
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): May 17, 2018 (November 30, 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 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

Revere Loan Agreement

On May 14, 2018, 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 to Loan Documents (the "Second Amendment") to the Term Loan Agreement (the "Revere Term Loan") with Revere High Yield Fund, LP ("Revere"), dated April 8, 2016, as amended by the First Amendment to the Revere Term Loan (the "First Amendment"), dated August 25, 2017. The Second Amendment extends the maturity date to November 1, 2018 from May 15, 2018. Further, the definition of "Exit Fee" in Section 1.01 of the Revere Term Loan increased to Five Hundred Thousand Dollars (\$500,000) from Three Hundred Sixty Thousand Dollars (\$360,000). Further, the Second Amendment amended Section 2.04 of the Revere Term Loan so that commencing on June 1, 2018, the Company shall pay monthly principal payments in the amount of Two Hundred Thousand Dollars (\$200,000) until the balance of the Revere Term Loan is less than Three Million Five Hundred Thousand Dollars (\$3,500,000), at which time the monthly principal payments are reduced to One Hundred Thousand Dollars (\$100,000). In addition, the Second Amendment provides that as of May 1, 2018, the interest rate increased from eight percent (8%) per annum to nine percent (9%) per annum; provided, however, that if the then outstanding principal balance is not less than Three Million Five Hundred Thousand Dollars (\$3,500,000) by July 15, 2018, the rate increases to ten percent (10%) per annum from and after July 15, 2018 until November 1, 2018. Lastly, the Second Amendment provides for a "Special Servicing Fee" where upon an Event of Default (as defined in the Revere Term Loan), Revere may transfer the loan to a special workout person ("Special Servicer") for workout, and, among other things, advising, structuring, drafting, reviewing, administering or amending the Revere Term Loan and is entitled to collect a fee for its services equal to ½ of 1% per annum based on the unpaid principal balance of the Revere Term Loan at the time of transfer to the Special Servicer. The Company paid down Five Hundred Thousand (\$500,000) on the Revere Term Loan in conjunction with this Second Amendment. As of May 17, 2018, the principal balance of the Revere Term Loan was Six Million Three Hundred Seven Thousand Eight Hundred Ninety One Dollars (\$6,307,891).

There is no material relationship between Wheeler REIT, the Company and Revere.

The foregoing description 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 8.01 OTHER EVENTS.

On August 25, 2017, the Company, through Wheeler REIT, entered into a First Amendment to the Revere Term Loan which increased the "Exit Fee" definition of Section 1.01 of the Revere Term Loan to Three Hundred Sixty Thousand Dollars (\$360,000) from Two Hundred Forty Thousand Dollars (\$240,000). In addition, on May 3, 2018, the Company through Wheeler REIT entered into a Borrower's Certification Regarding Loan Extension and Guarantor's Reaffirmation of Obligations under Guaranty (the "Extension"), which extended the maturity date under the Revere Term Loan from April 30, 2018 to May 15, 2018.

The foregoing description of the terms of the First Amendment and Extension are qualified in their entirety by reference to the First Amendment and Extension filed as Exhibit 99.1 and Exhibit 99.2 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](#) [Revere Term Loan Agreement Second Amendment dated May 14, 2018.](#)
 - [99.1](#) [Revere Term Loan Agreement First Amendment dated August 25, 2017.](#)
 - [99.2](#) [Revere Term Loan Borrower's Certification Regarding Loan Extension dated May 3, 2018.](#)
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EXHIBIT INDEX

<u>Number</u>	<u>Description of Exhibit</u>
<u>10.1</u>	<u>Revere Term Loan Agreement Second Amendment dated May 14, 2018.</u>
<u>99.1</u>	<u>Revere Term Loan Agreement First Amendment dated August 25, 2017.</u>
<u>99.2</u>	<u>Revere Term Loan Borrower's Certification Regarding Loan Extension dated May 3, 2018.</u>

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
President and Chief Executive Officer

Dated: May 17, 2018

SECOND AMENDMENT TO LOAN DOCUMENTS

THIS SECOND AMENDMENT TO LOAN DOCUMENTS (the "**Agreement**") made effective as of the 14th day of May, 2018 (the "**Effective Date**"), between **REVERE HIGH YIELD FUND, LP**, a Delaware limited partnership having an address of 2000 McKinney Avenue, Suite 2125, Dallas, Texas 75201, (the "**Lender**"), **WHEELER REIT, L.P.**, a Virginia limited partnership having an office and place of business located at 2529 Virginia Beach Boulevard, Virginia Beach, Virginia 23452 (the "**Borrower**") and the undersigned guarantors of the Loan (herein collectively together with their successors and assigns, the "**Guarantor**"). By execution of this Agreement, Guarantor agrees and consents to be bound by all of the terms set forth herein.

WITNESSETH:

WHEREAS, Lender made a loan to Borrower (the "**Loan**") in the original principal amount of **EIGHT MILLION AND 00/100 DOLLARS** (\$8,000,000.00), which Loan is evidenced by a Term Note in the amount of **EIGHT MILLION AND 00/100 DOLLARS** (\$8,000,000.00) from Borrower to Lender dated as of April 8, 2016 (the "**Note**");

WHEREAS, the Note was executed in connection with and secured by, among other things, (i) that certain Term Loan and Security Agreement dated as of April 8, 2016 by and between Borrower and Lender (the "**Loan Agreement**"); (ii) the Guaranty; (iii) the Mortgage; (iv) the Environmental Indemnity; and (viii) all other loan documents executed by Borrower in favor of Lender in connection with the Loan (all of the foregoing subparagraphs (i) through (viii), collectively, the "**Loan Documents**");

WHEREAS, Borrower has requested that Lender extend the Maturity Date (as defined in the Loan Agreement) to November 1, 2018;

WHEREAS, all terms defined in the Loan Agreement are used herein with their defined meanings unless otherwise provided;

WHEREAS, Borrower and Lender are mutually desirous of making certain changes to the Loan Documents as set forth below; and

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other valuable consideration, each to the other in hand paid, receipt thereof being hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The above recitals are true and correct and are incorporated into this Agreement.
 2. As of the date hereof, the outstanding balance of the Loan (before giving effect to the Paydown Amount (as defined below)) is \$6,807,891.10.
 3. The Loan Agreement is hereby modified as follows:
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- a. The definition of “Exit Fee” set forth in Section 1.01 (Definitions) of the Loan Agreement is hereby deleted in its entirety and replace with the following:

“ **“Exit Fee”** shall mean an amount equal to \$500,000.00.”

4. Section 2.04 of the Loan Agreement is hereby amended by adding the following thereto:

“Commencing on June 1, 2018 and continuing each and every month thereafter, on each Payment Date, in addition to the payment of interest in arrears on the principal balance of the Loan from time to time outstanding, Borrower shall pay \$200,000.00 per month towards the outstanding principal balance of the Loan until the outstanding principal balance of the Loan is less than \$3,500,000.00, at which time Borrower shall pay on each Payment Date thereafter \$100,000.00 per month towards the then existing principal balance of the Loan, in addition to the payment of interest in arrears on the principal balance of the Loan from time to time outstanding. The outstanding principal balance of the Loan plus accrued and unpaid interest and all other amounts due and payable under the Loan Agreement and the Loan Documents shall be due and payable on the Maturity Date as extended by this Agreement.”

5. Effective as of May 1, 2018, the “Interest Rate” shall increase from eight percent (8%) per annum to nine percent (9%) per annum; provided, however, that if the then outstanding principal balance of the Loan is not less than \$3,500,000.00 by July 15, 2018, the Interest Rate shall be increased to ten percent (10%) per annum from and after July 15, 2018 until November 1, 2018.
4. Simultaneously with the execution of this Agreement, Borrower shall deliver, or cause to be delivered: (i) to Lender a paydown of the Loan in the amount of \$500,000.00 (the “Paydown Amount”); and (ii) to Rogin Nassau LLC, \$2,000.00 in immediately available funds on account of legal fees incurred in the preparation of this Agreement (“Legal Fees”).
5. Upon payment of the Paydown Amount and the Legal Fees simultaneously with the execution of this Agreement, the Maturity Date (as defined in the Loan Agreement) shall be extended for one (1) six (6) month period to November 1, 2018.
6. The following is hereby added to the Loan Agreement:

Section 2.11. Special Servicing Fee. Following the occurrence of a Default or Event of Default, Lender may transfer the Loan to a special workout person (“Special Servicer”) for workout and, among other things, advising, structuring, drafting, reviewing, administering or amending Loan Documents in any form or fashion. In such event, Special Servicer is entitled to collect a fee for its services equal to ½ of 1% per annum based on the unpaid principal balance of the Loan at the time the Loan is transferred. Said fee will be due and payable monthly on the Payment Date and will be in addition to any other loan payment requirements contained in the Loan Documents, or at Borrower's request and with Lender’s

prior consent, the Special Servicer fee may accrue during the term of the Loan, as applicable, in which case the fee will be capitalized and added to the loan amount at time of final disposition.

7. All of the other terms and conditions of the Loan Documents shall remain the same and in full force and effect, except as specifically amended herein. Borrower hereby reaffirms the Note, the Mortgage, the Loan Agreement and the other Loan Documents, and acknowledges that Borrower has no setoffs, counterclaims or defenses to any of the Loan Documents.
 8. Any default by Borrower in any of the covenants herein made shall, at the option of Lender, or its successors and assigns, constitute an Event of Default under the Loan Documents entitling Lender, or its successors or assigns, to any or all of the other remedies it or they may have thereunder.
 9. All of the Borrower Collateral (as defined in the Loan Agreement) and the Collateral (as defined in the Mortgage) shall remain in all respects subject to the lien, charge and encumbrance of the Loan Agreement and Mortgage, as the case may be, and nothing herein contained and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Loan Agreement and Mortgage, as the case may be or the priority thereof over all liens, charges or encumbrances, except as expressly provided herein.
 10. This Agreement shall be binding upon Borrower and any subsequent owner of the Collateral or any part thereof (provided, however, that any provisions against sale or transfer contained in the Mortgage shall remain in full force and effect) and shall be binding and inure to the benefit of Lender, its successors and assigns, including any subsequent holder of the Mortgage or the Loan Documents.
 11. BORROWER, AND ANY SUBSEQUENT ENDORSER, GUARANTOR OR OTHER ACCOMMODATION MAKER, EACH HEREBY WAIVE PRESENTMENT, DEMAND FOR PAYMENT AND NOTICE OF DISHONOR, TOGETHER WITH ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION WITH RESPECT TO THE NOTE, THE MORTGAGE, THE LOAN AGREEMENT, THE OTHER LOAN DOCUMENTS OR THIS AGREEMENT AND AS TO ANY ISSUES ARISING RELATING TO THE NOTE, THE MORTGAGE, THE LOAN AGREEMENT, THE OTHER LOAN DOCUMENTS OR THIS AGREEMENT.
 12. All of the other terms and conditions of Guaranty and Environmental Indemnity shall remain the same and in full force and effect, except as specifically amended herein. Each Guarantor hereby consents to the terms of this Agreement and reaffirm his obligations under Guaranty and the Environmental Indemnity, agree that such Guaranty and Environmental Indemnity continue to be binding and enforceable obligations of the Guarantor, and acknowledge that Borrower has no setoffs, counterclaims or defenses to any of the Guaranty or Environmental Indemnity.
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13. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same Agreement.
14. This Agreement shall be governed and construed by and interpreted in accordance with the laws of the State of Virginia, without regard to conflict of law provisions thereof.
15. As a material inducement to Lender to enter into this Agreement, Borrower and Guarantor hereby acknowledge, admit, and agree that, as of the date hereof, there exist no rights of offset, defense, counterclaim, claim, or objection in favor of Borrower or Guarantor against Lender with respect to the Note, the Loan Agreement or any of the other Loan Documents, or alternatively, that any and all such rights of offset, defense, counterclaim, claim, or objection which they may have or claim, of any nature whatsoever, whether known or unknown, are hereby expressly and irrevocably waived and released. Borrower and Guarantor hereby release and forever discharge Lender, its directors, officers, employees, administrators, subsidiaries, affiliates, attorneys, agents, successors, and assigns from any and all rights, claims, demands, actions, causes of action, suits, proceedings, agreements, contracts, judgments, damages, debts, costs, expenses, promises, agreements, duties, liabilities, or obligations, whether in law or in equity, known or unknown, choate or inchoate, which they had, now have, or hereafter may have, arising under or in any manner relating to, whether directly or indirectly, the Note, the Loan Agreement, any other Loan Document or any transaction contemplated by any Loan Document or this Agreement, from the beginning of time until the date of full execution and delivery hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed, sealed and delivered the day and year first above written.

LENDER:

REVERE HIGH YIELD FUND, LP,
a Delaware limited partnership

By: Revere GP, LP, its General Partner

By: Revere Capital Corp.
Its: General Partner

By: /s/ Clark Briner
Name: Clark Briner
Its: Sole Shareholder

BORROWER:

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

By: Wheeler Real Estate Investment Trust, Inc.,

a Maryland corporation,
By: Its general partner

By: /s/ David Kelly

David Kelly
its Chief Executive

Officer

GUARANTOR:

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

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

SIGNATURE PAGE TO SECOND AMENDMENT TO LOAN DOCUMENTS

HARBOR POINT ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

NORTHPOINTE INVESTORS, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

LYNNHAVEN PARKWAY ASSOCIATES, LLC, a Virginia limited
liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly

David Kelly,
its Chief Executive Officer
RIVERSEDGE OFFICE ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

DF I-CARROLLTON, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

SURREY PLAZA ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

JENKS PLAZA ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

LAGRANGE ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

DF I-COURTLAND, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

DF I-MOYOCK II, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

WD-III ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

WHLR-BERKLEY, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

WHLR-LASKIN ROAD, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

LUMBER RIVER ASSOCIATES, LLC a Virginia limited partnership

By: Lumber River Management, LLC, a Virginia limited partnership
Its: Managing Member

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

TUCKERNUCK ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly

David Kelly,

its Chief Executive Officer

WHLR-BROOK RUN PROPERTY, LLC,
a Virginia limited liability company

By /s/ David Kelly

David Kelly, its Manager

FIRST AMENDMENT TO LOAN DOCUMENTS

THIS FIRST AMENDMENT TO LOAN DOCUMENTS (the "Agreement") made effective as of the 25th day of August, 2017 (the "**Effective Date**"), between **REVERE HIGH YIELD FUND, LP**, a Delaware limited partnership having an address of 2000 McKinney Avenue, Suite 2125, Dallas, Texas 75201, (the "**Lender**"), **WHEELER REIT, L.P.**, a Virginia limited partnership having an office and place of business located at 2529 Virginia Beach Boulevard, Virginia Beach, Virginia 23452 (the "**Borrower**") and **WHEELER REAL ESTATE INVESTMENT TRUST, INC.**, a Maryland corporation located at 2529 Virginia Beach Boulevard, Virginia Beach, Virginia 23452 (herein together with successors and assigns, the "**Guarantor**"). By execution of this Agreement, Guarantor agrees and consents to be bound by all of the terms set forth herein.

WITNESSETH:

WHEREAS, Lender made a loan to Borrower (the "**Loan**") in the original principal amount of **EIGHT MILLION AND 00/100 DOLLARS** (\$8,000,000.00), which Loan is evidenced by a Term Note in the amount of **EIGHT MILLION AND 00/100 DOLLARS** (\$8,000,000.00) from Borrower to Lender dated as of April 8, 2016 (the "**Note**");

WHEREAS, the Note was executed in connection with and secured by, among other things, (i) that certain Term Loan and Security Agreement dated as of April 8, 2016 by and between Borrower and Lender (the "**Loan Agreement**"); (ii) the Guaranty; (iii) the Mortgage; (iv) the Environmental Indemnity; and (viii) all other loan documents executed by Borrower in favor of Lender in connection with the Loan (all of the foregoing subparagraphs (i) through (viii), collectively, the "**Loan Documents**");

WHEREAS, Borrower has requested Lender release that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of April 8, 2016 encumbering the Property, which deed of trust was recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia on April 13, 2016 from Walnut Hill Plaza Associates, LLC in favor of Lender (the "**Original Mortgage**"), and Lender has agreed to release the Original Mortgage upon certain terms set forth below;

WHEREAS, all terms defined in the Loan Agreement are used herein with their defined meanings unless otherwise provided;

WHEREAS, Borrower and Lender are mutually desirous of making certain changes to the Loan Documents as set forth below; and

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other valuable consideration, each to the other in hand paid, receipt thereof being hereby acknowledged, and in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The above recitals are true and correct and are incorporated into this Agreement.
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2. As of the date hereof, the outstanding principal balance of the Loan (inclusive of the Paydown Amount (as defined below)) is \$6,807,891.10.
 3. The Loan Agreement is hereby modified as follows:
 - a. The definition of "Exit Fee" set forth in Section 1.01 (Definitions) of the Loan Agreement is hereby deleted in its entirety and replace with the following:

"Exit Fee" shall mean an amount equal to \$340,000.00."
 - b. The definition of "Guarantor" set forth in Section 1.01 (Definitions) of the Loan Agreement is hereby deleted in its entirety and replace with the following:

"**Guarantor**" shall mean collectively Wheeler and those certain entities listed on Exhibit A attached hereto, together with any guarantors who deliver guarantees to Lender as additional collateral for the Obligations subsequent to the date hereof."
 - c. The definition of "Mortgage" set forth in Section 1.01 (Definitions) of the Loan Agreement is hereby deleted in its entirety and replace with the following:

"**Mortgage**" shall mean, collectively, those certain mortgages and deeds of trust dated as of the date hereof in favor of Lender as further described on Exhibit B attached hereto, together with any mortgages and deeds of trust delivered to Lender subsequent to the date hereof as additional collateral for the Obligations, **all** with respect to the Property."
 - d. The following definition of "Property" is hereby added to Section 1.01 (Definitions) of the Loan Agreement:

"**Property**" shall mean the collectively the properties set forth on Exhibit C hereto together with any additional properties that are encumbered by Mortgages delivered to Lender subsequent to the date hereof."
 4. Simultaneously with the execution of this Agreement, Borrower shall deliver, or cause to be delivered, to Lender (i) a principal paydown in the amount of \$25,000.00 (the "Paydown Amount"); and (ii) a fully executed, original Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing with respect to the same property encumbered by the Original Mortgage (the "**New Mortgage**"), which New Mortgage will be held in escrow by Lender in accordance with an Escrow Agreement by and between Lender, Borrower and Walnut **Hill** Plaza Associates, LLC. Upon receipt of the Paydown Amount and the New Mortgage, Lender shall cause an original, executed release of the Original Mortgage to be delivered to Borrower or its designee.
 5. All of the other terms and conditions of the Loan Documents shall remain the same and in full force and effect, except as specifically amended herein. Borrower hereby reaffirms
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the Note, the Mortgage, the Loan Agreement and the other Loan Documents, and acknowledges that Borrower has no setoffs, counterclaims or defenses to any of the Loan Documents.

6. Any default by Borrower in any of the covenants herein made shall, at the option of Lender, or its successors and assigns, constitute an Event of Default under the Loan Documents entitling Lender, or its successors or assigns, to any or all of the other remedies it or they may have thereunder.
 7. All of the Borrower Collateral (as defined in the Loan Agreement) and the Collateral (as defined in the Mortgage) shall remain in all respects subject to the lien, charge and encumbrance of the Loan Agreement and Mortgage, as the case may be, and nothing herein contained and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of the Loan Agreement and Mortgage, as the case may be or the priority thereof over all liens, charges or encumbrances, except as expressly provided herein.
 8. This Agreement shall be binding upon Borrower and any subsequent owner of the Collateral or any part thereof (provided, however, that any provisions against sale or transfer contained in the Mortgage shall remain in full force and effect) and shall be binding and inure to the benefit of Lender, its successors and assigns, including any subsequent holder of the Mortgage or the Loan Documents.
 9. BORROWER, AND ANY SUBSEQUENT ENDORSER, GUARANTOR OR OTHER ACCOMMODATION MAKER, EACH HEREBY WAIVE PRESENTMENT, DEMAND FOR PAYMENT AND NOTICE OF DISHONOR, TOGETHER WITH ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION WITH RESPECT TO THE NOTE, THE MORTGAGE, THE LOAN AGREEMENT, THE OTHER LOAN DOCUMENTS OR THIS AGREEMENT AND AS TO ANY ISSUES ARISING RELATING TO THE NOTE, THE MORTGAGE, THE LOAN AGREEMENT, THE OTHER LOAN DOCUMENTS OR THIS AGREEMENT.
 10. All of the other terms and conditions of Guaranty and Environmental Indemnity shall remain the same and in full force and effect, except as specifically amended herein. Each Guarantor hereby consents to the terms of this Agreement and reaffirm his obligations under Guaranty and the Environmental Indemnity, agree that such Guaranty and Environmental Indemnity continue to be binding and enforceable obligations of the Guarantor, and acknowledge that Borrower has no setoffs, counterclaims or defenses to any of the Guaranty or Environmental Indemnity.
 11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same Agreement.
 12. This Agreement shall be governed and construed by and interpreted in accordance with the laws of the State of Virginia, without regard to conflict of law provisions thereof.
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13. As a material inducement to Lender to enter into this Agreement, Borrower and Guarantor hereby acknowledge, admit, and agree that, as of the date hereof, there exist no rights of offset, defense, counterclaim, claim, or objection in favor of Borrower or Guarantor against Lender with respect to the Note, the Loan Agreement or any of the other Loan Documents, or alternatively, that any and all such rights of offset, defense, counterclaim, claim, or objection which they may have or claim, of any nature whatsoever, whether known or unknown, are hereby expressly and irrevocably waived and released. Borrower and Guarantor hereby release and forever discharge Lender, its directors, officers, employees, administrators, subsidiaries, affiliates, attorneys, agents, successors, and assigns from any and all rights, claims, demands, actions, causes of action, suits, proceedings, agreements, contracts, judgments, damages, debts, costs, expenses, promises, agreements, duties, liabilities, or obligations, whether in law or in equity, known or unknown, choate or inchoate, which they had, now have, or hereafter may have, arising under or in any manner relating to, whether directly or indirectly, the Note, the Loan Agreement, any other Loan Document or any transaction contemplated by any Loan Document or this Agreement, from the beginning of time until the date of full execution and delivery hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed, sealed and delivered the day and year first above written.

LENDER:

REVERE HIGH YIELD FUND, LP, a Delaware limited partnership

By: Revere GP, LP, its General Partner

By: Revere Capital Corp.

Its: General Partner

By: /s/ Clark Briner

Name: Clark Briner

Its: Sole Shareholder

BORROWER:

By: Wheeler Real Estate Investment Trust, Inc.,

WHEELER REIT, L.P., a Virginia limited

a Maryland corporation,

By: Its general partner partnership

By: /s/ Jon S. Wheeler

Jon S. Wheeler

its Chief Executive Officer

GUARANTOR:

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

By: /s/ Jon S. Wheeler

Jon S. Wheeler

its Chief Executive Officer

**BORROWER'S CERTIFICATION REGARDING LOAN EXTENSION AND GUARANTOR'S
REAFFIRMATION OF OBLIGATIONS UNDER GUARANTY**

In connection with that certain loan (the "**Loan**") made by **REVERE HIGH YIELD FUND, LP**, a Delaware limited partnership having an office at 2000 McKinney Avenue, Suite 2125, Dallas, Texas 75201 (the "**Lender**") to **WHEELER REIT, L.P.**, a Virginia limited partnership having an office and place of business located at 2529 Virginia Beach Boulevard, Virginia Beach, Virginia 23452 (the "**Borrower**"), evidenced by, among other things, that certain Term Loan and Security Agreement dated as of April 8, 2016, as subsequently amended (the "**Loan Agreement**"); the Borrower hereby represents, warrants and certifies to Lender as of this 3rd day of May, 2018 as follows in connection with Borrower's request to extend the Maturity Date (as defined in the Loan Agreement) for one (1) period of two (2) weeks to May 15, 2018:

1. All submissions by Borrower to Lender supporting Borrower's request to extend the Maturity Date are accurate in all material respects.
 2. Borrower is not in default under any of the Loan Documents (as defined in the Loan Agreement).
 3. The representations made by the Borrower and the Guarantor in the Loan Documents are true as of the date hereof.
 4. There have been no material adverse changes to the financial condition of the Borrower or any Guarantor.
 5. Borrower confirms that the Loan Agreement and the Loan Documents will continue to be binding and enforceable obligations of Borrower in accordance with the terms thereof.
-

IN WITNESS WHEREOF, Borrower has caused this certificate to be executed 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,

By: Its general partner

By: /s/ David Kelly

Name: David Kelly

its Chief Executive

Officer

By executing this certificate in the space provided below, the parties below (collectively and individually, jointly and severally, the "**Guarantor**") reaffirm their obligations under that certain that certain Environmental Indemnity Agreement dated as of April 8, 2016 in favor of Lender and their respective guaranties dated as of April 8, 2016 in favor of Lender all delivered in connection with the Loan Agreement and reaffirm that such Environmental Indemnity Agreement and guaranties continue to be binding and enforceable obligations of Guarantor, as applicable.

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

By: /s/ David Kelly

David Kelly

Chief Executive Officer

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HARBOR POINT ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

NORTHPOINTE INVESTORS, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

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LYNNHAVEN PARKWAY ASSOCIATES, LLC, a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

RIVERSEDGE OFFICE ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

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DF I-CARROLLTON, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

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SURREY PLAZA ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

JENKS PLAZA ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

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LAGRANGE ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

DF I-COURTLAND, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

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DF I-MOYOCK II, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

WD-III ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

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WHLR-BERKLEY, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

WHLR-LASKIN ROAD, LLC ,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

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LUMBER RIVER ASSOCIATES, LLC a Virginia limited partnership

By: Lumber River Management, LLC, a Virginia limited partnership
Its: Managing Member

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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TUCKERNUCK ASSOCIATES, LLC,
a Virginia limited liability company

by: Wheeler REIT, L.P.,
a Virginia limited partnership,
its sole member and its member manager

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

By /s/ David Kelly
David Kelly,
its Chief Executive Officer

WHLR-BROOK RUN PROPERTY, LLC,
a Virginia limited liability company

By /s/ David Kelly
David Kelly,
its Chief Executive Officer