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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): August 9, 2017 (May 29, 2015)**

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# 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**

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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))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.**

On August 7, 2017, 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 Third Amendment to Credit Agreement ("Third 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 and Second Amendment and Joinder to Credit Agreement, dated December 7, 2016. The Third Amendment changed the interest payment date to the first day of each calendar month and decreases the total commitment on the revolving credit line by Twenty Five million and 00/100 Dollars (\$25,000,000) to Fifty Million and 0/100 Dollars (\$50,000,000) on October 7, 2017. The total commitment may also increase or decrease in accordance with the provisions of the Credit Agreement. Wheeler REIT and KeyBank agree WHLR-Shoppes at Myrtle Park, LLC shall continue to be included in the calculation of the Borrowing Base Availability through December 21, 2017.

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

The foregoing descriptions of the terms of the Third Amendment are qualified in their entirety by reference to the Third 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 Third Amendment to Credit Agreement dated August 7, 2017.

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## EXHIBIT INDEX

**Number**

10.1

**Description of Exhibit**

Third Amendment to Credit Agreement dated August 7, 2017.

**THIRD AMENDMENT TO CREDIT AGREEMENT**

THIS THIRD AMENDMENT TO CREDIT AGREEMENT (“Agreement”) is executed as of August 7, 2017, WHEELER REIT, L.P., a Virginia limited partnership, (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”).

**RECITALS**

A. The Borrower, the Guarantors, the Agent and the Lenders have entered into that certain Credit Agreement dated as of May 29, 2015, as amended by that certain First Amendment and Joinder Agreement dated April 12, 2016, and that certain Second Amendment and Joinder to Credit Agreement dated December 7, 2016 (as further amended from time to time, the “Credit Agreement”; capitalized terms used but not defined in this Agreement shall have the meanings defined for those terms in the Credit Agreement).

B. The Borrower and the Guarantor have requested that the Lenders agree to modify and/or waive certain provisions of the Credit Agreement, 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.

NOW, THEREFORE, 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:

Interest Payment Date. As to each Loan, the first day of each calendar month.

Total Commitment. As of the date of this Agreement, the Total Commitment is Seventy Five Million and No/100 Dollars (\$75,000,000.00), such Total Commitment to automatically decrease to Fifty Million and No/100 Dollars (\$50,000,000.00) on October 7, 2017. The Total Commitment may also increase in accordance with §2.11 or decreased in accordance with §2.4 at any time.

2. The Agent and the Lenders acknowledge and agree that the Collateral Property owned by WHLR-SHOPPES AT MYRTLE PARK, LLC shall continue to be included in the calculation of the Borrowing Base Availability through December 21, 2017 {six months from the date Bi-Lo, LLC ceased operations at such Collateral Property}, notwithstanding that the subject Collateral Property no longer constitutes Eligible Real Estate. Any further extension of such period

shall be in the sole and absolute discretion of the Agent and the Lenders, and nothing contained herein shall constitute a waiver of any other terms or condition of the Loan Documents, nor an agreement by the Agent or the Lenders to forbear from strictly enforcing such terms and conditions.

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. Representations and Warranties. 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, 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, no Default or Event of Default is in existence.

IV. Further Assurances. 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.

V. 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.

VI. 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.

VII. Effective Date. The effective date (the "Effective Date") of this Agreement is the date first written above.

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[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-GEORGETOWN, LLC, a Delaware limited liability company

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

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

By: /s/ Jon S. Wheeler

Jon S. Wheeler, Manager

WHLR-VILLAGE OF MARTINSVILLE, LLC, a Delaware limited  
liability company

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

WHLR-NEW MARKET CROSSING, LLC, a Delaware limited liability company

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

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ACKNOWLEDGED:

KEYBANK NATIONAL ASSOCIATION, as Agent

By: /s/ Robert Avil

Name: Robert Avil

Title: Senior Vice President

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