

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): March 3, 2020

Hines Global REIT, Inc.  
\_\_\_\_\_  
(Exact name of registrant as specified in its charter)

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

\_\_\_\_\_  
000-53964  
(Commission File Number)

\_\_\_\_\_  
26-3999995  
(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))

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 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 March 3, 2020, 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 a second amendment (the “Amendment”), to the Amended and Restated Credit Agreement (the “Credit Agreement”) among the Operating Partnership and the lenders and guarantors party thereto, including, but not limited to, JPMorgan Chase Bank, National Association (“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, providing for borrowings denominated in U.S. dollars, British pounds sterling, or Euros.

The primary purpose of the Amendment was to (i) reduce the revolving loan borrowing capacity from \$500 million to \$200 million and (ii) to exercise the Company’s first six-month extension of the maturity date from March 4, 2020 to September 4, 2020.

As amended by the Amendment, the Credit Agreement provides for borrowings up to \$200.0 million under a senior, unsecured revolving credit facility (the “Revolving Loan Commitment”). The borrowings under the Revolving Loan Commitment may be denominated in U.S. dollars, British pounds sterling, or Euros with aggregate foreign currency commitments constituting up to \$100.0 million of the maximum amount available under the Revolving Loan Commitment. The Revolving Loan Commitment has a maturity date of September 4, 2020. The Company may elect to extend the maturity by two additional six-month extensions, subject to certain conditions. As of March 9, 2020, the Company had no outstanding commitments under the Revolving Loan Commitment. Additionally, Hines Global has two mortgages outstanding related to its remaining properties. These mortgages are expected to be repaid upon the sale of the properties in the coming months.

The description above is a summary and is qualified in its entirety by the Credit Agreement, which is filed as Exhibit 10.1 to this report and is incorporated herein by reference, as amended by the first amendment to the Credit Agreement, which is filed as Exhibit 10.2 to this report and is incorporated herein by reference, and as amended by the second amendment to the Credit Agreement, which is filed as Exhibit 10.3 to this report and is incorporated herein.

## Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

<b>Exhibit No.</b>	<b>Description</b>
10.1	Amended and Restated Credit Agreement, dated as of June 29, 2015, among Hines Global REIT Properties, L.P. and the Lenders and Guarantors party thereto, JP Morgan Chase Bank, National Association, as Administrative Agent, J.P. Morgan Europe Limited, as Administrative Agent for Foreign Currencies, Bank of America, N.A., as Syndication Agent, and Bank of Montreal, Chicago Branch, Regions Bank and U.S. Bank National Association, as Co-Documentation Agents, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Joint Bookrunners and Joint Lead Arrangers (filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q on August 13, 2015 and incorporated by reference herein)
10.2	Amendment to Credit Agreement, dated as of March 4, 2019, by and among Hines Global REIT Properties, L.P., HGR Bellevue REIT Holdings LLC, and the Lenders and Guarantors party thereto, JP Morgan Chase Bank, National Association, as Administrative Agent, J.P. Morgan Europe Limited, as Administrative Agent for Foreign Currencies, Bank of America, N.A., as Syndication Agent, and Bank of Montreal, Chicago Branch, Regions Bank and U.S. Bank National Association, as Co-Documentation Agents, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Joint Bookrunners and Joint Lead Arrangers (filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K on March 8, 2019 and incorporated by reference herein)
10.3	Amendment to Credit Agreement, dated as of March 3, 2020, by and among Hines Global REIT Properties, L.P. and the Lenders party thereto, JP Morgan Chase Bank, National Association, as Administrative Agent, J.P. Morgan Europe Limited, as Administrative Agent for Foreign Currencies, Bank of America, N.A., as Syndication Agent, and Bank of Montreal, Chicago Branch, Regions Bank and U.S. Bank National Association, as Co-Documentation Agents, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Joint Bookrunners and Joint Lead Arrangers.

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, forecasts and assumptions that involve risks and uncertainties that could cause actual outcomes and results to differ materially. Forward-looking statements generally can be identified by the use of words or phrases such as "anticipate," "believe," "estimate," "expect," "intend," "plan," "will," or similar words or phrases intended to identify information that is not historical in nature. These risks and uncertainties include, without limitation, unanticipated difficulties or expenditures and the Company's inability to meet the terms and conditions for borrowing under the Credit Agreement or extending its term. For a further list and description of such risks and uncertainties, see the reports filed by the Company with the Securities and Exchange Commission, including the Company's most recent annual report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K. Any forward-looking statement speaks only as of the date of this report. The Company disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information or developments, future events or otherwise.

## 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.

March 9, 2020

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

## AMENDMENT TO CREDIT AGREEMENT

THIS AMENDMENT TO CREDIT AGREEMENT, hereinafter referred to as this “Amendment”, dated as of March 3, 2020, is made and entered into by and among HINES GLOBAL REIT PROPERTIES LP, a Delaware limited partnership (“Borrower”), the guarantors (“Guarantors”) signatories hereto, the financial institutions (“Lenders”) which are now or may hereafter become signatories hereto, and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (“JPMorgan”), as administrative agent for the Lenders (in such capacity, “Agent”).

## WITNESSETH:

WHEREAS, Borrower, Agent, Lenders and certain other persons have entered into an Amended and Restated Credit Agreement dated as of June 29, 2015 (as amended by Amendment to Credit Agreement dated as of March 4, 2019, the “Credit Agreement”); and

WHEREAS, Borrower has exercised its first extension option and requested that the Credit Agreement and the other Loan Documents be amended in certain other respects, and Agent and Lenders have approved such request;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, representations and warranties herein set forth, and for other good and valuable consideration, Borrower, Guarantors, Agent and Lenders do hereby agree as follows:

Section 1. Capitalized terms used herein that are defined in the Credit Agreement shall have the same meanings when used herein unless otherwise defined herein.

Section 2. Borrower requested that the aggregate Revolving Loan Commitments be decreased to \$200,000,000.00 pursuant to Section 2.09(b) of the Credit Agreement, effective as of February 6, 2020. The aggregate Revolving Loan Commitments are \$200,000,000.00.

Section 3. Borrower requested that the aggregate Foreign Currency Commitments and the Foreign Currency Sublimit be decreased to \$100,000,000.00, as of February 6, 2020. The Credit Agreement is hereby amended to provide that, as of February 6, 2020, (a) the aggregate Dollar Equivalent of the Lenders’ Foreign Currency Commitments and the Foreign Currency Sublimit are each \$100,000,000.00, and (b) the Foreign Currency Commitments shall not be adjusted ratably if the Revolving Loan Commitments are increased or decreased but shall never exceed the aggregate Revolving Loan Commitments.

Section 4. The Credit Agreement is hereby amended as follows:

- (a) Section 1.01 is hereby amended to add the following definitions and, if already defined, to amend the following definitions in their entirety:

“Affected Financial Institution” means (a) any EEA Financial Institution or  
(b) any UK Financial Institution.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Maturity Date” means September 4, 2020, as the same may be extended in accordance with Section 2.22.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that

person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

(b) Section 9.16 is hereby amended in its entirety to read as follows:

SECTION 9.16 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 5. Borrower represents and warrants that, except as qualified in this Section, (a) the representations and warranties contained in Article III of the Credit Agreement are true and correct in all material respects on and as of the date hereof as though made on and as of such date, and (b) all of the conditions for extension of the Maturity Date set forth in Section 2.22 of the Credit Agreement have been satisfied. The representations and warranties set forth in Article III of the Credit Agreement are qualified as follows: attached hereto as Exhibit A is an updated list of all Subsidiaries of the REIT to replace the existing Schedule 3.13. Borrower hereby certifies that no event has occurred and is continuing which constitutes an Event of Default under the Credit Agreement or which upon the giving of notice or the lapse of time or both would constitute such an Event of Default.

Section 6. Except as expressly amended hereby, the Credit Agreement and the other Loan Documents shall remain in full force and effect. The Credit Agreement, as hereby amended, and all rights and powers created thereby or thereunder and under the other Loan Documents are in all respects ratified and confirmed and remain in full force and effect.

Section 7. The term “Credit Agreement” as used in the Credit Agreement, the other Loan Documents or any other instrument, document or writing furnished to Agent or Lenders by Borrower shall mean the Credit Agreement as hereby amended.

Section 8. This Amendment (a) shall be binding upon Borrower, Guarantors, Agent and Lenders and their respective successors and assigns (provided, however, no party may assign its rights hereunder except in accordance with the Credit Agreement); (b) may be modified or amended only in accordance with the Credit Agreement; (c) shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America; (d) may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement; and (e) embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, consents and understandings relating to such subject matter. Borrower and Guarantors each hereby releases, discharges and acquits forever Agent, Lenders and their respective officers, directors, trustees, agents, employees and counsel (in each case, past, present and future) from any and all Claims existing as of the date of actual execution hereof by the applicable person or entity. As used herein, the term “Claim” shall mean any and all liabilities, claims, defenses, demands, actions, causes of action, judgments, deficiencies, interest, liens, costs or expenses (including but not limited to court costs, penalties, attorneys’ fees and disbursements, and amounts paid in settlement) of any kind and character whatsoever, arising directly or indirectly from the loan evidenced by the Credit Agreement, including but not limited to claims for usury, breach of contract, breach of commitment, negligent misrepresentation or failure to act in good faith, in each case whether now known or unknown, suspected or unsuspected, asserted or unasserted or primary or contingent, and whether arising out of written documents, unwritten undertakings, course of conduct, tort, violations of laws or regulations or otherwise.

Section 9. THIS AMENDMENT AND ALL OTHER LOAN DOCUMENTS EXECUTED BY ANY OF THE PARTIES BEFORE OR SUBSTANTIALLY CONTEMPORANEOUSLY WITH THE EXECUTION HEREOF TOGETHER CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH 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.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their respective duly authorized officers, effective as of the date first set forth herein.

HINES GLOBAL REIT PROPERTIES LP

By: Hines Global REIT, Inc.,  
General Partner

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

GUARANTORS:

HINES GLOBAL REIT, INC.,  
a Maryland corporation

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

HINES GLOBAL REIT 4875 TOWN CENTER LLC,  
a Delaware limited liability company

By: /s/ A. Gordon Findlay  
Name: A. Gordon Findlay  
Title: Manager

HINES GLOBAL REIT 2615 MED CENTER  
PARKWAY LLC,  
a Delaware limited liability company

By: /s/ A. Gordon Findlay  
Name: A. Gordon Findlay  
Title: Manager

HINES GLOBAL REIT SAN ANTONIO RETAIL I LP,  
a Delaware limited partnership

By: Hines Global REIT San Antonio Retail I GP LLC,  
a Delaware limited liability company,  
Its: General Partner

By: /s/ A. Gordon Findlay  
Name: A. Gordon Findlay  
Title: Manager

HINES GLOBAL REIT MARLBOROUGH  
CAMPUS I LLC,  
a Delaware limited liability company

By: /s/ A. Gordon Findlay  
Name: A. Gordon Findlay  
Title: Manager

GALLERIA PARKING RAMP, LLC,  
a Minnesota limited liability company

By: Hines Global REIT Minnesota Retail I LLC,  
a Delaware limited liability company,  
Sole Member

By: /s/ A. Gordon Findlay  
Name: A. Gordon Findlay  
Title: Manager

GALLERIA SHOPPING CENTER, LLC,  
a Minnesota limited liability company

By: Hines Global REIT Minnesota Retail I LLC,  
a Delaware limited liability company,  
Sole Member

By: /s/ A. Gordon Findlay  
Name: A. Gordon Findlay  
Title: Manager

HINES GLOBAL REIT MINNESOTA RETAIL I LLC,  
a Delaware limited liability company

By: /s/ A. Gordon Findlay  
Name: A. Gordon Findlay  
Title: Manager

Signature page to Amendment Agreement with Hines Global REIT Properties LP

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, individually and as Administrative  
Agent

By: /s/ Elizabeth Johnson

Name: Elizabeth Johnson

Title: Executive Director

Signature page to Amendment Agreement with Hines Global REIT Properties LP

BANK OF AMERICA, N.A.

By: /s/ Cody Canafax

Name: Cody Canafax

Title: Assistant Vice President

Signature page to Amendment Agreement with Hines Global REIT Properties LP

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Patrick Trowbridge

Name: Patrick Trowbridge

Title: Senior Vice President

Signature page to Amendment Agreement with Hines Global REIT Properties LP

BANK OF MONTREAL, CHICAGO BRANCH

By: /s/ Patricia Henning

Name: Patricia Henning

Title: Vice President

Signature page to Amendment Agreement with Hines Global REIT Properties LP

REGIONS BANK

By: /s/ Brian Busch

Name: Brian Busch

Title: Vice President



Signature page to Amendment Agreement with Hines Global REIT Properties LP

COMERICA BANK

By: /s/ John Kamerman

Name: John Kamerman

Title: Vice President

Signature page to Amendment Agreement with Hines Global REIT Properties LP

ZIONS BANCORPORATION, N.A. d/b/a  
AMEGY BANK

By: /s/ Mandy Negrete

Name: Mandy Negrete

Title: Vice President

Signature page to Amendment Agreement with Hines Global REIT Properties LP

MUFG UNION BANK, N.A.

By: /s/ Dov Weinstein

Name: Dov Weinstein

Title: Director

Signature page to Amendment Agreement with Hines Global REIT Properties LP

CITIZENS BANK, NATIONAL ASSOCIATION

By: /s/ Michael Browne

Name: Michael Browne

Title: Senior Vice President

Signature page to Amendment Agreement with Hines Global REIT Properties LP

EASTERN BANK

By: /s/ Jared H. Ward

Name: Jared H. Ward

Title: Senior Vice President

Signature page to Amendment Agreement with Hines Global REIT Properties LP

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,

By: /s/ Ricky Nahal

Name: Ricky Nahal

Title: Vice President

Signature page to Amendment Agreement with Hines Global REIT Properties LP

TRUIST BANK, successor by merger to  
SUNTRUST BANK

By: /s/ Joseph Pella

Name: Joseph Pella

Title: Senior Vice President

## EXHIBIT A

### Schedule 3.13

<u>Name</u>	<u>Jurisdiction of Organization</u>
Hines Global REIT Properties LP	Delaware
Hines-Laser UK Venture I S.Á.R.L. (Lux)	Luxembourg
Hines Global REIT Hock Plaza I LLC	Delaware
Hines Global REIT Southpark Center II GP LLC	Delaware
Hines Global REIT Southpark Center II LP	Delaware
Hines Global REIT 50 South Sixth LLC	Delaware
HGR International Investment Manager LLC	Delaware
Hines Global REIT Moscow Holdings I LLC	Delaware
Finmos Ltd.	Cyprus
Dolorous Ltd.	Cyprus
ZAO FM Logistic (SEVO)	Russia
Hines Global REIT Moscow Holdings II LLC	Delaware
Fibersoft Limited	Cyprus
Maxrange Limited	Cyprus
OOO Gogolevsky 11	Russia
Hines Global REIT 250 Royall LLC	Delaware
Hines Global REIT Marlborough Campus I LLC	Delaware
Hines Global REIT Marlborough Campus II LLC	Delaware
Hines Global REIT Marlborough Holdings LLC	Delaware
Hines Global REIT Services Holdings, Inc.	Delaware
Hines Global REIT 100/140 Fourth Ave Services, Inc.	Delaware
Hines Global REIT Marlborough Campus Services, Inc.	Delaware
Hines Global REIT Ashford Bridge Lender LLC	Delaware
Hines Global REIT Ashford Equity LLC	Delaware
Hines Global REIT Ashford Lender LLC	Delaware
Hines Global REIT One Waterwall Partner LLC	Delaware
Hines One Waterwall Holdings LP	Delaware
Hines One Waterwall GP LLC	Texas
Hines One Waterwall LP	Texas
Hines Global REIT Debt Fund Services, Inc.	Delaware
Hines Global REIT Debt Fund Holdings LLC	Delaware
Hines Global REIT Poland Finco LLC	Delaware
Hines Global REIT Poland Logistics Holdings I LLC	Delaware
HGR Poland Holdings GP LLC	Delaware
HGR Vienna Holdings LP	Delaware
HGR Trajan Holdings LP	Delaware
HGR Nero Holdings LP	Delaware
Piran Investments Sp. z o.o.	Poland
Piran Investments Sp. z o.o. Geneva SJ	Poland
Piran Investments Sp. z o.o. Titus SJ	Poland



Piran Investments Sp. z o.o. Trajan SJ	Poland
Piran Investments Sp. z o.o. Hadrian SJ	Poland
Eaglestone Sp. z o.o. Vienna SJ	Poland
Hines Global REIT Australia Holdco LLC	Delaware
Hines Global REIT Australia Holdings Trust	Australia
Hines Global REIT Brookes Trust	Australia
Hines Global REIT 550 Terry Francois LP	Delaware
Hines Global REIT 550 Terry Francois GP LLC	Delaware
Hines Global REIT Minnesota Retail I LLC	Delaware
Galleria Shopping Center LLC	Minnesota
Hines Global REIT Ann Trust	Australia
Ponce & Bird Miami Development LLC	Delaware
Hines Ponce & Bird Holdings LP	Delaware
Hines Global REIT Ponce & Bird Partner LLC	Delaware
Hines Global REIT Siemensstrase 7 LLC	Delaware
Hines Global REIT Victoria Trust	Australia
Galleria Parking Ramp LLC	Minnesota
GREIT European Holdings II LLC	Delaware
One Westferry Circus S.a.r.l	Luxembourg
Global REIT Westferry HoldCo S.a.r.l	Luxembourg
Hines Global REIT 1 Westferry Holdings LLC	Delaware
Eaglestone sp. z o. o.	Poland
Hines Global REIT Riverside Center LLC	Delaware
Hines Global REIT Riverside Services, Inc.	Delaware
Hines Global REIT Campus Playa Vista LP	Delaware
Hines Global REIT Campus Playa Vista GP LLC	Delaware
Hines Global REIT Playa Services, Inc.	Delaware
Global REIT PD S.a.r.l.	Luxembourg
GREIT France 1	Paris
SCI GREIT Paris 1	Paris
GREIT ICR Services Inc.	Delaware
ICR Services S.a.r.l.	Luxembourg
PD ICR	Nanterre
Hines Global REIT 4875 Town Center LLC	Delaware
Hines Global REIT 2615 Med Center Parkway LLC	Delaware
Hines Global REIT 2300 Main Street LP	Delaware
Hines Global REIT 2300 Main Street GP LLC	Delaware
Hines Global REIT 55M Street LLC	Delaware
Hines Global REIT San Anotonio Retail I GP LLC	Delaware
Hines Global REIT San Anotonio Retail I LP	Delaware
Hines Global REIT Cabot Square Holdings LLC	Delaware
Global REIT Cabot Square HoldCo S.a.r.l.	Luxembourg
Cabot Square Retail S.a.r.l.	Luxembourg
25 Cabot Square S.a.r.l.	Luxembourg
Hines Global REIT Bourke Trust	Australia
Hines Global REIT Summit Services Inc.	Delaware

Albelia Holdings Limited  
NC Office sp. z o.o  
NCDP sp. z o.o  
HGR Bellevue REIT Holdings, LLC

Cyprus  
Poland  
Poland  
Delaware