

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): June 29, 2015

Hines Global REIT, Inc.

Exact name of registrant as specified in its charter)

<u>Maryland</u> (State or other jurisdiction of incorporation)	<u>000-53964</u> (Commission File Number)	<u>26-3999995</u> (I.R.S. Employer Identification No.)
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<u>2800 Post Oak Blvd, Suite 5000, Houston, Texas</u> (Address of principal executive offices)	<u>77056-6118</u> (Zip Code)
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Registrant's telephone number, including area code: (888) 220-6121

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))

Item 1.01 Entry into a Material Definitive Agreement.

The disclosure required by this item is included in Item 2.03 of this Current Report on Form 8-K and is 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.

On June 29, 2015, Hines Global REIT Properties, L.P. (the “Operating Partnership”), a majority-owned subsidiary of Hines Global REIT, Inc. (“Hines Global” and, together with its subsidiaries, the “Company”), entered into an Amended and Restated Credit Agreement (the “Credit Agreement”) with the lenders party hereto, including, but not limited to, JPMorgan Chase Bank, N.A. (“Chase”), as Administrative Agent, J.P. Morgan Europe Limited, as Administrative Agent for Foreign Currencies, Bank of America, N.A., as Syndication Agent, U.S. Bank National Association, Bank of Montreal, Chicago Branch and Regions Bank, as Co-Documentation Agents, and J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Joint Bookrunners and Joint Lead Arrangers, providing for borrowings denominated in U.S. dollars, British pounds sterling, Euros, Australian dollars or Canadian dollars. The Credit Agreement amends and restates the Operating Partnership’s original credit agreement with Chase, entered into on April 13, 2012 and previously amended on December 14, 2012 and May 22, 2013.

The Credit Agreement provides for borrowings up to \$425.0 million under a senior, unsecured revolving credit facility (the “Revolving Loan Commitment”) and \$495.0 million under a senior, unsecured term loan (the “Term Loan Commitment”), which we refer to collectively as the Revolving Credit Facility. The borrowings under the Revolving Loan Commitment may be denominated in U.S. dollars, British pounds sterling, Euros, Australian dollars or Canadian dollars with aggregate foreign currency commitments constituting up to \$400.0 million of the maximum amount available under the Revolving Loan Commitment. Pending future commitments and subject to certain conditions, the maximum aggregate borrowings under the Revolving Credit Facility could be increased to up to \$1.25 billion. The Revolving Credit Facility has a maturity date of June 29, 2019. The Company may elect to extend the maturity by one-year, subject to certain conditions. As of June 29, 2015, we had \$495.0 million outstanding under the Term Loan Commitment and \$300.0 million outstanding under the Revolving Loan Commitment.

Interest on the loans will be payable based on either (a) the Alternate Base Rate plus the Applicable Rate or (b) the Adjusted LIBO Rate plus the Applicable Rate, subject to the Company’s election. The Alternate Base Rate is equal to the greatest of: (a) the Prime Rate, (b) the Federal Funds Effective Rate plus 0.5%, or (c) the Adjusted LIBO Rate for a one month period plus 1.0%. The Adjusted LIBO Rate is equal to the LIBO Rate for the applicable interest period, as determined by Chase, multiplied by the Statutory Reserve Rate determined by the Board of Governors of the Federal Reserve System of the United States of America, provided that, with respect to borrowings denominated in a foreign currency, the Adjusted LIBO Rate will be equal to the LIBO Rate, the CDOR Rate or the Australian Bill Rate, depending on the currency borrowed. The Applicable Rate is based on the Company’s ratio of indebtedness to total asset value and will be determined as set forth in the Credit Agreement. The Applicable Rate will range from 0.45% to 2.25% depending on the ratio of indebtedness to total asset value and the type of loan.

The Credit Agreement contains customary events of default, with corresponding grace periods, including, without limitation, payment defaults, cross-defaults to other agreements evidencing indebtedness and bankruptcy-related defaults, and customary covenants, including limitations on the incurrence of debt and granting of liens. Additionally, the Credit Agreement places limits on the Company’s ability to make loans and invest in development projects, such that the Company’s investments in loans, development projects and certain other investments cannot exceed 25% of the Company’s total asset value. The Credit Agreement also requires the maintenance by the Company of certain ratios of indebtedness to total asset value, certain levels of debt service coverage, a minimum net worth and other certain unencumbered value and interest coverage ratios.

If any events of default occur and are not cured within the applicable grace periods or waived, the outstanding loans may be accelerated and the lenders’ commitments may be terminated. The occurrence of the bankruptcy-related defaults will result in the automatic termination of commitments and acceleration of the loans.

The Company and several of its affiliates have unconditionally guaranteed payment and performance of the Operating Partnership’s obligations under the Credit Agreement. The Company is required to maintain a pool of at least five properties that are unencumbered by debt and have an aggregate occupancy rate of more than 80%. International properties may comprise no more than 15% of the unencumbered pool.

Some of the lenders under the Credit Agreement and their affiliates have various relationships with the Company and its affiliates involving the provision of financial services, including cash management, investment banking and trust services. In addition, the Company and some of its affiliates may enter into foreign exchange and other derivative arrangements with certain of the lenders and their affiliates.

Statements in this Current Report on Form 8-K, including intentions, beliefs, expectations or projections relating to the availability of borrowings under the Revolving Credit Facility, are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements are based on current expectations and assumptions with respect to, among other things, future economic, competitive and market conditions and future business decisions that may prove incorrect or inaccurate. Important factors that could cause actual results to differ materially from those in the forward looking statements include the risks associated with Hines Global's ability to repay debt obligations under the Revolving Credit Facility when due and other risks described in the "Risk Factors" section of Hines Global's Annual Report on Form 10-K for the year ended December 31, 2014 and its other filings with the Securities and Exchange Commission.

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 REIT, Inc.

July 6, 2015

By: /s/ J. Shea Morgenroth
Name: J. Shea Morgenroth
Title: Chief Accounting Officer and Treasurer