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

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): April 7, 2016**

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**Hercules Capital, Inc.**  
(Exact name of registrant as specified in its charter)

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**Maryland**  
(State or other jurisdiction  
of incorporation)

**814-00702**  
(Commission  
File No.)

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

**400 Hamilton Ave., Suite 310  
Palo Alto, CA**  
(Address of principal executive offices)

**94301**  
(Zip Code)

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

**Not Applicable**  
(Former name or address, if changed since last report)

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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))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On April 7, 2016, Hercules Capital, Inc., (the "Company") through a special purpose wholly-owned subsidiary, Hercules Funding II LLC ("Hercules Funding II"), entered into the Third Amendment (the "Wells Facility Amendment") to the Amended and Restated Loan and Security Agreement, dated as of June 29, 2015 (as amended from time to time, the "Wells Facility") with Wells Fargo Capital Finance, LLC (f/k/a Wells Fargo Foothill, LLC), as the arranger and the administrative agent (the "Administrative Agent"), and the lenders (the "Lenders") party thereto from time to time.

The Wells Facility Amendment amends certain provisions of the Wells Facility to, among other things, (i) permit two or more Lenders holding more than fifty percent (50%) of the commitments under the Wells Facility, rather than the Administrative Agent, to waive the eligibility criteria and (ii) modify the definition of "Required Lenders".

The foregoing description of the Well Facility Amendment does not purport to be complete, and is qualified in its entirety by reference to the full text of the Wells Facility Amendment filed herewith as Exhibit 10.1 and incorporated herein by reference.

**Item 2.02 Results of Operations and Financial Condition.**

On April 11, 2016, the Company issued a press release announcing its first quarter portfolio update and select achievements for the first quarter of 2016. The text of the press release is included as an exhibit to this Form 8-K.

The information disclosed under this Item 2.02 including Exhibit 99.1 hereto, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 and shall not be deemed incorporated by reference into any filing made under the Securities Act of 1933, except as expressly set forth by specific reference in such filing.

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

The information set forth in Item 1.01 of this Form 8-K is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

- |      |   |
|------|---|
| 10.1 | Third Amendment to the Amended and Restated Loan and Security Agreement, dated as of April 7, 2016, by and among Hercules Funding II LLC as borrower, Wells Fargo Capital Finance, LLC (f/k/a Wells Fargo Foothill, LLC), as Administrative Agent, and the Lenders party thereto from time to time. |
| 99.1 | Press Release dated April 11, 2016.   |

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**SIGNATURES**

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

April 11, 2016

HERCULES CAPITAL, INC.

By: /s/ Melanie Grace  
Melanie Grace  
General Counsel

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**EXHIBIT INDEX**

<b><u>Exhibit No.</u></b>	<b><u>Description of Exhibits</u></b>
10.1	Third Amendment to the Amended and Restated Loan and Security Agreement, dated as of April 7, 2016, by and among Hercules Funding II LLC as borrower, Wells Fargo Capital Finance, LLC (f/k/a Wells Fargo Foothill, LLC), as Administrative Agent, and the Lenders party thereto from time to time.
99.1	Press Release dated April 11, 2016.

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

THIS THIRD AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (this Third Amendment or this Amendment) is entered into as of April 7, 2016, 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 Third 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 by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of December 16, 2015 and that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of March 8, 2016 (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. Borrower, Lenders and Agent have agreed to enter into this Third Amendment in order to add Everbank Commercial Finance, Inc., as a Lender, to increase the amount of the aggregate Commitments and Maximum Revolver Amount under the Loan Agreement, and to amend certain other provisions of the Loan Agreement.

C. Immediately prior to the effectiveness of this Third Amendment, Wells Fargo Capital Finance, LLC and AloStar Bank of Commerce are all of the Lenders under the Loan Agreement.

**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 Third 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:

“Third Amendment” means the Third Amendment to Amended and Restated Loan and Security Agreement, dated as of April 7, 2016, by and among Lenders, Agent and Borrower.

“Third Amendment Closing Date” means April 7, 2016.

2.2 Amendment to Definition of Eligible Notes Receivable. **Section 1.1** of the Loan Agreement is amended by deleting the following existing text at the beginning of the definition of the term “Eligible Notes Receivable”:

“Eligible Notes Receivable” means those Notes Receivable that comply with each of the representations and warranties respecting Eligible Notes Receivable made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be modified from time to time by Agent in Agent’s Permitted Discretion; provided further, that so long as no Default or Event of Default has occurred and is continuing, Agent shall first notify and attempt to discuss with Borrower any such modification that Agent proposes to make to such criteria unless Agent, in its Permitted Discretion, believes that exigent circumstances justify the immediate modification of such criteria. Eligible Notes Receivable shall not include a Note Receivable (unless specifically determined to be an Eligible Note Receivable by Agent following a review thereof on a case-by-case basis) if:

and replacing it with the following amended and restated version thereof:

“Eligible Notes Receivable” means those Notes Receivable that comply with each of the representations and warranties respecting Eligible Notes Receivable made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be modified from time to time by Required Lenders in their Permitted Discretion; provided further, that so long as no Default or Event of Default has occurred and is continuing, Required Lenders shall first notify and attempt to discuss with Borrower any such modification that Required Lenders propose to

make to such criteria unless Required Lenders, in their Permitted Discretion, believe that exigent circumstances justify the immediate modification of such criteria. Eligible Notes Receivable shall not include a Note Receivable (unless specifically determined to be an Eligible Note Receivable by Required Lenders following a review thereof on a case-by-case basis) if:

2.3 Amendment to Note Receivable Balance Limitation in Definition of Eligible Notes Receivable **Section 1.1** of the Loan Agreement is amended by deleting the existing text of clause (aa) in the definition of “Eligible Notes Receivable” and replacing it with the following amended and restated version thereof:

(aa) such Note Receivable Balance has an outstanding principal amount that exceeds \$15,000,000; provided, that such dollar limitation may be raised or waived by Required Lenders on a case by case basis in their sole discretion, and only the amount in excess of such \$15,000,000 or any higher limit agreed to by Required Lenders shall be deemed ineligible solely by reason of this clause (aa).

2.4 Amendment to Concentration Limits in Definition of Eligible Notes Receivable **Section 1.1** of the Loan Agreement is amended by deleting the existing text of *Concentration Limit* (6) in the definition of “Eligible Notes Receivable” and replacing it with the following amended and restated version thereof:

(6) The portion of the Preliminary Eligible Notes Receivable Balance consisting of the aggregate outstanding principal amount of all Eligible Notes Receivable that have a remaining term of more than forty-two (42) months, that exceeds twenty-five (25%) of the Preliminary Eligible Notes Receivable Balance at such time; provided, that such concentration limit may be waived by Required Lenders on a case by case basis in their sole discretion;

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

“Required Lenders” means, at any time, the Lenders whose aggregate Pro Rata Shares constitute more than fifty percent (50%) of the Commitments, or if the Commitments have been terminated irrevocably, more than fifty percent (50%) of the Obligations then outstanding; provided, however, that at any time when there are two or more Lenders, “Required Lenders” shall mean two or more Lenders whose aggregate Pro Rata Shares constitute more than fifty percent (50%) of the Commitments, or if the Commitments have been terminated irrevocably, more than fifty percent (50%) of the Obligations then outstanding; provided further, that the Pro Rata Share or existence of any Defaulting Lender shall be disregarded in any determination of what constitutes Required Lenders.

2.6 Revised Version of Schedule C-1 to Reflect Additional Commitment of New Lender. **Schedule C-1** of the Loan Agreement is amended by deleting the existing version thereof and replacing it with the amended and restated version attached as Exhibit A to this Third Amendment.

3. Conditions Precedent. Notwithstanding any other provision of this Third Amendment, this Third 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 Third Amendment. Agent shall have received this Third Amendment, duly executed by Borrower, each Lender, and Agent;

3.2 Agent's Receipt of Fees Due Under the Fee Letter in Connection with Third Amendment Agent shall have received from Borrower the additional fees that are due and payable to Agent under the Fee Letter based upon the closing of this Third Amendment, which fees shall be fully-earned on the Third Amendment Closing Date;

3.3 Agent's Receipt of Closing Fee Due to New Lender in Connection with Third Amendment Agent shall have received from Borrower for the account of Everbank Commercial Finance, Inc. the \$62,500 closing fee that is due and payable to Everbank Commercial Finance, Inc. upon the closing of this Third Amendment, which fee shall be fully-earned by Everbank Commercial Finance, Inc. on the Third Amendment Closing Date and shall be forwarded by Agent to Everbank Commercial Finance, Inc. no later than one (1) Business Day after Agent's receipt of the payment due from Everbank Commercial Finance, Inc. in connection with the initial Settlement reflecting the Commitment of Everbank Commercial Finance, Inc.; and

3.4 No Default or Event of Default. No Default or Event of Default shall have occurred and be continuing.

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 Third 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 Third Amendment, that constitutes or would constitute a Default or an Event of Default.



5. Miscellaneous.

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

5.2 Counterparts. This Third 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 Third 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 Third 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 Third 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 THIRD 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 Third 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 Third Amendment and any provision of the Loan Agreement, the terms and provisions of this Third Amendment shall govern and control.

5.8 No Novation or Waiver. Except as specifically set forth in this Third Amendment, the execution, delivery and effectiveness of this Third 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 Third 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 R. Harris  
Name: Mark R. 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/ Jeffrey Carberg  
Name: Jeffrey Carberg  
Title: Executive Vice President

**ALOSTAR BANK OF COMMERCE,**  
as a Lender

By: /s/ John Thomas  
Name: John Thomas  
Title: Vice President

**EVERBANK COMMERCIAL FINANCE, INC.,**  
as a Lender

By: /s/ Ed McGugan  
Name: Ed McGugan  
Title: Managing Director

**Exhibit A**  
**to**  
**Third Amendment to Amended and Restated Loan and Security Agreement**

**Schedule C-1**

**Commitments**

(as of Third Amendment Closing Date)

<u>Lender</u>	<u>Commitment</u>
Wells Fargo Capital Finance, LLC	\$ 75,000,000
AloStar Bank of Commerce	\$ 20,000,000
Everbank Commercial Finance, Inc.,	\$ 25,000,000
Total for All Lenders	<u>\$120,000,000</u>



**Hercules Provides Portfolio Update for Q1 2016 and  
Highlights Continued Execution of Its Portfolio and  
Earnings Growth Strategy**

- *Closed New Debt and Equity Commitments for Q1 2016 of \$220.9 Million*
- *Fourteen (14) New Commitments to a Broad Variety of Technology, Life Sciences and Sustainable & Renewable Innovative High-Growth Venture-Backed Companies*
- *Materially Lower Unscheduled Principal Repayments "Early Pay-offs" for Q1 2016 of \$55.0 Million*
- *Four (4) Hercules Portfolio Companies Currently in IPO Registration*

**PALO ALTO, Calif., April 11, 2016**— **Hercules Capital, Inc.** (NYSE: HTGC) ("Hercules" or the "Company"), the leading specialty financing provider to innovative venture growth, pre-IPO and M&A stage companies backed by leading venture capital firms, today provided its portfolio update for Q1 2016.

"I am delighted to see our organization's continued execution at all levels, as we pursue our controlled growth by adhering to our 'slow and steady' strategy, and march towards our plan of growing our investment loan portfolio by approximately \$200 million in the first half of 2016 to a loan portfolio valued between \$1.25 to \$1.3 billion, subject to market conditions," stated Manuel A. Henriquez, chairman and chief executive officer of Hercules. "We are off to a great start in 2016, with over \$220 million in new commitments, and with an equally strong pipeline of potential deals of over \$1.1 billion extending into Q2 2016. We have also been working hard at increasing our access to additional liquidity for growth through the expansion of our Wells Fargo accordion credit facility. With an additional \$45.0 million from Alostair Bank of Commerce and EverBank, we continue to methodically convert our strong liquidity position into new interest-earning loans to innovative venture growth stage companies, ultimately driving potential earnings growth and dividend coverage expected to occur in the second half of 2016 as planned, subject to market conditions."

**New Debt and Equity Commitments for Q1 2016**

As of March 31, 2016, Hercules has originated \$220.9 million of debt and equity commitments to new and existing portfolio companies.

**Fourteen (14) new commitments to innovative venture growth stage companies:**

**Technology Portfolio – \$62.5 Million**

- \$15.0 million to a technology developer of cloud application authentication and identity management
- \$4.0 million to a consumer consignment retailer of women's designer clothing, shoes and accessories

- \$15.0 million to a technology developer operating an automated B2C CRM platform for small and medium businesses, tracking various aspects of marketing from directory and social profile management to in-store behavior and customer purchases
- \$8.5 million to a technology-based sourcing and procurement company developing customized solutions for the procurement of printed materials and related commodities and services.
- \$15.0 million to a technology media content developer that allows its members to read and share e-books on the Web and on mobile devices
- \$5.0 million to a software developer enabling collaborative development production and analysis of software and products in real time on individual and cloud environments

#### **Life Sciences Portfolio – \$117.0 Million**

- \$20.0 million to a clinical stage biopharmaceutical company focused on discovering and developing novel cellular immunotherapies for various forms of cancer, including both hematological and solid tumors, as well as orphan inherited blood disorders
- \$15.0 million to a development-stage company focused on the acquisition, development and commercialization of innovative drug therapies for the treatment of skin diseases
- \$40.0 million to a biopharmaceutical company in the development of oncology drugs, using its tumor-targeting linker system to improve the therapeutic index of known anti-cancer agents
- \$10.0 million to a biopharmaceutical company developing a new class of immunomodulatory and gene slicing drugs against validated targets
- \$12.0 million to a cardiovascular company that develops drug-delivery systems
- \$20.0 million to a developer of medical devices designed to provide advanced haemodialysis solutions for use in the clinic and the home

#### **Sustainable and Renewable Technology Portfolio – \$25.0 Million**

- \$10.0 million to a developer and licensor of materials-based solutions for catalytic and separations processes based on proprietary technology licensed from the Massachusetts Institute of Technology
- \$15.0 million to a developer of technology to create and improve metabolic pathways for the production of adipic acid and ethanol

#### **New Investments to Existing Portfolio Companies – \$16.4 Million**

##### **Unfunded Commitments:**

As of March 31, 2016, the Company had \$162.7 million of total unfunded commitments, however, only \$64.7 million of unfunded commitments, including undrawn revolving facilities, were available at the request of the portfolio company and unencumbered by any milestones.

In addition, we had \$98.0 million of various specific milestone requirements to be achieved by select portfolio companies or other covenant restrictions limiting availability of those commitments, many of which are expected to require milestones that may be greater than one year or more in the future before becoming available.

The Company's unfunded commitments and contingencies consist primarily of unused commitments to extend credit in the form of loans to select Company's portfolio companies. A portion of these unfunded contractual commitments are dependent upon the portfolio company reaching certain milestones in order

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to gain access to additional funding. Furthermore, our credit agreements contain customary lending provisions that allow us relief from funding obligations for previously made commitments. In addition, since a portion of these commitments may also expire without being drawn, unfunded contractual commitments do not necessarily represent future cash requirements.

**Scheduled and Unscheduled Principal Repayments “Early Pay-Offs”:**

As of March 31, 2016, Hercules received \$76.4 million in total principal repayments, of which \$55.0 million was unscheduled early repayments.

**Portfolio IPO and M&A Activity in Q1 2016:**

**IPO Activities**

1. As March 31, 2016, Hercules held warrant and equity positions in four (4) portfolio companies that had confidentially filed Form S-1 Registration Statements under the JOBS Act with the SEC in contemplation of a potential IPO.

There can be no assurances that companies that have yet to complete their IPOs will do so.

**About Hercules Capital, Inc.**

Hercules Capital, Inc. (NYSE: HTGC) (“Hercules”) is the leading and largest specialty finance company focused on providing senior secured venture growth loans to high-growth, innovative venture capital-backed companies in a broadly diversified variety of technology, life sciences and sustainable and renewable technology industries. Since inception (December 2003), Hercules has committed \$5.9 billion to 349 companies and is the lender of choice for entrepreneurs and venture capital firms seeking growth capital financing. Companies interested in learning more about financing opportunities should contact [info@htgc.com](mailto:info@htgc.com), or call 650.289.3060.

Hercules’ common stock trades on the New York Stock Exchange under the ticker symbol “HTGC.”

In addition, Hercules has three outstanding bond issuances of 7.00% Senior Notes due April 2019, 7.00% Senior Notes due September 2019, and 6.25% Notes due July 2024, which trade on the NYSE under the symbols “HTGZ,” HTGY,” and “HTGX,” respectively.

**Forward-Looking Statements**

The information disclosed in this press release is made as of the date hereof and reflects Hercules most current assessment of its historical financial performance. Actual financial results filed with the SEC may differ from those contained herein due to timing delays between the date of this release and confirmation of final audit results. These forward-looking statements are not guarantees of future performance and are subject to uncertainties and other factors that could cause actual results to differ materially from those expressed in the forward-looking statements including, without limitation, the risks, uncertainties, including the uncertainties surrounding the current market volatility, and other factors the Company identifies from time to time in its filings with the SEC. Although Hercules believes that the assumptions on which these forward-looking statements are based are reasonable, any of those assumptions could prove to be inaccurate and, as a result, the forward-looking statements based on those assumptions also could be incorrect. You should not place undue reliance on these forward-looking statements. The forward-looking statements contained in this release are made as of the date hereof, and Hercules assumes no obligation to update the forward-looking statements for subsequent events.

**Contact:**

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