 21, 2025, by and among Carlyle Credit Income Fund, Carlyle Global Credit Investment Management L.L.C, B. Riley Securities, Inc., Ladenburg Thalmann & Co. Inc., Oppenheimer & Co. Inc. and Lucid Capital Markets, LLC*](#)
- 2(h)(11) [Convertible Preferred Shares Purchase Agreement, dated January 31, 2025, between the Fund, the Purchasers, and the Adviser](#)¹⁴
 - 2(i) Not Applicable
 - 2(j)(1) [Custody Agreement dated July 20, 2018, between Vertical Capital Income Fund, U.S. Bank National Association and NexBank SSB.](#)³
 - 2(k)(1) [Administration Agreement](#)⁷
 - 2(k)(2) [Expense Limitation Agreement, dated July 14, 2023, between Carlyle Credit Income Fund and Carlyle Global Credit Investment Management L.L.C.](#)⁶
 - 2(k)(3) [Fee Waiver Agreement, dated July 14, 2023, between Carlyle Credit Income Fund and Carlyle Global Credit Investment Management L.L.C.](#)⁶
 - 2(k)(4) [Transfer Agent Agreement](#)⁷
 - 2(k)(5) [Transaction Agreement, dated January 12, 2023, by and between Vertical Capital Income Fund and Carlyle Global Credit Investment Management L.L.C.](#)⁵
 - 2(l)(1) [Opinion and Consent of Counsel](#)⁷
 - 2(l)(2) [Opinion and Consent of Delaware Counsel](#)⁷
 - 2(l)(3) [Opinion and Consent of Delaware Counsel](#)⁸
 - 2(l)(4) [Opinion and Consent of Delaware Counsel](#)²
 - 2(l)(5) [Opinion and Consent of Delaware Counsel](#)¹⁰
 - 2(l)(6) [Opinion and Consent of Delaware Counsel*](#)
 - 2(m) Not Applicable
 - 2(n) [Consent of Auditor](#)⁷
 - 2(o) Not Applicable
 - 2(p) [Initial Capital Agreement](#)²
 - 2(q) Not Applicable

2(r)(1) [Code of Ethics of Carlyle Credit Income Fund²](#)

2(r)(2) [Code of Ethics of Carlyle Global Credit Investment Management L.L.C.⁷](#)

2(s) [Calculation of Filing Fee Tables⁴](#)

2(t) [Powers of Attorney⁶](#)

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1. Previously filed on May 3, 2011, as an exhibit to the Registrant's Registration Statement on Form N-2, and hereby incorporated by reference.
 2. Previously filed on September 30, 2011, as an exhibit to Pre-Effective Amendment No. 1 to the Registrant's Registration Statement on Form N-2, and hereby incorporated by reference.
 3. Previously filed on January 28, 2019, as an exhibit to the Registrant's Registration Statement on Form N-2, and hereby incorporated by reference.
 4. Previously filed on June 5, 2023, as an exhibit to the Registrant's Registration Statement on Form N-2, and hereby incorporated by reference.
 5. Previously filed on January 13, 2023, as an exhibit to the Registrant's Current Report on Form 8-K, and hereby incorporated by reference.
 6. Previously filed on July 17, 2023, as an exhibit to the Registrant's Registration Statement on Form N-2, and hereby incorporated by reference.
 7. Previously filed on September 1, 2023, as an exhibit to the Registrant's Registration Statement on Form N-2, and hereby incorporated by reference.
 8. Previously filed on October 6, 2023, as an exhibit to Post-Effective Amendment No. 1 to the Registrant's Registration Statement on Form N-2, and hereby incorporated by reference.
 9. Previously filed on October 24, 2023, as an exhibit to Post-Effective Amendment No. 2 to the Registrant's Registration Statement on Form N-2, and hereby incorporated by reference.
 10. Previously filed on November 28, 2023, as an exhibit to Post-Effective Amendment No. 3 to the Registrant's Registration Statement on Form N-2, and hereby incorporated by reference.
 11. Previously filed on May 31, 2024, as an exhibit to Post-Effective Amendment No. 4 to the Registrant's Registration Statement on Form N-2, and hereby incorporated by reference.
 12. Previously filed on August 28, 2024, with Registrant's Current Report on Form 8-K and incorporated by reference herein.
 13. Previously filed on November 21, 2024, as an exhibit to Post-Effective Amendment No. 5 to the Registrant's Registration Statement on Form N-2, and hereby incorporated by reference.
 14. Previously filed on January 31, 2025, with Registrant's Current Report on Form 8-K and incorporated by reference herein.
- * Filed herewith.
** To be filed by amendment.

ITEM 26. MARKETING ARRANGEMENTS

Not Applicable.

ITEM 27. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

Not Applicable.

ITEM 28. PERSONS CONTROLLED BY OR UNDER COMMON CONTROL

The Registrant is not aware of any person that is directly or indirectly under common control with the Registrant, except that the Registrant may be deemed to be controlled by CGCIM, the Registrant’s investment adviser. Information regarding the ownership of CGCIM is set forth in its Form ADV as filed with the Securities and Exchange Commission (the “SEC”) (File No. 801-77691).

ITEM 29. NUMBER OF HOLDERS OF SECURITIES

The following table sets forth the number of record holders of each class of the Registrant’s securities as of May 19, 2025:

<u>Title of Class</u>	<u>Number of Record Holders</u>
Shares of Beneficial Interest	132

ITEM 30. INDEMNIFICATION

Reference is made to Article V of Registrant’s Amended and Restated Declaration of Trust filed as Exhibit (2)(a)(1) to this Registration Statement.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the “**Securities Act**”) may be permitted to the trustees, officers and controlling persons of Registrant pursuant to the foregoing provisions or otherwise, Registrant has been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by Registrant of expenses incurred or paid by the trustees, officer or controlling person of Registrant in the successful defense of any action, suit or proceeding) is asserted by the trustees, officer or controlling person, Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

ITEM 31. BUSINESS AND OTHER CONNECTIONS OF INVESTMENT ADVISER

CGCIM serves as the investment adviser to the Registrant. CGCIM is engaged in the investment advisory business. For information as to the business, profession, vocation or employment of a substantial nature in which CGCIM and its executive officers and directors is or has been, during the last two fiscal years, engaged for his or her own account or in the capacity of director, officer, employee, partner or trustee, reference is made to the information set forth in CGCIM’s Form ADV (File No. 801-77691), as filed with the SEC and incorporated herein by reference.

ITEM 32. LOCATION OF ACCOUNTS AND RECORDS

All accounts, books and other documents required to be maintained by Section 31(a) of the Investment Company Act of 1940, and the rules thereunder are maintained at the office of the Fund’s Administrator, SS&C Technologies, Inc, which has its principal office at 80 Lamberton Road Windsor, CT 06095, except for certain transfer agency records which are maintained by the transfer agent, Equiniti Trust Company, LLC which has its principal office at 6201 15th Ave. Brooklyn NY 11219.

ITEM 33. MANAGEMENT SERVICES

Not Applicable.

ITEM 34. UNDERTAKINGS

1. Not applicable.
2. Not applicable.
3. (a) To file, during any period in which offers or sales are being made, a post-effective amendment to the registration statement:
 - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) to reflect in the prospectus any facts or events after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b), if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
 - (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; provided, however, that paragraphs (a)(i), (ii) and (iii) of this section do not apply if the registration statement is filed pursuant to General Instruction A.2 of Form N-2 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference into the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b), that is part of the registration statement;
- (b) That, for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;
- (c) To remove from registration by means of a post-effective amendment any of those securities being registered which remain unsold at the termination of the offering;
- (d) That, for the purpose of determining liability under the Securities Act to any purchaser,
 - (i) if the Registrant is relying on Rule 430B:
 - (A) each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
 - (B) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (x), or (xi) for the purpose of providing the information required by Section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the

registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date;

- (ii) that if the Registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) under the Securities Act as part of a registration statement relating to an offering, other than prospectuses relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness, provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use;
 - (e) That for the purpose of determining liability of the Registrant under the Securities Act to any purchaser in the initial distribution of securities, the undersigned Registrant undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to the purchaser:
 - (i) any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424 under the Securities Act;
 - (ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrants;
 - (iii) the portion of any other free writing prospectus or advertisement pursuant to Rule 482 under the Securities Act relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and
 - (iv) any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.
4. That for the purposes of determining any liability under the Securities Act:
- (a) the information omitted from the form of prospectus filed as part of a registration statement in reliance upon Rule 430A and contained in the form of prospectus filed by the Registrant under Rule 424(b)(1) under the Securities Act shall be deemed to be part of the Registration Statement as of the time it was declared effective; and
 - (b) each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of the securities at that time shall be deemed to be the initial bona fide offering thereof;
5. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference into the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
6. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to trustees, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a trustee, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such trustee, officer or controlling person in connection with the securities being registered, the

Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

7. The Registrant undertakes to send by first class mail or other means designed to ensure equally prompt delivery, within two business days of receipt of a written or oral request, any prospectus or Statement of Additional Information.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, and the Investment Company Act of 1940, as amended, the Registrant has duly caused this Post-Effective Amendment No. 6 to its Registration Statement on Form N-2 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on the 21st day of May, 2025.

CARLYLE CREDIT INCOME FUND

By: /s/ Nishil Mehta
Name: Nishil Mehta
Title: President and Principal Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 6 to its Registration Statement on Form N-2 has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Nishil Mehta</u> Nishil Mehta	President and Principal Executive Officer	May 21, 2025
<u>/s/ Nelson Joseph</u> Nelson Joseph	Principal Financial Officer, Principal Accounting Officer and Treasurer	May 21, 2025
<u>/s/ Lauren Basmadjian*</u> Lauren Basmadjian	Trustee and Chair of the Board	May 21, 2025
<u>/s/ Mark Garbin*</u> Mark Garbin	Trustee	May 21, 2025
<u>/s/ Sanjeev Handa*</u> Sanjeev Handa	Trustee	May 21, 2025
<u>/s/ Brian Marcus*</u> Brian Marcus	Trustee	May 21, 2025
<u>/s/ Joan McCabe*</u> Joan McCabe	Trustee	May 21, 2025

* By: /s/ Joshua Lefkowitz
Joshua Lefkowitz
As Agent or Attorney-in-Fact

CARLYLE CREDIT INCOME FUND

Common Shares

**Third Amendment to the
Equity Distribution Agreement**

This Third Amendment, dated May 21, 2025 (this “**Amendment**”), by and among Carlyle Credit Income Fund, a Delaware statutory trust (the “**Fund**”), Carlyle Global Credit Investment Management L.L.C., a Delaware limited liability company (the “**Advisor**”), B. Riley Securities, Inc. (“**B. Riley**”), Ladenburg Thalmann & Co. Inc. (“**Ladenburg**”), Oppenheimer & Co. Inc. (“**Oppenheimer**”) and Lucid Capital Markets, LLC (“**Lucid**”) and, together with B. Riley, Ladenburg and Oppenheimer, the “**Placement Agents**”) is to that certain Equity Distribution Agreement, dated October 4, 2023, by and among the Fund, the Advisor and the Placement Agents parties thereto (as amended on May 20, 2024 and November 21, 2024, the “**Equity Distribution Agreement**”).

WHEREAS, the parties desire to increase the Maximum Amount from \$75,000,000 to \$125,000,000, and modify certain other terms set forth in the Equity Distribution Agreement with effect on and after the date hereof.

NOW THEREFORE, in consideration of the mutual promises contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment, intending to be legally bound, hereby amend the Equity Distribution Agreement and agree as follows:

1. Amendment to the Preamble. The first sentence of the first paragraph of the Preamble of the Equity Distribution Agreement is amended and restated as follows:

Carlyle Credit Income Fund, a Delaware statutory trust (the “**Fund**”), and Carlyle Global Credit Investment Management L.L.C., a Delaware limited liability company (the “**Advisor**”), confirm their respective agreements (this “**Agreement**”) with, and the appointment of, B. Riley Securities, Inc. (“**B. Riley**”), Ladenburg Thalmann & Co. Inc. (“**Ladenburg**”), Oppenheimer & Co. Inc. (“**Oppenheimer**”) and Lucid Capital Markets, LLC (“**Lucid**”) and, together with B. Riley, Ladenburg and Oppenheimer, the “**Placement Agents**”) to act as placement agents and/or principals in connection with the proposed issuance and sale of the Fund’s shares of beneficial interest (the “**Common Shares**”) from time to time during the term of this Agreement having an aggregate offering price of up to \$125,000,000 (the “**Maximum Amount**”).

2. Amendments to Section 1. The first sentence of the first paragraph of Section 1 of the Equity Distribution Agreement is amended and restated as follows:

Each time that the Fund wishes to issue and sell the Common Shares hereunder (each, a “**Placement**”), it will notify some or all of the several Placement Agents by e-mail notice (or other method mutually agreed to in writing by the parties) containing the parameters in accordance with which the Fund desires the Common Shares to be sold, which shall at a minimum include the number of Common Shares to be issued and sold (the “**Placement Securities**”), the time period during which sales are requested to be made, any limitation on the number of Common Shares that

may be sold in any one day and any minimum price below which sales may not be made (which minimum price shall not be less than the Fund's then current net asset value per share) (a "**Placement Notice**"), a form of which containing such minimum sales parameters is attached hereto as Exhibit A; provided, however, the Fund agrees that any offer to sell, any solicitation of an offer to buy, or any sales of Common Shares shall be effected by or through only one Placement Agent on any single given day, and the Fund shall in no event request that a Placement Agent sell Common Shares on the same day as another Placement Agent; provided, however, that if a Placement Agent that is not the executing agent under this Agreement for a given day seeks to execute a block sale of Common Shares, such Placement Agent may submit a request to the Fund, and upon the Fund's approval, may effect such block sale notwithstanding the foregoing restriction.

3. Amendment to Section 9(b). Section 9(b) of the Equity Distribution Agreement is amended and restated as follows:

On or prior to the date of the first Placement Notice and within five (5) Business Days of each Representation Date with respect to which the Fund and the Advisor are obligated to deliver the applicable Officer's Certificate for which no waiver is applicable, the Fund shall cause to be furnished to the Placement Agents written opinions of Simpson Thacher & Bartlett LLP and Richards, Layton & Finger, P.A. or other counsel satisfactory to B. Riley (collectively, "**Fund Counsel**"), in form and substance reasonably satisfactory to B. Riley and its counsel, dated the date that the opinion is required to be delivered, substantially similar to the respective form attached hereto as Exhibit D modified, as necessary, to relate to the Registration Statement and the Prospectus as then amended or supplemented; provided, however, that in lieu of such opinions for subsequent Representation Dates, any such counsel may furnish the Placement Agents with a letter (a "**Reliance Letter**") to the effect that the Placement Agents may rely on a prior opinion delivered under this Section 9(b) to the same extent as if it were dated the date of such letter (except that statements in such prior opinion shall be deemed to relate to the Registration Statement and the Prospectus as amended or supplemented at such Representation Date).

4. Amendment to Section 14. The second sentence of Section 14 of the Equity Distribution Agreement is amended and restated as follows:

Notices to B. Riley shall be directed to B. Riley Securities, Inc., 299 Park Avenue, 21st Floor, New York, New York 10171, if to Ladenburg Thalmann & Co. Inc., 640 Fifth Avenue, 4th Floor, New York, New York 10019, if to Oppenheimer & Co. Inc., 85 Broad Street, 23rd Floor, New York, New York 10004, if to Lucid Capital Markets, LLC, 570 Lexington Avenue, 40th Floor, New York, New York 10022, with a copy to Katten Muchin Rosenman LLP, 1919 Pennsylvania Ave NW, Suite 800, Washington, DC 20006, Attention: Vlad M. Bulkin; if to the Fund, shall be sufficient in all respects if delivered to the Fund at the offices of the Fund at One Vanderbilt Avenue, Suite 3400, New York, New York 10017, Attention: Nishil Mehta, with a copy to Simpson Thacher & Bartlett LLP, 900 G Street NW, Washington, D.C. 20001, Attention: Steven Grigoriou; if to the Advisor, shall be sufficient in all respects if delivered to the Advisor at the offices of the Advisor at One Vanderbilt Avenue, Suite 3400, New York, New York 10017, Attention: Joshua Lefkowitz, with a copy to Simpson Thacher & Bartlett LLP, 900 G Street NW, Washington, D.C. 20001, Attention: Steven Grigoriou.

5. Amendments to Exhibit D-1. Exhibit D-1 to the Equity Distribution Agreement is amended and restated in its entirety in the form attached hereto as Exhibit D-1.

6. Amendments to Exhibit D-2. The last paragraph of Exhibit D-2 to the Equity Distribution Agreement is amended and restated as follows:

This opinion may be relied upon by you in connection with the matters set forth herein. Without our prior written consent, this opinion may not be relied upon by or furnished to any other person or entity for any purpose; provided, that Simpson Thacher & Bartlett LLP, counsel to the Trust and Katten Muchin Rosenman LLP, counsel to the Placement Agents, may rely on the opinions sets forth in this opinion letter insofar as they related to matters governed by the Act in connection with an opinion of even date herewith rendered by each of Simpson Thacher & Bartlett LLP and Katten Muchin Rosenman LLP to the Placement Agents relating to the sale and issuance of the Shares.

7. Amendments to Exhibit E-1. The last sentence of Exhibit E-1 to the Equity Distribution Agreement is amended and restated as follows:

Each of Katten Muchin Rosenman LLP, counsel to the Placement Agents, and Simpson Thacher & Bartlett LLP, counsel to the Fund, is authorized to rely on this certificate in connection with opinions each such firm is rendering pursuant to the Equity Distribution Agreement.

8. Amendments to Exhibit E-2. The penultimate sentence of Exhibit E-2 to the Equity Distribution Agreement is amended and restated as follows:

Each of Katten Muchin Rosenman LLP, counsel to the Placement Agents, and Simpson Thacher & Bartlett LLP, counsel to the Fund, is authorized to rely on this certificate in connection with opinions each such firm is rendering pursuant to the Equity Distribution Agreement.

9. Amendments to Exhibit E-3. Numbered paragraphs 6 and 10 of Exhibit E-3 to the Equity Distribution Agreement are amended and restated as follows:

6. The minute books and records of the Fund relating to all proceedings of the shareholders and the Board and all committees thereof made available to Simpson Thacher & Bartlett LLP, counsel to the Fund ("*Simpson*"), and Katten Muchin Rosenman LLP, counsel to the Placement Agents ("*Katten*"), are the original minute books and records of the Fund, or are true and correct copies thereof, complete in all material respects. The documents of the Fund made available to Simpson and Katten in connection with their due diligence review of the Fund were true and correct in all material respects. There have been no material changes, additions or alterations in said minute books and records nor any changes to any documents outside the ordinary course of the Fund's business, whether or not such minute books, records or documents were disclosed or provided to Simpson and Katten in writing.

10. Simpson and Katten are each entitled to rely upon this Secretary's Certificate in connection with any opinions given in connection with the transactions contemplated by the Equity Distribution Agreement.

10. Amendments to Exhibit E-4. Paragraph 8 of Exhibit E-4 to the Equity Distribution Agreement is amended and restated as follows:

Each of Katten Muchin Rosenman LLP, counsel to the Placement Agents, and Simpson Thacher & Bartlett LLP, counsel to the Fund, is authorized to rely on this certificate in connection with opinions each such firm is rendering pursuant to the Equity Distribution Agreement.

11. Consent to Amendment. Each of the Fund, the Advisor and the Placement Agents by the execution of this Amendment hereby consent to the amendments, modifications and supplements to the Equity Distribution Agreement contemplated herein.

12. No Other Amendments. No other amendments to the Equity Distribution Agreement are intended by the parties hereto, are made, or shall be deemed to be made, pursuant to this Amendment, and all provisions of the Equity Distribution Agreement, including all annexes and exhibits thereto, unaffected by this Amendment shall remain in full force and effect.

13. Governing Law; Headings. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of laws principles. The section headings in this Amendment have been inserted as a matter of convenience of reference and are not a part of this Amendment.

14. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Equity Distribution Agreement.

15. Counterparts. This Amendment may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. An electronic signature shall constitute an original signature for all purposes.

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, and upon the acceptance hereof by each of you, this Amendment and such acceptance hereof shall constitute a binding agreement among each of you, the Fund and the Advisor.

[Signature pages to follow]

Very truly yours,
CARLYLE CREDIT INCOME FUND

By: /s/ Nishil Mehta

Name: Nishil Mehta

Title: President and Chief Executive Officer

CARLYLE GLOBAL CREDIT INVESTMENT
MANAGEMENT L.L.C.

By: /s/ Justin Plouffe

Name: Justin Plouffe

Title: Managing Director and Deputy Chief Investment
Officer

[Signature Page to Third Amendment to the Equity Distribution Agreement]

Accepted and agreed to as
of the date first above written:

B. Riley Securities, Inc.

By: /s/ Michael Cavanagh
Name: Michael Cavanagh
Title: Managing Director

Ladenburg Thalmann & Co. Inc.

By: /s/ Dan Blood
Name: Dan Blood
Title: Co-Head of Investment Banking and Head of FIG

Oppenheimer & Co. Inc.

By: /s/ Peter Bennett
Name: Peter Bennett
Title: Head of Equity Capital Markets

Lucid Capital Markets, LLC

By: /s/ Jeffrey Calvin
Name: Jeffrey Calvin
Title: MD

[Signature Page to Third Amendment to the Equity Distribution Agreement]

Exhibit D-1

Opinion of Simpson Thacher & Bartlett LLP

[See attached.]

May 21, 2025

Carlyle Credit Income Fund
One Vanderbilt Avenue, Suite 3400
New York, NY 10017

Re: **Carlyle Credit Income Fund**

Ladies and Gentlemen:

We have acted as special Delaware counsel to Carlyle Credit Income Fund, a Delaware statutory trust (the “Trust”), in connection with the matters set forth herein. At your request, this opinion is being furnished to you.

We have examined originals or copies of the following documents:

- a) The certificate of trust of the Trust, as filed with the office of the Secretary of State of the State of Delaware (the “Secretary of State”) on April 8, 2011, as amended by the Certificate of Amendment to Certificate of Trust, as filed in the office of the Secretary of State on July 14, 2023 (the “Certificate of Trust”);
- b) The Amended and Restated Declaration of Trust, dated as of July 14, 2023, among the trustees named therein, as supplemented by the Supplement to the Trust Agreement relating to Series A Preferred Shares due 2028, dated as of October 24, 2023, among the trustees named therein, as amended by the amendment thereto, dated as of November 28, 2023, among the trustees named therein, as further supplemented by the Supplement to the Trust Agreement relating to Series B Preferred Shares due 2029, dated as of August 27, 2024, among the trustees named therein, as further supplemented by the Third Supplement to the Trust Agreement relating to Series C Preferred Shares due 2030, dated as of January 31, 2025, among the trustees named therein (as supplemented, the “Trust Agreement”);
- c) The Amended and Restated By-Laws of the Trust, dated as of July 14, 2023 (the “By-Laws”);

- d) A certificate of the secretary of the Trust, dated on or about the date hereof (the “Officer’s Certificate”), and attaching copies of the resolutions the Board of Trustees thereof (the forgoing are collectively referred to as the “Resolutions” and, together with the Trust Agreement and the By-Laws, are collectively referred to as the “Trust Documents”);
- e) The Registration Statement (the “Registration Statement”) on Form N-2, and the preliminary prospectus therein (the “Base Prospectus”), dated June 5, 2023 and as amended on July 17, 2023, September 1, 2023, September 28, 2023, October 6, 2023, May 31, 2024 and November 21, 2024;
- f) The Prospectus Supplement, dated October 4, 2023, as supplemented by Supplement No. 1, dated as of November 21, 2024 and Supplement No. 2, dated as of May 21, 2024 (as supplemented, the “Prospectus Supplement” and together with the Base Prospectus the “Prospectus”), with respect to the issuance and sale of the common shares of beneficial interest in the Trust (the “Shares”) in an aggregate amount of up to \$125,000,000;
- g) The Equity Distribution Agreement, dated as of October 4, 2023, among the Trust, Carlyle Global Credit Investment Management L.L.C., Ladenburg Thalmann & Co. Inc. (“Ladenburg”), B. Riley Securities, Inc. (“B. Riley”), and Oppenheimer & Co. Inc (“Oppenheimer” and, together with Ladenburg and B. Riley the “Original Placement Agents”), as amended by the First Amendment to the Equity Distribution Agreement, dated as of May 20, 2024, among the Trust, Carlyle Global Credit Investment Management L.L.C. and the Original Placement Agents, as further amended by the Second Amendment to the Equity Distribution Agreement, dated as of November 21, 2024, among the Trust, Carlyle Global Credit Investment Management L.L.C., the Original Placement Agents and Lucid Capital Markets, LLC (together with the Original Placement Agents, the “Placement Agents”), as further amended by the Third Amendment to the Equity Distribution Agreement, dated as of May 21, 2025, among the Trust, Carlyle Global Credit Investment Management L.L.C. and the Placement Agents (as amended, the “Equity Distribution Agreement”);
- h) A Certificate of Good Standing for the Trust, dated May 20, 2025, obtained from the Secretary of State.

We have not reviewed any documents other than the foregoing documents for purposes of rendering our opinions as expressed herein, and we have assumed that there exists no provision of any such other document that bears upon or is inconsistent with our opinions as expressed herein. We have conducted no independent factual investigation of our own but have relied solely upon the foregoing documents, the statements and information set forth therein and the additional matters recited or assumed herein, all of which we have assumed to be true, complete and accurate in all material respects.

Based upon the foregoing and upon an examination of such questions of law as we have deemed necessary or appropriate, and subject to the assumptions, exceptions and qualifications set forth herein, we advise you that, in our opinion:

1. The Trust is validly existing in good standing as a statutory trust under Delaware Statutory Trust Act, 12 Del. C. § 3801, et seq.
2. The Shares of the Trust have been duly authorized and, when issued, will be validly issued, fully paid and nonassessable beneficial interests in the Trust.

The foregoing opinions are subject to the following exceptions, qualifications and assumptions:

- A. We are admitted to practice law in the State of Delaware and we do not hold ourselves out as being experts on the law of any other jurisdiction. The foregoing opinions are limited to the laws of the State of Delaware currently in effect. We express no opinion with respect to (i) federal laws, including without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the Trust Indenture Act of 1939, as amended, and the Investment Company Act of 1940, as amended, including the effect of, or compliance with, any such federal laws that are expressly incorporated into the Trust Agreement or By-Laws or that may preempt applicable Delaware law or the provisions of the Trust Agreement or By-Laws or that may prohibit, or impose restrictions or conditions on, the consummation of the matters referenced in this opinion, (ii) state securities, tax or blue sky laws or (iii) laws relating to the particular nature of the Trust assets.
- B. We have assumed (i) except to the extent provided in paragraph 1 above, the valid existence of each party to the documents examined by us under the laws of the jurisdiction governing its organization, (ii) except to the extent provided in paragraph 1 above, that each party has the power and authority to execute and deliver, and to perform its obligations under, the documents examined by us, (iii) the legal capacity of natural persons who are signatories to the documents examined by us, (iv) that each party has duly authorized, executed and delivered the documents examined by us, (v) that the Trust Documents constitute the entire agreement among the parties thereto with respect to the subject matter thereof, including, without limitation, the formation, operation and termination of the Trust, and that the Trust Documents and the Certificate of Trust are in full force and effect and have not been amended, (vi) that the execution, delivery and performance of the documents examined by us by each of the parties thereto does not and will not violate or require any consent or approval of, the withholding of objection on the part of, the giving of notice to, the filing, registration or qualification with, or the taking of any other action under, any agreement, indenture or instrument to which it is a party or by which it is bound or any provision of any law, rule, regulation, judgment, order, writ, injunction or decree of any court or governmental authority applicable to it or any of its property, (vii) that the books and records of the Trust set forth the names and addresses of all persons to whom Shares of beneficial interest of the Trust are to be issued by the Trust and the dollar value of each holder's contribution to the Trust, (viii) that the Shares of beneficial interest of the Trust are issued and sold to the holders in

accordance with the Trust Documents, the Registration statement and the Prospectus, (ix) that the Trust has no assets (other than investments in securities and other intangibles in Delaware entities), activities (other than having a registered office and registered agent in the State of Delaware as required by the Act and the filing of documents with the Secretary of State) or employees in the State of Delaware, (x) that any amendment or restatement of any document reviewed by us has been accomplished in accordance with, and was permitted by, the relevant provisions of said document prior to its amendment or restatement from time to time, (xi) that no vote of shareholders under Section 11.6 of the Trust Agreement will be required in connection with issuance of any Shares, and (xii) that each party has complied and will comply with all of the obligations and has satisfied and will satisfy all of the conditions on its part to be performed or satisfied pursuant to the documents examined by us.

- C. We have assumed that all signatures on documents examined by us are genuine, that all documents submitted to us as originals are authentic, and that all documents submitted to us as copies conform with the originals, which facts we have not independently verified.
- D. We have not participated in the preparation of any offering materials, including without limitation the Registration Statement or Prospectus, with respect to the Shares and assume no responsibility for their contents.

We consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement. We also consent to the use of our name under the heading "Legal Counsel" in the Prospectus. In giving the foregoing consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ Richards, Layton & Finger, P.A.

JWP/MMK/CZD