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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): December 16, 2015

Hercules Technology Growth Capital, Inc.

(Exact Name of Registrant as Specified in Charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

814-00702
(Commission
File Number)

74-3113410
(I.R.S. Employer
Identification No.)

400 Hamilton Ave., Suite 310
Palo Alto, CA
(Address of Principal Executive Offices)

94301
(Zip Code)

(650) 289-3060
(Registrant's telephone number, including area code)

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- 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

The Information set forth in Item 2.03 of this Form 8-K is incorporated herein by reference.

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

On December 16, 2015, Hercules Technology Growth Capital, Inc., through a special purpose wholly-owned subsidiary, Hercules Funding II LLC (“Hercules Funding II”), entered into the First Amendment to Amended and Restated Loan and Security Agreement (the “Wells Facility Amendment”) with Wells Fargo Capital Finance, LLC, as a lender and as the arranger and the administrative agent (“Wells Fargo”), and the lenders party thereto from time to time.

The Wells Facility Amendment amends certain provisions of the Amended and Restated Loan and Security Agreement entered into on June 29, 2015 (as amended, the “Wells Facility”), to, among other things, (i) extend the Revolving Credit Availability Period (as defined in the Wells Facility) until August 2018 (and, in connection therewith, extend the time period in which any prepayment premium is due and owing) and (ii) modify the minimum tangible net worth test.

The foregoing description of the Wells Facility Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the agreements attached hereto as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

10.1 First Amendment to Amended and Restated Loan and Security Agreement, dated as of December 16, 2015, by and among Hercules Funding II as borrower, the lenders party thereto and Wells Fargo Capital Finance, LLC as a lender and as the arranger and the administrative agent.

SIGNATURE

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

Hercules Technology Growth Capital, Inc.

Date: December 18, 2015

By: /s/ Melanie Grace
General Counsel

**FIRST AMENDMENT
TO
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (this "First Amendment" or this "Amendment") is entered into as of December 16, 2015, by and among HERCULES FUNDING II LLC, a Delaware limited liability company ("Borrower"), the lenders identified on the signature page hereof (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and WELLS FARGO CAPITAL FINANCE, LLC, formerly known as Wells Fargo Foothill, LLC, a Delaware limited liability company, as the arranger and administrative agent for the Lenders (in such capacity, "Agent"), with reference to the following facts, which shall be construed as part of this First Amendment:

RECITALS

A. Borrower, Lenders and Agent have entered into that certain Amended and Restated Loan and Security Agreement dated as of June 29, 2015 (as amended, supplemented, replaced, renewed or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lenders and Agent are providing financial accommodations to or for the benefit of Borrower upon the terms and conditions contained therein. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein.

B. As of the date hereof, Wells Fargo Capital Finance, LLC is the sole Lender under the Loan Agreement.

C. Borrower has requested that Lenders and Agent agree to amend certain provisions of the Loan Agreement, and Lenders and Agent are willing to do so to the extent provided in, and subject to the terms and conditions of, this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the continued performance by Borrower of its promises and obligations under the Loan Agreement and the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lenders and Agent hereby agree as follows:

1. Ratification of Existing Loan Documents Each of the parties acknowledges, confirms, and ratifies the provisions of the Loan Agreement and the other Loan Documents, which shall be unmodified and shall continue to be in full force and effect in accordance with their terms except as expressly provided under this First Amendment.

2. Amendments to the Loan Agreement. The Loan Agreement is hereby amended as follows:

2.1 Addition of New Definitions. **Section 1.1** of the Loan Agreement is amended by adding in appropriate alphabetical order the following new definitions:

“Additional Commitment Closing Date” means the first date on which both of the following clauses (a) and (b) are satisfied: (a) in addition to WFCF or an Affiliate of WFCF, there is at least one other Lender that is not WFCF or an Affiliate of WFCF, and (b) the aggregate Commitments are greater than \$75,000,000.

“First Amendment” means the First Amendment to Amended and Restated Loan and Security Agreement, dated as of December 16, 2015, by and among Lenders, Agent and Borrower.

“First Amendment Closing Date” means December 16, 2015.

2.2 Amendment to Definition of Fee Letter. **Section 1.1** of the Loan Agreement is amended by deleting the existing definition of the term “Fee Letter” and replacing it with the following amended and restated version thereof:

“Fee Letter” means that certain Fourth Amended and Restated Fee Letter, dated as of the First Amendment Closing Date, between Borrower and Agent, in form and substance satisfactory to Agent.

2.3 Amendment to Definition of Revolving Credit Availability Period **Section 1.1** of the Loan Agreement is amended by deleting the existing definition of the term “Revolving Credit Availability Period” and replacing it with the following amended and restated version thereof:

“Revolving Credit Availability Period” means the period commencing on the Original Closing Date and ending on the earlier of (a) August 1, 2018, and (b) termination pursuant to Section 9.1.

2.4 Addition of Condition Subsequent to Additional Commitment Closing Date. The following new **Section 3.2A** is added to the Loan Agreement:

3.2A Condition Subsequent to Additional Commitment Closing Date. A condition subsequent to the occurrence of the Additional Commitment Closing Date is Agent’s completion of updated background checks on Manuel Henriquez and Scott Bluestein with the results being satisfactory to Agent.

2.5 Amendment to Early Termination by Borrower. **Section 3.6** of the Loan Agreement is amended by deleting the existing text thereof and replacing it with the following amended and restated version thereof:

3.6 Early Termination by Borrower. Borrower has the option, at any time upon ninety (90) days prior written notice to Agent, to terminate this Agreement by repaying to Agent all of the Obligations in full. If Borrower has sent a notice of termination pursuant to the provisions of this Section 3.6, then the Commitments shall terminate and Borrower shall be obligated to repay the Obligations in full, on the date set forth as the date of termination of this Agreement in such notice. In the

event of the termination of this Agreement and repayment of the Obligations at any time prior to the Maturity Date, for any other reason, including (a) termination upon the election of the Required Lenders to terminate after the occurrence and during the continuation of an Event of Default, (b) foreclosure by Agent or Lenders and sale of Collateral, (c) sale of the Collateral in any Insolvency Proceeding of Borrower, or (d) restructure, reorganization, or compromise of the Obligations by the confirmation of a plan of reorganization or any other plan of compromise, restructure, or arrangement in any Insolvency Proceeding of Borrower, then, in view of the impracticability and extreme difficulty of ascertaining the actual amount of damages to the Lender Group or profits lost by the Lender Group as a result of such early termination, and by mutual agreement of the parties as to a reasonable estimation and calculation of the lost profits or damages of the Lender Group, Borrower shall pay to Agent, in cash, for the ratable benefit of Lenders, the Applicable Prepayment Premium, if any, determined as of such date. For purposes of this Agreement, "Applicable Prepayment Premium" means, as of any date of determination, an amount equal to (a) during the period starting on the First Amendment Closing Date and ending on July 31, 2016, three percent (3.00%) multiplied by the Maximum Revolver Amount on such date, (b) during the period starting on August 1, 2016 and ending on July 31, 2017, two percent (2.00%) multiplied by the Maximum Revolver Amount on such date, (c) during the period starting on August 1, 2017 and ending on January 31, 2018, one percent (1.00%) multiplied by the Maximum Revolver Amount on such date, and (d) thereafter, zero dollars (\$0.00).

2.6 Amendment to Financial Covenant Regarding Minimum Tangible Net Worth of Borrower **Section 7.16** of the Loan Agreement is amended by deleting the existing text of **Section 7.16(a)** and replacing it with the following amended and restated version thereof:

(a) **Minimum Tangible Net Worth of Borrower.** Permit Borrower, on a consolidated basis with its Subsidiaries, to fail to maintain as of the end of each of its fiscal quarters a sum of (i) Tangible Net Worth, plus (ii) Subordinated Debt, that is greater than or equal to the sum of (A) the lesser of (I) the sum of the outstanding principal amounts of Borrower's three largest Notes Receivable, and (II) \$50,000,000, plus (B) any positive amount of cumulative capital contributions made to Borrower from and after the First Amendment Closing Date. Notwithstanding the foregoing, Borrower will not be required to calculate or comply with this financial covenant as of the end of any fiscal quarter when there are no outstanding Advances under the Loan Agreement.

3. Conditions Precedent. Notwithstanding any other provision of this First Amendment, this First Amendment shall be of no force or effect, and Lenders and Agent shall not have any obligations hereunder, unless and until each of the following conditions have been satisfied:

3.1 Receipt of Executed First Amendment. Agent shall have received this First Amendment, duly executed by Borrower, each Lender, and Agent;

3.2 Receipt of Executed Fourth Amended and Restated Fee Letter. Agent shall have received the Fee Letter, duly executed by Borrower and Agent;

3.3 Payment of First Amendment Closing Fee. Agent shall have received from Borrower payment of the First Amendment Closing Fee (as defined in the Fee Letter);

3.4 Secretary's Certificate. Agent shall have received a certificate from the Secretary of Borrower attesting to (a) the resolutions of Borrower's Board of Directors (i) authorizing Borrower's execution, delivery, and performance of this First Amendment, the Fee Letter, and all other Loan Documents executed in connection therewith to which Borrower is a party, and (ii) authorizing specific officers of Borrower to execute the same, and (b) the incumbency and signatures of such specific officers of Borrower; and

3.5 Closing Certificate. Agent shall have received a certificate from the chief financial officer and chief executive officer of Borrower, certifying, as to such officer's knowledge (solely in such individual's capacity as an officer of Borrower), as to (a) the truth and accuracy, in all material respects, of the representations and warranties of Borrower contained in Section 5 of the Loan Agreement as amended by this First Amendment, (b) the absence of any Defaults or Events of Default, and (c) that after giving effect to the incurrence of Indebtedness under the Loan Agreement and the other transactions contemplated by the Loan Agreement as amended by this First Amendment, Borrower is Solvent.

4. Representations and Warranties Regarding Loan Agreement. Borrower hereby represents and warrants that the representations and warranties contained in the Loan Agreement were true and correct in all material respects when made and are true and correct in all material respects as of the First Amendment Closing Date, except to the extent that (a) a particular representation or warranty by its terms expressly applies only to an earlier date, in which case such representation or warranty was true and correct as of such earlier date, or (b) Borrower has previously advised Agent in writing as contemplated under the Loan Agreement. Borrower hereby further represents and warrants that no event has occurred and is continuing, or would result from the transactions contemplated under this First Amendment, that constitutes or would constitute a Default or an Event of Default.

5. Miscellaneous.

5.1 Headings. The various headings of this First Amendment are inserted for convenience of reference only and shall not affect the meaning or interpretation of this First Amendment or any provisions hereof.

5.2 Counterparts. This First Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this First Amendment by either (i) facsimile transmission or (ii) electronic transmission in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF), shall be effective as delivery of a manually executed counterpart thereof.

5.3 Interpretation. No provision of this First Amendment shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party's having or being deemed to have structured, drafted or dictated such provision.

5.4 Complete Agreement. This First Amendment constitutes the complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior written or oral agreements, writings, communications or understandings of the parties with respect thereto.

5.5 GOVERNING LAW. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5.6 Effect. Upon the effectiveness of this First Amendment, each reference in the Loan Agreement to "this Agreement," "hereunder," "hereof" or words of like import shall mean and be a reference to the Loan Agreement as amended hereby and each reference in the other Loan Documents to the Loan Agreement, "thereunder," "thereof," or words of like import shall mean and be a reference to the Loan Agreement as amended hereby.

5.7 Conflict of Terms. In the event of any inconsistency between the provisions of this First Amendment and any provision of the Loan Agreement, the terms and provisions of this First Amendment shall govern and control.

5.8 No Novation or Waiver. Except as specifically set forth in this First Amendment, the execution, delivery and effectiveness of this First Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Agent or Lenders under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents or of any Default or Event of Default that may have occurred and be continuing, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Amended and Restated Loan and Security Agreement as of the day and year first above written.

HERCULES FUNDING II LLC,
a Delaware limited liability company, as Borrower

By: /s/ Mark Harris

Name: Mark Harris

Title: Chief Financial Officer

WELLS FARGO CAPITAL FINANCE, LLC,
formerly known as Wells Fargo Foothill, LLC,
a Delaware limited liability company,
as Agent and a Lender

By: /s/ Russell Bonder

Name: Russell Bonder

Title: Senior Vice President