UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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) August 2, 2016 (August 1, 2016)

Gladstone Commercial Corporation
(Exact Name of Registrant as Specified in Charter)

Maryland	**001-33097**	**02-0681276**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

1521 Westbranch Drive, Suite 100 **McLean, Virginia** **(Address of Principal Executive Offices)**	**22102** **(Zip Code)**

Registrant's telephone number, including area code: (703) 287-5800

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))

Item 1.01 Entry Into a Material Definitive Agreement.

On August 1, 2016, Gladstone Commercial Corporation (the "Company") entered into purchase agreements with certain institutional and retail investors pursuant to which the Company agreed to sell a total of 1,230,000 shares of its 7.00% Series D Cumulative Redeemable Preferred Stock, par value $0.001 per share, with a liquidation preference of $25.00 per share (the "Series D Preferred Stock"), in a registered direct placement at a purchase price of $24.75 per share. In connection with the offering, the Company entered into a placement agent agreement dated August 1, 2016 with CSCA Capital Advisors, LLC ("CSCA") pursuant to which CSCA agreed to act as the Company's placement agent. As placement agent, CSCA will receive a placement agent fee equal to 2.0% of the gross proceeds from the offering.

The offering is expected to close on August 4, 2016 and the Company's total net proceeds from the offering, after deducting the placement agent's fee and other estimated offering expenses, are expected to be approximately $29.7 million. The Company intends to use the net proceeds from the offering to pay down debt, invest in additional net leased real properties in accordance with the Company's investment objectives and to pay real estate acquisition expenses, to make or invest in mortgage loans in accordance the Company's investment objectives and for other general corporate purposes.

1,267,968 shares of Series D Preferred Stock were outstanding prior to this offering and 2,497,968 shares of Series D Preferred Stock will be outstanding following the offering. The shares of Series D Preferred Stock were offered and sold pursuant to the Company's prospectus supplement dated August 1, 2016 (the "Prospectus Supplement"), which supplements the Company's prospectus filed with the Securities and Exchange Commission (the "SEC") pursuant to the Company's Registration Statement on Form S-3 (File No. 333-208953), filed with the SEC on January 11, 2016, and declared effective on February 1, 2016 (the "Registration Statement"). The Series D Preferred Stock ranks on parity with the Company's outstanding 7.75% Series A Cumulative Redeemable Preferred Stock, 7.50% Series B Cumulative Redeemable Preferred Stock and 7.125% Series C Preferred Stock with respect to dividend rights and rights upon liquidation, dissolution or winding up. The Series D Preferred Stock is described in the Company's Registration Statement and the Prospectus Supplement.

The foregoing summaries of the terms of the purchase agreements and placement agent agreement are only a brief description of certain terms therein, do not purport to be a complete description of the rights and obligations of the parties thereunder, and are qualified in their entirety by such documents attached hereto. A copy of the form of purchase agreement is attached hereto as Exhibit 10.1 and is incorporated by reference herein. A copy of the placement agent agreement is attached hereto as Exhibit 1.1 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

1.1	Placement Agent Agreement dated August 1, 2016 by and between Gladstone Commercial Corporation and CSCA Capital Advisors, LLC.
5.1	Opinion of Venable LLP.
8.1	Tax Opinion of Bass, Berry & Sims, PLC.
10.1	Form of Purchase Agreement.
23.1	Consent of Venable LLP (included in Exhibit 5.1).
23.2	Consent of Bass, Berry & Sims, PLC (included in Exhibit 8.1).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Gladstone Commercial Corporation

August 2, 2016

By: /s/ Danielle Jones
Danielle Jones
Chief Financial Officer

INDEX TO EXHIBITS

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Exhibit 1.1

August 1, 2016

CSCA Capital Advisors, LLC
800 Third Avenue, 25th Floor
New York, New York 10022

Re: Placement of Series D Preferred Stock of Gladstone Commercial Corporation

Dear Sirs:

This letter (the "Agreement") confirms our agreement to retain CSCA Capital Advisors, LLC (the "Placement Agent") as our exclusive agent for a period commencing on the date of this letter and terminating on August 15, 2016, unless extended by the parties, to introduce Gladstone Commercial Corporation, a Maryland corporation (the "Company"), to certain investors as prospective purchasers (the "Offer") of up to 1,230,000 shares (the "Shares") (such number of shares actually sold, the "Securities") of the Company's 7.0% Series D Cumulative Redeemable Preferred Stock, par value $0.001 per share, having a liquidation preference equivalent to $25.00 per share (the "Series D Preferred Stock"). The engagement described herein (i) may be terminated by the Company at any time prior to the Closing (as defined below) and (ii) shall be in accordance with applicable laws and pursuant to the following procedures and terms and conditions:

1. The Company will:

(a) Cause the Company's independent public accountants to address to the Company and the Placement Agent and deliver to the Company, the Placement Agent and the Purchasers (as such term is defined in the Purchase Agreement dated the date hereof between the Company and the purchasers party thereto (the "Purchase Agreement") (i) a letter or letters (which letters are frequently referred to as "comfort letters") dated the date hereof, and (ii) if so requested by the Placement Agent, a "bring-down" letter delivered the date on which the sale of the Securities is consummated pursuant to the Purchase Agreement (such date, a "Closing Date" and the time of such consummation on the Closing Date, a "Closing,"), which, with respect to the letter or letters referred to in clause (i) above, will be substantially in the form attached hereto as Annex I, and with respect to the letter or letters referred to in clause (ii) above, will be in form and substance reasonably satisfactory to the Placement Agent.

(b) On the Closing Date, cause special securities counsel to the Company to deliver one or more opinions to the Placement Agent and the Direct Purchasers, Investment Advisers and Broker-Dealers (as those terms are defined in the Purchase Agreement) who sign the Purchase Agreement substantially in the form of Annex II hereto and otherwise in form and substance reasonably satisfactory to the Placement Agent and its counsel, and cause the Maryland counsel to the Company to deliver opinions to the Placement Agent and the Direct Purchasers, Investment Advisers and Broker-Dealers who sign the Purchase Agreement substantially in the form of Annex III hereto.

(c) Prior to the Closing, the Company shall not sell or approve the solicitation of offers for the purchase of additional Shares in excess of the amount which shall be authorized by the Company or in excess of the aggregate offering price of the Shares registered pursuant to the Registration Statement (as defined below).

(d) Use the proceeds of the offering contemplated hereby as set forth under the caption "Use of Proceeds" in the Prospectus Supplement (as defined below).

(e) On the Closing Date, the Company shall deliver to the Placement Agent and the Purchasers a certificate of the Chief Executive Officer and Chief Financial Officer of the Company, dated as of the Closing Date, setting forth that each of the representations and warranties contained in this Agreement shall be true on and as of the Closing Date as if made as of the Closing Date and each of the conditions and covenants contained herein shall have been complied with to the extent compliance is required prior to the Closing Date, and shall have delivered such other customary certificates as the Placement Agent shall have reasonably requested.

(f) For a period of 30 days from the date of this Agreement (the "Lockup Period") the Company will not, without the prior written consent of the Placement Agent, directly or indirectly offer, sell, assign, transfer, pledge, contract to sell, grant an option to purchase, make any short sale or otherwise dispose of, any of the Preferred Stock (as defined herein) of the Company.

2. The Company authorizes the Placement Agent to use the Prospectus (as defined below) in connection with the Offer for such period of time as any such materials are required by law to be delivered in connection therewith and the Placement Agent agrees to do so.

(a) The Placement Agent will use commercially reasonable efforts on behalf of the Company in connection with the Placement Agent's services hereunder. No offers or sales of Securities shall be made to any person without the prior approval of such person by the Company, such approval to be at the reasonable discretion of the Company. The Placement Agent's aggregate fee for its services hereunder will be an amount equal to 2.0% of the gross proceeds from the sale of Securities sold to Purchasers that are not affiliates of the Placement Agent (such fee payable by the Company at and subject to the consummation of the Closing). The Company, upon consultation with the Placement Agent, may establish in the Company's discretion a minimum aggregate amount of Shares to be sold in the offering contemplated hereby, which minimum aggregate amount shall be reflected in the Prospectus. The Placement Agent will not enter into any agreement or arrangement with any broker, dealer or other person in connection with the placement of Securities (individually, a "Participating Person" and collectively, "Participating Persons") which will obligate the Company to pay additional fees or expenses to or on behalf of a Participating Person without the prior written consent of the Company, it being understood that Weeden & Co. L.P. will be acting as settlement agent (the "Settlement Agent") in connection with the Closing and the Company will pay the fees and expenses of the Settlement Agent which shall be calculated at the rate of $0.02 per Security sold.

(b) The Company agrees that it will pay its own costs and expenses incident to the performance of its obligations hereunder whether or not any Securities are offered or sold pursuant to the Offer, including, without limitation, (i) the filing fees and expenses, if any, incurred with respect to any filing with the NASDAQ Global Select Market, (ii) all costs and expenses incident to the preparation, issuance, execution and delivery of the Securities, (iii) all costs and expenses (including filing fees) incident to the preparation, printing and filing under the Securities Act of 1933, as amended (the "Act"), of the Registration Statement and the Prospectus, including, without limitation, in each case, all exhibits, amendments and supplements thereto, (iv) all costs and expenses incurred in connection with the required registration or qualification of the Securities issuable under the laws of such jurisdictions as the Placement Agent may reasonably designate, if any, (v) all costs and expenses incurred by the Company in connection with the printing (including word processing and duplication costs) and delivery of the Prospectus and Registration Statement (including, without limitation, any preliminary and supplemental blue sky memoranda) including, without limitation, mailing and shipping, (vi) all fees and expenses incurred in marketing the Offer, and (vii) the fees and disbursements of Bass, Berry & Sims PLC, special securities counsel to the Company, Venable LLP, Maryland counsel to the Company, any other counsel to the Company, and PricewaterhouseCoopers LLP, auditors to the Company.

(c) The Company will indemnify and hold harmless the Placement Agent, any Sub-Placement Agent and each of their partners, directors, officers, associates, affiliates, subsidiaries, employees, consultants, attorneys, agents, and each person, if any, controlling the Placement Agent, any Sub-Placement Agent or any of their affiliates within the meaning of either Section 15 of the Act or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (collectively, the "Placement Agent Indemnitees"), from and against any and all losses, claims, damages, liabilities or costs (and any reasonable legal or other expenses incurred by such Placement Agent in investigating or defending the same or in giving testimony or furnishing documents in response to a request of any government agency or to a subpoena) in any way relating to, arising out of or caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or in the Prospectus or any Preliminary Prospectus (as defined below) or in any way relating to, arising out of or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Such indemnity agreement shall not, however, apply to any such loss, claim, damage, liability, cost or expense (i) if such statement or omission was made in reliance upon or in conformity with information furnished in writing to the Company by the Placement Agent or its affiliates or any of the Purchasers, Investment Advisers or Broker-Dealers (as defined in the Purchase Agreement) or their respective affiliates expressly for use in the Prospectus Supplement, or (ii) which is held in a final judgment of a court of competent jurisdiction (not subject to further appeal) to have arisen out of (x) the gross negligence or willful misconduct of the Placement Agent, any Placement Agent Indemnitee described in this paragraph 2(c), Purchaser, Investment Adviser, or Broker-Dealer or (y) a breach of the Placement Agent's representations and warranties in paragraph 4 hereof.

(d) The Placement Agent will indemnify and hold harmless the Company and each of its directors, officers, associates, affiliates, subsidiaries, employees, consultants, attorneys, agents, and each person controlling the Company or any of its affiliates within the meaning of either Section 15 of the Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages, liabilities, costs or expenses (and any reasonable legal or other expenses incurred by such indemnitee in investigating or defending the same or in giving testimony or furnishing documents in response to a request of any government agency or to a subpoena) (i) which are held in a final judgment of a court of competent jurisdiction (not subject to further appeal) to have arisen out of the gross negligence or willful misconduct of such Placement Agent or any of its respective partners, directors, officers, associates, affiliates, subsidiaries, employees, consultants, attorneys, agents, or any person controlling the Placement Agent or any of its affiliates within the meaning of Section 15 of the Act or Section 20 of the Exchange Act or (ii) relating to, arising out of or caused by any untrue statement or alleged untrue statement of a material fact contained in the Prospectus Supplement or in any way relating to, arising out of or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, if such statement or omission was made in reliance upon or in conformity with information furnished in writing to the Company by the Placement Agent or its affiliates or any of the Purchasers, Investment Advisers or Broker-Dealers or their respective affiliates expressly for use in the Prospectus Supplement, or (iii) which result from violations by the Placement Agent of law or of requirements, rules or regulations of federal or state securities regulators, self-regulatory associations or organizations in the securities industry, stock exchanges or organizations with similar functions or responsibilities with respect to securities brokers or dealers, as determined by a court of competent jurisdiction or applicable federal or state securities regulators, self-regulatory associations or organizations in the securities industry or stock exchanges or organizations, as applicable.

(e) If any action, proceeding or investigation is commenced as to which any indemnified party hereunder proposes to demand indemnification under this Agreement, such indemnified party will notify the indemnifying party with reasonable promptness. The indemnifying party shall have the right to

assume the defense of the claim and retain counsel of its own choice (which counsel shall be reasonably satisfactory to the indemnified party) to represent it and such counsel shall, to the extent consistent with its professional responsibilities, cooperate with the indemnified party and any counsel designated by the indemnified party; provided, however, it is understood and agreed that if the indemnifying party assumes the defense of a claim for which indemnification is sought hereunder, it shall have no obligation to pay the expenses of separate counsel for the indemnified party, unless defenses are available to the indemnified party that make it impracticable for the indemnifying party and the indemnified party to be represented by the same counsel in which case the indemnified party shall be entitled to retain one counsel (in addition to local counsel). The indemnifying party will not be liable under this Agreement for any settlement of any claim against the indemnified party made without the indemnifying party's written consent.

(f) In order to provide for just and equitable contribution, if a claim for indemnification pursuant to this paragraph 2 is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provided for indemnification in such case, then the Company, on the one hand, and the Placement Agent, on the other hand, shall contribute to the losses, claims, damages, liabilities or costs to which the indemnified persons may be subject in accordance with the relative benefits received from the offering and sale of the Securities by the Company, on the one hand, and the Placement Agent, on the other hand (it being understood that, with respect to the Placement Agent, such benefits received are limited to fees actually paid by the Company and received by the Placement Agent pursuant to this Agreement), and also the relative fault of the Company, on the one hand, and the Placement Agent, on the other hand, in connection with the statements, acts or omissions which resulted in such losses, claims, damages, liabilities or costs, and any relevant equitable considerations shall also be considered. No person found liable for a fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who is not also found liable for such fraudulent misrepresentation. Notwithstanding the foregoing, the Placement Agent shall not be obligated to contribute any amount hereunder that exceeds the fees received by the Placement Agent in respect to the offering and sale of the Securities.

3. The Company represents and warrants to the Placement Agent as of the date hereof and as of the Closing Date as follows:

(a) The Company meets the requirements for use of Form S-3 under the Act and meets the requirements pursuant to the standards for such Form as (i) are in effect on the date hereof and (ii) were in effect immediately prior to October 21, 1992. The Company's Registration Statement was declared effective by the SEC (as defined below) and the Company has filed such post-effective amendments thereto as may be required under applicable law prior to the execution of this Agreement and each such post-effective amendment became effective. The SEC has not issued, nor to the Company's knowledge, has the SEC threatened to issue or intends to issue, a stop order with respect to the Registration Statement, nor has it otherwise suspended or withdrawn the effectiveness of the Registration Statement or, to the Company's knowledge, threatened to do so, either temporarily or permanently, nor, to the Company's knowledge, does it intend to do so. On the effective date, the Registration Statement complied in all material respects with the requirements of the Act and the rules and regulations promulgated under the Act (the "Regulations"); at the effective date the Basic Prospectus (as defined below) complied, and at the Closing the Prospectus will comply, in all material respects with the requirements of the Act and the Regulations; each of the Basic Prospectus and the Prospectus as of its date and at the Closing Date did not, does not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the representations and warranties in this subsection shall

not apply to statements in or omissions from the Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by the Placement Agent or its affiliates or by or on behalf of any of the Purchasers, Investment Advisers or Broker-Dealers or any of their respective affiliates, in each case, expressly for use therein. As used in this Agreement, the term "Registration Statement" means the shelf registration statement on Form S-3 (File No. 333-208953) as declared effective by the Securities and Exchange Commission (the "SEC"), including exhibits, financial statements, schedules and documents incorporated by reference therein. The term "Basic Prospectus" means the prospectus included in the Registration Statement, as amended, or as supplemented. The term "Prospectus Supplement" means the prospectus supplement specifically relating to the Securities as to be filed with the SEC pursuant to Rule 424 under the Act in connection with the sale of the Securities. The term "Prospectus" means the Basic Prospectus and the Prospectus Supplement taken together. The term "Preliminary Prospectus" means any preliminary form of Prospectus Supplement used in connection with the marketing of the Securities. Any reference in this Agreement to the Registration Statement, the Prospectus or any Preliminary Prospectus shall be deemed to refer to and include the documents incorporated by reference therein as of the date hereof or the date of the Prospectus or any Preliminary Prospectus, as the case may be, and any reference herein to any amendment or supplement to the Registration Statement, the Prospectus or any Preliminary Prospectus shall be deemed to refer to and include any documents filed after the date of such documents and through the date of such amendment or supplement under the Exchange Act and so incorporated by reference.

(b) Since the date as of which information is given in the Registration Statement and the Prospectus, except as otherwise stated therein, (i) there has been no material adverse change or any development which could reasonably be expected to give rise to a prospective material adverse change in or affecting the condition, financial or otherwise, or in the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and each of its "significant subsidiaries," as such term is defined in Rule 1-02 of Regulation S-K (the "Subsidiaries"), considered as one enterprise, whether or not arising in the ordinary course of business, (ii) there have been no transactions entered into by the Company or any of its Subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its Subsidiaries considered as one enterprise, and (iii) other than regular quarterly dividends, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its shares of equity securities.

(c) The Company has been duly organized as a corporation and is validly existing in good standing under the laws of the State of Maryland. Each of the Subsidiaries of the Company has been duly organized and is validly existing in good standing under the laws of its jurisdiction of organization. Each of the Company and its Subsidiaries has the required power and authority to own and lease its properties and to conduct its business as described in the Prospectus; and each of the Company and its Subsidiaries is duly qualified to transact business in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise.

(d) As of the date hereof, the authorized capital stock of the Company consists of 33,500,000 shares of Common Stock, par value $0.001 per share (the "Common Stock"), 4,450,000 shares of Senior Common Stock, par value $0.001 per share (the "Senior Common Stock"), 2,600,000 shares of Series A Cumulative Redeemable Preferred Stock (the "Series A

Preferred Stock"), 2,750,000 shares of Series B Cumulative Redeemable Preferred Stock (the "Series B Preferred Stock"), 700,000 shares of Series C Cumulative Redeemable Preferred Stock (the "Series C Preferred Stock") and 6,000,000 shares of Series D Preferred Stock (together with the Series A Preferred Stock, the Series B Preferred Stock and the Series C Preferred Stock, the "Preferred Stock," and, collectively, the "Capital Stock"), of which 23,583,722 shares of Common Stock, 959,552 shares of Senior Common Stock, 1,000,000 shares of the Series A Preferred Stock, 1,264,000 shares of Series B Preferred Stock, 540,000 shares of Series C Preferred Stock and 1,267,968 shares of Series D Preferred Stock are issued and outstanding and 9,916,278 shares of Common Stock, 3,490,448 shares of Senior Common Stock, 1,600,000 shares of Series A Preferred Stock, 1,486,000 shares of Series B Preferred Stock, 160,000 shares of Series C Preferred Stock and 4,732,032 shares of Series D Preferred Stock are authorized and unissued (without giving effect to any Securities issued or to be issued as contemplated by this Agreement). As of the Closing Date, the authorized Capital Stock of the Company will consist of 33,500,000 shares of Common Stock, 4,450,000 shares of Senior Common Stock, 2,600,000 shares of Series A Preferred Stock, 2,750,000 shares of Series B Preferred Stock, 700,000 shares of Series C Preferred Stock and 6,000,000 shares of Series D Preferred Stock, of which 23,583,722 shares of Common Stock, 959,552 shares of Senior Common Stock, 1,000,000 shares of Series A Preferred Stock, 1,264,000 shares of Series B Preferred Stock, 540,000 shares of Series C Preferred Stock and 2,497,968 shares of Series D Preferred Stock will be issued and outstanding and 9,916,278 shares of Common Stock, 3,490,448 shares of Senior Common Stock, 1,600,000 shares of Series A Preferred Stock, 1,486,000 shares of Series B Preferred Stock, 160,000 shares of Series C Preferred Stock and 3,502,032 shares of Series D Preferred Stock will be authorized and unissued. The issued and outstanding shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable; the Capital Stock have been duly authorized; the Senior Common Stock, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock of the Company conform to all statements relating thereto contained in the Prospectus; and the issuance of the Securities is not subject to preemptive or other similar rights.

(e) Neither the Company nor any of its Subsidiaries is in violation of its organizational documents or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any material contract, indenture, mortgage, loan agreement, note, lease or other instrument or agreement to which the Company or any of its Subsidiaries is a party or by which it or any of them are bound, or to which any of the property or assets of the Company or any of its Subsidiaries is subject except where such violation or default would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise; and the execution, delivery and performance of this Agreement, and the issuance and delivery of the Securities and the consummation of the transactions contemplated herein have been duly authorized by all necessary action and will not conflict with or constitute a material breach of, or material default under, or result in the creation or imposition of any lien, charge or encumbrance upon any material property or assets of the Company or any of its Subsidiaries pursuant to, any material contract, indenture, mortgage, loan agreement, note, lease or other instrument or agreement to which the Company or any of its Subsidiaries is a party or by which it or any of them are bound, or to which any of the property or assets of the Company or any of its Subsidiaries is subject, nor will any such action result in any violation of the provisions of the Charter of the Company, as amended and supplemented, bylaws or other organizational documents of the Company or any of its Subsidiaries or any law, administrative regulation or administrative or court decree applicable to the Company.

(f) The Company is organized in conformity with the requirements for qualification and, as of the date hereof and as of the Closing, operates in a manner that qualifies it as a "real estate investment trust" under the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder and will be so qualified after giving effect to the sale of the Securities.

(g) The Company is not required to be registered under the Investment Company Act of 1940, as amended.

(h) No legal or governmental proceedings are pending to which the Company or any of its Subsidiaries is a party or to which the property of the Company or any of its Subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not described therein, and to the knowledge of the Company no such proceedings have been threatened against the Company or any of its Subsidiaries or with respect to any of their respective properties that are required to be described in the Registration Statement or the Prospectus and are not described therein.

(i) No authorization, approval or consent of any court or United States federal or state governmental authority or agency is necessary in connection with the sale of the Securities as contemplated hereunder, except for such as may be required under the Act or the Regulations or state securities laws or real estate syndication laws.

(j) The Company and its Subsidiaries possess such certificates, authorities or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct the business now conducted by them, except where the failure to possess such certificates, authority or permits would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise. Neither the Company nor any of its Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would materially and adversely affect the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise, nor, to the knowledge of the Company, are any such proceedings threatened or contemplated.

(k) The Company has full power and authority to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms except as may be limited by (i) the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights or remedies of creditors or (ii) the effect of general principles of equity, whether enforcement is considered in a proceeding in equity or at law and the discretion of the court before which any proceeding therefor may be brought.

(l) As of the dates set forth therein or incorporated by reference, the Company had good and marketable title to all of the properties and assets reflected in the audited financial statements contained in the Prospectus, subject to no lien, mortgage, pledge or encumbrance of any kind except (i) those reflected in such financial statements, (ii) as are otherwise described in the Prospectus, (iii) as do not materially adversely affect the value of such property or interests or interfere with the use made or proposed to be made of such property or interests by the Company and each of its Subsidiaries or (iv) those which constitute customary provisions of mortgage loans

secured by the Company's properties creating obligations of the Company with respect to proceeds of the properties, environmental liabilities and other customary protections for the mortgagees.

(m) Any certificate signed by any officer of the Company and delivered to the Placement Agent or to counsel for the Placement Agent shall be deemed a representation and warranty by the Company to the Placement Agent as to the matters covered thereby.

(n) Neither the issuance, sale and delivery of the Securities nor the application of the proceeds thereof by the Company as described in the Prospectus will cause the Company to violate or be in violation of Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(o) The statements set forth in the Basic Prospectus under the caption "Description of Capital Stock—Preferred Stock" and the statements set forth in the Prospectus Supplement under the caption "Description of Series D Preferred Stock" in so far as such statements purport to summarize provisions of laws or documents referred to therein, are correct in all material respects and fairly present the information required to be presented therein.

(p) There is no contract, agreement, indenture or other document to which the Company or any of its Subsidiaries is a party required to be filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2015 or any subsequent Exchange Act filings prior to the date hereof that has not been so filed as required.

4. The Placement Agent represents and warrants to the Company that (i) it is duly registered and in good standing as a broker-dealer under the Exchange Act and licensed or otherwise qualified to do business as a broker-dealer with Financial Industry Regulatory Authority, Inc. and in all states in which it will offer any of the Securities pursuant to this Agreement, (ii) assuming the Prospectus complies with all relevant provisions of the Act in connection with the offer and sale of the Securities, the Placement Agent will conduct all offers and sales of the Securities in compliance with the relevant provisions of the Act, the Regulations, the Exchange Act and the regulations promulgated thereunder, and various state securities laws and regulations (iii) the Placement Agent will only act as agent in those jurisdictions in which it is authorized to do so and (iv) the Placement Agent will not distribute to any Purchaser, Investment Adviser or Broker-Dealer any written material relating to the offering contemplated hereby other than the Registration Statement, or the Prospectus or any Preliminary Prospectus.

5. Except as otherwise herein provided, all statements, requests, notices and agreements shall be in writing and, if to the Placement Agent, shall be sufficient in all respects if delivered or sent by facsimile to (212) 446-9181 or by certified mail to CSCA Capital Advisors, LLC, 800 Third Avenue, 25th Floor, New York, NY, 10022, Attention: Bradley Razook, and, if to the Company, shall be sufficient in all respects if delivered or sent to the Company by facsimile to (703) 287-5854 or by certified mail to the Company at 1521 Westbranch Drive, Suite 100, McLean, Virginia 22102, Attention: Danielle Jones, Chief Financial Officer.

6. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of New York, without regard to conflict of laws principles.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be the same Agreement. Executed counterparts may be delivered by facsimile.

8. When used herein, the phrase “to the knowledge of” the Company or “known to” the Company or any similar phrase means the actual knowledge of the Chief Executive Officer, Chief Financial Officer or Executive Vice President of the Company and includes the knowledge that such officers would have obtained of the matter represented after reasonable due and diligent inquiry of those employees of the Company whom such officers reasonably believe would have actual knowledge of the matters represented.

If the foregoing is in accord with your understanding of our agreement, please sign in the space provided below and return a signed copy of this letter to the Company.

Sincerely,

GLADSTONE COMMERCIAL CORPORATION

By: /s/ David Gladstone
Name: David Gladstone
Title: Chairman and Chief Executive Officer

Accepted by:

CSCA CAPITAL ADVISORS, LLC

By: /s/ Laurent de Marval
Name: Laurent de Marval
Title: Managing Director

Annex I

Comfort Letter

, 2016

Gladstone Commercial Corporation
1521 Westbranch Drive, Suite 200
McLean, VA 22102

and

CSCA Capital Advisors, LLC
800 Third Avenue, 25th Floor
New York, NY 10022

Ladies and Gentlemen:

We have audited:

1. the consolidated financial statements of Gladstone Commercial Corporation (the "Company") as of December 31, 2015 and 2014 and for each of the three years in the period ended December 31, 2015 included in the Company's annual report on Form 10-K for the year ended December 31, 2015 (the "Form 10-K"),

2. the related financial statement schedule[s] included in the Form 10-K and

3. the effectiveness of the Company's internal control over financial reporting as of December 31, 2015.

The consolidated financial statements and financial statement schedules referred to above are all incorporated by reference in the registration statement (No. 333-208953) on Form S-3 filed by the Company under the Securities Act of 1933 (the "Act"); our report with respect thereto is also incorporated by reference in such registration statement. Such registration statement, including the prospectus supplement dated August 1, 2016 is herein referred to as the "Registration Statement."

In connection with the Registration Statement:

1. We are an independent registered public accounting firm with respect to the Company within the meaning of the Act and the applicable rules and regulations thereunder adopted by the Securities and Exchange Commission ("SEC") and the Public Company Accounting Oversight Board (United States) ("PCAOB").

2. In our opinion, the consolidated financial statements and financial statement schedules audited by us and incorporated by reference in the Registration Statement comply as to form in all material respects with the applicable accounting requirements of the Act and the Securities Exchange Act of 1934 and the related rules and regulations adopted by the SEC.

3. We have not audited any financial statements of the Company as of any date or for any period subsequent to December 31, 2015; although we have conducted an audit for the year ended December 31, 2015, the purpose (and therefore the scope) of such audit was to enable us to express our opinion on the consolidated financial statements as of December 31, 2015 and for the year then ended, but not on the financial statements for any interim period within such year. Therefore, we are unable to and do not express any opinion on the unaudited consolidated balance sheet as of March 31, 2016 or June 30, 2016 and the unaudited consolidated statements of operations, and of cash flows for the three-month periods ended March 31, 2016 and 2015 and the three- and six-month periods ended June 30, 2016 and 2015 included in the Company's quarterly reports on Form 10-Q for the quarters ended March 31, 2016 and June 30, 2016, incorporated by reference in the Registration Statement, or on the financial position, results of operations or cash flows as of any date or for any period subsequent to December 31, 2015. Also, we have not audited the Company's internal control over financial reporting as of any date subsequent to December 31, 2015. Therefore, we do not express any opinion on the Company's internal control over financial reporting as of any date subsequent to December 31, 2015.

4. For purposes of this letter, we have read the minutes of the 2016 meetings of the stockholders, the Board of Directors, the Audit Committee, the Compensation Committee, Executive Committee, and the Ethics, Nominating, and Corporate Governance Committee of the Company as set forth in the minute books at[ ], officials of the Company having advised us that the minutes of all such meetings through that date were set forth therein, except for the minutes of the July 11, 2016 Compensation Committee; Ethics, Nominating, and Corporate Governance Committee; and Valuation Committee; the July 12, 2016 Board of Directors; and the July 22 Audit Committee meetings which were not approved in final form, for which drafts were provided to us; officials of the Company have represented that such drafts include all substantive actions taken at such meeting, and have carried out other procedures to [ ](our work did not extend to the period from [ ], inclusive) as follows:

   a. With respect to the three-month periods ended March 31, 2016 and 2015 and the three- and six-month periods ended June 30, 2016 and 2015, we have:

   (i) performed the procedures (completed on April 27, 2016) specified by the PCAOB for a review of interim financial information as described in PCAOB AU 722, *Interim Financial Information*, on the unaudited consolidated financial statements as of March 31, 2016 and for the three-month periods ended March 31, 2016 and 2015 included in the Company's quarterly report on Form 10-Q for the quarter ended March 31, 2016, incorporated by reference in the Registration Statement; and

   (ii) review of interim financial information as described in PCAOB AU 722,*Interim Financial Information*, on the unaudited consolidated financial statements as of June 30, 2016 and for the three- and six-month periods ended June 30, 2016 and 2015 included in the Company's quarterly report on Form 10-Q for the quarter ended June 30, 2016, incorporated by reference in the Registration Statement;

   (iii) inquired of certain officials of the Company who have responsibility for financial and accounting matters whether the unaudited consolidated financial statements referred to in a.(i) and a(ii) above comply as to form in all material respects with the applicable accounting requirements of the Securities Exchange Act of 1934 as it applies to Form 10-Q and the related rules and regulations adopted by the SEC.

The foregoing procedures do not constitute an audit conducted in accordance with standards of the PCAOB. Also, they would not necessarily reveal matters of significance with respect to the comments in the following paragraph. Accordingly, we make no representations as to the sufficiency of the foregoing procedures for your purposes.

5. Nothing came to our attention as a result of the foregoing procedures, however, that caused us to believe that:

   a. (i) Any material modifications should be made to the unaudited consolidated financial statements described in 4.a.(i) and 4.a.(ii), incorporated by reference in the Registration Statement, for them to be in conformity with generally accepted accounting principles.

      (ii) The unaudited consolidated financial statements described in 4.a.(i) and 4.a.(ii) do not comply as to form in all material respects with the applicable accounting requirements of the Securities Exchange Act of 1934 as it applies to Form 10-Q and the related rules and regulations adopted by the SEC.

6. Company officials have advised us that no consolidated financial data as of any date or for any period subsequent to June 30, 2016 are available; accordingly, the procedures carried out by us with respect to changes in financial statement items after June 30, 2016 have, of necessity, been even more limited than those with respect to the periods referred to in 4. We have inquired of certain officials of the Company who have responsibility for financial and accounting matters as to whether (a) at [ ]there was any change in the common and senior common stock outstanding, increase in long-term debt, or decrease in stockholders' equity of the Company as compared with amounts shown in the June 30, 2016 unaudited consolidated balance sheet incorporated by reference in the Registration Statement; or (b) for the period from[ ], there were any decreases, as compared with the corresponding period in the preceding year, in consolidated operating revenue or in the total or per-share amounts of net income attributable to the Company.

   Those officials referred to above stated that they cannot comment on any such changes, increases or decrease, in stockholders' equity, operating revenue or in the total or per-share amounts of net income attributable to the Company for the periods referred to above.

   On the basis of these inquiries and our reading of the minutes as described in paragraph 4, nothing came to our attention that caused us to believe that there was any such change in long-term debt, common and senior common stock outstanding or stockholder's equity, except that we have been informed by officials of the Company that there have been the following decreases to mortgage debt and line of credit outstanding and increases to senior common stock outstanding, and except in all instances for changes, increases or decreases which the Registration Statement discloses have occurred or may occur:

   [LONG TERM DEBT TABLE]

7. For purposes of this letter, we have also read the items identified by you on the attached copy of the prospectus supplement, including the Form 10-K filed on February 17, 2016, 10-Qs

filed on April 27, 2016 and July 25, 2016, and 8-Ks filed on February 22, 2016, May 9, 2016, May 25, 2016, June 23, 2016 and July 12, 2016, forming part of the Registration Statement and have performed the following procedures, which were applied as indicated with respect to the letters explained below. We make no comment as to whether the SEC would view any non-GAAP financial information included or incorporated by reference in the document as being compliant with the requirements of Regulation G or Item 10 of Regulation S-K.

A Compared to or recomputed from a corresponding amount in the Company's audited financial statements incorporated by reference in the Registration Statement and found such amounts to be in agreement after giving effect to rounding.

B Compared to or recomputed from a corresponding amount in the Company's unaudited financial statements incorporated by reference in the Registration Statement, and found such amounts to be in agreement after giving effect to rounding.

C Compared to a schedule prepared by the Company from its accounting records and found such amounts to be in agreement. We (a) compared the amounts on the schedule to corresponding amounts appearing in the accounting records and found such amounts to be in agreement and (b) determined that the schedule was mathematically correct. We make no comment as to the reasoning given for changes from period to period. We make no comment with respect to the appropriateness or manner with which classifications between recourse and nonrecourse financing have been made. We make no comment with respect to the appropriateness or manner with which Total Rental Income has been allocated to individual properties, geographic locations, or industry classifications. We make no comment with respect to the appropriateness or manner with which Encumbrances has been allocated to individual properties.

D Compared to a schedule prepared by the Company from its accounting records and found such amounts to be in agreement. We (a) compared the amounts on the schedule to corresponding amounts appearing in the accounting records and found such amounts to be in agreement and (b) determined that the schedule was mathematically correct.

However, we make no comment regarding the completeness or appropriateness of the Company's determination of what constitutes executive compensation for purposes of the SEC disclosure requirements on executive compensation.

E Compared with a schedule prepared by the Company from its accounting records and found such amounts to be in agreement. We (a) compared the amounts on the schedule to corresponding amounts appearing in the accounting records and found such amounts to be in agreement and (b) determined that the schedule was mathematically correct. It should be noted that "FFO available to

common stockholders" and "Basic and Diluted FFO per weighted average share of common stock" are not measures of operating performance or liquidity defined by generally accepted accounting principles and may not be comparable to similarly titled measures presented by other companies. We make no comment about the Company's definition, calculation or presentation of FFO available to common stockholders and Basic and Diluted FFO per weighted average share of common stock or their usefulness for any purpose.

F Compared to a schedule prepared by the Company from its accounting records and found such amount to be in agreement, after rounding, if applicable. We (a) compared the amounts on the schedule to corresponding amounts appearing in the Company's accounting records and found such amounts to be in agreement and (b) determined that the schedule was mathematically correct. We also recomputed the amount of rent expense representing interest using the Company's method for determining the amount of rent expense representing interest by dividing the amount of rent expense, allocated to the Company by the Company's Adviser as part of the administration fee payable under the Advisory Agreement, by three. Management indicated that one-third of rent expense was a reasonable approximation of the interest portion of rent expense. However, we make no comment with respect to the Company's method for determining the amount of rent expense representing interest.

8. Our audit of the consolidated financial statements for the periods referred to in the introductory paragraph of this letter comprised audit tests and procedures deemed necessary for the purpose of expressing an opinion on such financial statements taken as a whole. For none of the periods referred to therein, or any other period, did we perform audit tests for the purpose of expressing an opinion on individual balances of accounts or summaries of selected transactions such as those enumerated above, and, accordingly, we express no opinion thereon.

9. It should be understood that we make no representations regarding questions of legal interpretation or regarding the sufficiency for your purposes of the procedures enumerated in the second preceding paragraph; also, such procedures would not necessarily reveal any material misstatement of the amounts or percentages listed above. Further, we have addressed ourselves solely to the foregoing data as set forth in the Registration Statement and make no representations regarding the adequacy of disclosure or regarding whether any material facts have been omitted.

10. This letter is solely for the information of the addressees and to assist the underwriter in conducting and documenting their investigation of the affairs of the Company in connection with the offering of the securities covered by the Registration Statement, and is not to be used, circulated, quoted, or otherwise referred to within or without the underwriting group for any other purpose, including but not limited to the registration, purchase, or sale of securities, nor is it to be filed with or referred to in whole or in part in the Registration Statement or any other document, except that reference may be made to it in the placement agreement or in any list of closing documents pertaining to the offering of the securities covered by the Registration Statement.

Exhibit 5.1

[LETTERHEAD OF VENABLE LLP]

August 2, 2016

Gladstone Commercial Corporation
Suite 100
1521 Westbranch Drive
McLean, Virginia 22102

Re: Registration Statement on Form S-3 (Registration No. 333-208953)

Ladies and Gentlemen:

We have served as Maryland counsel to Gladstone Commercial Corporation, a Maryland corporation (the "Company"), in connection with certain matters of Maryland law arising out of the registration of 1,230,000 shares (the "Shares") of 7.00% Series D Cumulative Redeemable Preferred Stock, par value $0.001 per share, of the Company, covered by the above-referenced Registration Statement, and all amendments thereto (the "Registration Statement"), filed by the Company with the United States Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "1933 Act"). The Shares are to be issued pursuant to the Prospectus Supplement (as defined herein), a Placement Agreement, dated as of August 1, 2016 (the "Placement Agreement"), by and between the Company and CSCA Capital Advisors, LLC, and certain Purchase Agreements, each dated as of August 1, 2016 (collectively, the "Purchase Agreements" and, together with the Placement Agreement, the "Agreements") by and between the Company and the applicable Direct Purchaser or Broker-Dealer (each as defined therein) party thereto.

In connection with our representation of the Company, and as a basis for the opinion hereinafter set forth, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (hereinafter collectively referred to as the "Documents"):

1. The Registration Statement;

2. The Prospectus, dated February 1, 2016, as supplemented by a Prospectus Supplement, dated August 1, 2016 (the "Prospectus Supplement"), filed with the Commission pursuant to Rule 424(b) of the General Rules and Regulations promulgated under the 1933 Act;

3. The charter of the Company (the "Charter"), certified by the State Department of Assessments and Taxation of Maryland (the "SDAT");

4. The Bylaws of the Company, as amended, certified as of the date hereof by an officer of the Company;

5. A certificate of the SDAT as to the good standing of the Company, dated as of a recent date;

6. Resolutions adopted by the Board of Directors of the Company (the "Board") relating to, among other matters, (a) the establishment of an Offering Committee (the "Offering Committee") of the Board and (b) the delegation to the Offering Committee of certain powers in connection with securities offerings of the Company (the "Board Resolutions"), certified as of the date hereof by an officer of the Company;

7. Resolutions adopted by the Offering Committee and a duly authorized Pricing Committee thereof relating to, among other matters, (a) the sale, issuance and registration of the Shares and (b) the authorization of the execution, delivery and performance by the Company of the Agreements (collectively, the "Committee Resolutions" and, together with the Board Resolutions, the "Resolutions"), certified as of the date hereof by an officer of the Company;

8. The Agreements;

9. A certificate executed by an officer of the Company, dated as of the date hereof; and

10. Such other documents and matters as we have deemed necessary or appropriate to express the opinion set forth below, subject to the assumptions, limitations and qualifications stated herein.

In expressing the opinion set forth below, we have assumed the following:

1. Each individual executing any of the Documents, whether on behalf of such individual or any other person, is legally competent to do so.

2. Each individual executing any of the Documents on behalf of a party (other than the Company) is duly authorized to do so.

3. Each of the parties (other than the Company) executing any of the Documents has duly and validly executed and delivered each of the Documents to which such party is a signatory, and such party's obligations set forth therein are legal, valid and binding and are enforceable in accordance with all stated terms.

4. All Documents submitted to us as originals are authentic. The form and content of all Documents submitted to us as unexecuted drafts do not differ in any respect relevant to this opinion from the form and content of such Documents as executed and delivered. All Documents submitted to us as certified or photostatic copies conform to the original documents. All signatures on all Documents are genuine. All public records reviewed or relied

upon by us or on our behalf are true and complete. All representations, warranties, statements and information contained in the Documents are true and complete. There has been no oral or written modification of or amendment to any of the Documents, and there has been no waiver of any provision of any of the Documents, by action or omission of the parties or otherwise.

5. The Shares will not be issued in violation of any restriction or limitation contained in Article EIGHTH of the Charter.

Based upon the foregoing, and subject to the assumptions, limitations and qualifications stated herein, it is our opinion that:

1. The Company is a corporation duly incorporated and existing under and by virtue of the laws of the State of Maryland and is in good standing with the SDAT.

2. The issuance of the Shares has been duly authorized and, when and to the extent issued against payment therefor in accordance with the Registration Statement, the Prospectus Supplement, the applicable Agreements and the Resolutions, the Shares will be validly issued, fully paid and nonassessable.

The foregoing opinion is limited to the laws of the State of Maryland and we do not express any opinion herein concerning any other law. We express no opinion as to compliance with any federal or state securities laws, including the securities laws of the State of Maryland, or as to federal or state laws regarding fraudulent transfers. To the extent that any matter as to which our opinion is expressed herein would be governed by the laws of any jurisdiction other than the State of Maryland, we do not express any opinion on such matter. The opinion expressed herein is subject to the effect of judicial decisions which may permit the introduction of parol evidence to modify the terms or the interpretation of agreements.

The opinion expressed herein is limited to the matters specifically set forth herein and no other opinion shall be inferred beyond the matters expressly stated. We assume no obligation to supplement this opinion if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinion expressed herein after the date hereof.

This opinion is being furnished to you for submission to the Commission as an exhibit to the Company's Current Report on Form 8-K relating to the Shares (the "Current Report"), which is incorporated by reference in the Registration Statement. We hereby consent to the filing of this opinion as an exhibit to the Current Report and the said incorporation by reference and to the use of the name of our firm therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the 1933 Act.

Very truly yours,

/s/ Venable LLP

Exhibit 8.1

BASS BERRY + SIMS PLC

150 Third Avenue South, Suite 2800
Nashville, TN 37201
(615) 742-6200

August 2, 2016

Gladstone Commercial Corporation
1521 Westbranch Drive, Suite 100
McLean, Virginia 22102

Re: Gladstone Commercial Corporation

Ladies and Gentlemen:

We have acted as tax counsel to Gladstone Commercial Corporation, a Maryland corporation ("***Gladstone***"), and Gladstone Commercial Limited Partnership, a Delaware limited partnership (the "***Operating Partnership***"), in connection with the issuance and sale of Gladstone's 7.00% Series D Cumulative Redeemable Preferred Stock, par value $0.001 per share, pursuant to a prospectus supplement filed with the Securities and Exchange Commission (the "***SEC***") on August 2, 2016 (the "***Prospectus Supplement***") pursuant to the Securities Act of 1933, as amended (the "***Act***"), as part of a registration statement on Form S-3, File No. 333-208953 (the "***Registration Statement***"), which contains the base prospectus (the "***Prospectus***"). You have requested our opinion regarding certain U.S. federal income tax matters.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such documentation and information provided by Gladstone as we have deemed necessary or appropriate as a basis for the opinion set forth herein. In addition, Gladstone has provided us with, and we are relying upon, a certificate containing certain factual representations and covenants of duly authorized officers of Gladstone (the "***Officers' Certificate***") relating to, among other things, the actual and proposed operations of Gladstone, the Operating Partnership and the entities in which either holds, or has held, a direct or indirect interest (Gladstone, the Operating Partnership and such entities, collectively, the "***Company***").

For purposes of this opinion, we have not independently verified the facts, statements, representations and covenants set forth in the Officers' Certificate or in any other document. In particular, we note that the Company has engaged in, and may engage in, transactions in connection with which we have not provided legal advice, and have not reviewed, and of which we may be unaware. Consequently, we have relied on Gladstone's representations that the facts, statements, representations and covenants presented in the Officers' Certificate and other documents, or otherwise furnished to us, accurately and completely describe all material facts relevant to our opinion. We have assumed that all such facts, statements, representations and covenants are true without regard to any qualification as to knowledge, belief or intent. Our opinion is conditioned on the continuing accuracy and completeness of such facts, statements, representations and covenants. We are not aware of any facts inconsistent with such facts, statements, representations and covenants. Any material change or inaccuracy in the facts, statements, representations and covenants referred to, set forth, or assumed herein or in the Officers' Certificate may affect our conclusions set forth herein.

In our review of certain documents in connection with our opinion expressed below, we have assumed (a) the genuineness of all signatures on documents that we have examined, (b) the authority and capacity of the individual or individuals executing such documents and (c) that each of the documents (i) has been duly authorized, executed and delivered, (ii) is authentic, if an original, or is accurate, if a copy, and (iii) has not been amended subsequent to our review. Where documents have been provided to us in draft form, we have assumed that the final executed versions of such documents will not differ materially from such drafts.

Our opinion also is based on the correctness of the following assumptions: (a) the entities comprising the Company have been and will continue to be operated in accordance with the laws of the jurisdictions in which they were formed and in the manner described in the relevant organizational documents, (b) there will be no changes in the applicable laws of the State of Maryland or of any other jurisdiction under the laws of which any of the entities comprising the Company have been formed and (c) each of the written agreements to which the Company is a party will be implemented, performed, construed and enforced in accordance with its terms.

In rendering our opinion, we have considered and relied upon the Internal Revenue Code of 1986, as amended (the "***Code***"), the regulations promulgated thereunder (the "***Regulations***"), administrative rulings and other interpretations of the Code and the Regulations by the courts and the Internal Revenue Service (***IRS***"), all as they exist at the date hereof. It should be noted that the Code, Regulations, judicial decisions, and administrative interpretations are subject to change at any time and, in some circumstances, with retroactive effect. A material change that is made after the date hereof to any of the foregoing bases for our opinion could affect our conclusions set forth herein. In this regard, an opinion of counsel with respect to an issue represents counsel's best judgment as to the outcome on the merits with respect to such issue, is not binding on the IRS or the courts, and is not a guarantee that the IRS will not assert a contrary position with respect to such issue or that a court will not sustain such a position if asserted by the IRS.

We express no opinion as to the laws of any jurisdiction other than the federal laws of the United States of America to the extent specifically referred to herein. In addition, we express no opinion on any issue relating to Gladstone, other than as expressly stated below.

Based on the foregoing and subject to the other qualifications, assumptions, representations and limitations included herein, we are of the opinion that:

1. Gladstone has been organized and has operated in conformity with the requirements for qualification and taxation as a real estate investment trust (a "***REIT***") pursuant to Sections 856 through 860 of the Code for its taxable years ended December 31, 2012 through December 31, 2015, and Gladstone's organization and current and proposed method of operation will enable it to continue to qualify for taxation as a REIT for its taxable year ending December 31, 2016 and in the future.

2. The statements contained in the Prospectus under the caption "Material U.S. Federal Income Tax Considerations" and in the Prospectus Supplement under the caption "Additional Material U.S. Federal Income Tax Considerations" insofar as such statements constitute matters of law, summaries of legal matters, or legal conclusions, fairly present and summarize, in all material respects, the matters referred to therein.

Gladstone's continued qualification and taxation as a REIT depend upon its ability to meet, through actual annual operating results, certain requirements relating to the sources of its income, the nature of its assets, its distribution levels, the diversity of its stock ownership and various other qualification tests imposed under the Code and the Regulations, the results of which are not reviewed by us. Accordingly, no assurance can be given that the actual results of Gladstone's operations for the current taxable year or any future taxable years will satisfy the requirements for taxation as a REIT under the Code.

This opinion is expressed as of the date hereof, and we are under no obligation to supplement or revise our opinion to reflect any legal developments or factual matters arising subsequent to the date hereof, or the impact of any information, document, certificate, record, statement, representation, covenant, or assumption relied upon herein that becomes incorrect or untrue. We will not review on a continuing basis the Company's compliance with the documents or assumptions set forth above, or the representations set forth in the Officers' Certificate. Accordingly, no assurance can be given that the actual results of the Company's operations for the current taxable year or any future taxable years will satisfy the requirements for qualification and taxation as a REIT.

The foregoing opinion is based on current provisions of the Code and the Regulations, published administrative interpretations thereof, and published court decisions. The IRS has not issued Regulations or administrative interpretations with respect to various provisions of the Code relating to REIT qualification and taxation. No assurance can be given that the law will not change in a way that will prevent Gladstone from qualifying as a REIT.

The foregoing opinion is limited to the U.S. federal income tax matters addressed herein, and no other opinion is rendered with respect to other federal tax matters or to any issues arising under the tax laws of any other country, or any state or locality. This opinion letter speaks only as of the date hereof. We undertake no obligation to update any opinion expressed herein after the date of this letter. This opinion letter has been prepared in connection with the filing of the Prospectus Supplement and may not be relied upon by any other person or used for any other purpose without our express written consent, provided that this opinion may be relied upon by persons entitled to rely on it pursuant to applicable provisions of federal securities laws.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. We also consent to the reference to Bass, Berry & Sims PLC under the caption “Legal Matters” in the Prospectus Supplement. In giving this consent, we do not admit that we are in the category of persons whose consent is required by the Act or the rules and regulations promulgated thereunder by the SEC.

Sincerely,

/s/ Bass, Berry & Sims PLC

Exhibit 10.1

FORM OF PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement"), dated as of August 1, 2016, is by and among Gladstone Commercial Corporation, a Maryland corporation (the "Company"), each Purchaser listed under the heading "Direct Purchasers" on Schedule A (each, a "Direct Purchaser"), each Investment Adviser listed under the heading "Investment Advisers" on the signature pages hereto (each, an "Investment Adviser") who is entering into this Agreement on behalf of itself (as to paragraph 4 of this Agreement) and those Purchasers which are a fund or individual or other investment advisory client of such Investment Adviser listed under its respective name on Schedule B (each, a "Client"), and each Broker-Dealer listed on Schedule C (each, a "Broker-Dealer") which is entering into this Agreement on behalf of itself (as to paragraph 5 of this Agreement) and those Purchasers which are customers for which it has power of attorney to sign listed under its respective name on Schedule C (each, a "Customer"). Each of the Customers, Direct Purchasers and Clients are referred to herein as individually, a "Purchaser" and collectively, the "Purchasers".

WHEREAS, the Purchasers desire to purchase from the Company (or their Investment Advisers and Broker-Dealers desire to purchase on their behalf from the Company), and the Company desires to issue and sell to the Purchasers an aggregate of up to 1,230,000 shares (such number of shares actually sold pursuant to this Agreement, the "Securities") of the Company's 7.0% Series D Cumulative Redeemable Preferred Stock, par value $0.001 per share, having a liquidation preference equivalent to $25.00 per share (the "Series D Preferred Stock"), with the number of Securities acquired by each Purchaser set forth opposite the name of such Purchaser on Schedule A, Schedule B or Schedule C, as the case may be.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Purchase and Sale. Subject to the terms and conditions hereof, the Investment Advisers and the Broker-Dealers (on behalf of Purchasers which are Clients and Customers, respectively) and the other Purchasers hereby severally and not jointly agree to purchase from the Company, and the Company agrees to issue and sell to the several Purchasers, the number of Securities set forth next to such Purchaser's name on Schedule A, Schedule B or Schedule C, as the case may be, at a price per share of $24.75, including accrued dividends, if any, for an aggregate purchase amount in an amount as set forth on Schedule D hereof (the "Purchase Price") at the Closing (as defined below).

2. Representations and Warranties of Purchasers. Each Purchaser represents and warrants with respect to itself that:

(a) Due Authorization. Such Purchaser has full power and authority to enter into this Agreement and is duly authorized to purchase the Securities in the amount set forth opposite its name on Schedule A, Schedule B or Schedule C, as the case may be. This Agreement has been duly authorized by such Purchaser and duly executed and delivered by or on behalf of such Purchaser. This Agreement constitutes a legal, valid and binding agreement of such Purchaser, enforceable against such Purchaser in accordance

with its terms except as may be limited by (i) the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights or remedies of creditors or (ii) the effect of general principles of equity, whether enforcement is considered in a proceeding in equity or at law and the discretion of the court before which any proceeding therefor may be brought (the "Enforceability Exceptions").

(b) Prospectus and Prospectus Supplement. Such Purchaser has received a copy of the Company's Basic Prospectus dated February 1, 2016 and Prospectus Supplement dated August 1, 2016 (each as defined below).

(c) Independent Investment Decision. Such Purchaser has made its investment decision independently and not as a result of a recommendation of the Placement Agent.

(d) Ownership of Excess Shares of Capital Stock. As of the date hereof and after giving effect to the transaction contemplated hereby, such Purchaser, together with its subsidiaries and affiliates, does not own directly or indirectly more than 9.8% of the issued and outstanding capital stock of the Company. Purchaser expressly acknowledges that the provisions of the Company's Articles of Incorporation, as amended or supplemented (the "Charter"), contain limitations on the Purchaser's ownership of the Company's capital stock, which, among other things, prohibit the direct or indirect ownership by Purchaser (together with its subsidiaries and affiliates) of more than 9.8% of the Company's outstanding capital stock and, in the event the shares of capital stock acquired by Purchaser pursuant to this Agreement or otherwise exceed such limits, give the Company certain repurchase rights on the terms set forth in the Company's Charter and result in the conversion of certain shares of capital stock held by the Purchaser into excess stock which will be held for the benefit of a charitable beneficiary on the terms set forth in the Company's Charter.

3. Representations and Warranties of the Company. The Company represents and warrants that:

(a) The Company meets the requirements for use of Form S-3 under the Securities Act of 1933, as amended (the "Act") and meets the requirements pursuant to the standards for such Form as (i) are in effect on the date hereof and (ii) were in effect immediately prior to October 21, 1992. The Company's Registration Statement (as defined below) was declared effective by the SEC (as defined below) and the Company has filed such post effective amendments thereto as may be required under applicable law prior to the execution of this Agreement and each such post-effective amendment became effective. The SEC has not issued, nor to the Company's knowledge, has the SEC threatened to issue or intends to issue, a stop order with respect to the Registration Statement, nor has it otherwise suspended or withdrawn the effectiveness of the Registration Statement or, to the Company's knowledge, threatened to do so, either temporarily or permanently, nor, to the Company's knowledge, does it intend to do so. On the effective date, the Registration Statement complied in all material respects with the requirements of the Act and the rules and regulations promulgated under the Act (the "Regulations"); at the effective date the Basic Prospectus (as defined below) complied, and at the Closing the Prospectus (as defined below) will comply, in all material respects with the requirements of the Act

and the Regulations; each of the Basic Prospectus and the Prospectus; as of its date and at the Closing Date did not, does not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the representations and warranties in this subsection shall not apply to statements in or omissions from the Prospectus made in reliance upon and in conformity with information furnished to the Company in writing by or on behalf of any of the Purchasers, CSCA Capital Advisors, LLC, in its capacity as placement agent ("Placement Agent"), any Investment Advisers or Broker-Dealers, or any of their respective affiliates, expressly for use in the Prospectus. As used in this Agreement, the term "Registration Statement" means the shelf registration statement on Form S-3 (File No. 333-208953) as declared effective by the Securities and Exchange Commission (the "SEC"), including exhibits, financial statements, schedules and documents incorporated by reference therein. The term "Basic Prospectus" means the prospectus included in the Registration Statement, as amended, or as supplemented. The term "Prospectus Supplement" means the prospectus supplement specifically relating to the Securities to be filed with the SEC pursuant to Rule 424 under the Act in connection with the sale of the Securities hereunder. The term "Prospectus" means the Basic Prospectus and the Prospectus Supplement taken together. The term "Preliminary Prospectus" means any preliminary form of Prospectus Supplement used in connection with the marketing of the Securities. Any reference in this Agreement to the Registration Statement, the Prospectus or any Preliminary Prospectus shall be deemed to refer to and include the documents incorporated by reference therein as of the date hereof or the date of the Prospectus or any Preliminary Prospectus as the case may be, and any reference herein to any amendment or supplement to the Registration Statement, the Prospectus or any Preliminary Prospectus shall be deemed to refer to and include any documents filed after the date of such documents and through the date of such amendment or supplement under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and so incorporated by reference.

(b) Since the date as of which information is given in the Registration Statement and the Prospectus, except as otherwise stated therein, (i) there has been no material adverse change or any development which could reasonably be expected to give rise to a prospective material adverse change in or affecting the condition, financial or otherwise, or in the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and each of its "significant subsidiaries," as such term is defined in Rule 1-02 of Regulation S-K (the "Subsidiaries"), considered as one enterprise, whether or not arising in the ordinary course of business, (ii) there have been no transactions entered into by the Company or any of its Subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its Subsidiaries considered as one enterprise, and (iii) other than regular quarterly dividends, there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its shares of equity securities.

(c) The Company has been duly organized as a corporation and is validly existing in good standing under the laws of the State of Maryland. Each of the Subsidiaries of the Company has been duly organized and is validly existing in good standing under the laws of its jurisdiction of organization. Each of the Company and its Subsidiaries has

the required power and authority to own and lease its properties and to conduct its business as described in the Prospectus; and each of the Company and its Subsidiaries is duly qualified to transact business in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise.

(d) As of the date hereof, the authorized capital stock of the Company consists of 33,500,000 shares of Common Stock, par value $0.001 per share (the "Common Stock"), 4,450,000 shares of Senior Common Stock, par value $0.001 per share (the "Senior Common Stock"), 2,600,000 shares of Series A Cumulative Redeemable Preferred Stock (the "Series A Preferred Stock"), 2,750,000 shares of Series B Cumulative Redeemable Preferred Stock (the "Series B Preferred Stock"), 700,000 shares of Series C Cumulative Redeemable Preferred Stock (the "Series C Preferred Stock") and 6,000,000 shares of Series D Preferred Stock (together with the Series A Preferred Stock, the Series B Preferred Stock and the Series C Preferred Stock, the "Preferred Stock," and, collectively, the "Capital Stock"), of which 23,583,722 shares of Common Stock, 959,552 shares of Senior Common Stock, 1,000,000 shares of the Series A Preferred Stock, 1,264,000 shares of Series B Preferred Stock, 540,000 shares of Series C Preferred Stock and 1,267,968 shares of Series D Preferred Stock are issued and outstanding and 9,916,278 shares of Common Stock, 3,490,448 shares of Senior Common Stock, 1,600,000 shares of Series A Preferred Stock, 1,486,000 shares of Series B Preferred Stock, 160,000 shares of Series C Preferred Stock and 4,732,032 shares of Series D Preferred Stock are authorized and unissued (without giving effect to any Securities issued or to be issued as contemplated by this Agreement). As of the Closing Date, the authorized Capital Stock of the Company will consist of 33,500,000 shares of Common Stock, 4,450,000 shares of Senior Common Stock, 2,600,000 shares of Series A Preferred Stock, 2,750,000 shares of Series B Preferred Stock, 700,000 shares of Series C Preferred Stock and 6,000,000 shares of Series D Preferred Stock, of which 23,583,722 shares of Common Stock, 959,552 shares of Senior Common Stock, 1,000,000 shares of Series A Preferred Stock, 1,264,000 shares of Series B Preferred Stock, 540,000 shares of Series C Preferred Stock and 2,497,968 shares of Series D Preferred Stock will be issued and outstanding and 9,916,278 shares of Common Stock, 3,490,448 shares of Senior Common Stock, 1,600,000 shares of Series A Preferred Stock, 1,486,000 shares of Series B Preferred Stock, 160,000 shares of Series C Preferred Stock and 3,502,032 shares of Series D Preferred Stock will be authorized and unissued. The issued and outstanding shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable; the Capital Stock have been duly authorized; the Senior Common Stock, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock of the Company conform to all statements relating thereto contained in the Prospectus; and the issuance of the Securities is not subject to preemptive or other similar rights.

(e) Neither the Company nor any of its Subsidiaries is in violation of its organizational documents or in default in the performance or observance of any obligation,

agreement, covenant or condition contained in any material contract, indenture, mortgage, loan agreement, note, lease or other instrument or agreement to which the Company or any of its Subsidiaries is a party or by which it or any of them are bound, or to which any of the property or assets of the Company or any of its Subsidiaries is subject, except where such violation or default would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise; and the execution, delivery and performance of this Agreement, and the issuance and delivery of the Securities and the consummation of the transactions contemplated herein have been duly authorized by all necessary action and will not conflict with or constitute a material breach of, or material default under, or result in the creation or imposition of any lien, charge or encumbrance upon any material property or assets of the Company or any of its Subsidiaries pursuant to, any material contract, indenture, mortgage, loan agreement, note, lease or other instrument or agreement to which the Company or any of its Subsidiaries is a party or by which it or any of them are bound, or to which any of the property or assets of the Company or any of its Subsidiaries is subject, nor will any such action result in any violation of the provisions of the Charter, by-laws or other organizational documents of the Company or any of its Subsidiaries or any law, administrative regulation or administrative or court decree applicable to the Company.

(f) The Company is organized in conformity with the requirements for qualification and, as of the date hereof and as of the Closing, operates in a manner that qualifies it as a "real estate investment trust" under the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder and will be so qualified after giving effect to the sale of the Securities.

(g) The Company is not required to be registered under the Investment Company Act of 1940, as amended.

(h) No legal or governmental proceedings are pending to which the Company or any of its Subsidiaries is a party or to which the property of the Company or any of its Subsidiaries is subject that are required to be described in the Registration Statement or the Prospectus and are not described therein, and to the knowledge of the Company, no such proceedings have been threatened against the Company or any of its Subsidiaries or with respect to any of their respective properties that are required to be described in the Registration Statement or the Prospectus and are not described therein.

(i) No authorization, approval or consent of or filing with any court or United States federal or state governmental authority or agency is necessary in connection with the sale of the Securities hereunder except such as may be required under the Act or the Regulations or state securities laws or real estate syndication laws.

(j) The Company and its Subsidiaries possess such certificates, authorities or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct the business now conducted by them, except where the failure to possess such certificates, authority or permits would not have a material adverse effect on the condition, financial or otherwise, or the earnings, business affairs or, to the Company's

knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise. Neither the Company nor any of its Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would materially and adversely affect the condition, financial or otherwise, or the earnings, business affairs or, to the Company's knowledge, business prospects of the Company and its Subsidiaries considered as one enterprise, nor, to the knowledge of the Company, are any such proceedings threatened or contemplated.

(k) The Company has full power and authority to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms except as may be limited by the Enforceability Exceptions.

(l) As of the dates set forth therein or incorporated by reference, the Company had good and marketable title to all of the properties and assets reflected in the audited financial statements contained in the Prospectus, subject to no lien, mortgage, pledge or encumbrance of any kind except (i) those reflected in such financial statements, (ii) as are otherwise described in the Prospectus, (iii) as do not materially adversely affect the value of such property or interests or interfere with the use made or proposed to be made of such property or interests by the Company and each of its Subsidiaries or (iv) those which constitute customary provisions of mortgage loans secured by the Company's properties creating obligations of the Company with respect to proceeds of the properties, environmental liabilities and other customary protections for the mortgagees.

(m) Neither the issuance, sale and delivery of the Securities nor the application of the proceeds thereof by the Company as described in the Prospectus will cause the Company to violate or be in violation of Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(n) The statements set forth in the Basic Prospectus under the caption "Description of Capital Stock—Preferred Stock" and the statements set forth in the Prospectus Supplement under the caption "Description of Series D Preferred Stock" in so far as such statements purport to summarize provisions of laws or documents referred to therein, are correct in all material respects and fairly present the information required to be presented therein.

4. Representations and Warranties of the Investment Advisers. To induce the Company to enter into this Agreement, each of the Investment Advisers hereby represents and warrants as to itself only that:

(a) It is an investment adviser duly registered with the SEC under the Investment Advisers Act of 1940, as amended.

(b) It has been duly authorized to act as investment adviser on behalf of each Client on whose behalf it is signing this Agreement (as identified under the name of such

Investment Adviser on Schedule B hereto) and has the sole authority to make the investment decision to purchase Securities hereunder on behalf of such Client. An investment in the Series D Preferred Stock is a suitable investment for each Client.

(c) It has the power and authority to enter into and execute this Agreement on behalf of each of the Clients listed under its name on Schedule B hereto.

(d) This Agreement has been duly authorized, executed and delivered by it and, assuming it has been duly authorized, executed and delivered by the Company, constitutes a legal, valid and binding agreement of such Investment Adviser, enforceable against it in accordance with its terms except as may be limited by the Enforceability Exceptions.

(e) It has received a copy of the Company's Basic Prospectus dated February 1, 2016 and Prospectus Supplement dated August 1, 2016.

5. Representations and Warranties of the Broker-Dealers. To induce the Company to enter into this Agreement, each Broker-Dealer represents and warrants as to itself only that:

(a) It is duly registered and in good standing as a broker-dealer under the Exchange Act and is licensed or otherwise qualified to do business as a broker-dealer with the Financial Industry Regulatory Authority, Inc. and in all States in which it will offer any Securities pursuant to this Agreement.

(b) Assuming the Prospectus complies with all relevant provisions of the Act in connection with the offer and sales of Series D Preferred Stock, each Broker-Dealer will conduct all offers and sales of Series D Preferred Stock in compliance with the Act, the Exchange Act and all rules and regulations promulgated thereunder.

(c) It has delivered a copy of the Prospectus to each Purchaser set forth under its name on Schedule C hereto.

(d) It is authorized to execute and deliver this Agreement on behalf of each Customer on whose behalf it is signing this Agreement (as identified under the name of such Broker-Dealer on Schedule C hereto) and such power has not been revoked.

(e) This Agreement has been duly authorized, executed and delivered by it and, assuming it has been duly authorized, executed and delivered by the Company, constitutes a legal, valid and binding agreement of such Broker-Dealer, enforceable against it in accordance with its terms except as may be limited by the Enforceability Exceptions.

6. Conditions to Obligations of the Parties.

(a) The Purchasers' several obligations to purchase the Securities shall be subject to the following conditions having been met:

(i) the representations and warranties set forth in Section 3 of this Agreement shall be true and correct with the same force and effect as though expressly made at and as of the Closing,

(ii) the Placement Agent shall have received an opinion from Venable LLP, Maryland counsel to the Company, dated as of the date of the Closing, addressed to the Placement Agent and the Direct Purchasers, Investment Advisers and Broker-Dealers who sign this Agreement substantially in the form attached hereto as Exhibit A,

(iii) the Placement Agent shall have received one or more opinions from Bass, Berry & Sims PLC, special securities counsel to the Company, dated as of the date of the Closing, addressed to the Placement Agent and the Direct Purchasers, Investment Advisers and Broker-Dealers who sign this Agreement substantially in the form attached hereto as Exhibit B,

(iv) the Placement Agent shall have received a comfort letter from PricewaterhouseCoopers LLP, dated as of the Closing, substantially in the form attached hereto as Exhibit C, and

(v) on the Closing Date, the Company shall have delivered to the Placement Agent a certificate of the Chief Executive Officer and Chief Financial Officer of the Company, dated as of the Closing Date, setting forth that each of the representations and warranties contained in this Agreement shall be true on and as of the Closing Date as if made as of the Closing Date and each of the conditions and covenants contained herein shall have been complied with to the extent compliance is required prior to Closing, and shall have delivered such other customary certificates as the Placement Agent shall have reasonably requested.

(b) The Company's obligation to issue and sell the Securities shall be subject to the following conditions having been met:

(i) the representations and warranties set forth in Sections 2, 4 and 5 of this Agreement shall be true and correct with the same force and effect as though expressly made at and as of the Closing and

(ii) the Settlement Agent (as defined below) shall have received payment in full for the Purchase Price for the Securities by federal wire of immediately available funds, in an amount not less than the aggregate amount of $30 million prior to the payment of fees and expenses.

7. Closing. Provided that the conditions set forth in Section 6 hereto and the last sentence of this Section 7 have been met or waived at such time, the transactions contemplated hereby shall be consummated on August 4, 2016, or at such other time and date as the parties

hereto shall agree (each such time and date of payment and delivery being herein called the "Closing"). At the Closing, settlement shall occur through Weeden & Co. LP (the "Settlement Agent"), or an affiliate thereof, on a delivery versus payment basis through the DTC ID System.

8. Covenants. The Company hereby covenants and agrees that subject to all Purchasers consummating the purchase of the Securities at the Closing, the Company will use the proceeds of the offering contemplated hereby as set forth under the caption "Use of Proceeds" in the Prospectus Supplement.

9. Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice promptly given to the other parties hereto, at any time prior to the Closing by the Company, on the one hand, or if the Closing shall not have occurred on or prior to August 15, 2016 by any Purchaser on the other; provided that the Company or such Purchaser, as the case may be, shall not be entitled to terminate this Agreement pursuant to this Section 9 if the failure of Closing to occur on or prior to such dates results primarily from such party itself having materially breached any representation, warranty or covenant contained in this Agreement.

10. Notices. Except as otherwise herein provided, all statements, requests, notices and agreements shall be in writing and, if to the Purchasers, shall be sufficient in all respects if delivered or sent by facsimile to (212) 446-9181 or by certified mail to CSCA Capital Advisors, LLC, 800 Third Avenue, 25th Floor, New York, NY, 10022, Attention: Bradley Razook, and, if to the Company, shall be sufficient in all respects if delivered or sent to the Company by facsimile to (703) 287-5854 or by certified mail to the Company at 1521 Westbranch Drive, Suite 100, McLean, Virginia 22102, Attention: Danielle Jones, Chief Financial Officer.

11. Governing Law. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of New York, without regard to conflict of laws principles.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only in a writing that is executed by each of the parties hereto.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be the same Agreement. Executed counterparts may be delivered by facsimile.

14. Construction. When used herein, the phrase "to the knowledge of" the Company or "known to" the Company or any similar phrase means the actual knowledge of the Chief Executive Officer or the Chief Financial Officer of the Company and includes the knowledge that such officers would have obtained of the matter represented after reasonable due and diligent inquiry of those employees of the Company whom such officers reasonably believe would have actual knowledge of the matters represented.

15. Free Writing Prospectus Legend. The Company has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication

relates. Before you invest, you should read the prospectus in that registration statement and other documents the Company has filed with the SEC for more complete information about the Company and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the Company or CSCA Capital Advisors, LLC will arrange to send you the prospectus if you request it by calling (212) 446-9172.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed and delivered as of the date first above written.

GLADSTONE COMMERCIAL CORPORATION

By: _____

Name:
Title:

DIRECT PURCHASERS

[ ]

By: _____

Name: [ ]
Title: [ ]

INVESTMENT ADVISERS

[ ] on behalf of itself (solely with respect to Section 4) and each Client set forth under its name on Schedule B

By: _____

Name: [ ]
Title: [ ]

CUSTOMERS

Each of the Several persons or entities listed under the heading "Account Name" on Attachment [ ] to Schedule C hereto

By: [ ], as agent and attorney-in-fact

By: _____
Name:
Title:

[ ] on behalf of itself and solely with respect to Section 5

By: _____
Name:
Title:

SCHEDULE A

NAME OF DIRECT PURCHASERS	NUMBER OF SHARES
[ ]	[ ]

SCHEDULE B

NAME OF INVESTMENT ADVISER	NUMBER OF SHARES
[ ]	
CLIENTS	
[ ]	

SCHEDULE C

NAME OF BROKER DEALER:	NUMBER OF SHARES
[ ]	
Customers for whom it is signing this Agreement as agent and attorney-in-fact: Each of the several persons or entities set forth under the heading "Account Name" on Attachment [ ] to Schedule C hereto	The amount set forth opposite such name on Attachment [ ] to Schedule C hereto under the heading "Amount" (in the aggregate [ ])

SCHEDULE D

Aggregate Purchase Amount

EXHIBIT C

Comfort Letter

, 2016

Gladstone Commercial Corporation
1521 Westbranch Drive, Suite 200
McLean, VA 22102

and

CSCA Capital Advisors, LLC
800 Third Avenue, 25th Floor
New York, NY 10022

Ladies and Gentlemen:

We have audited:

1. the consolidated financial statements of Gladstone Commercial Corporation (the "Company") as of December 31, 2015 and 2014 and for each of the three years in the period ended December 31, 2015 included in the Company's annual report on Form 10-K for the year ended December 31, 2015 (the "Form 10-K"),

2. the related financial statement schedule[s] included in the Form 10-K and

3. the effectiveness of the Company's internal control over financial reporting as of December 31, 2015.

The consolidated financial statements and financial statement schedules referred to above are all incorporated by reference in the registration statement (No. 333-208953) on Form S-3 filed by the Company under the Securities Act of 1933 (the "Act"); our report with respect thereto is also incorporated by reference in such registration statement. Such registration statement, including the prospectus supplement dated May 19, 2016 is herein referred to as the "Registration Statement."

In connection with the Registration Statement:

1. We are an independent registered public accounting firm with respect to the Company within the meaning of the Act and the applicable rules and regulations thereunder adopted by the Securities and Exchange Commission ("SEC") and the Public Company Accounting Oversight Board (United States) ("PCAOB").

2. In our opinion, the consolidated financial statements and financial statement schedules audited by us and incorporated by reference in the Registration Statement comply as to form in all material respects with the applicable accounting requirements of the Act and the Securities Exchange Act of 1934 and the related rules and regulations adopted by the SEC.

3. We have not audited any financial statements of the Company as of any date or for any period subsequent to December 31, 2015; although we have conducted an audit for the year ended December 31, 2015, the purpose (and therefore the scope) of such audit was to enable us to express our opinion on the consolidated financial statements as of December 31, 2015 and for the year then ended, but not on the financial statements for any interim period within such year. Therefore, we are unable to and do not express any opinion on the unaudited consolidated balance sheet as of March 31, 2016 or June 30, 2016 and the unaudited consolidated statements of operations, and of cash flows for the three-month periods ended March 31, 2016 and 2015 and the three- and six-month periods ended June 30, 2016 and 2015 included in the Company's quarterly reports on Form 10-Q for the quarters ended March 31, 2016 and June 30, 2016, incorporated by reference in the Registration Statement, or on the financial position, results of operations or cash flows as of any date or for any period subsequent to December 31, 2015. Also, we have not audited the Company's internal control over financial reporting as of any date subsequent to December 31, 2015. Therefore, we do not express any opinion on the Company's internal control over financial reporting as of any date subsequent to December 31, 2015.

4. For purposes of this letter, we have read the minutes of the 2016 meetings of the stockholders, the Board of Directors, the Audit Committee, the Compensation Committee, Executive Committee, and the Ethics, Nominating, and Corporate Governance Committee of the Company as set forth in the minute books at[ ], officials of the Company having advised us that the minutes of all such meetings through that date were set forth therein, except for the minutes of the July 11, 2016 Compensation Committee; Ethics, Nominating, and Corporate Governance Committee; and Valuation Committee; the July 12, 2016 Board of Directors; and the July 22 Audit Committee meetings which were not approved in final form, for which drafts were provided to us; officials of the Company have represented that such drafts include all substantive actions taken at such meeting, and have carried out other procedures to [ ](our work did not extend to the period from [ ], inclusive) as follows:

   a. With respect to the three-month periods ended March 31, 2016 and 2015 and the three- and six-month periods ended June 30, 2016 and 2015, we have:

      (i) performed the procedures (completed on April 27, 2016) specified by the PCAOB for a review of interim financial information as described in PCAOB AU 722, *Interim Financial Information*, on the unaudited consolidated financial statements as of March 31, 2016 and for the three-month periods ended March 31, 2016 and 2015 included in the Company's quarterly report on Form 10-Q for the quarter ended March 31, 2016, incorporated by reference in the Registration Statement; and

      (ii) review of interim financial information as described in PCAOB AU 722,*Interim Financial Information*, on the unaudited consolidated financial statements as of June 30, 2016 and for the three- and six-month periods ended June 30, 2016 and 2015 included in the Company's quarterly report on Form 10-Q for the quarter ended June 30, 2016, incorporated by reference in the Registration Statement;

      (iii) inquired of certain officials of the Company who have responsibility for financial and accounting matters whether the unaudited consolidated financial statements referred to in a.(i) and a(ii) above comply as to form in all material respects with the applicable accounting requirements of the Securities Exchange Act of 1934 as it applies to Form 10-Q and the related rules and regulations adopted by the SEC.

The foregoing procedures do not constitute an audit conducted in accordance with standards of the PCAOB. Also, they would not necessarily reveal matters of significance with respect to the comments in the following paragraph. Accordingly, we make no representations as to the sufficiency of the foregoing procedures for your purposes.

5. Nothing came to our attention as a result of the foregoing procedures, however, that caused us to believe that:

   a. (i) Any material modifications should be made to the unaudited consolidated financial statements described in 4.a.(i) and 4.a.(ii), incorporated by reference in the Registration Statement, for them to be in conformity with generally accepted accounting principles.

      (ii) The unaudited consolidated financial statements described in 4.a.(i) and 4.a.(ii) do not comply as to form in all material respects with the applicable accounting requirements of the Securities Exchange Act of 1934 as it applies to Form 10-Q and the related rules and regulations adopted by the SEC.

6. Company officials have advised us that no consolidated financial data as of any date or for any period subsequent to June 30, 2016 are available; accordingly, the procedures carried out by us with respect to changes in financial statement items after June 30, 2016 have, of necessity, been even more limited than those with respect to the periods referred to in 4. We have inquired of certain officials of the Company who have responsibility for financial and accounting matters as to whether (a) at [ ]there was any change in the common and senior common stock outstanding, increase in long-term debt, or decrease in stockholders' equity of the Company as compared with amounts shown in the June 30, 2016 unaudited consolidated balance sheet incorporated by reference in the Registration Statement; or (b) for the period from[ ], there were any decreases, as compared with the corresponding period in the preceding year, in consolidated operating revenue or in the total or per-share amounts of net income attributable to the Company.

   Those officials referred to above stated that they cannot comment on any such changes, increases or decrease, in stockholders' equity, operating revenue or in the total or per-share amounts of net income attributable to the Company for the periods referred to above.

   On the basis of these inquiries and our reading of the minutes as described in paragraph 4, nothing came to our attention that caused us to believe that there was any such change in long-term debt, common and senior common stock outstanding or stockholder's equity, except that we have been informed by officials of the Company that there have been the following decreases to mortgage debt and line of credit outstanding and increases to senior common stock outstanding, and except in all instances for changes, increases or decreases which the Registration Statement discloses have occurred or may occur:

   [LONG TERM DEBT TABLE]

7. For purposes of this letter, we have also read the items identified by you on the attached copy of the prospectus supplement, including the Form 10-K filed on February 17, 2016, 10-Qs

filed on April 27, 2016 and July 25, 2016, and 8-Ks filed on February 22, 2016, May 9, 2016, May 25, 2016, June 23, 2016 and July 12, 2016, forming part of the Registration Statement and have performed the following procedures, which were applied as indicated with respect to the letters explained below. We make no comment as to whether the SEC would view any non-GAAP financial information included or incorporated by reference in the document as being compliant with the requirements of Regulation G or Item 10 of Regulation S-K.

A Compared to or recomputed from a corresponding amount in the Company's audited financial statements incorporated by reference in the Registration Statement and found such amounts to be in agreement after giving effect to rounding.

B Compared to or recomputed from a corresponding amount in the Company's unaudited financial statements incorporated by reference in the Registration Statement, and found such amounts to be in agreement after giving effect to rounding.

C Compared to a schedule prepared by the Company from its accounting records and found such amounts to be in agreement. We (a) compared the amounts on the schedule to corresponding amounts appearing in the accounting records and found such amounts to be in agreement and (b) determined that the schedule was mathematically correct. We make no comment as to the reasoning given for changes from period to period. We make no comment with respect to the appropriateness or manner with which classifications between recourse and nonrecourse financing have been made. We make no comment with respect to the appropriateness or manner with which Total Rental Income has been allocated to individual properties, geographic locations, or industry classifications. We make no comment with respect to the appropriateness or manner with which Encumbrances has been allocated to individual properties.

D Compared to a schedule prepared by the Company from its accounting records and found such amounts to be in agreement. We (a) compared the amounts on the schedule to corresponding amounts appearing in the accounting records and found such amounts to be in agreement and (b) determined that the schedule was mathematically correct.

However, we make no comment regarding the completeness or appropriateness of the Company's determination of what constitutes executive compensation for purposes of the SEC disclosure requirements on executive compensation.

E Compared with a schedule prepared by the Company from its accounting records and found such amounts to be in agreement. We (a) compared the amounts on the schedule to corresponding amounts appearing in the accounting records and found such amounts to be in agreement and (b) determined that the schedule was mathematically correct. It should be noted that "FFO available to common stockholders" and "Basic and Diluted FFO per weighted average share of common

stock" are not measures of operating performance or liquidity defined by generally accepted accounting principles and may not be comparable to similarly titled measures presented by other companies. We make no comment about the Company's definition, calculation or presentation of FFO available to common stockholders and Basic and Diluted FFO per weighted average share of common stock or their usefulness for any purpose.

F Compared to a schedule prepared by the Company from its accounting records and found such amount to be in agreement, after rounding, if applicable. We (a) compared the amounts on the schedule to corresponding amounts appearing in the Company's accounting records and found such amounts to be in agreement and (b) determined that the schedule was mathematically correct. We also recomputed the amount of rent expense representing interest using the Company's method for determining the amount of rent expense representing interest by dividing the amount of rent expense, allocated to the Company by the Company's Adviser as part of the administration fee payable under the Advisory Agreement, by three. Management indicated that one-third of rent expense was a reasonable approximation of the interest portion of rent expense. However, we make no comment with respect to the Company's method for determining the amount of rent expense representing interest.

8. Our audit of the consolidated financial statements for the periods referred to in the introductory paragraph of this letter comprised audit tests and procedures deemed necessary for the purpose of expressing an opinion on such financial statements taken as a whole. For none of the periods referred to therein, or any other period, did we perform audit tests for the purpose of expressing an opinion on individual balances of accounts or summaries of selected transactions such as those enumerated above, and, accordingly, we express no opinion thereon.

9. It should be understood that we make no representations regarding questions of legal interpretation or regarding the sufficiency for your purposes of the procedures enumerated in the second preceding paragraph; also, such procedures would not necessarily reveal any material misstatement of the amounts or percentages listed above. Further, we have addressed ourselves solely to the foregoing data as set forth in the Registration Statement and make no representations regarding the adequacy of disclosure or regarding whether any material facts have been omitted.

10. This letter is solely for the information of the addressees and to assist the underwriter in conducting and documenting their investigation of the affairs of the Company in connection with the offering of the securities covered by the Registration Statement, and is not to be used, circulated, quoted, or otherwise referred to within or without the underwriting group for any other purpose, including but not limited to the registration, purchase, or sale of securities, nor is it to be filed with or referred to in whole or in part in the Registration Statement or any other document, except that reference may be made to it in the placement agreement or in any list of closing documents pertaining to the offering of the securities covered by the Registration Statement.