

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
Date of Report (Date of Earliest Event Reported): December 17, 2021

Hines Global Income Trust, Inc.

(Exact name of registrant as specified in its charter)

Commission file number: 000-55599

Maryland

*(State or other jurisdiction of incorporation
or organization)*

80-0947092

(I.R.S. Employer Identification No.)

2800 Post Oak Boulevard
Suite 5000
Houston, Texas

(Address of principal executive offices)

77056-6118

(Zip code)

(888) 220-6121

(Registrant's telephone number, including area code)

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation 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))

Securities registered pursuant to Section 12(b) of the Act: None.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

The information discussed under Item 2.03 of this Current Report on Form 8-K is incorporated by reference into this Item 1.01.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On December 17, 2021, HGIT Properties LP (the “Operating Partnership”), a majority-owned subsidiary and the operating partnership of Hines Global Income Trust, Inc. (the “Company”), and Hines Interests Limited Partnership (“Hines”) entered into a Fifth Amendment to Uncommitted Loan Agreement (the “Fifth Amendment”), pursuant to which the uncommitted loan agreement dated October 2, 2017, by and between the Operating Partnership and Hines, as amended (the “Hines Credit Facility”), was amended to extend the termination date for a period of up to one additional year. As amended, the Hines Credit Facility will terminate on the earlier to occur of (a) the termination of the availability period as determined by Hines at its discretion (which will not impact the maturity date of any outstanding or previously approved advance under the Hines Credit Facility); (b) December 31, 2022; and (c) the date Hines accelerates the repayment of the Hines Credit Facility pursuant to any event of default. There were no other material changes to the terms of the Hines Credit Facility. Hines is the sponsor of the Company.

The above description of the Fifth Amendment is a summary and is qualified in its entirety by the Fifth Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein. Further information about the Hines Credit Facility, as amended, can be found in the Company’s Current Reports on Form 8-K filed with the Securities and Exchange Commission (“SEC”) on October 3, 2017 and December 6, 2017.

Item 8.01 Other Items.

Extended and Renewed Advisory Agreement

The Company, the Operating Partnership and HGIT Advisors LP (the "Advisor") are parties to that certain Amended and Restated Advisory Agreement, dated as of December 6, 2017 (the “Advisory Agreement”). The Advisory Agreement had an initial term of one year, and may be renewed for an unlimited number of successive one-year terms. On December 15, 2021, the Company’s board of directors, including the independent directors, approved the renewal of the Advisory Agreement for an additional one-year term and the Advisor agreed to the renewal, extending the term of the agreement to December 31, 2022.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Fifth Amendment to Uncommitted Loan Agreement, dated as of December 17, 2021, by and between HGIT Properties, LP, as borrower, and Hines Interests Limited Partnership, as lender.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Hines Global Income Trust, Inc.

December 17, 2021

By: /s/ A. Gordon Findlay
Name: A. Gordon Findlay
Title: Chief Accounting Officer, Treasurer
and Secretary

FIFTH AMENDMENT TO UNCOMMITTED LOAN AGREEMENT

THIS FIFTH AMENDMENT TO UNCOMMITTED LOAN AGREEMENT (this "Amendment") dated effective as of December 17, 2021 (the "Effective Date"), is by and between HGIT PROPERTIES LP (f/k/a Hines Global REIT II Properties LP), a Delaware limited partnership, as the borrower ("Borrower"), and HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, as the lender and its successors and assigns ("Lender").

PRELIMINARY STATEMENT. Lender and Borrower have entered into that certain Uncommitted Loan Agreement dated as of October 2, 2017, as amended by that certain First Amendment to Uncommitted Loan Agreement, dated as of November 30, 2017, as further amended by that certain Second Amendment to Uncommitted Loan Agreement, dated as of December 13, 2018, as further amended by that that certain Third Amendment to Uncommitted Loan Agreement, dated as of December 11, 2019, as further amended by that that certain Fourth Amendment to Uncommitted Loan Agreement, dated as of December 8, 2020 (as amended, the "Loan Agreement"). All capitalized terms defined in the Loan Agreement and not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. The Lender and the Borrower have agreed to amend the Loan Agreement to the extent set forth herein to extend the facility.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The definition of "Termination Date", in Section 1.1 of the Loan Agreement, is hereby amended and restated in its entirety to provide:

""Termination Date" shall mean the earlier to occur of (i) the termination of the Availability Period pursuant to Section 3.3, (ii) December 31, 2022 and (iii) the date the Lender accelerates the repayment of the Loan pursuant to Section 8.2."

2. The Borrower hereby represents and warrants to the Lender that after giving effect to the execution and delivery of this Amendment: (a) the representations and warranties set forth in the Loan Agreement are true and correct on the date hereof as though made on and as of such date, and (b) no Event of Default, or event which with passage of time, the giving of notice or both would become an Event of Default, has occurred and is continuing as of the date hereof.
3. The Borrower further acknowledges that each of the other Loan Documents is in all other respects ratified and confirmed, and all of the rights, powers and privileges created thereby or thereunder are ratified, extended, carried forward and remain in full force and effect except as the Loan Agreement is amended by this Amendment.
4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute but one and the same agreement.
5. This Amendment shall be included within the definition of "Loan Documents" as used in the Agreement.

6. THIS AMENDMENT, THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AMENDMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AMENDMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS. HIS WRITTEN AMENDMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE A "LOAN AGREEMENT" AS DEFINED IN SECTION 26.02(a) OF THE TEXAS BUSINESS & COMMERCE CODE, AND REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment to be executed effective as of the Effective Date.

BORROWER:

HGIT PROPERTIES LP,
a Delaware limited partnership

By: Hines Global Income Trust, Inc.,
a Maryland corporation,
its general partner

By: /s/ Janice E. Walker
Name: Janice E. Walker
Title: Chief Operating Officer

LENDER:

HINES INTERESTS LIMITED PARTNERSHIP,
a Delaware limited partnership

By: /s/ Keith Montgomery
Keith Montgomery
Senior Managing Director/
Chief Financial Officer