

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

FORM 8-K/A

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

Date of Report (Date of earliest event reported): **February 18, 2016**

Fifth Street Finance Corp.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-33901
(Commission File Number)

26-1219283
(IRS Employer Identification No.)

777 West Putnam Avenue, 3rd Floor, Greenwich, CT
(Address of principal executive offices)

06830
(Zip Code)

Registrant's telephone number, including area code: **(203) 681-3600**

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:

- ☐ 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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Explanatory Note

Fifth Street Finance Corp. (the “Company”) is filing this Amendment No. 1 to its Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on February 19, 2016 to disclose, as described in Item 1.01, that the Company has entered into an amendment to the PSA (as defined below).

Item 1.01 Entry Into a Material Definitive Agreement.

On February 23, 2016, the Company entered into an amendment (the “Amendment”) to the previously announced Purchase and Settlement Agreement (the “PSA”), by and among the Company, Fifth Street Holdings L.P., Leonard M. Tannenbaum, Fifth Street Asset Management Inc. (“FSAM”) and the Sellers (as defined below). The “Sellers” are RiverNorth Capital Management, LLC, RiverNorth Capital Partners, L.P., RiverNorth Institutional Partners, L.P., RiverNorth Core Opportunity Fund, RiverNorth/DoubleLine Strategic Income Fund, Randy I. Rochman, Fred G. Steingraber and Murray R. Wise.

The Amendment amends certain provisions of the PSA relating to the voting of the shares of Fifth Street Senior Floating Rate Corp.’s common stock. In addition, the Amendment amends certain standstill provisions related to 40,000 shares of the Company’s common stock beneficially owned by Randy I. Rochman. The Amendment is effective as of February 18, 2016.

The foregoing description of the Amendment is qualified in its entirety by reference to the complete text of the Amendment, a copy of which is attached hereto as Exhibit 10.2 and is incorporated by reference in its entirety into this Item 1.01.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.2	Amendment No. 1 to the Purchase and Settlement Agreement, dated as of February 23, 2016, by and among Fifth Street Finance Corp., Fifth Street Holdings L.P., Leonard M. Tannenbaum, Fifth Street Asset Management Inc., RiverNorth Capital Management, LLC, RiverNorth Capital Partners, L.P., RiverNorth Institutional Partners, L.P., RiverNorth Core Opportunity Fund and RiverNorth/DoubleLine Strategic Income Fund, Randy I. Rochman, Fred G. Steingraber and Murray R. Wise

Participants in the Solicitation

The Company, its directors and certain of its executive officers and employees, and the executive officers and employees of each of Fifth Street Management LLC and FSAM that provide services to the Company and its subsidiaries pursuant to the Amended and Restated Investment Advisory Agreement, may be deemed to be participants in the solicitation of proxies from stockholders in connection with the Company’s 2016 Annual Meeting of Stockholders (the “2016 Annual Meeting”).

Additional Information and Where to Find It

The Company plans to file a definitive proxy statement with the SEC in connection with the solicitation of proxies for the 2016 Annual Meeting (the “2016 Proxy Statement”). Additional information regarding the identity of these potential participants, none of whom owns in excess of 2% of the shares of the Company common stock (other than Mr. Tannenbaum, the Chairman and Chief Executive Officer of FSAM, who (i) beneficially owns approximately 8.5% of the shares of the Company common stock and (ii) has an obligation to purchase, together with an affiliate of FSAM, an additional approximately 6.1% of the shares of the Company common stock currently beneficially owned by RiverNorth Capital Management, LLC and certain of its investment funds and its former director nominees, in each case, based upon 150,262,924 shares of the Company common stock outstanding, as of February 8, 2016, the total number of shares of the Company common stock outstanding as reported in the Company’s Quarterly Report on Form 10-Q for the quarter ended December 31, 2015), and their direct or indirect interests, by security holdings or otherwise, will be set forth in the 2016 Proxy Statement and other materials to be filed with the SEC in connection with the 2016 Annual Meeting. This information can also be found in (i) the Company’s definitive proxy statement for its 2015 Annual Meeting of Stockholders (the “2015 Proxy Statement”), filed with the SEC on February 5, 2015, (ii) the Company’s Annual Report on Form 10-K for the year ended September 30, 2015, filed with the SEC on December 1, 2015 (the “Form 10-K”), (iii) FSAM’s definitive proxy statement for its 2015 Annual Meeting of Stockholders (the “FSAM 2015 Proxy Statement”), filed with the SEC on April 21, 2015, and (iv) FSAM’s Annual Report on Form 10-K for the year ended December 31, 2014, filed with the SEC on March 30, 2015 (the “FSAM Form 10-K”). To the extent holdings by these potential participants of the shares of the Company common stock have changed since the amounts printed in the 2015 Proxy Statement, such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC.

STOCKHOLDERS ARE URGED TO READ THE 2016 PROXY STATEMENT (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO), THE 2015 PROXY STATEMENT, THE FORM 10-K, THE FSAM 2015 PROXY STATEMENT, THE FSAM FORM 10-K AND ANY OTHER RELEVANT DOCUMENTS THAT the Company OR FSAM HAS FILED OR WILL FILE WITH THE SEC BECAUSE THEY CONTAIN IMPORTANT INFORMATION.

Stockholders will be able to obtain, free of charge, copies of the 2016 Proxy Statement (when available), the 2015 Proxy Statement, the Form 10-K and any other documents filed or to be filed by the Company with the SEC in connection with the 2016 Annual Meeting at the SEC’s website (<http://www.sec.gov>) or at the Company’s website (<http://www.fsc.fifthstreetfinance.com>) or by writing to the Company’s Secretary at 777 West Putnam Avenue, 3rd Floor, Greenwich, Connecticut 06830. No information contained on any website referenced in this press release is incorporated by reference herein.

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.

Date: February 23, 2016

FIFTH STREET FINANCE CORP.

By: /s/ Kerry Acocella

Name: Kerry Acocella

Title: Chief Compliance Officer

EXHIBIT INDEX

Exhibit No.	Description
10.2	Amendment No. 1 to the Purchase and Settlement Agreement, dated as of February 23, 2016, by and among Fifth Street Finance Corp., Fifth Street Holdings L.P., Leonard M. Tannenbaum, Fifth Street Asset Management Inc., RiverNorth Capital Management, LLC, RiverNorth Capital Partners, L.P., RiverNorth Institutional Partners, L.P., RiverNorth Core Opportunity Fund and RiverNorth/DoubleLine Strategic Income Fund, Randy I. Rochman, Fred G. Steingraber and Murray R. Wise

**AMENDMENT NO. 1 TO
PURCHASE AND SETTLEMENT AGREEMENT**

This Amendment No. 1 (this “Amendment”) to the Purchase and Settlement Agreement, dated as of February 18, 2016 (the “Original Agreement”), by and among (i) Fifth Street Finance Corp., a Delaware corporation (the “Company”), (ii) Fifth Street Holdings L.P., a Delaware limited partnership (“Holdings”) and Leonard M. Tannenbaum (“LT” and, together with Holdings, the “Buyers”), (iii) Fifth Street Asset Management Inc., a Delaware corporation (“FSAM”), and (iv) Sellers (as defined below) (collectively, the “Parties” and each, a “Party”), is made and entered into on this 23rd day of February, 2016, by and among the Parties. As used herein: (a) “Sellers” (and each, a “Seller”) means RiverNorth, Randy I. Rochman, Fred G. Steingraber and Murray R. Wise, collectively and (b) “RiverNorth” means RiverNorth Capital Management, LLC (“RiverNorth Capital”), RiverNorth Capital Partners, L.P., RiverNorth Institutional Partners, L.P., RiverNorth Core Opportunity Fund and RiverNorth/DoubleLine Strategic Income Fund, collectively. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Original Agreement.

WHEREAS, the Parties wish to amend, solely to the limited extent set forth herein, certain provisions of the Original Agreement relating to the matters set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, agreements and representations and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment. Pursuant to Section 6.9 and Section 6.15 of the Original Agreement:

Section 3.1(k) is deleted and replaced in entirety with the following:

(k) sell, offer to sell, give, pledge, grant a security interest in, encumber, assign, grant any option for the sale of or otherwise transfer or dispose of (each, a “Transfer”) any securities issued by the Company and/or any securities convertible into or exchangeable for securities issued by the Company, unless any Buyer fails to timely perform each of its obligations under Section 1.2(b), Section 1.3(c) and/or Section 1.3(d)(i) of this Agreement; provided, that, notwithstanding the foregoing, Randy I. Rochman may Transfer up to an aggregate of 40,000 Company Shares, which he beneficially owned as of the date of this Agreement, on the open-market at any time during or following the Standstill Period without otherwise violating the terms of this Agreement;

Section 3.4(b) is deleted and replaced in entirety with the following:

(b) RiverNorth, for the benefit of FSFR: (i) shall appear at the 2016 annual meeting of FSFR (the “FSFR 2016 Annual Meeting”) or otherwise cause all of the common stock, par value \$0.01 per share, of FSFR (“FSFR Shares”) beneficially owned or controlled in any capacity or manner by the applicable RiverNorth party as of March 2, 2016 to be counted as present at the FSFR 2016 Annual Meeting for purposes of calculating a quorum; (ii) shall vote (or cause to be voted) an aggregate of 1,263,549 FSFR Shares (the “Specified Shares”) in accordance with the recommendation of the FSFR Board as set forth in the definitive annual proxy statement on Schedule 14A of FSFR that is delivered to FSFR’s stockholders by or on behalf of FSFR in connection with the FSFR 2016 Annual Meeting (such annual proxy statement, the “FSFR Proxy Statement”); (iii) shall grant to Holdings (or its designee(s)) a revocable proxy with respect to RiverNorth’s remaining 428,070 FSFR Shares that are not Specified Shares (the “Other Shares”); (iv) shall, no later than the seventh day following the date on which FSFR files the FSFR Proxy Statement, duly complete and return the proxy card that is included in FSFR’s proxy materials or voting instruction form, in each case, consistent with RiverNorth’s obligations under clause (ii) of this Section 3.4(b) with respect to the Specified Shares; (v) shall not Transfer the Specified Shares until March 3, 2016; and (vi) shall, no later than the time at which the applicable RiverNorth party returns such proxy card or voting instruction form, in each case, in accordance with clause (iii) and clause (iv) of this Section 3.4(b), deliver a written certificate to FSFR (signed by the applicable RiverNorth party or, if applicable, an authorized officer of such RiverNorth party) certifying as to (1) the number of FSFR Shares beneficially owned or controlled in any capacity or manner by such RiverNorth party as of the date of such certification, (2) the manner in which such FSFR Shares were voted and (3) compliance with this Section 3.4(b).

2. Agreement Unchanged. Except as otherwise provided herein, the Original Agreement shall remain unchanged and in full force and effect.
3. Miscellaneous; Entire Agreement. The provisions of Article VI of the Original Agreement are incorporated by reference and apply to this Amendment as if restated herein in their entirety. The Original Agreement and this Amendment constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.
4. Counterparts; Facsimile. This Amendment may be executed in counterparts, including by facsimile or PDF electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.
5. Effectiveness. The Parties acknowledge and agree that this Amendment shall be effective as of February 18, 2016.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first written above.

FIFTH STREET FINANCE CORP.

By: /s/ Todd G. Owens
Name: Todd G. Owens
Title: Chief Executive Officer

FIFTH STREET ASSET MANAGEMENT INC.

By: /s/ Leonard M. Tannenbaum
Name: Leonard M. Tannenbaum
Title: Chief Executive Officer

FIFTH STREET HOLDINGS L.P.

By: Fifth Street Asset Management Inc., its
General Partner

By: /s/ Leonard M. Tannenbaum
Name: Leonard M. Tannenbaum
Title: Chief Executive Officer

/s/ Leonard M. Tannenbaum
Leonard M. Tannenbaum

RIVERNORTH CAPITAL MANAGEMENT, LLC

By: /s/ Marcus Collins
Name: Marcus Collins
Title: General Counsel

RIVERNORTH CAPITAL PARTNERS, L.P.

By: RiverNorth Capital Management, LLC,
General Partner

By: /s/ Marcus Collins
Name: Marcus Collins
Title: General Counsel

RIVERNORTH INSTITUTIONAL PARTNERS, L.P.

By: RiverNorth Capital Management, LLC,
General Partner

By: /s/ Marcus Collins
Name: Marcus Collins
Title: General Counsel

RIVERNORTH CORE OPPORTUNITY FUND

By: RiverNorth Capital Management, LLC, Investment Advisor

By: /s/ Marcus Collins
Name: Marcus Collins
Title: General Counsel

RIVERNORTH/DOUBLELINE STRATEGIC INCOME FUND

By: RiverNorth Capital Management, LLC, Investment Advisor

By: /s/ Marcus Collins
Name: Marcus Collins
Title: General Counsel

/s/ Randy I. Rochman
Randy I. Rochman

/s/ Fred G. Steingraber
Fred G. Steingraber

/s/ Murray R. Wise
Murray R. Wise

[Signature Page to Amendment No. 1 to Purchase and Settlement Agreement]
