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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): March 7, 2018 (December 21, 2017)**

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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 March 2, 2018, Wheeler REIT, L.P., a Virginia limited partnership (the “Operating Partnership”), of which Wheeler Real Estate Investment Trust, Inc., a Maryland corporation (the “Company”), is the sole general partner, entered into a letter agreement amendment (the “Letter Agreement”), to the Amended and Restated Credit Agreement, dated December 21, 2017 (the “Amended and Restated Credit Agreement”) with KeyBank National Association (“KeyBank”). The Letter Agreement provides for a reduction in the liquidity requirement as defined in Section 9.5 of the Amended and Restated Credit Agreement to three million five hundred thousand and 00/100 dollars (\$3,500,000) through March 31, 2018 and five million and 00/100 dollars (\$5,000,000) at all times thereafter until such time as the Total Commitment (as defined in the Amended and Restated Credit Agreement) has been reduced to fifty-two million five hundred thousand and 00/100 (\$52,500,000) and three million five hundred thousand and 00/100 dollars (\$3,500,000) at all times thereafter.

There is no material relationship between the Operating Partnership, the Company and their affiliates and KeyBank.

The foregoing description of the terms of the Letter Agreement is qualified in its entirety by reference to the full text of the Letter Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

#### **ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.**

The information required by Item 2.03 contained in Item 1.01 of this Current Report on Form 8-K/A 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](#)      [KeyBank Agreement Amendment Letter](#)

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## EXHIBIT INDEX

<u>Number</u>	<u>Description of Exhibit</u>
<a href="#">10.1</a>	<a href="#">KeyBank Agreement Amendment Letter</a>

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**SIGNATURE**

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/ David Kelly            
David Kelly  
Chief Executive Officer

Dated: March 7, 2018

March 2, 2018

Wheeler REIT, L.P.  
Riversedge North,  
2529 Virginia Beach Blvd., Suite 200,  
Virginia Beach, VA 23452

Ladies and Gentlemen:

Reference is made that certain revolving loan (the "**Loan**") by and among KEYBANK NATIONAL ASSOCIATION, a national banking association ("**KeyBank**"), as administrative agent ("**Agent**") on behalf of itself and other lenders (the "**Lenders**"), WHEELER REIT, L.P., a Virginia limited partnership ("**Borrower**"), and the respective subsidiaries of the Borrower which are Guarantors of the Loan.

The Loan is evidenced by, among other documents, instruments and agreements, that certain Amended and Restated Credit Agreement dated as of dated as of December 21, 2017 by and among Agent, the Lenders, Borrower and the Guarantors (the "**Loan Agreement**"). *Capitalized terms used herein and within the Exhibits hereto and not otherwise defined herein shall have the meanings set forth in the Loan Agreement.*

The Borrower has requested that the Agent and the Lenders modify Section 9.5 of the Credit Agreement, and the Agent and the Lenders have so agreed to modify Section 9.5 as provided below:

Accordingly, the Agent, the Lenders, Borrower and the Guarantors hereby agree that Section 9.5 of the Credit Agreement is hereby amended in its entirety to read as follows:

1. “§9.5 Liquidity. The unrestricted cash and Cash Equivalents of the REIT plus immediately available funds under this Agreement must equal at least (a) Three Million Five Hundred Thousand Dollars (\$3,500,000) through March 31, 2018, (b) Five Million Dollars (\$5,000,000) at all times thereafter until such time as the Total Commitment has been reduced to \$52,500,000.00, and (c) Three Million Five Hundred Thousand Dollars (\$3,500,000) at all times thereafter.”
  2. Except as expressly amended hereby, the remaining terms and conditions of the Loan Agreement and all other Loan Documents shall continue in full force and effect. Except as expressly provided above, nothing contained herein shall be deemed to constitute a waiver by the Agent and the Lenders of any other Defaults or Events of Default which may now or hereafter be in existence under the Loan Agreement, or a waiver of any rights and remedies of the Agent and the Lenders arising in connection therewith, all of which are expressly reserved.
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It is intended that this Letter Agreement take effect as a sealed instrument as of the date first above written.

**AGENT AND LENDER:**

**KEYBANK NATIONAL ASSOCIATION,**  
as Lender, Issuing Lender, Swing Loan Lender and as Agent

By: /s/ Robert Avil  
Name: Robert Avil  
Title: Senior Vice President

**ACKNOWLEDGED AND AGREED**

**BORROWER:**

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

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

By: /s/ David Kelly  
Name: David Kelly  
Title: Chief Executive Officer

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

By: /s/ David Kelly  
Name: David Kelly  
Title: Chief Executive Officer

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**SUBSIDIARY GUARANTORS:**

**WHLR-DARIEN, LLC**, a Delaware limited liability company

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

**WHLR-GEORGETOWN, LLC**, a Delaware limited liability company

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

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**WHLR-RIDGELAND, LLC**, a Delaware limited liability company

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

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

By: Wheeler REIT, L.P., a Virginia limited partnership, its Sole Member

By: Wheeler Real Estate Investment Trust, Inc., a Maryland corporation, its general partner

By: /s/ David Kelly

Name: David Kelly

Title: Chief Executive Officer