
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): October 12, 2017 (May 29, 2015)

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))

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.

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On October 6, 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 Fourth Amendment to Credit Agreement (“Fourth 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 and Joinder to Credit Agreement, dated December 7, 2016, and the Third Amendment to Credit Agreement, dated August 7, 2017. The Fourth Amendment provides for a sixty day extension from October 7, 2017 to December 6, 2017 upon which the seventy-five million and 00/100 dollars (\$75,000,000) total commitment on the revolving credit line decreases by twenty-five million and 00/100 dollars (\$25,000,000) to fifty million and 00/100 dollars (\$50,000,000). The total commitment may also increase or decrease in accordance with the provisions of the Credit Agreement.

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

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

ITEM 8.01 OTHER EVENTS.

On October 12, 2017, the Company issued a press release announcing the Fourth Amendment. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K/A and is 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](#) [Fourth Amendment to Credit Agreement dated October 6, 2017.](#)

[99.1](#) [Press release dated October 12, 2017.](#)

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: October 12, 2017

EXHIBIT INDEX

Number

[10.1](#)

[99.1](#)

Description of Exhibit

[Fourth Amendment to Credit Agreement dated October 6, 2017.](#)

[Press release dated October 12, 2017.](#)

FOURTH AMENDMENT TO CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO CREDIT AGREEMENT (“Agreement”) is executed as of October 6th, 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, that certain Second Amendment and Joinder to Credit Agreement dated December 7, 2016, and that certain Third Amendment to Credit Agreement dated as of August 7, 2017 (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:

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 December 6, 2017. The Total Commitment may also increase in accordance with §2.11 or decreased in accordance with §2.4 at any time.

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.

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.

[Signature Page to Follow]

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

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

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

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

ACKNOWLEDGED:

KEYBANK NATIONAL ASSOCIATION, as Agent

By: /s/ Robert Avil

Name: Robert Avil

Title: Senior Vice President



FOR IMMEDIATE RELEASE

Wheeler Real Estate Investment Trust, Inc. Announces Terms of Fourth Amendment to Credit Agreement with KeyBank National Association

Virginia Beach, VA –October 12, 2017 – Wheeler Real Estate Investment Trust, Inc. (NASDAQ:WHLR) (“Wheeler” or the “Company”) today announced that on October 6, 2017 the Company entered into a Fourth Amendment to its Credit Agreement with KeyBank National Association (“KeyBank”). The amendment allows for a sixty day extension to return the total commitment on the revolving credit line to \$50 million by December 6, 2017.

Jon Wheeler, Chairman and CEO, stated; “Our relationship with KeyBank dates back to our IPO in November of 2012 and they continue to be a great partner, growing with and supporting us over the last five years. As a show of strength of our partnership in April 2016, KeyBank temporarily increased our revolving credit line by \$25 million to \$75 million to help fund the \$115 million of real estate acquisitions in the fourth quarter of 2016. We are well into the process of refinancing select assets off the line in order to bring the KeyBank balance below \$50 million by December 6, 2017. Further, we expect to have a backfill in place for the BI-LO closure at our Shoppes at Myrtle Park asset by December.”

About Wheeler Real Estate Investment Trust Inc.

Headquartered in Virginia Beach, VA, Wheeler Real Estate Investment Trust, Inc. a fully-integrated, self-managed commercial real estate investment company focused on acquiring and managing income-producing retail properties with a primary focus on grocery-anchored centers. Wheeler’s portfolio contains well-located, potentially dominant retail properties in secondary and tertiary markets that generate attractive risk-adjusted returns, with a particular emphasis on grocery-anchored retail centers.

Additional information about Wheeler Real Estate Investment Trust, Inc. can be found at the Company’s corporate website: www.whlr.us

Forward Looking Statement

This press release may contain “forward-looking” statements as defined in the Private Securities Litigation Reform Act of 1995. When the Company uses words such as “may,” “will,” “intend,” “should,” “believe,” “expect,” “anticipate,” “project,” “estimate” or similar expressions that do not relate solely to historical matters, it is making forward-looking statements. Forward-looking statements are not guarantees of future performance and involve risks and uncertainties that may cause the actual results to differ materially from the Company’s expectations discussed in the forward-looking statements. The Company’s expected results may not be achieved, and actual results may differ materially from expectations. Specifically, the Company’s statements regarding: (i) its ability to decrease the total commitment on the KeyBank revolving credit line to a level below to \$50 million by December 6, 2017 in order to comply with its terms; and (ii) the Company’s ability to backfill the anchor space at Shoppes at Myrtle Park by December 2017 are forward-looking statements. These statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond our control, are difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. For these reasons, among others, investors are cautioned not to place undue reliance upon any forward-looking statements in this press release. Additional factors are discussed in the Company’s filings with the U.S. Securities and Exchange Commission, which are available for review at www.sec.gov. The Company undertakes no obligation to publicly revise these forward-looking statements to reflect events or circumstances that arise after the date hereof.

CONTACT:

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