
**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): December 1, 2016 (November 29, 2016)

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

Maryland
(State or Other Jurisdiction
of Incorporation)

001-33097
(Commission
File Number)

02-0681276
(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))
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Item 1.01. Entry Into a Material Definitive Agreement.

On November 30, 2016, Gladstone Commercial Corporation (the “Company”) entered into a purchase agreement with an institutional investor pursuant to which the Company agreed to sell a total of 774,400 shares of its common stock, par value \$0.001 per share (“Common Stock”), in a registered direct placement at a purchase price of \$18.35 per share (the “Offering”). In connection with the Offering, the Company entered into a placement agent agreement dated November 30, 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 1.5% of the gross proceeds from the Offering.

The Offering is expected to close on or about December 5, 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 \$ 13.9 million. The Company intends to use the net proceeds of the sale of the Common Stock to fund acquisitions of real property in the ordinary course of the Company’s business and in accordance with the Company’s investment objectives, to pay down debt and for other general corporate purposes.

23,825,103 shares of Common Stock were outstanding prior to the Offering and 24,599,503 shares of Common Stock will be outstanding following the Offering. The shares of Common Stock were offered and sold pursuant to the Company’s prospectus supplement dated November 30, 2016 (the “Prospectus Supplement”), which supplements the Company’s prospectus filed with the U.S. 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 Common Stock is described in the Company’s Registration Statement.

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 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On November 29, 2016, the board of directors (the “Board”) of the Company approved and adopted the Second Amendment to the Company’s Bylaws, effective as of November 29, 2016 (the “Bylaw Amendment”). The Bylaw Amendment made certain clarifying edits to the bylaws, including amending Article II, Sections 9(a) and 9(b), as well as Article III, Section 13(a) to clarify that while a majority of the votes cast at a meeting of stockholders, duly called and at which a quorum is present, shall be the requisite vote required to take action at such meeting, a plurality of all votes cast at such meeting is sufficient to elect a director, subject to certain limitations.

The foregoing description of the Bylaw Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Bylaw Amendment. A copy of the Bylaw Amendment is attached hereto as Exhibit 3.1 and is incorporated by reference herein.

Item 7.01. Regulation FD Disclosure.

On December 1, 2016, the Company issued a press release (the “Pricing Press Release”) announcing the pricing of the Offering.

A copy of the Pricing Press Release is furnished herewith Exhibit 99.1 and is incorporated herein by reference. Pursuant to the rules and regulations of the SEC, the information set forth in this Item 7.01 and in the attached exhibit is deemed to be furnished and shall not be deemed to be filed.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

- 1.1 Placement Agent Agreement, dated November 30, 2016, by and between Gladstone Commercial Corporation and CSCA Capital Advisors, LLC.
- 3.1 Second Amendment to Bylaws of Gladstone Commercial Corporation.
- 5.1 Opinion of Venable LLP.
- 10.1 Form of Purchase Agreement.
- 23.1 Consent of Venable LLP (included in Exhibit 5.1).
- 99.1 Pricing Press Release, dated December 1, 2016.

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.

December 1, 2016

Gladstone Commercial Corporation

By: /s/ Michael Sodo

Michael Sodo
Chief Financial Officer

INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
1.1	Placement Agent Agreement, dated November 30, 2016, by and between Gladstone Commercial Corporation and CSCA Capital Advisors, LLC.
3.1	Second Amendment to Bylaws of Gladstone Commercial Corporation.
5.1	Opinion of Venable LLP.
10.1	Form of Purchase Agreement.
23.1	Consent of Venable LLP (included in Exhibit 5.1).
99.1	Pricing Press Release, dated December 1, 2016.

November 30, 2016

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

Re: Placement of Common 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 December 5, 2016, unless extended by the parties, to introduce Gladstone Commercial Corporation, a Maryland corporation (the "Company"), a one or more prospective purchasers (the "Offer") of 774,400 shares (the "Shares") (such number of shares actually sold, the "Securities") of the Company's common stock, par value \$0.001 per share (the "Common 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 clauses (i) and (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 Broker-Dealer (as such term is defined in the Purchase Agreement) in form and substance reasonably satisfactory to the Placement Agent, and cause Maryland counsel to the Company to deliver one or more opinions to the Placement Agent and the Broker-Dealer in form and substance reasonably satisfactory to the Placement Agent.

(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.

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 1.5% of the gross proceeds from the sale of Securities sold to the Purchasers (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 maximum aggregate amount of Shares to be sold in the offering contemplated hereby, which maximum 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. The Company hereby consents to the Placement Agent entering into an agreement or arrangement with Weeden & Co. L.P. to act as settlement agent (the "Settlement Agent") in connection with the Closing.

(b) The Company agrees that it will pay all 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) costs and expenses incident to the preparation, issuance, execution and delivery of the Securities, (iii) 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) 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) 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) [RESERVED], 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. The indemnity agreement by the Company for the Placement Agent Indemnitees described herein shall apply solely in their capacity as Placement Agent and Sub-Placement Agent, as applicable. 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 the Sub-Placement Agent or its 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), or the Sub-Placement Agent 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 the Sub-Placement Agent or its 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 the Sub-Placement Agent or its affiliates 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 34,040,000 shares of 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"), 160,000 shares of Series C Cumulative Redeemable Preferred Stock (the "Series C Preferred Stock") and 6,000,000 shares of Series D Cumulative Redeemable Preferred Stock (the "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 23,825,103 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, 0 shares of Series C Preferred Stock and 2,917,458 shares of Series D Preferred Stock are issued and outstanding and 10,214,897 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 3,082,542 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 34,040,000 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, 160,000 shares of Series C Preferred Stock and 6,000,000 shares of Series D Preferred Stock, of which 24,599,503 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, 0 shares of Series C Preferred Stock and 2,917,458 shares of Series D Preferred Stock will be issued and outstanding and 9,440,497 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 3,082,542 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 Common Stock, 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—Common Stock” and the statements set forth in the Prospectus Supplement under the caption “The Offering—Restriction on Ownership and Transfer” 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 or Broker-Dealer any written material relating to the offering contemplated hereby other than the Registration Statement, the Prospectus and any Preliminary Prospectus.

5. Except as otherwise herein provided, all statements, requests, notices and agreements shall be in writing and shall be sufficient in all respects if delivered or sent by facsimile or by certified mail as set forth below.

If to the Placement Agent:

CSCA Capital Advisors, LLC
800 Third Avenue, 25th Floor
New York, NY, 10022
Attention: Bradley Razook
Facsimile: (212) 446-9181

with a copy (which shall not constitute notice) to:

Cahill Gordon & Reindel, LLP
80 Pine Street
New York, NY 10005
Attention: John Schuster
Facsimile: (212) 269-5420

If to the Company:

Gladstone Commercial Corporation
1521 Westbranch Drive, Suite 100
McLean, Virginia 22102
Attention: Michael B. LiCalsi, General Counsel and Secretary
Facsimile: (703) 287-5854

with a copy (which shall not constitute notice) to:

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Attention: Lori Morgan
Facsimile: (615) 742-2780

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 or 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.

[Signature page follows]

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/ Michael LiCalsi

Name: Michael LiCalsi

Title: General Counsel and Secretary

Accepted by:

CSCA CAPITAL ADVISORS, LLC

By: /s/ Laurent de Marval

Name: Laurent de Marval

Title: Managing Director

[Signature Page to Placement Agent Agreement]

SECOND AMENDMENT TO BYLAWS
OF
GLADSTONE COMMERCIAL CORPORATION

The following Amendment is hereby made to the Bylaws (the "Bylaws") of Gladstone Commercial Corporation, a Maryland corporation (the "Corporation"), as of November 30, 2016:

Article II, Section 9(a) is hereby deleted in its entirety and replaced with the following:

Section 9. Voting.

(a) A majority of the votes cast at a meeting of stockholders, duly called and at which a quorum is present, shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of the votes cast is required by law, these Bylaws or by the Articles of Incorporation. Notwithstanding the foregoing, a plurality of all the votes cast at a meeting at which a quorum is present is sufficient to elect a director, except as provided in Article III, Section 15.

Article II, Section 9(b) is hereby deleted in its entirety and replaced with the following:

Section 9. Voting.

(b) If two or more classes of stock are entitled to vote separately on any matter for which the law requires approval by two-thirds of all the votes entitled to be cast, the matter shall be approved by two-thirds of all the votes of each class, unless these Bylaws or the Articles of Incorporation provide otherwise.

Article III, Section 13(a) is hereby deleted in its entirety and replaced with the following:

Section 13. Number and Term.

(a) The number of directors of the Corporation shall be fixed exclusively by resolutions adopted by the Board of Directors. The composition of the board of directors must satisfy the independence standards of the NASDAQ Stock Market (or such other securities market on which the Corporation's securities are listed for trading) and the applicable rules and regulations of the Securities and Exchange Commission ("SEC"). A majority of the entire Board of Directors may, at any time and from time to time, increase or decrease the number of directors of the Corporation as set forth in the Articles of Incorporation or these Bylaws; provided, however, that the number of directors shall not be increased by fifty percent (50%) or more in any twelve (12) month period without the approval of two-thirds (2/3rds) of the members of the Board of Directors then in office. The tenure of office of a director shall not be affected by any decrease in the number of directors so made by the Board of Directors.

[LETTERHEAD OF VENABLE LLP]

December 1, 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 774,400 shares (the "Shares") of common 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 Agent Agreement, dated as of November 30, 2016 (the "Placement Agreement"), by and between the Company and CSCA Capital Advisors, LLC, and a Purchase Agreement, dated as of November 30, 2016 (the "Purchase Agreement" and, together with the Placement Agreement, the "Agreements") by and between the Company and the Broker-Dealer (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 November 30, 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 (the "Resolutions") adopted by the Board of Directors of the Company and a duly authorized 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, certified as of the date hereof by an officer of the Company;

7. The Agreements;

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

9. 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 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

FORM OF PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement"), dated as of November 30, 2016, is by and between Gladstone Commercial Corporation, a Maryland corporation (the "Company" or "GOOD") and each Broker-Dealer listed on Schedule A (each, a "Broker-Dealer") which is entering into this Agreement on behalf of itself (as to paragraph 11 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 is referred to herein individually as a "Purchaser" and collectively, the "Purchasers".

WHEREAS, the Purchasers desire to purchase from the Company, and the Company desires to issue and sell to the Purchasers an aggregate of 774,400 shares (the "Shares") of the Company's common stock, par value \$0.001 per share (the "Common Stock").

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 Broker-Dealer (on behalf of Purchasers which are Customers) agrees 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, for a total of 774,400 Shares ("Total Shares"), at a price per share equal to \$18.35, for an aggregate purchase price equal to the product of the Total Shares and the Price per Share (the "Purchase Price") at the Closing (as defined below).

2. Representations, Warranties and Agreement of the Company.

The Company represents and warrants that the issued and outstanding shares of Common Stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable; the Shares have been duly authorized, and when issued in accordance with the terms of the Company's charter and delivered as contemplated hereby, will be validly issued, fully paid and non-assessable and will be listed, subject to notice of issuance, on the NASDAQ Global Select Market, will be registered pursuant to the Securities Act of 1933, as amended (the "1933 Act"), and as of the Closing will not be subject to any limitations on resale under the 1933 Act by holders that are not affiliates of the Company, effective as of the Closing; the issuance of the Shares is not subject to preemptive or other similar rights under Maryland law; and the Company has full power and authority under the laws of the State of Maryland 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.

3. Representations and Warranties of each Purchaser. Each Purchaser represents and warrants that (a) this Agreement has been duly authorized by such Purchaser and duly executed and delivered by or on behalf of such Purchaser; (b) 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; (c) such Purchaser has received a copy of the Company's prospectus dated February 1, 2016 included in the Company's shelf registration statement on Form S-3 (File No. 333-208953), including exhibits, financial statements, schedules and documents incorporated by reference therein, as amended, and the prospectus supplement dated November 30, 2016 specifically relating to the Shares (collectively, the "Prospectus"), and (d) such Purchaser has made its investment decision independently, based on the information in the Prospectus, and not based on any other information provided by the Company or CSCA Capital Advisors LLC (the "Placement Agent"), or any recommendation of the Placement Agent. Further, as of the date hereof and after giving effect to the transaction contemplated hereby, such Purchaser, together with any persons that would be deemed with the Purchaser to be a "group" for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, do not own directly or indirectly more than 9.8% of the issued and outstanding capital stock of the Company. Each Purchaser expressly acknowledges that the provisions of the Company's Articles of Incorporation, as amended or supplemented (the "Charter"), contain limitations on such Purchaser's ownership of the Company's capital stock, which, among other things, prohibit the direct or indirect ownership of more than 9.8% of the Company's outstanding capital stock and, in the event the shares of capital stock acquired by a Purchaser pursuant to this Agreement or otherwise exceed such limits, give the Company certain repurchase rights on the terms set forth in the Charter and result in the conversion of certain shares of capital stock held by such Purchaser into excess stock which will be held for the benefit of a charitable beneficiary on the terms set forth in the Charter.

4. Conditions to Obligations of the Parties.

(a) Each Purchaser's obligations to purchase the Shares shall be subject to the accuracy of the representations and warranties set forth in Section 2 of this Agreement on the date hereof and on the Closing.

(b) The Company's obligation to issue and sell the Shares shall be subject to (i) the accuracy of the representations and warranties of each Purchaser set forth in Section 3 of this Agreement on the date hereof and on the Closing and (ii) receipt by the Settlement Agent (as defined below) of payment in full of the Purchase Price for the Shares by federal wire of immediately available funds.

5. Closing. Provided that the conditions set forth in Section 4 hereto and the last sentence of this Section 5 have been met or waived at such time, the transactions contemplated hereby shall be consummated on December 5, 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.

6. 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 December 5, 2016 by the Purchaser on the other; provided that the Company or the Purchaser, as the case may be, shall not be entitled to terminate this Agreement pursuant to this Section 6 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.

7. 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 703-287-5899 or by certified mail to the Company at 1521 Westbranch Drive, Suite 100, McLean, Virginia 22102, Attention: Michael B. LiCalsi, General Counsel and Secretary.

8. 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.

9. 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.

10. 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.

11. Representations and Warranties of the Broker-Dealer. To induce the Company to enter into this Agreement, the 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 the Shares, each Broker-Dealer will conduct all offers and sales of Shares 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 A 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 A 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 (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.

[SIGNATURE PAGES FOLLOW]

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:

[Signature Page - Purchase Agreement]

CUSTOMERS

Each of the several persons or entities listed under the heading
"Account Name" on Attachment 1 to Schedule A hereto

By:

By: _____
Name:
Title:

on behalf of itself and solely with respect to

Section 11

By: _____
Name:
Title:

[Signature Page - Purchase Agreement]

SCHEDULE A

NAME OF BROKER DEALER:

NUMBER OF SHARES

Customers for whom it is signing this Agreement as agent and attorney-in-fact:

Schedule A - Page 1



Gladstone Commercial Corporation Prices Offering of Common Stock

MCLEAN, Va., December 1, 2016 (GLOBE NEWSWIRE): Gladstone Commercial Corporation (NASDAQ:GOOD) (the "Company") today announced the pricing of a registered direct placement of 774,400 shares of common stock, par value \$0.001 per share ("Common Stock"), to an institutional investor at an offering price of \$18.35 per share (the "Offering").

The Company expects to receive net proceeds, after placement fees and other estimated offering expenses, of approximately \$13.9 million. The Offering is expected to settle on or about December 5, 2016, subject to satisfaction of customary closing conditions. The Company expects to use the net proceeds of the sale of the Common Stock in the Offering to fund acquisitions of real property in the ordinary course of the Company's business and in accordance with the Company's investment objectives, to pay down debt and for other general corporate purposes.

CSCA Capital Advisors, LLC acted as placement agent and Weeden & Co. LP will serve as settlement agent for the transaction.

The shares of Common Stock were offered pursuant to a prospectus supplement and accompanying prospectus under a shelf registration statement that has been filed previously with the Securities and Exchange Commission (the "SEC"), which was declared effective on February 1, 2016. Copies of the prospectus supplement and accompanying prospectus included in the registration statement and other documents the Company has filed with the SEC may be obtained by contacting CSCA Capital Advisors, 800 Third Avenue, New York, New York 10022, by phone at 212-446-9177, or by fax at 212-446-9181.

This communication shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction.

About Gladstone Commercial Corporation: Gladstone Commercial is a real estate investment trust focused on acquiring, owning and operating net leased industrial and office properties across the United States. Gladstone Commercial's real estate portfolio consists of 95 properties located in 24 states, totaling approximately 11.0 million square feet. For additional information please visit www.gladstonecommercial.com.

Forward-Looking Statements

This press release contains certain forward-looking statements, such as the anticipated use of proceeds, which are based upon the Company's current expectations and are inherently uncertain, including forward-looking statements with respect to the Offering. Any such statements other than statements of historical fact are likely to be affected by other unknowable future events and conditions, including elements of the future that are or are not under the Company's control, and that the Company may or may not have considered; accordingly, such statements cannot be guarantees or assurances of any aspect of future performance. Actual performance and results could vary materially from these estimates and projections of the future. Such statements speak only as of the time when made and are based on information available to the Company as of the date hereof and are qualified in their entirety by this cautionary statement. The Company assumes no obligation to revise or update any such statement now or in the future. For further discussion of the factors that could affect outcomes, please refer to the "Risk Factors" section of the prospectus supplement and accompanying prospectus filed by the Company with the SEC, and the documents incorporated therein by reference, and in the Company's annual and periodic reports and other documents filed with the SEC, copies of which are available on the SEC's website, www.sec.gov.

Investor Relations Inquiries: Please visit www.gladstonecommercial.com or +1-703-287-5893.