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

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**FORM 8-K/A**

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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): December 12, 2016 (May 29, 2015)**

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**WHEELER REAL ESTATE INVESTMENT  
TRUST, INC.**

(Exact name of registrant as specified in its charter)

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**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**

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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 December 7, 2016, Wheeler REIT, L.P., a Virginia limited partnership ("Wheeler REIT") of which Wheeler Real Estate Investment Trust, Inc. (the "Company") is the sole general partner, entered into a Second Amendment and Joinder to Credit Agreement ("Second Amendment") to the Credit Agreement ("Credit Agreement") with KeyBank National Association ("KeyBank") dated May 29, 2015, as amended by the First Amendment and Joinder to Credit Agreement, dated April 12, 2016. The Second Amendment increased the revolving credit line by Twenty Five million and 00/100 Dollars (\$25,000,000) for a total line of credit of Seventy-Five Million and 0/100 Dollars (\$75,000,000). Pursuant to the terms of the Second Amendment, the pricing reverts back to the original Credit Agreement with the additional provision that LIBOR cannot fall below 0%.

There is no material relationship between Wheeler REIT, the Company and their affiliates and KeyBank.

The foregoing descriptions of the terms of the Second Amendment are qualified in their entirety by reference to the Second Amendment filed as Exhibit 10.1 hereto and incorporated herein by reference.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.**

- (a) Financial statement of businesses acquired.

Not applicable.

- (b) Pro forma financial information.

Not applicable.

- (c) Shell company transactions.

Not Applicable.

- (d) Exhibits.

10.1 Second Amendment and Joinder to Credit Agreement dated December 7, 2016

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## EXHIBIT INDEX

<u>Number</u>	<u>Description of Exhibit</u>
10.1	Second Amendment and Joinder to Credit Agreement dated December 7, 2016

**SECOND AMENDMENT AND JOINDER TO CREDIT AGREEMENT**

THIS SECOND AMENDMENT AND JOINDER TO CREDIT AGREEMENT (“Agreement”) is executed as of December 7, 2016, WHEELER REIT, L.P., a Virginia limited partnership, the undersigned Guarantors, each of the undersigned (individually and collectively, the “Joining Party”), who are becoming guarantors pursuant to §5.5 of the Credit Agreement dated as of May 29, 2015, as amended by that certain First Amendment and Joinder Agreement dated April 12, 2016, as further amended from time to time in effect (the “Credit Agreement”), among WHEELER REIT, L.P. (the “Borrower”), the Guarantors, KeyBank National Association, a national banking association (“KeyBank”), as Administrative Agent for the lenders (“Agent”), and the lenders from time to time party thereto (“Lenders”). Terms used but not defined in this Agreement shall have the meanings defined for those terms in the Credit Agreement.

**RECITALS**

A. The Borrower and the Guarantor have requested that the Lenders agree to increase the total Commitment by \$25,000,000.00 and the Agent and the Lenders have agreed to do so, provided Borrower, the Guarantors, Agent and the Lenders agree to amend the Credit Agreement as set forth herein.

B. Each Joining Party is required, pursuant to §5.5 of the Credit Agreement, to become an additional Subsidiary Guarantor under the Credit Agreement, the Notes, and the Indemnity Agreement.

C. Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the credit facilities under the Credit Agreement.

NOW, THEREFORE, Joining Party, Borrower, the Guarantors, Agent and the Lenders agree as follows:

**AGREEMENT**

I. Amendment to Credit Agreement. The Credit Agreement is hereby amended as follows:

1. The following definitions in Section 1.1 of the Credit Agreement shall be deleted in their entirety and replaced with the following:

Borrowing Base Availability. The lesser of (i) sixty five percent (65%) of the aggregate Appraised Value of each Collateral Property, (ii) sixty five percent (65%) of the aggregate cost basis (determined in accordance with GAAP) for each Collateral Property, or (iii) the Implied Debt Service Amount.

Total Commitment. As of the date of this Agreement, the Total Commitment is Seventy Five Million and No/100 Dollars (\$75,000,000.00). The Total Commitment

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may increase in accordance with §2.11 or decreased in accordance with §2.4 at any time.

2. The definition of “Applicable Margin” in Section 1.1 of the Credit Agreement is hereby amended deleting the introductory clause thereof and replacing same with the following:

“Applicable Margin. The Applicable Margin for LIBOR Rate Loans and Base Rate Loans shall be as set forth below based on the Consolidated Leverage Ratio as set forth in the most recent Compliance Certificate pursuant to §7.4(c):”

3. The definition of “LIBOR” in Section 1.1 of the Credit Agreement is hereby amended by adding the following new sentence at the end thereof:

“If LIBOR as determined above shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.”

4. The following definitions in Section 1.1 of the Credit Agreement are hereby deleted in their entirety:

AC Implied Debt Service Amount. At any time of determination, a Loan Exposure such that the Implied Debt Service Coverage (calculated solely based on the Adjusted Net Operating Income from the AC Portfolio Assets) would be 1.25 to 1.0.

AC Portfolio Assets. Those certain Collateral Properties owned by WHLR-Ladson Crossing, LLC, WHLR-Lake Greenwood Crossing, LLC, WHLR-Lake Murray, LLC, WHLR-Litchfield Market Village, LLC, WHLR-Moncks Corner, LLC, WHLR-Shoppes at Myrtle Park, LLC, WHLR-Ridgeland, LLC, WHLR-South Lake Pointe, LLC, WHLR-Mullins South Park, LLC, WHLR-St. Matthews, LLC, WHLR-Darien, LLC, WHLR-Devine Street, LLC, WHLR-Folly Road Crossing, LLC, and WHLR-Georgetown, LLC.

Initial Assets. Those certain Collateral Properties owned by Lumber River Associates, LLC and Chesapeake Square Associates, LLC.

Margin Condition. The satisfaction of the following conditions: (a) the Total Commitment has been reduced to \$49,950,000.00, and (b) the Loan Exposure does not exceed the Borrowing Base Availability as determined solely by reference to subsection (B) thereof (regardless of the date of determination).

5. The following paragraph in the beginning of Section 3.2 of the Credit Agreement is hereby deleted in its entirety:

Until such time as the Margin Condition has been met, Borrower shall pay to the Agent for the respective accounts of the Revolving Credit Lenders, as applicable,

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for application to the Revolving Credit Loans, the net proceeds of any incremental equity, preferred equity, subordinated debt, asset-sale proceeds, financing or refinancing, or any other incremental capital raised by Borrower or REIT during such period.

6. Section 9.1 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

“§9.1 Maximum Consolidated Leverage Ratio. The REIT’s Consolidated Leverage Ratio shall not exceed sixty five percent (65%).”

7. Schedule 1.1 of the Credit Agreement shall be deleted in its entirety and replaced with the Schedule 1.1 attached hereto.

II. Fees. On or prior to the execution of this Agreement, Borrower shall pay to Agent all reasonable costs and expenses of Administrative Agent in connection with this Agreement, including, without limitation, reasonable legal fees and expenses incurred by Agent, together with the additional fees to be paid to the Agent as set forth in the fee letter of even date between the Borrower and the Agent.

III. Joinder. By this Agreement, Joining Party hereby becomes a “Subsidiary Guarantor” under the Credit Agreement, the Notes, the Indemnity Agreement, and the other Loan Documents with respect to all the Obligations of Borrower now or hereafter incurred under the Credit Agreement and the other Loan Documents. Joining Party agrees that Joining Party is and shall be bound by, and hereby assumes, all representations, warranties, covenants, terms, conditions, duties and waivers applicable to a Subsidiary Guarantor under the Credit Agreement, the Notes, the Indemnity Agreement and the other Loan Documents.

IV. Release. By its execution of this Agreement, the Agent acknowledges and agrees that Chesapeake Square Associates, LLC and Lumber River Associates, LLC have each been released as a Subsidiary Guarantor under the Credit Agreement and the other Loan Documents.

V. Representations and Warranties. Joining Party, Borrower and each Guarantor represent and warrant to Agent that, as of the Effective Date (as defined below), except as disclosed in writing by Borrower to Agent on or prior to the date hereof and approved by the Agent in writing (which disclosures shall be deemed to amend the Schedules and other disclosures delivered as contemplated in the Credit Agreement), the representations and warranties contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects, as applied to Joining Party as a Subsidiary Guarantor on and as of the Effective Date as though made on that date, except where any such representation and warranty is limited to a specific date prior to the Effective Date or where the failure would not have a Material Adverse Effect. As of the Effective Date, all covenants and agreements in the Loan Documents of the Subsidiary Guarantors are true and correct with

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respect to Joining Party and no Default or Event of Default shall exist or might exist upon the Effective Date in the event that Joining Party becomes a Subsidiary Guarantor.

VI. Joint and Several. Joining Party hereby agrees that, as of the Effective Date, the Credit Agreement, the Indemnity Agreement and the other Loan Documents heretofore delivered to the Agent and the Lenders shall be a joint and several obligation of Joining Party to the same extent as if executed and delivered by Joining Party, and upon request by Agent, will promptly become a party to the Credit Agreement, the Notes, the Indemnity Agreement and the other Loan Documents to confirm such obligation.

VII. Further Assurances. Joining Party, Borrower and each Guarantor agrees to execute and deliver such other instruments and documents and take such other action, as the Agent may reasonably request, in connection with the transactions contemplated by this Agreement.

VIII. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACTUAL OBLIGATION UNDER, AND SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IX. Counterparts. This Agreement, which may be executed in multiple counterparts, constitutes the entire agreement of the parties regarding the matters contained herein and shall not be modified by any prior oral or written discussions. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging transmission (e.g. PDF by email) shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement is a Loan Document. Borrower and the Guarantors hereby ratify, confirm and reaffirm all of the terms and conditions of the Credit Agreement, and each of the other Loan Documents, and further acknowledge and agree that all of the terms and conditions of the Credit Agreement shall remain in full force and effect except as expressly provided in this Agreement. Except where the context clearly requires otherwise, all references to the Credit Agreement in any other Loan Document shall be to the Credit Agreement as amended by this Agreement.

X. Effective Date. The effective date (the “Effective Date”) of this Agreement is the date first written above.

[Signature Page to Follow]

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IN WITNESS WHEREOF, each party has executed this Agreement under seal as of the day and year first above written.

**BORROWER:**

WHEELER REIT, L.P., a Virginia limited partnership

By: WHEELER REAL ESTATE INVESTMENT TRUST, INC., a Maryland corporation, its general partner

By: /s/ Jon S. Wheeler  
Name: Jon S. Wheeler  
Title: Chief Executive Officer

**GUARANTOR:**

WHEELER REAL ESTATE INVESTMENT TRUST, INC., a Maryland corporation

By: /s/ Jon S. Wheeler

Name: Jon S. Wheeler  
Title: Chief Executive Officer

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WHLR-LADSON CROSSING, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

WHLR-LAKE GREENWOOD CROSSING, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

WHLR-LAKE MURRAY, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

WHLR-LITCHFIELD MARKET VILLAGE, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

WHLR-MONCKS CORNER, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

WHLR-SHOPPES AT MYRTLE PARK, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

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WHLR-RIDGELAND, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

WHLR-SOUTH LAKE POINTE, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

WHLR-MULLINS SOUTH PARK, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

WHLR-ST. MATTHEWS, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

WHLR-DARIEN, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

WHLR-DEVINE STREET, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

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WHLR-FOLLY ROAD CROSSING, LLC, a Delaware limited liability company

By: /s/ Jon S.  
Wheeler  
Jon S. Wheeler, Manager

WHLR-GEORGETOWN, LLC, a Delaware limited liability company

By: /s/ Jon S. Wheeler  
Jon S. Wheeler,  
Manager

**JOINING PARTY:**

WHLR-LABURNUM SQUARE, LLC, a Delaware limited liability  
company

By: /s/ Jon S. Wheeler  
Name: Jon S. Wheeler  
Title: Chief Executive Officer

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ACKNOWLEDGED:

KEYBANK NATIONAL ASSOCIATION, as Agent

By: /s/ Tom Schmitt

Name: Tom Schmitt

Title: Vice President

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**SCHEDULE 1.1**

**LENDERS AND COMMITMENTS**

<u>Name and Address</u>	<u>Commitment</u>	<u>Commitment Percentage</u>
KeyBank National Association 1200 Abernathy Road, Suite 1550 Atlanta, Georgia 30328 Attention: Tom Schmitt Telephone: 770-510-2109 Facsimile: 770-510-2195	\$75,000,000	100%

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