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) May 25, 2016 (May 20, 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 May 20, 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 1,043,725 shares of its newly created 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 $25.00 per share. The offering is expected to close on May 25, 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 $25.1 million. The Company intends to use the net proceeds from the offering to partially redeem shares of its 7.125% Series C Cumulative Term Preferred Stock ("Series C Preferred Stock").

In connection with the offering, the Company entered into a placement agent agreement dated May 20, 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 3.125% of the gross proceeds from the offering.

The shares of Series D Preferred Stock were offered and sold pursuant to the Company's prospectus supplement dated May 20, 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 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 3.03 Material Modifications to Rights of Security Holders.

On May 23, 2016, the Company also filed with the Maryland Department Articles Supplementary (the "Articles Supplementary") (i) setting forth the rights, preferences and terms of the Series D Preferred Stock and (ii) reclassifying and designating 6,000,000 shares of the Company's authorized and unissued shares of Common Stock as shares of Series D Preferred Stock. The reclassification decreased the number of shares classified as Common Stock from 38,500,000 shares immediately prior to the reclassification to 32,500,000 shares immediately after the reclassification. The foregoing description of the Articles Supplementary is qualified in its entirety by reference to the Articles Supplementary, a copy of which is filed as Exhibit 3.1 to this Form 8-K and incorporated herein by reference.

After giving effect to the filing of the Articles Supplementary on May 23, 2016, the authorized capital stock of the Company consists of 32,500,000 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, 1,700,000 shares of Series C Preferred Stock and 6,000,000 shares of Series D Preferred Stock.

On May 23, 2016, the Company, through its ownership of GCLP Business Trust II, the general partner of Gladstone Commercial Limited Partnership, the operating partnership of the Company (the "Operating Partnership"), adopted a Schedule (the "Schedule") to its First Amended and Restated Agreement of Limited Partnership, as amended from time to time (the "Partnership Agreement"), establishing the rights, privileges and preferences of 7.00% Series D Cumulative Redeemable Preferred Units, a newly designated class of limited partnership interests (the "Series D Preferred Units"). The Schedule provides for the Operating Partnership's establishment and issuance of an equal number of Series D Preferred Units as are issued by the Company in connection with the Company's offering of Series D Preferred Stock upon the Company's contribution to the Operating Partnership of the net proceeds of the Series D Preferred Stock offering. Generally, the Series D Preferred Units provided for under the Schedule have preferences, distribution rights and other provisions substantially equivalent to those of the Company's Series D Preferred Stock. The foregoing description of the Schedule is qualified in its entirety by reference to the Schedule, which is filed as Exhibit 10.2 and is incorporated by reference herein.

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

The information set forth in Item 3.03 above with respect to the Articles Supplementary is incorporated in this Item 5.03 in its entirety.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

1.1	Placement Agent Agreement dated May 20, 2016 by and between Gladstone Commercial Corporation and CSCA Capital Advisors, LLC.
3.1	Articles Supplementary.
4.1	Form of Certificate for 7.00% Series D Cumulative Redeemable Preferred Stock
5.1	Opinion of Venable LLP.
8.1	Tax Opinion of Bass, Berry & Sims, PLC.
10.1	Form of Purchase Agreement.
10.2	Gladstone Commercial Limited Partnership Amended Schedule 4.2(a)(5) to First Amended and Restated Agreement of Limited Partnership: Designation of 7.00% Series D Cumulative Redeemable Preferred Units.
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

May 25, 2016

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

INDEX TO EXHIBITS

Exhibit No.	Description
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Exhibit 1.1

May 20, 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 May 31, 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 1,200,000 shares (the "Shares") (such number of shares actually sold, the "Securities") of the Company's 7.00% 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) Prior to the Closing Date, the Company will file the Articles Supplementary, as contemplated by Section 8 of the Purchase Agreement, with the State Department of Assessments and Taxation of Maryland to reclassify 6,000,000 shares of Common Stock into shares of Series D Preferred Stock and prior to the Closing Date, the Company will cause the Articles Supplementary to become effective.

(g) For a period of 60 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 3 1/8% 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 and each of its partners, directors, officers, associates, affiliates, subsidiaries, employees, consultants, attorneys, agents, and each person, if any, controlling the Placement Agent or any of its 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 the subsidiaries of the Company, if any (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 38,500,000 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") and 1,700,000 shares of Series C Cumulative Redeemable Preferred Stock (the "Series C Preferred Stock," together with the Series A Preferred Stock and the Series B Preferred Stock, the "Preferred Stock," and, collectively, the "Capital Stock"), of which 22,613,352 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 and 1,540,000 shares of Series C Preferred Stock are issued and outstanding and 15,886,648 shares of 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 3,490,448 shares of Senior Common Stock are authorized and unissued (without giving effect to any Securities issued or to be issued as contemplated by this Agreement or any reclassification of any shares of Common Stock into Shares of Series D Preferred Stock in connection with the transaction contemplated by this Agreement). As of the Closing Date (after giving effect to the filing and effectiveness of the Articles Supplementary as contemplated by Section 8 hereof), the authorized Capital Stock of the Company will consist of 32,500,000 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, 1,700,000 shares of Series C Preferred Stock and 6,000,000 shares of Series D Preferred Stock, of which 22,613,352 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, 1,540,000 shares of Series C Preferred Stock and 1,043,725 shares of Series D Preferred Stock will be issued and outstanding and 9,886,648 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 4,800,000 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 Shares have been duly authorized, and when issued in accordance with the terms of the Charter (after giving effect to the filing and effectiveness of the Articles Supplementary as contemplated by Section 8 hereof) and delivered as contemplated hereby, will be validly issued, fully paid and non-assessable; the Company has applied for approval for the listing of the Series D Preferred Stock on the NASDAQ Global Select Market and will use its best efforts to effect such listing within the time period specified in the Prospectus; the Common Stock, 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 the filing of the Articles Supplementary as contemplated by Section 1(f) hereof and 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 the National Association of Securities Dealers, 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: Chief Executive Officer and Chairman

Accepted by:

CSCA CAPITAL ADVISORS, LLC

By: /s/ Bradley G. Razook
Name: Bradley G. Razook
Title: Managing Director

Exhibit 3.1

GLADSTONE COMMERCIAL CORPORATION

ARTICLES SUPPLEMENTARY

7.00% SERIES D CUMULATIVE REDEEMABLE PREFERRED STOCK
(Liquidation Preference $25.00 per Share)

Gladstone Commercial Corporation, a Maryland corporation (the "Corporation"), hereby certifies to the Maryland State Department of Assessments and Taxation that:

FIRST: Under a power contained in Section 2 of Article SEVENTH of the charter of the Corporation (the "Charter"), the Board of Directors of the Corporation (the "Board of Directors") and a duly authorized committee thereof, by resolutions duly adopted, reclassified 6,000,000 authorized but unissued shares of common stock, par value $0.001 per share (the "Common Stock"), of the Corporation as shares of a series of preferred stock, designated as 7.00% Series D Cumulative Redeemable Preferred Stock (the "Series D Preferred Stock") with the following preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption. Capitalized terms used but not defined herein shall have the meanings given to them in the Charter.

7.00% Series D Cumulative Redeemable Preferred Stock

Section 1. Number of Shares and Designation.

A series of preferred stock of the Corporation designated as the "7.00% Series D Cumulative Redeemable Preferred Stock" (the "Series D Preferred Stock") is hereby established, and the number of shares constituting such series shall be 6,000,000.

Section 2. Definitions.

"Board of Directors" shall mean the Board of Directors of the Corporation.

"Business Day" shall mean any day other than a Saturday, a Sunday or a day on which state or federally chartered banking institutions in New York, New York are not required to be open.

"Change of Control" shall have the meaning set forth in Section 6(a) hereof.

"Change of Control Redemption Date" shall have the meaning set forth in Section 7(a) hereof.

"Change of Control Redemption Price" shall have the meaning set forth in Section 7(a) hereof.

"Charter" shall mean the charter of the Corporation.

"Common Stock" shall mean the common stock, par value $0.001 per share, of the Corporation.

"Event" shall have the meaning set forth in Section 9(d) hereof.

"Limit" shall have the meaning set forth in Section 4 of Article EIGHTH of the Charter.

"NASDAQ" shall mean the Nasdaq Stock Market.

"NYSE" shall mean the New York Stock Exchange.

"NYSE MKT" shall mean the NYSE MKT LLC Equities.

"Optional Redemption Right" shall have the meaning set forth in Section 5(b) hereof.

"Original Issue Date" shall mean the date of original issue of the Series D Preferred Stock.

"Parity Preferred Stock" shall have the meaning set forth in Section 9(b) hereof.

"Preferred Directors" shall have the meaning set forth in Section 9(b) hereof.

"Preferred Dividend Default" shall have the meaning set forth in Section 9(b) hereof.

"Senior Common Stock" shall mean the Senior Common Stock, par value $0.001 per share, of the Corporation.

"Series A Preferred Stock" shall mean the 7.75% Series A Cumulative Redeemable Preferred Stock, par value $0.001 per share, of the Corporation.

"Series B Preferred Stock" shall mean the 7.5% Series B Cumulative Redeemable Preferred Stock, par value $0.001 per share, of the Corporation.

"Series C Preferred Stock" shall mean the 7.125% Series C Cumulative Term Preferred Stock, par value $0.001 per share, of the Corporation.

"Series D Dividend Payment Date" shall have the meaning set forth in Section 3(a) hereof.

"Series D Dividend Period" shall mean the respective period commencing on and including the first day of each month and ending on and including the last day of each month (other than the initial Series D Dividend Period and the Series D Dividend Period during which any shares of Series D Preferred Stock are redeemed or otherwise acquired by the Corporation).

"Series D Dividend Record Date" shall have the meaning set forth in Section 3(a) hereof.

"Series D Preferred Stock" shall have the meaning set forth in Section 1 hereof.

"Special Optional Redemption Right" shall have the meaning set forth in Section 6(a) hereof.

Section 3. Dividends and Distributions.

(a) Subject to the preferential rights of the holders of any class or series of capital stock of the Corporation ranking senior to the Series D Preferred Stock as to dividends, the holders of the then outstanding Series D Preferred Stock shall be entitled to receive, when, as and if authorized by the Board of Directors and declared by the Corporation, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 7.00% per annum of the $25.00 liquidation preference per share (equivalent to a fixed annual amount of $1.75 per share). Such dividends shall accrue and be cumulative from and including the Original Issue Date and shall be payable monthly in arrears on the last day of each month or, if such date is not a Business Day, on the immediately succeeding Business Day, or on such later date as designated by the Board of Directors, with the same force and effect as if paid on such date (each, a "Series D Dividend Payment Date"). Dividends shall be payable to holders of record of the Series D Preferred Stock as they appear in the stock records of the Corporation at the close of business on the applicable record date, which shall be the date designated by the Board of Directors as the record date for the payment of dividends on the Series D Preferred Stock that is not more than 35 nor fewer than 10 days prior to the scheduled Series D Dividend Payment Date (each, a "Series D Dividend Record Date"). The amount of any dividend payable on the Series D Preferred Stock for any partial Series D Dividend Period and for the initial Series D Dividend Period shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months.

(b) No dividends on the Series D Preferred Stock shall be authorized, paid or set apart for payment by the Corporation at such time as the terms and conditions of any agreement of the Corporation, including any agreement relating to its indebtedness, prohibits such authorization, payment or setting apart for payment or would constitute a breach thereof, or a default thereunder, or if such authorization, payment or setting apart for payment shall be restricted or prohibited by law.

(c) Notwithstanding the foregoing Section 3(b), dividends on the Series D Preferred Stock shall accrue whether or not the Corporation has earnings, whether there are funds legally available for the payment of such dividends and whether or not such dividends are authorized by the Board of Directors or declared by the Corporation. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series D Preferred Stock which may be in arrears.

(d) Except as provided in Section 3(e) below, unless full cumulative dividends on the Series D Preferred Stock for all past Series D Dividend Periods that have ended shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment, no dividends shall be declared and paid or declared and set apart for payment and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect to shares of Common Stock or shares of any other class or series of capital stock of the Corporation ranking, as to dividends,

on parity with or junior to the Series D Preferred Stock (other than a dividend paid in shares of Common Stock or in shares of any other class or series of capital stock ranking junior to the Series D Preferred Stock as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation), nor shall any shares of Common Stock or shares of any other class or series of capital stock of the Corporation ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation, on parity with or junior to the Series D Preferred Stock be redeemed, purchased or otherwise acquired for any consideration or any moneys be paid to or made available for a sinking fund for the redemption of any such shares (except (i) by conversion into or exchange for shares of Common Stock or shares of any other class or series of capital stock of the Corporation ranking junior to the Series D Preferred Stock as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation, (ii) for the purchase of shares of Series D Preferred Stock or any other class or series of capital stock of the Corporation ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation, on parity with or junior to the Series D Preferred Stock, pursuant to Article EIGHTH of the Charter to the extent necessary to preserve the Corporation's status as a REIT and (iii) for the purchase of shares of any other class or series of capital stock of the Corporation ranking on parity with the Series D Preferred Stock as to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation, pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series D Preferred Stock).

(e) When dividends are not paid in full (or a sum sufficient for such full payment is not so set apart) upon the Series D Preferred Stock and any other class or series of capital stock ranking, as to dividends, on parity with the Series D Preferred Stock, all dividends declared upon the Series D Preferred Stock and each such other class or series of capital stock ranking, as to dividends, on parity with the Series D Preferred Stock shall be declared *pro rata* so that the amount declared per share of Series D Preferred Stock and such other class or series of capital stock shall in all cases bear to each other the same ratio that accrued dividends per share on the Series D Preferred Stock and such other class or series of capital stock (which shall not include any accrual in respect of unpaid dividends on such other class or series of capital stock for prior dividend periods if such other class or series of capital stock does not have a cumulative dividend) bear to each other.

(f) Holders of Series D Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or shares of capital stock, in excess of full cumulative dividends on the Series D Preferred Stock as provided herein. Any dividend payment made on the Series D Preferred Stock shall first be credited against the earliest accrued but unpaid dividends due with respect to such shares which remains payable. Accrued but unpaid dividends on the Series D Preferred Stock shall accumulate as of the Series D Dividend Payment Date on which they first become payable.

Section 4. Liquidation Preference.

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, before any distribution or payment shall be made to holders of Common Stock or any other class or series of capital stock of the Corporation ranking, as to rights upon liquidation, dissolution or winding up of the affairs of the Corporation, junior to the Series D Preferred Stock, the holders of shares of Series D Preferred Stock shall be entitled to be paid out of the assets of the Corporation legally available for distribution to its stockholders a liquidation preference of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) to and including the date of payment, but without interest. If, upon any such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Corporation are insufficient to pay the full amount of the liquidating distributions on all outstanding shares of Series D Preferred Stock and the corresponding amounts payable on all shares of other classes or series of capital stock of the Corporation ranking, as to rights upon liquidation, dissolution or winding up of the affairs of the Corporation, on parity with the Series D Preferred Stock, the holders of the Series D Preferred Stock and each such other class or series of capital stock ranking, as to rights upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, on parity with the Series D Preferred Stock shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first-class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of Series D Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Corporation. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series D Preferred Stock shall have no right or claim to any of the remaining assets of the Corporation. The consolidation or merger of the Corporation with or into any other corporation, trust or other entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Corporation, shall not be deemed to constitute a liquidation, dissolution or winding up of the affairs of the Corporation.

(b) In determining whether any distribution (other than upon voluntary or involuntary liquidation) by dividend, redemption or other acquisition of shares of capital stock or otherwise is permitted under the Maryland General Corporation Law, amounts that would be needed, if the Corporation were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of the holders of the Series D Preferred Stock shall not be added to the Corporation's total liabilities.

Section 5. Optional Redemption by the Corporation.

(a) Series D Preferred Stock shall not be redeemable prior to May 25, 2021, except as set forth in Section 6 below or to maintain the qualification of the Corporation as a REIT.

(b) On or after May 25, 2021, the Corporation, at its option, upon not fewer than 30 nor more than 60 days' written notice, may redeem the Series D Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) thereon to, but not including, the date fixed for redemption, without interest, to the extent the Corporation has funds legally available therefor (the "Optional Redemption Right"). If fewer than all of the outstanding shares of Series D Preferred Stock are to be redeemed, the shares of Series D Preferred Stock to be redeemed shall be redeemed *pro rata* (as nearly as may be practicable without creating fractional shares) by lot or by any other equitable method that the Corporation determines will not violate the Limit set forth in Article EIGHTH of the Charter. If redemption is to be by lot and, as a result, any holder of shares of Series D Preferred Stock, other than a holder of shares of Series D Preferred Stock that has received an exemption from the Limit, would have actual ownership or constructive ownership of more than 9.8% of the issued and outstanding shares of capital stock of the Corporation, because such holder's shares of Series D Preferred Stock were not redeemed, or were only redeemed in part, then, except as otherwise provided in the Charter, the Corporation shall redeem the requisite number of shares of Series D Preferred Stock of such holder such that no holder shall own shares of capital stock of the Corporation in excess of the Limit subsequent to such redemption. Holders of Series D Preferred Stock to be redeemed shall surrender such Series D Preferred Stock at the place, or in accordance with the book entry procedures, designated in the notice of redemption and shall be entitled to the redemption price of $25.00 per share, plus an amount equal to all accrued and unpaid dividends thereon, payable upon such redemption following such surrender. So long as full cumulative dividends on the Series D Preferred Stock for all past Series D Dividend Periods that have ended shall have been or contemporaneously are declared and paid in cash or declared and a sum sufficient for the payment thereof is set apart for payment, nothing herein shall prevent or restrict the Corporation's right or ability to purchase, from time to time, either at a public or a private sale, all or any part of the Series D Preferred Stock at such price or prices as the Corporation may determine, subject to the provisions of applicable law, including the repurchase of shares of Series D Preferred Stock in open-market transactions and individual purchases at such prices as the Corporation negotiates, in each case as duly authorized by the Board of Directors.

(c) Unless full cumulative dividends on the Series D Preferred Stock for all past Dividend Periods that have ended shall have been or contemporaneously are declared and paid in cash or declared and a sum sufficient for the payment thereof is set apart for payment, no shares of Series D Preferred Stock shall be redeemed pursuant to this Section 5 unless all outstanding shares of Series D Preferred Stock are simultaneously redeemed, and the Corporation shall not purchase or otherwise acquire directly or indirectly any shares of Series D Preferred Stock or any class or series of capital stock of the Corporation ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation, on parity with or junior to the Series D Preferred Stock (except by conversion into or exchange for capital stock of the Corporation ranking junior to the Series D Preferred Stock as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation); provided, however, that the foregoing shall not prevent (i) the purchase of Series D Preferred Stock or any other class or series of capital stock of the Corporation ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation, on parity with or junior to the Series D Preferred Stock, pursuant to Article EIGHTH of the Charter to ensure that the Corporation meets the requirements for qualification as a REIT for federal income tax purposes or (ii) the

purchase or other acquisition of shares of Series D Preferred Stock or any other class or series of capital stock of the Corporation ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation, on parity with or junior to the Series D Preferred Stock, pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding shares of Series D Preferred Stock.

(d) Notice of redemption pursuant to this Section 5 shall be mailed by the Corporation, postage prepaid, not fewer than 30 nor more than 60 days prior to the redemption date, addressed to the respective holders of record of the shares of Series D Preferred Stock to be redeemed at their respective addresses as they appear on the stock transfer records of the Corporation. No failure to give such notice or defect therein shall affect the validity of the proceedings for the redemption of any Series D Preferred Stock except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series D Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series D Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series D Preferred Stock are to be surrendered for payment of the redemption price; (v) the procedures for surrendering uncertificated shares of Series D Preferred Stock for payment of the redemption price; (vi) that dividends on the Series D Preferred Stock to be redeemed shall cease to accumulate on such redemption date; and (vii) that payment of the redemption price plus an amount equal to any accrued and unpaid dividends thereon shall be made upon presentation and surrender of such Series D Preferred Stock. If fewer than all of the shares of Series D Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series D Preferred Stock held by such holder to be redeemed. Notwithstanding anything else to the contrary herein, the Corporation shall not be required to provide notice to the holder of Series D Preferred Stock in the event such holder's Series D Preferred Stock is redeemed in order for the Corporation to qualify or to maintain the Corporation's status as a REIT. Any redemption of Series D Preferred Stock may be made conditional on such factors as may be determined by the Board of Directors and as set forth in the notice of redemption.

Section 6. Special Optional Redemption by the Corporation.

(a) Upon the occurrence of a Change of Control, the Corporation, at its option, upon not fewer than 30 nor more than 60 days' written notice, may redeem shares of Series D Preferred Stock, in whole or in part, within 120 days after the first date on which such Change of Control occurred, for cash at a redemption price of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) thereon to, but not including, the date fixed for redemption (the "Special Optional Redemption Right").

A "Change of Control" occurs when, after the Original Issue Date, the following have occurred and are continuing:

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Exchange Act of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases,

mergers or other acquisition transactions of stock of the Corporation entitling that person to exercise more than 50% of the total voting power of all stock of the Corporation entitled to vote generally in the election of directors (except that such person shall be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

(ii) following the closing of any transaction referred to in (i) above, neither the Corporation nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts representing such securities) listed on the NYSE, the NYSE MKT or the NASDAQ or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE MKT or NASDAQ.

(b) Notice of redemption pursuant to this Section 6 shall be mailed by the Corporation, postage prepaid, not fewer than 30 nor more than 60 days prior to the redemption date, addressed to the respective holders of record of the shares of Series D Preferred Stock to be redeemed at their respective addresses as they appear on the stock transfer records of the Corporation. No failure to give such notice or defect therein shall affect the validity of the proceedings for the redemption of any Series D Preferred Stock except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series D Preferred Stock may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of shares of Series D Preferred Stock to be redeemed; (iv) the place or places where the certificates, if any, representing shares of Series D Preferred Stock are to be surrendered for payment of the redemption price; (v) the procedures for surrendering uncertificated shares of Series D Preferred Stock for payment of the redemption price; (vi) that dividends on the Series D Preferred Stock to be redeemed shall cease to accumulate on such redemption date; (vii) that payment of the redemption price plus an amount equal to any accrued and unpaid dividends thereon shall be made upon presentation and surrender of such Series D Preferred Stock; and (viii) that the Series D Preferred Stock is being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control. If fewer than all of the shares of Series D Preferred Stock held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of shares of Series D Preferred Stock held by such holder to be redeemed. In this case, the Corporation shall determine the number of shares of Series D Preferred Stock to be redeemed in the manner described in Section 5(b) above.

Section 7. Redemption at Option of Holders Upon a Change of Control.

(a) If a Change of Control occurs at any time the Series D Preferred Stock is outstanding, then each holder of shares of Series D Preferred Stock shall have the right, at such holder's option, to require the Corporation to redeem for cash, out of funds legally available therefor, any or all of such holder's shares of Series D Preferred Stock, on a date specified by the Corporation that can be no earlier than 30 days and no later than 60 days following the date of delivery by the Corporation of a notice of the Change of Control (the "Change of Control Redemption Date"), at a redemption price of $25.00 per share, plus an amount equal to all accrued but unpaid dividends (whether or not authorized or declared) thereon to, but not

including, the Change of Control Redemption Date (the "Change of Control Redemption Price"); provided, however, that a holder shall not have any right of redemption with respect to any shares of Series D Preferred Stock being called for redemption pursuant to the Optional Redemption Right or the Special Optional Redemption Right or pursuant to Article EIGHTH of the Charter in order to preserve the status of the Corporation as a REIT, to the extent the Corporation has delivered notice of its intent to redeem such shares of Series D Preferred Stock on or prior to the date of delivery by the Corporation of a notice of the Change of Control.

(b) Within 15 days following the occurrence of a Change of Control, the Corporation shall provide to the holders of Series D Preferred Stock a notice of the Change of Control, which notice shall be addressed to the respective holders of record of the shares of Series D Preferred Stock at their respective addresses as they appear on the stock transfer records of the Corporation and shall specify: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the Change of Control Redemption Date; (iv) the Change of Control Redemption Price; (v) the place or places where the certificates, if any, representing shares of Series D Preferred Stock are to be surrendered for payment of the Change of Control Redemption Price; and (vi) the procedures for surrendering uncertificated shares of Series D Preferred Stock for payment of the Change of Control Redemption Price. The failure of the Corporation to give the foregoing notice or any defect contained therein shall not limit the redemption rights of the holders of Series D Preferred Stock or affect the validity of any proceedings for the redemption of shares of Series D Preferred Stock.

Section 8. Additional Provisions Relating to Redemption.

(a) If (i) notice of redemption of any shares of Series D Preferred Stock has been given (in the case of a redemption of the Series D Preferred Stock other than pursuant to Section 7 above or to preserve the status of the Corporation as a REIT), (ii) the funds necessary for such redemption have been set apart by the Corporation in trust for the benefit of the holders of any shares of Series D Preferred Stock to be redeemed and (iii) irrevocable instructions have been given to pay the redemption price of $25.00 per share plus an amount equal to all accrued and unpaid dividends thereon, then from and after the redemption date, dividends shall cease to accrue on such shares of Series D Preferred Stock, such shares of Series D Preferred Stock shall no longer be deemed outstanding, and all rights of the holders of such shares of Series D Preferred Stock shall terminate, except the right to receive the redemption price of $25.00 per share plus an amount equal to all accrued and unpaid dividends thereon payable upon such redemption, without interest.

(b) If a redemption date falls after a Series D Dividend Record Date and on or prior to the corresponding Series D Dividend Payment Date, each holder of shares of Series D Preferred Stock on such Series D Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Series D Dividend Payment Date, notwithstanding the redemption of such shares on or prior to such Series D Dividend Payment Date, and each holder of shares of Series D Preferred Stock that are redeemed on such redemption date shall be entitled to the dividends, if any, accruing after the end of the Series D Dividend Period to which such Series D Dividend Payment Date relates up to and including, the date of redemption. Except as provided herein, the Corporation shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series D Preferred Stock for which a notice of redemption has been given.

Section 9. Voting Rights.

(a) Holders of the Series D Preferred Stock shall not have any voting rights except as set forth in this Section 9.

(b) Whenever dividends on any shares of Series D Preferred Stock shall be in arrears for 18 or more consecutive Series D Dividend Periods (a "Preferred Dividend Default"), the holders of Series D Preferred Stock (and all other classes and series of preferred stock of the Corporation ranking on parity with the Series D Preferred Stock as to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation and upon which like voting rights have been conferred and are exercisable (the "Parity Preferred Stock"), voting together as a single class) shall be entitled to vote for the election of two additional directors to the Board of Directors (the "Preferred Directors"), at each annual meeting of the Corporation's stockholders and at any special meeting of the Corporation's stockholders called for the purpose of electing Preferred Directors, until all dividends accumulated on shares of Series D Preferred Stock for all past Series D Dividend Periods shall have been fully paid or declared and a sum sufficient for the cash payment thereof set apart for payment. Unless the number of the Corporation's directors has previously been increased pursuant to the terms of any class or series of Parity Preferred Stock with which the holders of Series D Preferred Stock are entitled to vote together as a single class in the election of Preferred Directors, the number of the Corporation's directors shall automatically increase by two at such time as holders of Series D Preferred Stock become entitled to vote in the election of the Preferred Directors. If and when all accumulated dividends on such Series D Preferred Stock and Parity Preferred Stock for the past Dividend Periods that have ended shall have been fully paid or declared and a sum sufficient for the payment thereof is set apart for payment, the right of the holders of Series D Preferred Stock and the Parity Preferred Stock to elect such additional two Directors shall immediately cease (subject to revesting in the event of each and every Preferred Dividend Default), and the term of office of each Preferred Director so elected shall terminate and the number of directors shall be automatically reduced accordingly.

(c) The Preferred Directors shall be elected by a plurality of the votes cast in the election of such directors, and each Preferred Director shall serve until the next annual meeting of the Corporation's stockholders and until his or her successor is duly elected and qualifies, or until such director's right to hold the office terminates, whichever occurs earlier, subject to such Preferred Director's earlier death, disqualification, resignation or removal. The election shall take place at (i) a special meeting called upon the written request of holders of record of at least 20% of the outstanding shares of Series D Preferred Stock and Parity Preferred Stock, if the request is received more than 90 days before the date fixed for the Corporation's next annual or special meeting of stockholders or, if the Corporation receives the request for a special meeting within 90 days before the date fixed for the Corporation's next annual or special meeting of stockholders, at such annual or special meeting of stockholders and (ii) each subsequent annual meeting of stockholders, or special meeting held in place thereof, until all dividends accumulated on the Series D Preferred Stock and Parity Preferred Stock have been paid in full for all past dividend periods that have ended. Any Preferred Director may be removed at any time with or

without cause by the vote of, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding shares of Series D Preferred Stock and Parity Preferred Stock upon which like voting rights have been conferred and are exercisable (voting together as a single class). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Director may be filled by written consent of the Preferred Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the outstanding shares of Series D Preferred Stock and Parity Preferred Stock upon which like voting rights have been conferred and are exercisable (voting together as a single class). Each of the Preferred Directors shall be entitled to one vote on any matter.

(d) So long as any shares of Series D Preferred Stock remain outstanding, the Corporation shall not, without the affirmative vote or consent of the holders of two-thirds of the outstanding shares of Series D Preferred Stock and Parity Preferred Stock upon which like voting rights have been conferred (voting together as a single class), authorize, create or issue, or increase the number of authorized or issued shares of, any class or series of capital stock ranking senior to the Series D Preferred Stock with respect to the payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation or reclassify any authorized shares of capital stock of the Corporation into such capital stock, or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase such capital stock. In addition, so long as any shares of Series D Preferred Stock remain outstanding, the Corporation shall not, without the affirmative vote or consent of the holders of two-thirds of the outstanding shares of Series D Preferred Stock, amend, alter or repeal the Charter, including the terms of the Series D Preferred Stock, whether by merger, consolidation, transfer or conveyance of all or substantially all of its assets or otherwise (an "Event"), so as to materially and adversely affect any right, preference, privilege or voting power of the Series D Preferred Stock; provided, however, that with respect to the occurrence of any of the Events set forth above, so long as the Series D Preferred Stock remains outstanding with the terms thereof materially unchanged, taking into account that, upon the occurrence of an Event, the Corporation may not be the surviving entity, the occurrence of such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of Series D Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the Events set forth above; provided, further, that with respect to any such amendment, alteration or repeal that equally affects the terms of the Series D Preferred Stock and any Parity Preferred Stock upon which like voting rights have been conferred, the affirmative vote or consent of the holders of two-thirds of the outstanding shares of Series D Preferred Stock and Parity Preferred Stock (voting together as a single class) shall be required. In addition, if the holders of the Series D Preferred Stock receive the greater of the full trading price of the Series D Preferred Stock on the date of an Event set forth above or the $25.00 liquidation preference per share of the Series D Preferred Stock pursuant to the occurrence of any of the Events set forth above, then such holders shall not have any voting rights with respect to the Events set forth above.

(e) So long as any shares of Series D Preferred Stock remain outstanding, the holders of shares of Series D Preferred Stock also shall have the exclusive right to vote on any amendment, alteration or repeal of the Charter, including the terms of the Series D Preferred Stock, that would alter only the contract rights, as expressly set forth in the Charter, of the Series

D Preferred Stock, and the holders of any other classes or series of capital stock of the Corporation shall not be entitled to vote on any such amendment, alteration or repeal. Any such amendment, alteration or repeal shall require the affirmative vote or consent of the holders of two-thirds of the shares of Series D Preferred Stock issued and outstanding at the time. With respect to any amendment, alteration or repeal of the Charter, including the terms of the Series D Preferred Stock, that equally affects the terms of the Series D Preferred Stock and any Parity Preferred Stock upon which like voting rights have been conferred, the holders of shares of Series D Preferred Stock and such Parity Preferred Stock (voting together as a single class) also shall have the exclusive right to vote on any amendment, alteration or repeal of the Charter, including the terms of the Series D Preferred Stock, that would alter only the contract rights, as expressly set forth in the Charter, of the Series D Preferred Stock and such Parity Preferred Stock, and the holders of any other classes or series of capital stock of the Corporation shall not be entitled to vote on any such amendment, alteration or repeal. Any such amendment, alteration or repeal shall require the affirmative vote or consent of the holders of two-thirds of the shares of Series D Preferred Stock and such Parity Preferred Stock issued and outstanding at the time.

(f) Holders of shares of Series D Preferred Stock shall not be entitled to vote with respect to (i) any issuance or increase in the total number of authorized shares of Common Stock or preferred stock of the Corporation, (ii) any issuance or increase in the number of authorized shares of Series D Preferred Stock or the creation or issuance of any other class or series of capital stock, or (iii) any increase in the number of authorized shares of any other class or series of capital stock, in each case ranking on parity with or junior to the Series D Preferred Stock with respect to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation. Except as set forth herein, holders of Series D Preferred Stock shall not have any voting rights with respect to, and the consent of the holders of Series D Preferred Stock shall not be required for, the taking of any corporate action, including an Event, regardless of the effect that such corporate action or Event may have upon the powers, preferences, voting power or other rights or privileges of the Series D Preferred Stock.

(g) The foregoing voting provisions of this Section 9 shall not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series D Preferred Stock shall have been redeemed or called for redemption upon proper notice pursuant hereto and sufficient funds, in cash, shall have been deposited in trust to effect such redemption.

(h) In any matter in which the Series D Preferred Stock may vote (as expressly provided herein), each share of Series D Preferred Stock shall be entitled to one vote per $25.00 of liquidation preference.

Section 10. Conversion.

The Series D Preferred Stock shall not be convertible into or exchangeable for any other property or securities of the Corporation or any other entity.

Section 11. Ranking.

In respect of rights to the payment of dividends and the distribution of assets in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, the Series D Preferred Stock shall rank (i) senior to the Common Stock, the Senior Common Stock and any other class or series of capital stock of the Corporation, the terms of which expressly provide that such capital stock ranks junior to the Series D Preferred Stock as to the payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation, (ii) on a parity with the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and any other class or series of capital stock of the Corporation, the terms of which expressly provide that such capital stock ranks on parity with the Series D Preferred Stock as to the payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation, and (iii) junior to any other class or series of capital stock of the Corporation, the terms of which expressly provide that such capital stock ranks senior to the Series D Preferred Stock as to the payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Corporation, and to all existing and future debt obligations of the Corporation.

Section 12. Status of Acquired Shares of Series D Preferred Stock.

All shares of Series D Preferred Stock redeemed, repurchased or otherwise acquired in any manner by the Corporation shall be retired and shall be restored to the status of authorized but unissued Common Stock, without designation as to series or class.

SECOND: The Series D Preferred Stock has been classified and designated by the Board of Directors under the authority contained in the Charter.

THIRD: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FOURTH: The undersigned acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

[SIGNATURE PAGE FOLLOWS]

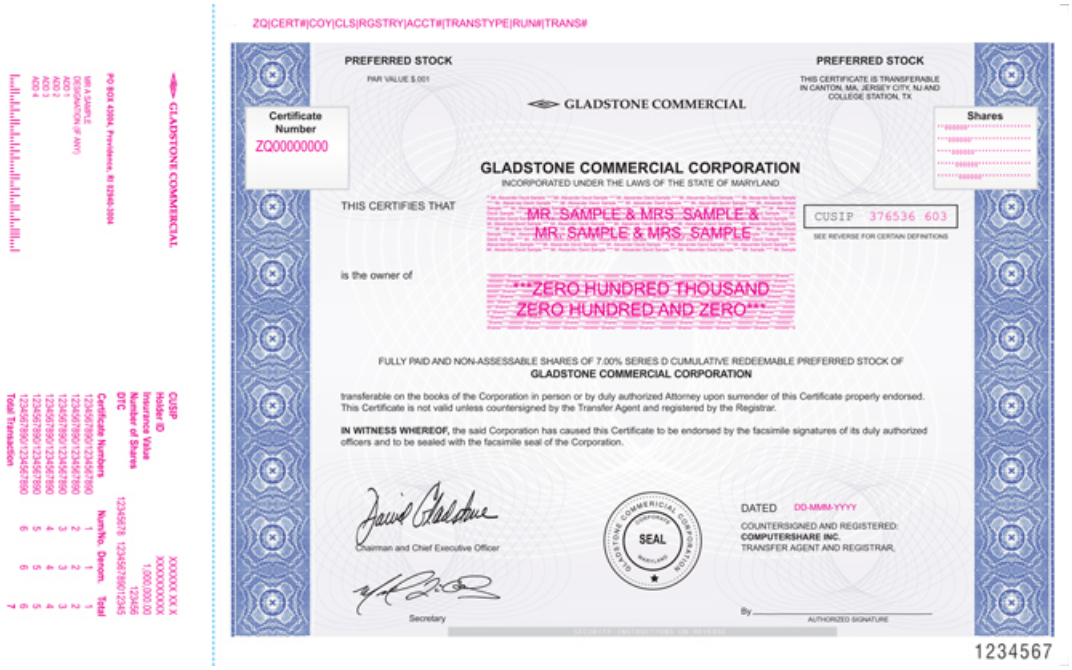
IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be signed in its name and on its behalf by its Chief Executive Officer and attested to by its Secretary on this 23rd day of May, 2016.

ATTEST:

/s/ Michael LiCalsi
Name: Michael LiCalsi
Title: Secretary

GLADSTONE COMMERCIAL CORPORATION

/s/ David Gladstone
Name: David Gladstone
Title: Chief Executive Officer



ZQ|CERT#|COY|CLS|RGSTRY|ACCT#|TRANSTYPE|RUN#|TRANS#

PREFERRED STOCK

PAR VALUE $.001

PREFERRED STOCK

THIS CERTIFICATE IS TRANSFERABLE IN CANTON, MA, JERSEY CITY, NJ AND COLLEGE STATION, TX

GLADSTONE COMMERCIAL

Certificate Number

ZQ00000000

Shares

GLADSTONE COMMERCIAL CORPORATION

INCORPORATED UNDER THE LAWS OF THE STATE OF MARYLAND

THIS CERTIFIES THAT

MR. SAMPLE & MRS. SAMPLE & MR. SAMPLE & MRS. SAMPLE

CUSIP 376536 603

SEE REVERSE FOR CERTAIN DEFINITIONS

is the owner of

ZERO HUNDRED THOUSAND ZERO HUNDRED AND ZERO

FULLY PAID AND NON-ASSESSABLE SHARES OF 7.00% SERIES D CUMULATIVE REDEEMABLE PREFERRED STOCK OF

GLADSTONE COMMERCIAL CORPORATION

transferable on the books of the Corporation in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. This Certificate is not valid unless countersigned by the Transfer Agent and registered by the Registrar.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be endorsed by the facsimile signatures of its duly authorized officers and to be sealed with the facsimile seal of the Corporation.

Chairman and Chief Executive Officer

Secretary

SEAL

DATED DD-MMM-YYYY

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE INC.
TRANSFER AGENT AND REGISTRAR,

By _____
AUTHORIZED SIGNATURE

1234567

GLADSTONE COMMERCIAL

PO BOX 43084, Providence, RI 02940-3084

MR A SAMPLE
DESIGNATION (IF ANY)
ADD 1
ADD 2
ADD 3
ADD 4

CUSIP			
Holder ID			
Insurance Value			XXXXXXX.XX
Number of Shares			1,000,000.00
DTC		12345678	123456
Certificate Numbers	Num/No.	Denom.	Total
12345678901234567890	1	1	1
12345678901234567890	2	2	2
12345678901234567890	3	3	3
12345678901234567890	4	4	4
12345678901234567890	5	5	5
12345678901234567890	6	6	6
Total Transaction	7	7	7

IMPORTANT NOTICE

The Corporation will furnish without charge to each stockholder who so requests a full statement of the information required by Section 2-2 11 (b) of the Maryland General Corporation Law with respect to the designations, powers, preferences and relative participating, optional or other special rights of each class of stock or series thereof of the Corporation and the qualifications, limitations or restrictions of such preferences and/or rights. Such request may be made to the Corporation or the Registrar and Transfer Agent.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UNIF GIT MIN ACT	- _____Custodian_____ (Cust) (Minor) under Uniform Gifts to Minors Act_____ (State)
TEN ENT	- as tenants by the entireties		
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	UNIF TRF MIN ACT	- _____Custodian (until age_____) (Cust) _____under Uniform Transfers to Minors Act_____ (Minor) (State)

Additional abbreviations may also be used though not in the above list.

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

For value received, _____ hereby sell, assign and transfer unto

_____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE)

_____

_____

_____ Shares

of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney

to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated: _____20_____

Signature: _____

Signature: _____

Notice: The signature to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever.

Signature(s) Guaranteed: Medallion Guarantee Stamp
THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

SECURITY INSTRUCTIONS

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.

The IRS requires that the named transfer agent ("we") report the cost basis of certain shares or units acquired after January 1, 2011. If your shares or units are covered by the legislation, and you requested to sell or transfer the shares or units using a specific cost basis calculation method, then we have processed as you requested. If you did not specify a cost basis calculation method, then we have defaulted to the first in, first out (FIFO) method. Please consult your tax advisor if you need additional information about cost basis.

If you do not keep in contact with the issuer or do not have any activity in your account for the time period specified by state law, your property may become subject to state unclaimed property laws and transferred to the appropriate state.

152431

Exhibit 5.1

[LETTERHEAD OF VENABLE LLP]

May 25, 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 1,043,725 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 May 20, 2016 (the "Placement Agreement"), by and between the Company and CSCA Capital Advisors, LLC, and certain Purchase Agreements, each dated as of May 20, 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 May 20, 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 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

May 25, 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 May 24, 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

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement"), dated as of May 20, 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 up to an aggregate of 1,200,000 shares (such number of shares actually sold pursuant to this Agreement, the "Securities") of the Company's 7.00% 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 $25.00, including accrued dividends from May 25, 2016, 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 May 20, 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 the subsidiaries of the Company, if any (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 38,500,000 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") and 1,700,000 shares of Series C Cumulative Redeemable Preferred Stock (the "Series C Preferred Stock," together with the Series A Preferred Stock and the Series B Preferred Stock, the "Preferred Stock," and, collectively, the "Capital Stock"), of which 22,613,352 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 and 1,540,000 shares of Series C Preferred Stock are issued and outstanding and 15,886,648 shares of 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 3,490,448 shares of Senior Common Stock are authorized and unissued (without giving effect to any Securities issued or to be issued as contemplated by this Agreement or any reclassification of any shares of Common Stock into Shares of Series D Preferred Stock in connection with the transaction contemplated by this Agreement). As of the Closing Date (after giving effect to the filing and effectiveness of the Articles Supplementary as contemplated by Section 8 hereof), the authorized Capital Stock of the Company will consist of 32,500,000 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, 1,700,000 shares of Series C Preferred Stock and 6,000,000 shares of Series D Preferred Stock, of which 22,613,352 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, 1,540,000 shares of Series C Preferred Stock and 1,043,725 shares of Series D Preferred Stock will be issued and outstanding and 9,886,648 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 4,800,000 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 Shares have been duly authorized, and when issued in accordance with the terms of the Charter (after giving effect to the filing and effectiveness of the Articles Supplementary as contemplated by Section 8 hereof) and delivered as contemplated hereby, will be validly issued, fully paid and non-assessable; the Company has applied for approval for the listing of the Series D Preferred Stock on the NASDAQ Global Select Market and will use its best efforts to effect such listing within the time period specified in the Prospectus; 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) Neither the Company nor its Subsidiaries are 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 for the filing and effectiveness of the Articles Supplementary as contemplated by Section 8 hereof and 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 May 16, 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 National Association of Securities Dealers, 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,

(v) The Articles Supplementary contemplated by Section 8 hereof shall have been filed and become effective, and

(vi) 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 $24 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 May 25, 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 (i) 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 and (ii) prior to the Closing, the Company will file articles supplementary to reflect the reclassification and designation of 6,000,000 shares of Common Stock into shares of Series D Preferred Stock (the "Articles Supplementary") with the State Department of Assessments and Taxation of Maryland, and will cause the Articles Supplementary to become effective prior to the Closing.

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 June 30, 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) 446-9177.

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

GLADSTONE COMMERCIAL LIMITED PARTNERSHIP
SCHEDULE 4.2(a)(5) TO FIRST AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
DESIGNATION OF 7.00% SERIES D CUMULATIVE REDEEMABLE PREFERRED UNITS

1. **Number of Units and Designation**. A series of cumulative redeemable preferred units, designated the "7.00% Series D Cumulative Redeemable Preferred Units" (the **"Series D Preferred Units"**) is hereby established and the number of units constituting such Series D Preferred Units shall be 6,000,000.

2. **Definitions**.

"Business Day" shall mean any day other than a Saturday, a Sunday or a day on which state or federally chartered banking institutions in New York, New York are not required to be open.

"Change of Control" shall have the meaning set forth in Section 6(a) hereof.

"Change of Control Redemption Date" shall have the meaning set forth in Section 7(a) hereof.

"Change of Control Redemption Price" shall have the meaning set forth in Section 7(a) hereof.

"Charter" shall mean the charter of the Gladstone Commercial Corporation.

"Event" shall have the meaning set forth in Section 9(d) hereof.

"NASDAQ" shall mean the Nasdaq Stock Market.

"NYSE" shall mean the New York Stock Exchange.

"NYSE MKT" shall mean the NYSE MKT LLC Equities.

"Optional Redemption Right" shall have the meaning set forth in Section 5(b) hereof.

"Original Issue Date" shall mean the date of original issue of the Series D Preferred Units.

"Parity Preferred Unit" shall mean all other classes and series of preferred units of the Partnership ranking on parity with the Series D Preferred Units as to the payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Partnership.

"Series A Preferred Unit" shall mean the 7.75% Series A Cumulative Redeemable Preferred Units, par value $0.001 per share, of the Partnership.

"Series B Preferred Unit" shall mean the 7.5% Series B Cumulative Redeemable Preferred Units of the Partnership.

"Series C Preferred Unit" shall mean the 7.125% Series C Cumulative Term Preferred Units of the Partnership.

"Series D Dividend Payment Date" shall have the meaning set forth in Section 3(a) hereof.

"Series D Dividend Period" shall mean the respective period commencing on and including the first day of each month and ending on and including the last day of each month (other than the initial Series D Dividend Period and the Series D Dividend Period during which any of the Series D Preferred Units are redeemed or otherwise acquired by the Partnership).

"Series D Dividend Record Date" shall have the meaning set forth in Section 3(a) hereof.

"Series D Preferred Unit" shall have the meaning set forth in Section 1 hereof.

"Special Optional Redemption Right" shall have the meaning set forth in Section 6(a) hereof.

3. **Dividends and Distributions**.

(a) Subject to the preferential rights of the holders of any Partnership Interest of the Partnership ranking senior to the Series D Preferred Units as to dividends, the holders of the then outstanding Series D Preferred Units shall be entitled to receive, when, as and if authorized and declared by the General Partner, out of funds legally available for the payment of dividends, cumulative cash dividends at the rate of 7.00% per annum of the $25.00 liquidation preference per unit (equivalent to a fixed annual amount of $1.75 per unit). Such dividends shall accrue and be cumulative from and including the Original Issue Date and shall be payable monthly in arrears on the last day of each month or, if such date is not a Business Day, on the immediately succeeding Business Day, or on such later date as designated by the General Partner, with the same force and effect as if paid on such date (each, a "Series D Dividend Payment Date"). Dividends shall be payable to holders of record of the Series D Preferred Units as they appear in the ownership records of the Partnership at the close of business on the applicable record date, which shall be the date designated by the General Partner as the record date for the payment of dividends on the Series D Preferred Units that is not more than 35 nor fewer than 10 days prior to the scheduled Series D Dividend Payment Date (each, a "Series D Dividend Record Date"). The amount of any dividend payable on the Series D Preferred Units for any partial Series D Dividend Period and for the initial Series D Dividend Period shall be prorated and computed on the basis of a 360-day year consisting of twelve 30-day months.

(b) No dividends on Series D Preferred Units shall be authorized or declared by the General Partner or paid or set apart for payment by the Partnership at such time as the terms and provisions of any agreement of the Partnership, including any agreement relating to its indebtedness, prohibits such authorization or declaration, payment or setting apart for payment or provides that such declaration, payment or setting apart for payment of such distributions would constitute a breach thereof or a default thereunder, or if such declaration or payment shall be restricted or prohibited by law.

(c) Notwithstanding foregoing Section 3(b), dividends on the Series D Preferred Units shall accrue whether or not the Partnership has earnings, whether or not there are funds legally available for the payment of such distributions and whether or not such dividends are authorized and declared by the General Partner. No interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series D Preferred Units which may be in arrears.

(d) Except as provided in Section 3(e) below, unless full cumulative dividends on the Series D Preferred Units for all past Series D Dividend Periods that have ended shall have been or contemporaneously are (i) declared and paid in cash or (ii) declared and a sum sufficient for the payment thereof in cash is set apart for such payment, no dividends shall be declared and paid or declared and set apart for payment and no other distribution of cash or other property may be declared and made, directly or indirectly, on or with respect the Common Units, any Parity Preferred Units or any other class or series of Partnership Interest of the Partnership ranking junior to the Series D Preferred Units (other than a dividend paid in Common Units, Parity Preferred Units or any other class or series of Partnership Interest ranking junior to the Series D Preferred Units as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Partnership), nor shall any Common Units, Parity Preferred Units or any other class or series of Partnership Interest of the Partnership ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Partnership, junior to the Series D Preferred Units be redeemed, purchased or otherwise acquired for any consideration or any moneys be paid to or made available for a sinking fund for the redemption of any such units (except (i) by conversion into or exchange for Common Units or any other class or series of Partnership Interest of the Partnership ranking junior to the Series D Preferred Units as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Partnership, (ii) for the purchase of Series D Preferred Units, Parity Preferred Units or any other class or series of Partnership Units of the Partnership ranking, as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Partnership, junior to the Series D Preferred Units, pursuant to the Charter to the extent necessary to preserve the Gladstone Commercial Corporation's status as a REIT and (iii) for the purchase of Parity Preferred Units pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding Series D Preferred Units).

(e) When dividends are not paid in full (or a sum sufficient for such full payment is not so set apart) upon the Series D Preferred Units and any Parity Preferred Units, all dividends declared upon the Series D Preferred Units and any Parity Preferred Units shall be declared *pro rata* so that the amount declared per unit of Series D Preferred Units and such Parity Preferred Units shall in all cases bear to each other the same ratio that accrued dividends per unit on the Series D Preferred Units and such Parity Preferred Units (which shall not include any accrual in respect of unpaid dividends on such Parity Preferred Units for prior dividend periods if such Parity Preferred Units do not have a cumulative dividend) bear to each other.

(f) Holders of Series D Preferred Units shall not be entitled to any dividend, whether payable in cash, property or other Partnership Interest, in excess of full cumulative dividends on the Series D Preferred Units as provided herein. Any dividend payment made on the Series D Preferred Units shall first be credited against the earliest accrued but unpaid dividend due with respect to such units which remains payable. Accrued but unpaid dividends on the Series D Preferred Units shall accumulate as of the Series D Dividend Payment Date on which they first become payable.

4. **Liquidation Preference**. Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Partnership, before any distribution or payment shall be made to holders of Common Units or any other class or series of Partnership Interest of the Partnership ranking, as to rights upon liquidation, dissolution or winding up of the affairs of the Partnership, junior to the Series D Preferred Units, the holders of the Series D Preferred Units shall be entitled to be paid out of the assets of the Partnership legally available for distribution to its partners a liquidation preference of $25.00 per unit, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) to and including the date of payment, but without interest. If, upon any such voluntary or involuntary liquidation, dissolution or winding up, the available assets of the Partnership are insufficient to pay the full amount of the liquidating distributions on all outstanding Series D Preferred Units and the corresponding amounts payable on all Parity Preferred Units, the holders of the Series D Preferred Units and each such holder of any Parity Preferred Units shall share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be respectively entitled. Written notice of any such voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Partnership, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first-class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of Series D Preferred Units at the respective addresses of such holders as the same shall appear on the ownership records of the Partnership. After payment of the full amount of the liquidating distributions to which they are entitled, the holders of Series D Preferred Units shall have no right or claim to any of the remaining assets of the Partnership. The consolidation or merger of the Partnership with or into any other corporation, trust or other entity, or the voluntary sale, lease, transfer or conveyance of all or substantially all of the property or business of the Partnership, shall not be deemed to constitute a liquidation, dissolution or winding up of the affairs of the Partnership.

5. **Optional Redemption by the Partnership.** The Series D Preferred Units shall be subject to redemption by the Partnership as provided below:

(a) Series D Preferred Units shall not be redeemable prior to May 25, 2021, except as set forth in Section 6 below or to maintain the qualification of Gladstone Commercial Corporation as a REIT.

(b) On or after May 25, 2021, the Partnership, at the option of the General Partner, upon not fewer than 30 nor more than 60 days' written notice, may redeem the Series D Preferred Units, in whole or in part, at any time or from time to time, for cash at a redemption price of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) thereon to, but not including, the date fixed for redemption, without interest, to the extent the Partnership has funds legally available therefor (the **"Optional Redemption Right"**). If fewer than all of the outstanding Series D Preferred Units are to be redeemed, the Series D Preferred Units to be redeemed shall be redeemed *pro rata* (as nearly as may be practicable without creating fractional units) by lot or by any other equitable method that the Partnership determines will not violate the 9.8% ownership limit applicable to a Limited Partner. If redemption is to be by lot and, as a result, any holder of Series D Preferred Units, other than a Limited Partner holder of Series D Preferred Units that has received an exemption from the 9.8% ownership limit, would have actual ownership or constructive ownership of more than 9.8% of the issued and outstanding Partnership Interests of the Partnership, because such holder's Series D Preferred Units were not redeemed, or were only redeemed in part, then the Partnership shall redeem the requisite number of units of Series D Preferred Units of such holder such that no Limited Partner shall own Partnership Interest the Partnership in excess of the 9.8% ownership limitation subsequent to such redemption. Holders of Series D Preferred Units to be redeemed shall surrender such Series D Preferred Units at the place, or in accordance with the book entry procedures, designated in the notice of redemption and shall be entitled to the redemption price of $25.00 per share, plus an amount equal to all accrued and unpaid dividends thereon, payable upon such redemption following such surrender. So long as full cumulative dividends on the Series D Preferred Units for all past Series D Dividend Periods that have ended shall have been or contemporaneously are declared and paid in cash or declared and a sum sufficient for the payment thereof is set apart for payment, nothing herein shall prevent or restrict the Partnership's right or ability to purchase, from time to time all or any part of the Series D Preferred Units at such price or prices as the Partnership may determine, subject to the provisions of applicable law as duly authorized by the General Partner.

(c) Unless full cumulative dividends on the Series D Preferred Units for all past Series D Dividend Periods that have ended shall have been or contemporaneously are declared and paid in cash or declared and a sum sufficient for the payment thereof is set apart for payment, no Series D Preferred Units shall be redeemed pursuant to this Section 5 unless all outstanding Series D Preferred Units are simultaneously redeemed, and the Partnership shall not purchase or otherwise acquire directly or indirectly any Series D Preferred Units or any Parity Preferred Units (except by conversion into or exchange for Partnership Interests of the Partnership ranking junior to the Series D Preferred Units as to payment of dividends and the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Partnership); provided, however, that the foregoing shall not prevent (i) the purchase of Series D Preferred Units or any other Parity Preferred Units or other Partnership Interests of the Partnership ranking junior to the Series D Preferred Units, pursuant to the Charter to ensure that Gladstone Commercial Corporation meets the requirements for qualification as a REIT for federal income tax purposes or (ii) the purchase or other acquisition of Series D Preferred Units or any other class or series Parity Preferred Units or Partnership Interest ranking junior to the Series D Preferred Units, pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding Series D Preferred Units.

(d) Notice of redemption pursuant to this Section 5 shall be mailed by the Partnership, postage prepaid, not fewer than 30 nor more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series D Preferred Units to be redeemed at their respective addresses as they appear on the ownership records of the Partnership. No failure to give such notice or defect therein shall affect the validity of the proceedings for the redemption of any Series D Preferred Units except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series D Preferred Units may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of Series D Preferred Units to be redeemed; (iv) the place or places where the certificates, if any, representing the Series D Preferred Units are to be surrendered for payment of the redemption price; (v) the procedures for surrendering uncertificated the Series D Preferred Units for payment of the redemption price; (vi) that dividends on the Series D Preferred Units to be redeemed shall cease to accumulate on such redemption date; and (vii) that payment of the redemption price plus an amount equal to any accrued and unpaid dividends thereon shall be made upon presentation and surrender of such Series D Preferred Units. If fewer than all of the Series D Preferred Units held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of Series D Preferred Units held by such holder to be redeemed. Notwithstanding anything else to the contrary herein, the Partnership shall not be required to provide notice to the holder of Series D Preferred Units in the event such holder's Series D Preferred Units are redeemed in order for Gladstone Commercial Corporation to qualify or to maintain the its status as a REIT. Any redemption of Series D Preferred Units may be made conditional on such factors as may be determined by the General Partner and as set forth in the notice of redemption.

6. **Special Optional Redemption by the Partnership**.

(a) Upon the occurrence of a Change of Control, the Partnership, at its option, upon not fewer than 30 nor more than 60 days' written notice, may redeem the Series D Preferred Units, in whole or in part, within 120 days after the first date on which such Change of Control occurred, for cash at a redemption price of $25.00 per share, plus an amount equal to any accrued and unpaid dividends (whether or not authorized or declared) thereon to, but not including, the date fixed for redemption (the **"Special Optional Redemption Right"**).

A "Change of Control" occurs when, after the Original Issue Date, the following have occurred and are continuing:

(i) the acquisition by any person, including any syndicate or group deemed to be a "person" under Section 13(d)(3) of the Exchange Act of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of stock of Gladstone Commercial Corporation entitling that person to exercise more than 50% of the total voting power of all stock of Gladstone Commercial Corporation entitled to vote generally in the election of directors (except that such person shall be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and

(ii) following the closing of any transaction referred to in (i) above, neither Gladstone Commercial Corporation nor the acquiring or surviving entity has a class of common securities (or American Depositary Receipts representing such securities) listed on the NYSE, the NYSE MKT or the NASDAQ or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE MKT or NASDAQ.

(b) Notice of redemption pursuant to this Section 6 shall be mailed by the Partnership, postage prepaid, not fewer than 30 nor more than 60 days prior to the redemption date, addressed to the respective holders of record of the Series D Preferred Units to be redeemed at their respective addresses as they appear on the ownership records of the Partnership. No failure to give such notice or defect therein shall affect the validity of the proceedings for the redemption of any Series D Preferred Units except as to the holder to whom such notice was defective or not given. In addition to any information required by law or by the applicable rules of any exchange upon which the Series D Preferred Units may be listed or admitted to trading, each such notice shall state: (i) the redemption date; (ii) the redemption price; (iii) the number of Series D Preferred Units to be redeemed; (iv) the place or places where the certificates, if any, representing the Series D Preferred Units are to be surrendered for payment of the redemption price; (v) the procedures for surrendering uncertificated Series D Preferred Units for payment of the redemption price; (vi) that dividends on the Series D Preferred Units to be redeemed shall cease to accumulate on such redemption date; (vii) that payment of the redemption price plus an amount equal to any accrued and unpaid dividends thereon shall be made upon presentation and surrender of such Series D Preferred Units; and (viii) that the Series D Preferred Units are being redeemed pursuant to the Special Optional Redemption Right in connection with the occurrence of a Change of Control and a brief description of the transaction or transactions constituting such Change of Control. If fewer than all of the Series D Preferred Units held by any holder are to be redeemed, the notice mailed to such holder shall also specify the number of Series D Preferred Units held by such holder to be redeemed. In this case, the Partnership shall determine the number of Series D Preferred Units to be redeemed in the manner described in Section 5(b) above.

7. **Redemption at Option of Holders Upon a Change of Control**.

(a) If a Change of Control occurs at any time the Series D Preferred Units are outstanding, then each holder of Series D Preferred Units shall have the right, at such holder's option, to require the Partnership to redeem for cash, out of funds legally available therefor, any or all of such holder's of Series D Preferred Units, on a date specified by the Partnership that can be no earlier than 30 days and no later than 60 days following the date of delivery by the Partnership of a notice of the Change of Control (the **"Change of Control Redemption Date"**), at a redemption price of $25.00 per share, plus an amount equal to all accrued but unpaid dividends (whether or not authorized or declared) thereon to, but not including, the Change of Control Redemption Date (the **"Change of Control Redemption Price"**); provided, however, that a holder shall not have any right of redemption with respect to any Series D Preferred Units being called for redemption pursuant to the Optional Redemption Right or the Special Optional Redemption Right or pursuant to the Charter of Gladstone Commercial Corporation in order to preserve its status as a REIT, to the extent the Partnership has delivered notice of its intent to redeem such Series D Preferred Units on or prior to the date of delivery by the Partnership of a notice of the Change of Control.

(b) Within 15 days following the occurrence of a Change of Control, the Partnership shall provide to the holders of Series D Preferred Units a notice of the Change of Control, which notice shall be addressed to the respective holders of record of Series D Preferred Units at their respective addresses as they appear on the ownership records of the Partnership and shall specify: (i) the events constituting the Change of Control; (ii) the date of the Change of Control; (iii) the Change of Control Redemption Date; (iv) the Change of Control Redemption Price; (v) the place or places where the certificates, if any, representing the Series D Preferred Units are to be surrendered for payment of the Change of Control Redemption Price; and (vi) the procedures for surrendering uncertificated Series D Preferred Units for payment of the Change of Control Redemption Price. The failure of the Partnership to give the foregoing notice or any defect contained therein shall not limit the redemption rights of the holders of Series D Preferred Units or affect the validity of any proceedings for the redemption of Series D Preferred Units.

8. **Additional Provisions Relating to Redemption.**

(a) If (i) notice of redemption of any unit of Series D Preferred Units has been given (in the case of a redemption of the Series D Preferred Units other than pursuant to Section 7 above or to preserve the status of the Gladstone Commercial Corporation as a REIT), (ii) the funds necessary for such redemption have been set apart by the Partnership in trust for the benefit of the holders of Series D Preferred Units to be redeemed and (iii) irrevocable instructions have been given to pay the redemption price of $25.00 per unit plus an amount equal to all accrued and unpaid dividends thereon, then from and after the redemption date, dividends shall cease to accrue on such units of Series D Preferred Units, such Series D Preferred Units shall no longer be deemed outstanding, and all rights of the holders of such redeemed Series D Preferred Units shall terminate, except the right to receive the redemption price of $25.00 per unit plus an amount equal to all accrued and unpaid dividends thereon payable upon such redemption, without interest.

(b) If a redemption date falls after a Series D Dividend Record Date and on or prior to the corresponding Series D Dividend Payment Date, each holder of Series D Preferred Units on such Series D Dividend Record Date shall be entitled to the dividend payable on such units on the corresponding Series D Dividend Payment Date, notwithstanding the redemption of such units on or prior to such Series D Dividend Payment Date, and each holder of Series D Preferred Units that are redeemed on such redemption date shall be entitled to the dividends, if any, accruing after the end of the Series D Dividend Period to which such Series D Dividend Payment Date relates up to and including, the date of redemption. Except as provided herein, the Partnership shall make no payment or allowance for unpaid dividends, whether or not in arrears, on Series D Preferred Units for which a notice of redemption has been given.

9. **Voting Rights.** Holders of the Series D Preferred Units will not have any voting rights.

10. **Conversion.** The Series D Preferred Units shall not be convertible into or exchangeable for any other property or securities of the Partnership or any other entity.

11. **Ranking.** In respect of rights to the payment of dividends and the distribution of assets in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Partnership, the Series D Preferred Units shall rank (i) senior to the Common Units, the Senior Common Units and any other class or series of Partnership Interest of the Partnership, the terms of which expressly provide that such Partnership Interest ranks junior to the Series D Preferred Units as to the payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Partnership, (ii) on a parity with the Series A Preferred Units, the Series B Preferred Units, the Series C Preferred Units and any other class or series of Partnership Interest of the Partnership, the terms of which expressly provide that such Partnership Interest ranks on parity with the Series D Preferred Units as to the payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Partnership, and (iii) junior to any other class or series of Partnership Interest of the Partnership, the terms of which expressly provide that such Partnership Interest ranks senior to the Series D Preferred Units as to the payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of the affairs of the Partnership, and to all existing and future debt obligations of the Partnership.

12. **Status of Acquired Series D Term Preferred Units.** All Series D Preferred Units redeemed, repurchased or otherwise acquired in any manner by the Partnership shall be restored to the status of authorized but unissued Common Units.