
**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): March 31, 2010

GSC Investment Corp.

(Exact name of registrant
as specified in charter)

Maryland

(State or other jurisdiction of incorporation)

001-33376

(Commission File Number)

20-8700615

(IRS Employer Identification No.)

**500 Campus Drive, Suite 220
Florham Park, New Jersey 07932**

(Address of principal executive offices)

Registrant's telephone number, including area code: (973) 437-1000

N/A

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

On March 31, 2010, GSC Investment Corp. (the “Company”) and GSCP (NJ), L.P. (the “Administrator” or the “Investment Adviser”) entered into: (1) the Second Amendment to the Administration Agreement and (2) the Third Amendment to the Investment Advisory and Management Agreement. On March 21, 2010, the Company and the Administrator entered into the Agreement to Waive Certain Rights Under the Administration Agreement.

Under the Second Amendment to the Administration Agreement, the Company and the Administrator agreed to shorten the notice period for termination of the Administrator from 60 days to 30 days for the period of March 22, 2010 to March 21, 2011 (the “Renewal Term”).

Under the Third Amendment to the Investment Advisory and Management Agreement, the Company and the Investment Adviser agreed to shorten the notice period for termination of the Investment Adviser from 60 days to 30 days during the Renewal Term.

Under the Agreement to Waive Certain Rights Under the Administration Agreement, the Administrator agreed to waive its right to any and all reimbursements that the Company is obligated to pay pursuant to Section 4 of the Administration Agreement dated March 21, 2007 until the earlier to occur of (i) the expiration of the Renewal Term and (ii) such time as the total assets of the Company exceed \$500 million.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Second Amendment to the Administration Agreement dated March 31, 2010 by and between GSC Investment Corp. and GSCP (NJ), L.P.
10.2	Third Amendment to the Investment Advisory and Management Agreement dated March 31, 2010 between GSC Investment Corp. and GSCP (NJ), L.P.
10.3	Agreement to Waive Certain Rights Under the Administration Agreement dated March 21, 2010 by and between GSC Investment Corp. and GSCP (NJ), L.P.

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.

GSC Investment Corp.

Date: March 31, 2010

By: /s/ Eric Rubenfeld

Name: Eric Rubenfeld

Title: Vice President and Secretary

EXHIBIT INDEX

Exhibit No.	Description
10.1	Second Amendment to the Administration Agreement dated March 31, 2010 by and between GSC Investment Corp. and GSCP (NJ), L.P.
10.2	Third Amendment to the Investment Advisory and Management Agreement dated March 31, 2010 between GSC Investment Corp. and GSCP (NJ), L.P.
10.3	Agreement to Waive Certain Rights Under the Administration Agreement dated March 21, 2010 by and between GSC Investment Corp. and GSCP (NJ), L.P.

**SECOND AMENDMENT TO THE
ADMINISTRATION AGREEMENT
BY AND BETWEEN
GSC INVESTMENT CORP.
AND
GSCP (NJ), L.P.**

Amendment made this 31st day of March 2010 by and between GSC Investment Corp., a Maryland corporation (the “**Company**”) and GSCP (NJ), L.P., a Delaware limited partnership (the “**Administrator**”).

WHEREAS, the Company and the Administrator have renewed the Administration Agreement dated as of March 21, 2007 (the “**Agreement**”) for a term of one year, from March 22, 2010 until March 21, 2011; and

WHEREAS the Company and the Administrator have determined that the notice period for termination of the Administrator during the renewal term should be shortened from 60 days’ to 30 days;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereby agree as follows:

Amendment to Termination Provisions. Section 7(b) of the Agreement is hereby amended by replacing the phrase “upon 60 days’ written notice to the other party” with the phrase “upon 30 days’ written notice to the Administrator, in the case of termination by the Company, or 60 days’ written notice to the Company, in the case of termination by the Administrator”.

Reference to and Effect on the Agreement. (a) Upon the effectiveness of this Amendment (i) each reference in the Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import shall mean and be a reference to the Agreement as amended or otherwise modified hereby, and (ii) each reference to the Agreement in any other document, instrument or agreement executed and/or delivered in connection therewith, shall mean and be a reference to the Agreement as amended or otherwise modified hereby.

(b) Except as specifically amended, terminated or otherwise modified above, the terms and conditions of the Agreement and any other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect and are hereby ratified and confirmed.

Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed on the date hereof.

GSC INVESTMENT CORP.

By: /s/ Seth Katzenstein
Name: Seth Katzenstein
Title: Chief Executive Officer and
President

GSCP (NJ), L.P.

By: GSCP (NJ), Inc., its general partner

By: /s/ Eric Rubinfeld
Name: Eric Rubinfeld
Title: Senior Managing Director, General
Counsel and Secretary

**THIRD AMENDMENT TO THE
INVESTMENT ADVISORY AND MANAGEMENT AGREEMENT
BETWEEN
GSC INVESTMENT CORP.
AND
GSCP (NJ), L.P.**

Amendment made this 31st day of March 2010 by and between GSC Investment Corp., a Maryland corporation (as successor to GSC Investment LLC) (the “**Company**”) and GSCP (NJ), L.P., a Delaware limited partnership (the “**Investment Adviser**”).

WHEREAS, the Company and the Investment Manager have renewed the Investment Advisory and Management Agreement dated March 21, 2007 (the “**Agreement**”) for a term of one year, from March 22, 2010 until March 21, 2011; and

WHEREAS the Company and the Investment Adviser have determined that the notice period for termination of the Investment Adviser during the renewal term should be shortened from 60 days’ to 30 days;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereby agree as follows:

Amendment to Termination Provisions. Section 9(b) of the Agreement is hereby amended by replacing the phrase “upon 60 days’ written notice” with the phrase “upon 30 days’ written notice, in the case of termination by the Company or 60 days’ written notice, in the case of termination by the Investment Adviser”.

Reference to and Effect on the Agreement. (a) Upon the effectiveness of this Amendment (i) each reference in the Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import shall mean and be a reference to the Agreement as amended or otherwise modified hereby, and (ii) each reference to the Agreement in any other document, instrument or agreement executed and/or delivered in connection therewith, shall mean and be a reference to the Agreement as amended or otherwise modified hereby.

(b) Except as specifically amended, terminated or otherwise modified above, the terms and conditions of the Agreement and any other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect and are hereby ratified and confirmed.

Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed on the date hereof.

GSC INVESTMENT CORP.

By: /s/ Seth Katzenstein
Name: Seth Katzenstein
Title: Chief Executive Officer and
President

GSCP (NJ), L.P.

By: GSCP (NJ), Inc., its general partner

By: /s/ Eric Rubinfeld
Name: Eric Rubinfeld
Title: Senior Managing Director, General
Counsel and Secretary

**AGREEMENT TO WAIVE
CERTAIN RIGHTS UNDER
THE ADMINISTRATION AGREEMENT
DATED AS OF MARCH 21, 2010
BY AND BETWEEN
GSC INVESTMENT CORP
AND
GSCP (NJ), L.P.**

This AGREEMENT TO WAIVE CERTAIN RIGHTS UNDER THE ADMINISTRATION AGREEMENT (the “**Agreement**”), dated as of March 21, 2010 by and between GSC Investment Corp., a Maryland corporation (“**GNV**”) and GSCP (NJ), L.P., a Delaware limited partnership (“**GSCP**” and, together with GNV, the “**Parties**”). Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Administration Agreement.

WHEREAS, the Parties entered into the Administration Agreement, dated as of March 21, 2007 (the “**Administration Agreement**”) whereby GSCP agreed to provide certain administrative services to GNV in the manner and on the terms set forth therein; and

WHEREAS, in return for such administrative services, GNV is obligated to reimburse the Company on the terms set forth in Section 4 of the Administration Agreement;

WHEREAS, the Parties agreed to renew the Administration Agreement for a one year term expiring March 21, 2011 (the “**Renewal Term**”);

WHEREAS, GNV wishes to waive its right to reimbursement under the terms set forth below;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

Section 1. *Condition to Reimbursement.* The Administrator hereby agrees that, until the earlier to occur of (i) the expiration of the Renewal Term of the Administration Agreement and (ii) such time as the total assets of the Company (as computed in accordance with GAAP) exceed \$500 million, the Administrator shall irrevocably waive its right to any and all reimbursements the Company is obligated to pay to it under Section 4 of the Administration Agreement. From and after the earlier to occur of (i) the expiration of the Renewal Term of the Administration Agreement and (ii) such time as the total assets of the Company (as computed in accordance with GAAP) exceed \$500 million, the Company shall reimburse the Administrator as otherwise set forth in Section 4 of the Administration Agreement.

Section 2. *Governing Law.* This Agreement is made and shall be governed and construed in all respects in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

GSC INVESTMENT CORP.

By: /s/ Seth Katzenstein
Name: Seth Katzenstein
Title: Chief Executive Officer and
President

GSCP (NJ), L.P.

By: GSCP (NJ), Inc., its general partner

By: /s/ Eric Rubinfeld
Name: Eric Rubinfeld
Title: Senior Managing Director, General
Counsel and Secretary
