

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):

September 22, 2014

Hines Global REIT II, Inc.

\_\_\_\_\_  
(Exact name of registrant as specified in its charter)

Maryland

\_\_\_\_\_  
(State or other jurisdiction of incorporation)

333-191106

\_\_\_\_\_  
(Commission File Number)

80-0947092

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

2800 Post Oak Blvd, Suite 5000, Houston, Texas

\_\_\_\_\_  
(Address of principal executive offices)

77056-6118

\_\_\_\_\_  
(Zip Code)

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**

### **Waiver of Asset Management Fee**

In accordance with the terms of the Advisory Agreement entered into between Hines Global REIT II, Inc. (the “Company”), Hines Global REIT II Properties LP and Hines Global REIT Advisors LP (the “Advisor”), the Company has agreed to pay a monthly asset management fee to the Advisor. However, on September 22, 2014, the Advisor agreed to waive the asset management fees otherwise payable to it for the quarter ended December 31, 2014, to the extent that the Company’s modified funds from operations for the quarter ended December 31, 2014, as disclosed in the Company’s Annual Report on Form 10-K for such year, amounts to less than 100% of the aggregate distributions declared to its stockholders for the quarter ended December 31, 2014. As a result of the waiver of these fees, if any, cash flows from operations that would have been paid to the Advisor for asset management fees may be available to pay distributions to stockholders. This fee waiver is not a deferral and accordingly, any fees that are waived will not be paid to the Advisor in cash at any time in the future.

## **Item 8.01 Other Items**

### **2014 Distributions and Special Stock Dividends**

The Company’s board of directors has authorized it to declare distributions for the period from October 1, 2014 through December 31, 2014. Distributions for shares of the Company’s Class A common stock (the “Class A Shares”) will be calculated based on stockholders of record each day in an amount equal to \$0.001575342 per share, per day. Distributions for shares of the Company’s Class T common stock (the “Class T Shares”) will be calculated based on stockholders of record each day in an amount equal to \$0.001315890 per share, per day. These distributions will be paid in cash or reinvested in shares of the Company’s common stock for those participating in the Company’s distribution reinvestment plan and will be paid or issued, respectively, on the first business day following the completion of the month to which they relate. Distributions reinvested pursuant to the distribution reinvestment plan will be reinvested in shares of the same class as the shares on which the distributions are being made. Some or all of the cash distributions may be paid from sources other than cash flows from operations.

In addition to the distributions described above, the Company’s board of directors has authorized special stock dividends as of daily record dates for the period from October 1, 2014 through December 31, 2014. Stock dividends for Class A Shares and Class T Shares will be calculated based on stockholders of record each day in an amount equal to 0.0000273973 of a share of common stock per share, per day. These stock dividends will be issued on January 1, 2015 in shares of the same class as the shares on which the stock dividends are being made.

## **Item 9.01 Financial Statements and Exhibits**

(d) Exhibits-

### **10.1 Waiver to Hines Global REIT II Advisory Agreement**

Statements in this Current Report on Form 8-K, including intentions, beliefs, expectations or projections relating to the timing and payment of distributions, 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 described in the Company’s 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 II, Inc.

September 24, 2014

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

## Exhibit Index

<b>Exhibit No.</b>	<b>Description</b>
10.1	Waiver to Hines Global REIT II Advisory Agreement

**WAIVER  
TO HINES GLOBAL REIT II ADVISORY AGREEMENT**

THIS WAIVER TO HINES GLOBAL REIT II ADVISORY AGREEMENT (this "Waiver") is executed by Hines Global REIT II Advisors LP, a Texas limited partnership (the "Advisor"), as of the 22nd day of September, 2014, to be effective as provided herein below. Reference is hereby made to that certain Advisory Agreement, dated as of August 15, 2014 (the "Advisory Agreement"), among Hines Global REIT II Properties, LP, a Delaware limited partnership (the "Company"), the Advisor, and Hines Global REIT II, Inc., a Maryland corporation. All capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Advisory Agreement.

WHEREAS, Section 9.02 of the Advisory Agreement provides that the Company shall pay to the Advisor asset management fees equal to 0.0625% of the cost of our real estate investments as of the end of the applicable month (in addition to the reimbursements for all expenses as provided in Article 10 of the Advisory Agreement);

WHEREAS, effective October 1, 2014 until December 31, 2014, the Advisor has offered to waive its right to receive any of the asset management fees payable by the Company each month under Section 9.02 to the extent that, and only to the extent that, the Company's "Modified Funds from Operations" (as calculated and disclosed in the Company's annual report filed with the U.S. Securities and Exchange Commission) ("MFFO") for the quarter ending December 31, 2014, amounts to less than 100% of the aggregate distributions to the Company's stockholders declared for the quarter; and

WHEREAS, the Board accepted the offer from the Advisor, and the Advisor now desires to document its waiver of the asset management fees provided by Section 9.02 of the Advisory Agreement as stated above.

NOW THEREFORE, the Advisor hereby agrees as follows:

1. Effective from October 1, 2014 until December 31, 2014, the Advisor hereby waives its rights under Section 9.02 of the Advisory Agreement to receive the asset management fees to the extent, and only to the extent that, the Company's MFFO for the quarter ending December 31, 2014, amounts to less than 100% of the aggregate distributions to the Company's stockholders declared for the quarter. For the avoidance of doubt, the reimbursements and other fees provided for in Article 10 of the Advisory Agreement shall not be reduced or altered in any manner by this Waiver, and this Waiver shall only be effective until December 31, 2014, at which time the full 0.0625% asset management fee shall again be payable and resume on January 1, 2015; provided that the Advisory Agreement is still in effect and has not been terminated or superseded by another agreement among the parties.

2. The Advisor agrees that, except as expressly modified by this Waiver, the Advisory Agreement shall remain in full force and effect as modified by this Waiver. This Waiver shall not be a waiver of any other section or provision of the Advisory Agreement. This Waiver shall be governed by and construed in accordance with the laws of the State of Texas, without regard to that body of law pertaining to choice of laws or conflict of laws.

This Waiver to Hines Global REIT II Advisory Agreement is hereby executed as of the date first set forth above to be effective as provided herein above.

<sup>1</sup> Provided that, if the board of directors of Hines Global REIT II, Inc. has determined an estimated net asset value per share, then, with respect to the real estate investments included in the boards of directors' determination, the asset management fees will be equal to 0.0625% per month of the most recently determined value of such real estate investments at the end of the applicable month (rather than the cost of such real estate investments).

HINES GLOBAL REIT II ADVISORS LP

By: Hines Global REIT II Advisors GP LLC,  
its general partner

By: /s/ Sherri W. Schugart

\_\_\_\_\_  
Sherri W. Schugart

Manager