
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of report (date of earliest event reported): October 22, 2013

WHEELER REAL ESTATE INVESTMENT TRUST, INC.

(Exact name of registrant as specified in its charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

001-35713
(Commission File Number)

45-2681082
(IRS Employer
Identification No.)

**2529 Virginia Beach Blvd., Suite 200
Virginia Beach, VA 23452**

Registrant's telephone number, including area code: (757) 627-9088

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations 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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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On May 22, 2013, WHLR-HPA-1, LLC, (“WHLR-HPA”), a subsidiary of the Registrant’s operating partnership that owns real property known as the Harps at Harbor Point (“Harp’s Food Store”) located in Delaware County, Oklahoma, filed suit against Crossland Heavy Contractors (“Crossland”) for equitable relief to divide a mechanic and materialmen’s lien (the “Lien”) that Crossland recorded against three properties that included the Harp’s Food Store property and two adjacent properties owned by the Registrant’s affiliates. The Lien was in the amount of \$856,215.47. Crossland subsequently filed a counterclaim and third-party complaint adding the Registrant and Jon S. Wheeler, the Registrant’s Chairman and Chief Executive Officer, as defendants to the lawsuit. The Lien relates to cost overruns incurred by Crossland during the construction and development process that occurred prior to the Registrant acquiring the Harp’s Food Store property.

On October 22, 2013, the parties reached a settlement whereby it was agreed that the Lien would be paid in full in the amount of \$856,215.47 by November 22, 2013. Since the Lien relates to construction and development costs incurred prior to WHLR-HPA acquiring the Harp’s Food Store property, the affiliated parties that developed the property intend to fully satisfy the Lien, resulting in no liability to the Registrant.

Jon Wheeler, is the Registrant’s Chairman and Chief Executive Officer and is the manager for the managing member of Harbor Point. The Registrant’s operating partnership is the managing member of WHLR-HPA. No director, officer or affiliate of the Registrant is affiliated with Crossland.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

- (a) Financial statements of businesses acquired.

Not Applicable.

- (b) Pro forma financial information.

Not Applicable.

- (c) Shell company transactions.

Not Applicable.

- (d) Exhibits.

10.1 Settlement Agreement dated October 22, 2013.

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

WHEELER REAL ESTATE INVESTMENT TRUST,
INC.

By: /s/ Jon S. Wheeler
Jon S. Wheeler
Chairman and Chief Executive Officer

Dated: November 13, 2013

Prepared by: Steve Metcalf

Date Held: October 22, 2013

Time Held: 9:00 a.m.

IN THE DISTRICT COURT FOR DELAWARE COUNTY
STATE OF OKLAHOMA

WHLR-HPA-1, LLC,)	
)	
Plaintiff,)	
)	
vs.)	
)	
CROSSLAND HEAVY)	
CONSTRUCTION, INC.,)	
)	Case No. CJ-2013-131
Defendants,)	Honorable Robert G. Haney
)	
vs.)	
)	
HARBOR POINT ASSOCIATES, LLC.,)	
WHEELER REAL ESTATE)	
INVESTMENT TRUST, INC. and)	
JON S. WHEELER,)	
)	
Third-Party Defendants.)	

SETTLEMENT AGREEMENT

We, the undersigned, enter into this Settlement Agreement to resolve the claims between us on the following terms: Plaintiff and Third Party Defendants shall pay to Defendant the sum of Eight Hundred Fifty-Six Thousand Two Hundred Sixteen and 47/100 (\$856,216.47) Dollars via wire transfer on or before November 22, 2013, upon receipt of which by Defendant, Plaintiff and Defendant, shall dismiss their respective claims against one another with prejudice in this lawsuit, such dismissals to be filed by the parties within ten (10) days of such receipt, and Defendant shall file of record a release of the mechanic and materialman lien

recorded against the property which is the subject of this litigation within the same ten (10) day period. All parties shall bear their own attorneys' fees and costs incurred in connection with this action.

Should either party find it necessary to retain an attorney to enforce the terms of this Agreement, the prevailing party in any such enforcement action shall be entitled to recover from the non-prevailing party all of the costs and attorneys' fees incurred by the prevailing party.

DATED this 22nd day of October, 2013.

PLAINTIFF, *WHLR-HPA-1-LLC*:

/s/ JON S. WHEELER
JON S. WHEELER
(printed name)

THIRD PARTY DEFENDANTS, *HARBOR POINT ASSOCIATES, LLC, WHEELER REAL ESTATE INVESTMENT TRUST, INC. and JON S. WHEELER*:

/s/ JON S. WHEELER
COUNSEL FOR WHLR-HPA-1, LLC and THIRD-PARTY DEFENDANTS HARBOR POINT ASSOCIATES, LLC, WHEELER REAL ESTATE INVESTMENT TRUST, INC. and JON S. WHEELER:

/s/ RICHARD K. HOLMES
RICHARD K. HOLMES
(printed name)

DEFENDANT, *CROSSLAND HEAVY CONTRACTORS, INC.*:

/s/ MARK E. SELL
MARK E. SELL
(printed name)

COUNSEL FOR CROSSLAND HEAVY CONTRACTORS, INC.:

/s/ ROBERT CARLSON
ROBERT CARLSON
(printed name)