

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

FORM 8-K

Current Report Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 18, 2013

Fifth Street Finance Corp.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction)

001-33901
(Commission File Number)

26-1219283
(IRS Employer Identification
No.)

10 Bank Street, 12th Floor,
White Plains, NY
(Address of principal
executive offices)

10606
(Zip Code)

Registrant's telephone number, including area code: **(914) 286-6800**

Check the appropriate box below if the Form 8-K 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 October 18, 2013, Fifth Street Finance Corp. (“FSC”) entered into three incremental assumption agreements to increase the size of its secured syndicated revolving credit facility with certain lenders party thereto from time to time and ING Capital LLC, as administrative agent (the “ING facility”), by \$115 million. On October 22, 2013, FSC entered into an additional incremental assumption agreement to further increase the size of the ING facility by \$10 million. The size of the ING facility is now \$605 million, with an accordion feature allowing for potential future expansion up to \$800 million, and the facility includes 14 lenders. The final maturity of the facility remains August 6, 2018.

The foregoing description of the incremental assumption agreements under the ING facility does not purport to be complete and is qualified in its entirety by reference to the form of such agreement filed as an exhibit hereto and incorporated by reference herein.

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

The information provided in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Incremental Assumption Agreement among Registrant, FSFC Holdings, Inc., Fifth Street Fund of Funds LLC, ING Capital LLC and Increasing/Assuming Lender.
99.1	Press Release dated October 23, 2013.

SIGNATURES

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

Date: October 23, 2013

FIFTH STREET FINANCE CORP.

By: /s/ David H. Harrison

Name: David H. Harrison

Title: Chief Compliance Officer

FORM OF
INCREMENTAL ASSUMPTION AGREEMENT

dated as of [],

relating to the

AMENDED AND RESTATED SENIOR SECURED REVOLVING CREDIT AGREEMENT

dated as of February 22, 2011,

among

FIFTH STREET FINANCE CORP.,
as Borrower,

The Several Lenders and Agents
from Time to Time Parties Thereto,

and

ING CAPITAL LLC,
as Administrative Agent

INCREMENTAL ASSUMPTION AGREEMENT, dated as of [] (this “Assumption Agreement”), by and among FIFTH STREET FINANCE CORP. (the “Borrower”), FSFC Holdings, Inc. (“FSFC”), Fifth Street Fund of Funds LLC (“Fifth Street”; collectively with FSFC, the “Subsidiary Guarantors”), ING CAPITAL LLC, in its capacity as Administrative Agent (the “Administrative Agent”) and as Issuing Bank, and [] (the “[Increasing][Assuming] Lender”) relating to the AMENDED AND RESTATED SENIOR SECURED REVOLVING CREDIT AGREEMENT dated as of February 22, 2011 (as amended by the Amendment No. 1 to the Amended and Restated Senior Secured Revolving Credit Agreement and Amendment No. 2 to the Guarantee, Pledge and Security Agreement dated as of July 8, 2011, that certain Waiver Letter, dated as of August 3, 2011, that certain Amendment No. 2 to Amended and Restated Senior Secured Revolving Credit Agreement, dated as of November 29, 2011, that certain Amendment No. 3 to Amended and Restated Senior Secured Revolving Credit Agreement, dated as of February 29, 2012, that certain Amendment No. 4 to Amended and Restated Senior Secured Revolving Credit Agreement, dated as of November 30, 2012, that certain Amendment No. 5 to Amended and Restated Senior Secured Revolving Credit Agreement, dated as of August 6, 2013, that certain Amendment No. 6 to Amended and Restated Senior Secured Revolving Credit Agreement, dated as of September 13, 2013, and as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Administrative Agent and the several banks and other financial institutions or entities from time to time party to the Credit Agreement.

A. The Borrower has requested that the [Increasing][Assuming] Lender provide an additional Commitment in an aggregate amount equal to \$[] (the “Incremental Commitment”) pursuant to Section 2.07(f) of the Credit Agreement.

B. The [Increasing][Assuming] Lender is willing to make such an Incremental Commitment to the Borrower on the terms and subject to the conditions set forth herein and in the Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms; Interpretation; Etc. Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Credit Agreement. The rules of construction set forth in Section 1.03 of the Credit Agreement shall apply equally to this Assumption Agreement. This Assumption Agreement shall be a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 2. Incremental Commitment. (a) Pursuant to Section 2.07(f) of the Credit Agreement and subject to the terms and conditions hereof, the [Increasing][Assuming] Lender hereby agrees to make the Incremental Commitment to the Borrower effective on and as of the Effective Date (as defined below). The Incremental Commitment shall constitute an additional “Commitment” for all purposes of the Credit Agreement and the other Loan Documents.

(b) The terms of the Incremental Commitment shall be the same as the other Commitments made under the Credit Agreement.

(c) On the Effective Date, in connection with the adjustments to any outstanding Loans and participation interests contemplated by Section 2.07(f)(iv) of the Credit Agreement, the [Increasing][Assuming] Lender shall make a payment to the Administrative Agent, for account of the other Lenders, in an amount calculated by the Administrative Agent in accordance with such section, so that after giving effect to such payment and to the distribution thereof to the other Lenders in accordance with such section, the Loans are held ratably by the Lenders in accordance with the respective Commitments of such Lenders (after giving effect to the Incremental Commitment and any other Commitment Increases, if any, occurring on the date hereof).

[(d) As of the Effective Date, the Assuming Lender shall become a Lender under the Credit Agreement and shall have all rights and obligations of a Lender under the Credit Agreement and any other document or instruments delivered pursuant thereto.]

SECTION 3. Conditions Precedent to Incremental Commitment. This Assumption Agreement, and the obligations of the [Increasing][Assuming] Lender to make the Incremental Commitment, shall become effective on and as of the Business Day (the “Effective Date”) occurring on or before [] on which the following conditions precedent have been satisfied:

(a) the Administrative Agent shall have received counterparts of this Assumption Agreement that, when taken together, bear the signatures of the Borrower, the Subsidiary Guarantors, the Administrative Agent and the Assuming Lender;

(b) on the date hereof, each of the conditions set forth or referred to in Section 2.07(f)(i) of the Credit Agreement shall be satisfied, and pursuant to Section 2.07(f)(ii)(x) of the Credit Agreement the Administrative Agent shall have received a certificate of a duly authorized officer of the Borrower dated the date hereof certifying as to the foregoing;

(c) the Administrative Agent shall have received for the account of the Lenders the amounts, if any, payable under Section 2.14 of the Credit Agreement as a result of the adjustments of Borrowings pursuant to Section 2(c) of this Assumption Agreement; and

(d) the [Increasing][Assuming] Lender shall have received all documented fees and expenses related to this Assumption Agreement owing on the date hereof, including an up-front fee in an amount equal to []% of the Incremental Commitment, due to the [Increasing][Assuming] Lender on the date hereof.

SECTION 4. Representations and Warranties of the Borrower. To induce the other parties hereto to enter into this Assumption Agreement, the Borrower represents and warrants to the Administrative Agent and the [Increasing][Assuming] Lender that, as of the date hereof:

(a) This Assumption Agreement has been duly authorized, executed and delivered by the Borrower and the Subsidiary Guarantors, and constitutes a legal, valid and binding obligation of the Borrower and the Subsidiary Guarantors in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(b) Each of the representations and warranties made by the Borrower and the Subsidiary Guarantors in or pursuant to the Loan Documents are true and correct in all material respects as if made on such date (except to the extent they relate specifically to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and unless a representation or warranty is already qualified by materiality or by Material Adverse Effect, in which case it is true and correct in all respects).

(c) No Default or Event of Default has occurred and is continuing on the date hereof or shall result from the Incremental Commitment.

SECTION 5. Representations, Warranties and Covenants of the [Increasing][Assuming] Lender. The [Increasing][Assuming] Lender (a) represents and warrants that (i) from and after the Effective Date, it shall [be bound by the provisions of the Credit

Agreement as a Lender thereunder and, to the extent of the Incremental Commitment, shall] have the obligations of a Lender [under the Credit Agreement to the extent of its existing Commitment as increased by the Incremental Commitment], and (ii) it has received a copy of the Credit Agreement, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assumption Agreement and to make the Incremental Commitment on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, [continue to] make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will [continue to] perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

SECTION 6. Consent and Reaffirmation. (a) Each Subsidiary Guarantor hereby consents to this Assumption Agreement and the transactions contemplated hereby, (b) the Borrower and each Subsidiary Guarantor agree that, notwithstanding the effectiveness of this Assumption Agreement, the Guarantee and Security Agreement and each of the other Security Documents continue to be in full force and effect, (c) the Borrower and each Subsidiary Guarantor acknowledge that the terms “Credit Agreement Obligations,” “Guaranteed Obligations” and “Secured Obligations” (each as defined in the Guarantee and Security Agreement) include any and all Loans made now or in the future by the [Increasing][Assuming] Lender in respect of the Incremental Commitment and all interest and other amounts owing in respect thereof under the Loan Documents (including all interest and expenses accrued or incurred subsequent to the commencement of any bankruptcy or insolvency proceeding with respect to the Borrower, whether or not such interest or expenses are allowed as a claim in such proceeding), and (d) each Subsidiary Guarantor confirms its guarantee of the Guaranteed Obligations and the Borrower and each Subsidiary Guarantor confirm their grant of a security interest in their assets as Collateral for the Secured Obligations, all as provided in the Loan Documents as originally executed (and amended prior to the date hereof and supplemented hereby).

SECTION 7. Notices. All notices hereunder shall be given in accordance with the provisions of Section 9.01 of the Credit Agreement.

SECTION 8. Expenses. The Borrower agrees to pay all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent in connection with this Assumption Agreement in accordance with the Credit Agreement, including the reasonable and documented fees, charges and disbursements of one outside counsel for the Administrative Agent.

SECTION 9. Counterparts. This Assumption Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same contract. Delivery of an executed counterpart

of a signature page of this Assumption Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 10. Applicable Law; Jurisdiction; Consent to Service of Process; Other. THIS ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE PROVISIONS OF SECTION 9.09 OF THE CREDIT AGREEMENT (AND ALL OTHER APPLICABLE PROVISIONS OF ARTICLE IX OF THE CREDIT AGREEMENT) ARE HEREBY INCORPORATED BY REFERENCE.

SECTION 11. Headings. The headings of this Assumption Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 12. No Third Party Beneficiaries. This Assumption Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any other person or entity. No person or entity other than the parties hereto shall have any rights under or be entitled to rely upon this Assumption Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assumption Agreement to be duly executed and delivered by their proper and duly authorized representatives as of the day and year first above written.

FIFTH STREET FINANCE CORP., as Borrower

By: _____
Name: _____
Title: _____

FSFC HOLDINGS, INC., as Subsidiary Guarantor

By: _____
Name: _____
Title: _____

FIFTH STREET FUND OF FUNDS LLC, as Subsidiary Guarantor

By: _____
Name: _____
Title: _____

ING CAPITAL LLC, as Administrative Agent and as Issuing Bank

By: _____
Name: _____
Title: _____

[], as [Increasing][Assuming] Lender

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Fifth Street Finance Corp. Expands its Syndicated Bank Credit Facility to \$605 Million

WHITE PLAINS, NY, October 23, 2013 -- Fifth Street Finance Corp. (NASDAQ:FSC) ("FSC") announced today that three new lenders joined its syndicated bank credit facility led by ING Capital LLC, and one existing lender increased its commitment. The additional commitments increase the facility size by \$125 million to \$605 million from \$480 million. The facility now includes 14 lenders with an accordion feature allowing for potential future expansion up to \$800 million. The final maturity of the facility remains August 6, 2018.

"This upside further enhances our ability to commit up to \$250 million in support of our private equity sponsor clients. Combined with our Wells Fargo and Sumitomo facilities, as well as available debenture capacity through our SBIC subsidiaries, FSC has access to over \$1 billion of debt capital," commented FSC's CEO, Leonard M. Tannenbaum.

About Fifth Street Finance Corp.

Fifth Street Finance Corp. is a leading specialty finance company that provides custom-tailored financing solutions to small and mid-sized companies, primarily in connection with investments by private equity sponsors. The company originates and invests in one-stop financings, first lien, second lien, mezzanine debt and equity co-investments. The company's investment objective is to maximize its portfolio's total return by generating current income from its debt investments and capital appreciation from its equity investments. The company has elected to be regulated as a business development company and is externally managed by Fifth Street Management LLC, an SEC-registered investment adviser and leading alternative asset manager with over \$3 billion in assets under management. With a track record of more than 15 years and offices across the country, Fifth Street's nationally recognized platform has the ability to hold loans up to \$150 million, commit up to \$250 million and structure and syndicate transactions up to \$500 million. Fifth Street's website can be found at fifthstreetfinance.com.

About ING Capital LLC

ING Capital LLC is an indirect U.S. subsidiary of ING Bank NV, which is part of the global financial services company ING Group. ING Bank NV has 67,000 employees serving its clients through its extensive global network in the world's major financial services markets. ING Capital has built a leading position in corporate lending. The Investment Industry Finance (IIF) group at ING Capital offers a broad range of structured finance solutions to its clients active in the Investment Industry, including BDCs.

Forward-Looking Statements

This press release may contain certain forward-looking statements, including statements with regard to the future performance of the company. Words such as "believes," "expects,"

“estimates,” “projects,” “anticipates,” and “future” or similar expressions are intended to identify forward-looking statements. These forward-looking statements are subject to the inherent uncertainties in predicting future results and conditions. Certain factors could cause actual results to differ materially from those projected in these forward-looking statements, and these factors are identified from time to time in the company’s filings with the Securities and Exchange Commission. The company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

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