

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 12, 2016

**Hines Global REIT II, 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))

**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 12, 2016, Hines Global REIT II, Inc. (“Hines Global II”) entered into the First Amendment to Uncommitted Loan Agreement (the “First Amendment”) with Hines Interests Limited Partnership (“Hines”) pursuant to which the Uncommitted Loan Agreement (the “Uncommitted Loan Agreement”) dated December 15, 2014, by and between Hines Global II and Hines was amended to extend the termination date for a period of up to one additional year. As amended, the Uncommitted Loan Agreement will terminate on the earlier 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 Uncommitted Loan Agreement); b) December 15, 2017; and c) the date Hines accelerates the repayment of the Uncommitted Loan Agreement pursuant to any event of default. Hines is the sponsor of Hines Global II.

The above description of the First Amendment is a summary and is qualified in its entirety by the First 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 Uncommitted Loan Agreement can be found in Hines Global II’s Current Report on Form 8-K filed on December 19, 2014.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

- 10.1 First Amendment to Uncommitted Loan Agreement, dated as of December 12, 2016, by and between Hines Global REIT II, Inc., as borrower, and Hines Interests Limited Partnership, as lender
- 10.2 Uncommitted Loan Agreement, dated as of December 15, 2014, by and between Hines Global REIT II, Inc., as borrower, and Hines Interests Limited Partnership, as lender (filed as Exhibit 10.2 to Hines Global REIT II, Inc.’s Current Report on Form 8-K filed on December 19, 2014 and incorporated by reference herein)

## 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 16, 2016

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

## Exhibit Index

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FIRST AMENDMENT TO UNCOMMITTED LOAN AGREEMENT

THIS FIRST AMENDMENT TO UNCOMMITTED LOAN AGREEMENT (this “**Amendment**”) dated effective as of December 12, 2016 (the “**Effective Date**”), is by and between HINES GLOBAL REIT II, INC., a Maryland corporation, 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 an Uncommitted Loan Agreement dated as of December 15, 2014 (as amended, the “**Loan Agreement**”). The “**Agreement**”, as used in the Loan Agreement, shall also refer to the Loan Agreement as amended by this Amendment. 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 15, 2017 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.**

**THIS 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.

*[Remainder of Page Left Intentionally Blank]*

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

**BORROWER:**

**HINES GLOBAL REIT II, INC.,**  
a Maryland corporation

By: /s/ Ryan T. Sims  
Name: Ryan T. Sims  
Title: Chief Financial Officer and Secretary

**LENDER:**

**HINES INTERESTS LIMITED PARTNERSHIP,**  
a Delaware limited partnership

By: Hines Holdings, Inc.,  
a Texas corporation,  
its general partner

By: /s/ Keith Montgomery  
Keith Montgomery  
Senior Vice President