

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 4, 2015

Hines Global REIT II, Inc.

(Exact name of registrant as specified in its charter)

Commission file number: 333-191106

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))

Item 1.01 Entry into a Material Definitive Agreement

On July 8, 2015, Hines Global REIT II, Inc. (“Hines Global II”), through a wholly-owned subsidiary of its operating partnership, entered into a contract with LV Eastern, LLC (the “Seller”) to acquire the Domain Apartments, a multi-family community located in Henderson, Nevada (as amended on August 7, 2015 and August 21, 2015, the “Contract”). On September 10, 2015, Hines Global II filed a Current Report on Form 8-K regarding the termination of the Contract and the refund of the deposit made by Hines Global II pursuant to the Contract. As a result of further negotiations between Hines Global II and the Seller, on December 4, 2015, Hines Global II, through a wholly-owned subsidiary of its operating partnership, entered into a third amendment to and reinstatement of the Contract with the Seller, which reinstated the Contract and amended certain of the terms in the Contract, as described below. The Seller is not affiliated with Hines Global II or its affiliates.

The contract purchase price for the Domain Apartments is \$58.2 million, exclusive of transaction costs and working capital reserves. Hines Global II expects to fund the acquisition using proceeds from its public offering, a secured mortgage from a third-party and its credit facility with Hines Interests Limited Partnership. Hines Global II expects the closing of this acquisition to occur during the first quarter of 2016, subject to a number of closing conditions. Hines Global II funded a \$1.5 million earnest money deposit on December 7, 2015. There is no guarantee that this acquisition will be consummated nor that third-party financing will be obtained and Hines Global II’s deposit may not be refunded in such event.

The Domain Apartments community was constructed in 2014 and consists of 308 units that are currently 95% leased.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

- 10.1 Real Estate Purchase Agreement, dated as of July 8, 2015, by and between Hines Global REIT II 891 Coronado LLC and LV Eastern, LLC (filed as Exhibit 10.1 to the registrant’s Current Report on Form 8-K filed on July 14, 2015 and incorporated by reference herein)
- 10.2 First Amendment to Real Estate Purchase Agreement, dated as of August 7, 2015, by and between Hines Global REIT II 891 Coronado LLC and LV Eastern, LLC
- 10.3 Second Amendment to Real Estate Purchase Agreement, dated as of August 21, 2015, by and between Hines Global REIT II 891 Coronado LLC and LV Eastern, LLC
- 10.4 Third Amendment to and Reinstatement of Real Estate Purchase Agreement, dated as of December 4, 2015, by and between Hines Global REIT II 891 Coronado LLC and LV Eastern, LLC

Statements in this Current Report on Form 8-K, including intentions, beliefs, expectations or projections relating to the acquisition and funding sources for the same described herein, 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, tenant performance, 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 II’s ability to obtain third-party financing and to consummate the acquisition and other risks described in Hines Global II’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.

December 10, 2015

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

Exhibit Index

Exhibit No.	Description
10.1	Real Estate Purchase Agreement, dated as of July 8, 2015, by and between Hines Global REIT II 891 Coronado LLC and LV Eastern, LLC (filed as Exhibit 10.1 to the registrant's Current Report on Form 8-K filed on July 14, 2015 and incorporated by reference herein)
10.2	First Amendment to Real Estate Purchase Agreement, dated as of August 7, 2015, by and between Hines Global REIT II 891 Coronado LLC and LV Eastern, LLC
10.3	Second Amendment to Real Estate Purchase Agreement, dated as of August 21, 2015, by and between Hines Global REIT II 891 Coronado LLC and LV Eastern, LLC
10.4	Third Amendment to and Reinstatement of Real Estate Purchase Agreement, dated as of December 4, 2015, by and between Hines Global REIT II 891 Coronado LLC and LV Eastern, LLC

FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made as of August 7, 2015 by and between Hines Global REIT II 891 Coronado LLC, a Delaware limited liability company or its permitted assigns ("Buyer"), on the one hand, and LV Eastern, LLC, a Nevada limited liability company ("Seller")

WHEREAS, the Parties entered into that certain Real Estate Purchase Agreement dated as of July 8, 2015 ("Agreement"), with respect to the purchase and sale of certain improved real property commonly known as "The Domain Apartments", as more particularly described in the Agreement. Capitalized terms used but not otherwise defined herein shall have the same meaning as ascribed for such terms in the Agreement.

WHEREAS, the Parties now desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth in the Agreement and as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Approval Date. The "Approval Date" as defined in Section 2B of the Agreement is hereby amended and is extended to 5:00 p.m. Pacific Time, August 21, 2015.

2. Binding Effect. Except as specifically provided in this Amendment, the terms and provisions of the Agreement, as modified herein, remain in full force and effect and is hereby ratified by Seller and Buyer.

3. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, via mail, or via any other means.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this First Amendment as of the date first indicated above.

SELLER: LV EASTERN, LLC,
a Nevada limited liability company

By: /s/ Kenneth M. Woolley
Name: Kenneth M. Woolley
Its: Manager

BUYER: HINES GLOBAL REIT II 891 CORONADO LLC,
a Delaware limited liability company

By: /s/ David Steinbach
Name: David Steinbach
Its: Manager

SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this "Amendment") is made as of August 21, 2015 by and between Hines Global REIT II 891 Coronado LLC, a Delaware limited liability company ("Buyer") and LV Eastern, LLC, a Nevada limited liability company ("Seller").

WHEREAS, the parties entered into that certain Real Estate Purchase Agreement dated as of July 8, 2015 (the "Original Agreement") as amended by that certain First Amendment to Real Estate Purchase Agreement dated August 7, 2015 (the "First Amendment" and together with the Original Agreement, the "Amended Agreement"), with respect to the purchase and sale of certain improved real property commonly known as "The Domain Apartments", as more particularly described in the Original Agreement. Capitalized terms used but not otherwise defined herein shall have the same meaning as ascribed to such terms in the Original Agreement; and

WHEREAS, the parties now desire to amend the Amended Agreement pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth in the Amended Agreement and as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Approval Date. The "Approval Date" as defined in Section 2B of the Original Agreement, as amended by the First Amendment, is hereby further amended and is extended to 5:00 p.m. Pacific Time, September 4, 2015.

2. Closing Date. The Closing Date, as defined in Section 2 of the Original Agreement, is hereby reaffirmed to be thirty (30) days after the Approval Date, subject to Buyer's right to extend the Closing Date for up to thirty (30) additional days as set forth in Section 2 of the Original Agreement.

3. Effect. Except as specifically provided in this Amendment, the terms and provisions of the Amended Agreement, as modified herein, remain in full force and effect and the Amended Agreement is hereby ratified by Seller and Buyer.

4. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, via mail, or via any other means.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first indicated above.

SELLER: LV EASTERN, LLC,
a Nevada limited liability company

By: /s/ Kenneth M. Woolley
Name: Kenneth M. Woolley
Its: Manager

BUYER: HINES GLOBAL REIT II 891 CORONADO LLC,
a Delaware limited liability company

By: /s/ David Steinbach
Name: David Steinbach
Its: Manager

**THIRD AMENDMENT
TO AND REINSTATEMENT OF
REAL ESTATE PURCHASE AGREEMENT**

This Third Amendment to and Reinstatement of Real Estate Purchase Agreement (this “**Amendment**”), dated as of December 4, 2015 (the “**Effective Date**”), is made by and between LV Eastern, LLC, a Nevada limited liability company (“**Seller**”), and Hines Global REIT II 891 Coronado LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS

A. Seller and Buyer have previously entered into that certain Real Estate Purchase Agreement, dated as of July 8, 2015, as amended by that certain First Amendment to Real Estate Purchase Agreement dated August 7, 2015 and as further amended by that certain Second Amendment to Real Estate Purchase Agreement dated August 21, 2015 (collectively, the “**Purchase Agreement**”), pursuant to which Seller had agreed to sell to Buyer, and Buyer had agreed to purchase from Seller, the Property (as defined in the Purchase Agreement). Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

B. In accordance with Section 2B of the Purchase Agreement, Buyer elected to terminate the Purchase Agreement by notice delivered to Seller prior to 5:30 p.m. Pacific time on September 4, 2015. Since then, Seller and Buyer have continued their negotiations and now desire to reinstate the Purchase Agreement, as modified in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and each in consideration of the duties, covenants and obligations of the other hereunder, Seller and Buyer hereby agree as follows:

1. **Recitals**. The parties hereby confirm the accuracy of the foregoing Recitals which are incorporated herein by this reference.

2. **Reinstatement**. The parties agree that the Purchase Agreement is hereby reinstated. The effect of the reinstatement shall be that in all respects the Purchase Agreement shall be treated as never having been terminated, but shall be modified hereby. The escrow, as provided in Section 2 of the Purchase Agreement, shall be re-established with the Title Company to handle the purchase and sale of the Property and Buyer shall deposit immediately available funds of One Million Five Hundred Thousand Dollars (\$1,500,000) with the Title Company within three (3) business days after the Effective Date.

3. **Purchase Price**. The Purchase Price shall be amended to be Fifty-Eight Million Two Hundred Thousand Dollars (\$58,200,000).

4. **Extension of Approval Date.** The Approval Date (as defined in the Purchase Agreement), and Buyer's right to terminate the Purchase Agreement pursuant to Section 2B thereof, are hereby extended until 5:30 p.m. Pacific time on December 8, 2015.

5. **Closing Date.** The Closing Date shall be amended to be January 7, 2016; provided that Buyer may extend the Closing Date, pursuant to and in accordance with Section 2 of the Purchase Agreement, in which event the Closing Date shall be February 8, 2016.

6. **Title Contingency.** Seller shall cause the Title Company to issue to Buyer, no later than 5:30 p.m. Pacific time on December 8, 2015, a pro forma ALTA Owner's Policy of Title Insurance insuring Buyer's title to the Property (the "**Pro Forma**"). Notwithstanding anything to the contrary set forth in the Purchase Agreement or herein to the contrary, as an additional condition precedent to Closing and to Buyer's obligations under the Purchase Agreement, the Title Company shall commit (conditioned only on the receipt of the title insurance premium, including the cost of endorsements) to issue, at or promptly following Closing, an ALTA Owner's Policy of Title Insurance in the same form as the Pro Forma in all material respects including, without limitation, taking no additional exceptions thereto and including the same endorsements as the Pro Forma.

7. **Board Approval.** Subject to satisfaction of the conditions set forth in the Purchase Agreement and this Amendment, by execution of this Amendment, Buyer warrants that it had obtained all necessary corporate approvals to proceed to close the transaction contemplated by the Purchase Agreement and this Amendment.

8. **Entire Agreement.** This Amendment is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter contained in this Amendment, and supersedes all prior understandings with respect thereto. This Amendment may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument, signed by the party to be charged or by its agent duly authorized in writing.

9. **No Other Modification.** Except as modified hereby, the Purchase Agreement shall continue in full force and effect without modification.

10. **Counterparts.** To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original, faxed or electronic mail (in .PDF or similar file) signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed agreement. All such fully executed original, faxed or electronic mail (in .PDF or similar file) counterparts will collectively constitute a single agreement, and such signatures will be binding upon the party sending the signature by such electronic means when sent.

11. **Governing Law.** This Amendment shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

SELLER:

LV EASTERN, LLC,
a Nevada limited liability company

By: /s/ Martin Egbert
Name: Martin Egbert
Its: Manager

BUYER:

HINES GLOBAL REIT II 891 CORONADO LLC,
a Delaware limited liability company

By: /s/ David Steinbach
Name: David Steinbach
Its: Manager