
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):

June 12, 2013

Gladstone Investment Corporation

(Exact name of registrant as specified in its charter)

Delaware

814-00704

83-0423116

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

1521 Westbranch Drive, Suite 200, McLean, Virginia

22102

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

703-287-5800

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:

- 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))
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Item 1.01 Entry into a Material Definitive Agreement.

As originally described in a Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on May 2, 2013, Gladstone Investment Corporation (the "Company"), through one of its wholly-owned subsidiary, Gladstone Business Investment, LLC ("Business Investment"), is a party to a fifth amended and restated credit agreement (the "Credit Agreement"), dated as of April 30, 2013, with Key Equipment Finance, Inc, as administrative agent, lead arranger and a lender (the "Administrative Agent"), Branch Banking and Trust Company, as a lender and managing agent, and Gladstone Management Corporation, the Company's affiliated investment adviser, as servicer (the "Servicer"), providing for a \$70 million credit facility.

On June 12, 2013, the Company increased its borrowing capacity under the Credit Agreement from \$70 million to \$105 million by entering into Joinder Agreements pursuant to the Credit Agreement, by and among Business Investment, the Administrative Agent, the Servicer and each of Alostara Bank of Commerce and Everbank Commercial Finance, Inc.

The Company issued a press release announcing the increase in borrowing capacity, which is attached hereto as Exhibit 99.1. Copies of the Joinder Agreements are attached as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 is hereby incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

10.1 Joinder Agreement, dated as of June 12, 2013, by and among the Gladstone Business Investment, LLC, Gladstone Management Corporation, Key Equipment Finance Inc. and Everbank Commercial Finance, Inc.

10.2 Joinder Agreement, dated as of June 12, 2013, by and among the Gladstone Business Investment, LLC, Gladstone Management Corporation, Key Equipment Finance Inc. and Alostara Bank of Commerce.

99.1 Press Release of Gladstone Investment Corporation, dated June 17, 2013.

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 hereunto duly authorized.

June 17, 2013

Gladstone Investment Corporation

By: /s/ David Watson

Name: David Watson

Title: Chief Financial Officer & Treasurer

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Joinder Agreement, dated as of June 12, 2013, by and among the Gladstone Business Investment, LLC, Gladstone Management Corporation, Key Equipment Finance Inc. and Everbank Commercial Finance, Inc.
10.2	Joinder Agreement, dated as of June 12, 2013, by and among the Gladstone Business Investment, LLC, Gladstone Management Corporation, Key Equipment Finance Inc. and Alostair Bank of Commerce.
99.1	Press Release of Gladstone Investment Corporation, dated June 17, 2013.

JOINDER AGREEMENT

Reference is made to the that certain Fifth Amended and Restated Credit Agreement dated as of April 30, 2013 by and among Gladstone Business Investment, LLC, Gladstone Management Corporation, as Servicer, the Lenders and Managing Agents parties thereto from time to time, and Key Equipment Finance Inc., as Administrative Agent, (as amended, modified or restated from time to time, the "Credit Agreement"). Capitalized terms used and not otherwise defined herein are used with the meanings set forth or incorporated by reference in the Credit Agreement.

EVERBANK COMMERCIAL FINANCE, INC. (the "New Managing Agent"), EVERBANK COMMERCIAL FINANCE, INC. (the "New Lender"); and together with the New Managing Agent, the "New Lender Group"), the Administrative Agent, the Borrower and the Servicer agree as follows:

1. Borrower has requested that the New Lender Group become a "Lender Group" under the Credit Agreement.
2. The effective date (the "Effective Date") of this Joinder Agreement shall be the later of (i) the date on which a fully executed copy of this Joinder Agreement is delivered to the Administrative Agent and (ii) the date of this Joinder Agreement.
3. By executing and delivering this Joinder Agreement, each of the New Managing Agent and the New Lender (i) confirms that it has received a copy of the Credit Agreement and such Transaction Documents and other documents and information requested by it, and that it has, independently and without reliance upon Borrower, Servicer, any Lender, any Managing Agent or the Administrative Agent, and based on such documentation and information as it has deemed appropriate, made its own decision to enter into this Joinder Agreement; (ii) agrees that it shall, independently and without reliance upon Borrower, Servicer, any Lender, any Managing Agent or the Administrative Agent, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement and any of the Transaction Documents; (iii) appoints and authorizes the Administrative Agent to take such action on its behalf and to exercise such powers and discretion under the Credit Agreement and the Transaction Documents as are delegated to the Administrative Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto; (iv) agrees that it shall perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement are required to be performed by it as a Managing Agent and a Lender, respectively; (v) specifies as its address for notices the office set forth beneath its name on the signature pages of this Joinder Agreement; and (vi), in the case of the New Lender, appoints and authorizes the New Managing Agent as its Managing Agent to take such action as a managing agent on its behalf and to exercise such powers under the Credit Agreement, as are delegated to the Managing Agents by the terms thereof.
4. On the Effective Date of this Joinder Agreement, both of the New Managing Agent and the New Lender shall join in and be a party to the Credit Agreement and, to the extent provided in this Joinder Agreement, shall have the rights and obligations of a Managing Agent, and a Lender, respectively, under the Credit Agreement.

5. This Joinder Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. This Joinder Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written, such execution being made on Schedule I hereto.

* * * * *

Schedule I
to
Joinder Agreement
Dated June 12th, 2013

Section 1.

The "Commitment" with respect to the New Lender is:

EverBank Commercial Finance, Inc. \$20,000,000

Section 2.

The "Group Advance Limit" with respect to the New Lender Group is \$20,000,000.

NEW LENDER: EVERBANK COMMERCIAL FINANCE, INC.

By: /s/ David D'Antonio

Name: David D'Antonio
Title: Managing Director
Address for notices:

EverBank Commercial Finance, Inc.
700 East Gate Drive, Suite 310
Mount Laurel, NJ 08054
E-mail: Dave.Dantonio@EverBank.com
and LFLoanAdmin@EverBank.com

NEW MANAGING AGENT: EVERBANK COMMERCIAL FINANCE, INC.

By: /s/ David D'Antonio

Name: David D'Antonio
Title: Managing Director

Address for notices:
EverBank Commercial Finance, Inc.
700 East Gate Drive, Suite 310
Mount Laurel, NJ 08054
E-mail: Dave.Dantonio@EverBank.com
And LFLoanAdmin@EverBank.com

Consented to this 12th day of June, 2013 by:

KEY EQUIPMENT FINANCE INC.,
as Administrative Agent

By: /s/ Richard S. Andersen

Name: Richard S. Andersen
Title: Vice President

GLADSTONE BUSINESS INVESTMENT, LLC,

as Borrower

By: /s/ David Gladstone

Name: David Gladstone
Title: Chairman and CEO

GLADSTONE MANAGEMENT CORPORATION,

as Servicer

By: /s/ David Gladstone

Name: David Gladstone
Title: Chairman, CEO and President

JOINDER AGREEMENT

Reference is made to the that certain Fifth Amended and Restated Credit Agreement dated as of April 30, 2013 by and among Gladstone Business Investment, LLC, Gladstone Management Corporation, as Servicer, the Lenders and Managing Agents parties thereto from time to time, and Key Equipment Finance Inc., as Administrative Agent, (as amended, modified or restated from time to time, the “Credit Agreement”). Capitalized terms used and not otherwise defined herein are used with the meanings set forth or incorporated by reference in the Credit Agreement.

ALOSTAR BANK OF COMMERCE (the “New Managing Agent”), ALOSTAR BANK OF COMMERCE (the “New Lender”; and together with the New Managing Agent, the “New Lender Group”), the Administrative Agent, the Borrower and the Servicer agree as follows:

1. Borrower has requested that the New Lender Group become a “Lender Group” under the Credit Agreement.

2. The effective date (the “Effective Date”) of this Joinder Agreement shall be the later of (i) the date on which a fully executed copy of this Joinder Agreement is delivered to the Administrative Agent and (ii) the date of this Joinder Agreement.

3. By executing and delivering this Joinder Agreement, each of the New Managing Agent and the New Lender (i) confirms that it has received a copy of the Credit Agreement and such Transaction Documents and other documents and information requested by it, and that it has, independently and without reliance upon Borrower, Servicer, any Lender, any Managing Agent or the Administrative Agent, and based on such documentation and information as it has deemed appropriate, made its own decision to enter into this Joinder Agreement; (ii) agrees that it shall, independently and without reliance upon Borrower, Servicer, any Lender, any Managing Agent or the Administrative Agent, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement and any of the Transaction Documents; (iii) appoints and authorizes the Administrative Agent to take such action on its behalf and to exercise such powers and discretion under the Credit Agreement and the Transaction Documents as are delegated to the Administrative Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto; (iv) agrees that it shall perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement are required to be performed by it as a Managing Agent and a Lender, respectively; (v) specifies as its address for notices the office set forth beneath its name on the signature pages of this Joinder Agreement; and (vi), in the case of the New Lender, appoints and authorizes the New Managing Agent as its Managing Agent to take such action as a managing agent on its behalf and to exercise such powers under the Credit Agreement, as are delegated to the Managing Agents by the terms thereof.

4. On the Effective Date of this Joinder Agreement, both of the New Managing Agent and the New Lender shall join in and be a party to the Credit Agreement and, to the extent provided in this Joinder Agreement, shall have the rights and obligations of a Managing Agent, and a Lender, respectively, under the Credit Agreement.

5. This Joinder Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. This Joinder Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written, such execution being made on Schedule I hereto.

* * * * *

Schedule I
to
Joinder Agreement
Dated June 12th, 2013

Section 1.

The “Commitment” with respect to the New Lender is:

AloStar Bank of Commerce \$15,000,000

Section 2.

The “Group Advance Limit” with respect to the New Lender Group is \$15,000,000.

NEW LENDER: ALOSTAR BANK OF COMMERCE

By: /s/ Susan M. Hall Name: Susan M. Hall

Title: Managing Director

Address for notices:

AloStar Bank of Commerce

3630 Peachtree Road NE, Suite 1050

Atlanta, GA 30326

E-mail: jgettmann@alostarbank.com

NEW MANAGING AGENT: ALOSTAR BANK OF COMMERCE

Title: Managing Director

By: /s/ Susan M. Hall Name: Susan M. Hall

Address for notices:

AloStar Bank of Commerce 3630 Peachtree Road NE,

Suite 1050 Atlanta, GA 30326 E-mail: jgettmann@alostarbank.com

Consented to this 12th day of June, 2013 by:

KEY EQUIPMENT FINANCE INC.,
as Administrative Agent

By: /s/ Richard S. Andersen

Name: Richard S. Andersen

Title: Vice President

GLADSTONE BUSINESS INVESTMENT, LLC,

as Borrower

By: /s/ David Gladstone

Name: David Gladstone

Title: Chairman and CEO

GLADSTONE MANAGEMENT CORPORATION,

as Servicer

By: /s/ David Gladstone

Name: David Gladstone

Title: Chairman, CEO and President



Gladstone Investment Corporation Increases Credit Facility by 50% to \$105 Million with Addition of Two New Lenders

McLean, VA, June 17, 2013: Gladstone Investment Corporation (NASDAQ: GAIN) (“Gladstone Investment” and the “Company”) announced today that on June 12, 2013, it increased its borrowing capacity in its line of credit by \$35 million to \$105 million in aggregate with the addition of two new lenders. Through Gladstone Investments’ wholly-owned subsidiary, Gladstone Business Investment, LLC, the Company is a party to a fifth amended and restated credit agreement (the “Credit Agreement”), dated as of April 30, 2013, with Key Equipment Finance, Inc, as administrative agent, lead arranger and a lender and Branch Banking and Trust Company, as a lender and managing agent, originally providing for a 3-year \$70 million credit facility. On June 12, 2013, the Company increased its borrowing capacity under the Credit Agreement from \$70 million to \$105 million by adding two new lenders, Alostar Business Credit and Everbank Commercial Finance, Inc. Subject to certain terms and conditions, the Credit Facility may further be expanded up to \$200 million through the addition of other lenders to the facility.

Gladstone Investment Corporation is a publicly traded business development company that seeks to make debt and equity investments in small and mid-sized businesses in the United States in connection with acquisitions, changes in control and recapitalizations. Gladstone Investment has paid 95 consecutive monthly cash distributions on its common stock.

Information on the business activities of all the Gladstone funds can be found at www.gladstonecompanies.com. For Investor Relations inquiries related to any of the monthly dividend paying Gladstone funds, please visit www.gladstone.com.

Source: Gladstone Investment Corporation: +1-703-287-5893