
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): August 8, 2018 (December 21, 2017)

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.

On August 7, 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 Amendment”), to the Amended and Restated Credit Agreement, dated December 21, 2017 (the “Loan Agreement”) with KeyBank National Association (“KeyBank”). The Letter Amendment amends certain provisions of the Loan Agreement, including clause (v) of the definition of “Gross Asset Value” to the aggregate amount of all cash and Cash Equivalents of Borrower and its Subsidiaries as of the date of determination (Cash equivalents, Borrower and Subsidiaries are defined in the Loan Agreement). The Letter Amendment amends and restates the definition of Total Commitment to provide for an extension of the requirement to reduce the outstanding borrowings under the facility from fifty-eight million nine hundred two thousand two hundred fifty and 41/100 dollars (\$58,902,250.41) to fifty-two million five hundred thousand and 00/100 dollars (\$52,500,000) upon the earlier of: (i) the refinance of the Pending Refinance Properties (as defined in the Loan Agreement) or (ii) by August 23, 2018. Additionally, the Letter Agreement provides for a reduction in the Minimum Consolidated Fixed Charge Coverage Ratio as defined in Section 9.2 of the Loan Agreement to not less than one point zero (1.0 to 1.0) at any date of determination, determined based on information for the most recent (2) quarters annualized. In addition, the Liquidity Covenant set forth in section 9.5 of the Loan Agreement was reduced from five million and 00/100 dollars (\$5,000,000) to three million five hundred thousand and 00/100 dollars (\$3,500,000) at all times. Pursuant to the Letter Amendment the Company and KeyBank agree WHLR-Shoppes at Myrtle Park, LLC and WHLR-South Lake Pointe, LLC shall continue to be included in the calculation of the Borrowing Base Availability (as defined in the Loan Agreement).

As set forth in the Letter Amendment, the Company and KeyBank anticipate that upon the closing of the refinance of the Pending Refinance Properties (as defined in the Loan Agreement) there will exist an approximate two million eight hundred ninety thousand and 00/100 (\$2,890,000) over advance (the “Overadvance”) on the Borrowing Base Availability (as defined in the Loan Agreement) and agree that the Company shall have (provided no Event of Default (as defined in the Loan Agreement) shall otherwise occur) a period through October 31, 2018 to repay such Overadvance or otherwise properly balance the Borrowing Base Availability.

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 Amendment is qualified in its entirety by reference to the full text of the Letter Amendment, 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](#) [Letter Amendment to the Amended and Restated Credit Agreement dated August 7, 2018.](#)

EXHIBIT INDEX

<u>Number</u>	<u>Description of Exhibit</u>
<u>10.1</u>	<u>Letter Amendment to the Amended and Restated Credit Agreement dated August 7, 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: August 8, 2018

As of August 7, 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 December 21, 2017 by and among Agent, the Lenders, Borrower and the Guarantors (as same has been amended from time to time, the "**Loan Agreement**"). *Capitalized terms used herein 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 waive or modify certain provisions of the Loan Agreement, and the Agent and the Lenders have so agreed to do so as provided below:

Accordingly, the Agent, the Lenders, Borrower and the Guarantors hereby agree as follows, effective as of July 1, 2018:

1. The definition of "Gross Asset Value" is hereby amended by deleting clause (v) thereof and replacing same with the following:

“(v) the aggregate amount of all cash and Cash Equivalents of Borrower and its Subsidiaries as of the date of determination.”
 2. The definition of "Total Commitment" is hereby amended and restated in its entirety to read as follows:

“§Total Commitment. As of the date of this Agreement, the Total Commitment is \$58,902,250.41, such Total Commitment to reduce on a pro rata basis to \$52,500,000 upon the earlier of: (i) the refinance of the Pending Refinance Properties or (ii) August 23, 2018. The Total Commitment may increase in accordance with §2.11 or decreased in accordance with §2.4.”
 3. Section 9.2 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“§9.2 Minimum Consolidated Fixed Charge Coverage Ratio. The REIT’s Consolidated Fixed Charge Coverage Ratio shall not be less than 1.0 to 1.0 at any date of determination, determined based on information for the most recent two (2) quarters annualized.”
 4. Section 9.5 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:
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“Liquidity. The unrestricted cash and Cash Equivalents of the REIT plus immediately available funds under this Agreement must equal at least Three Million Five Hundred Thousand Dollars (\$3,500,000) at all times.”

5. Following the closing of the refinance of the Pending Refinance Properties, it is anticipated that there will exist an approximately \$2,890,000.00 over advance (the “Overadvance”) on the Borrowing Base Availability; the Agent and the Lenders hereby agree that the Borrower shall have (provided no Event of Default shall otherwise occur) a period through October 31, 2018 to repay such Overadvance or otherwise properly balance the Borrowing Base Availability; nothing contained herein shall be deemed constitute a waiver of the Agent’s and the Lenders’ rights and remedies should any further over-advance occur.
 6. The Agent and the Lenders acknowledge and agree that the Collateral Properties owned by WHLR-SHOPPES AT MYRTLE PARK and WHLR-SOUTH LAKE POINTE, LLC, shall continue to be included in the calculation of the Borrowing Base Availability, notwithstanding that the subject Collateral Properties no longer constitutes Eligible Real Estate due to the dark status of the prior Major Tenant at each such Collateral Property. 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.
 7. 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 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

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]

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]

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]

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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]

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