

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.

Letter
Amendment
to the
Amended
and Restated
10.1 Credit
Agreement
dated
August 7,
2018.

EXHIBIT INDEX

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