
Section 1: 8-K (8-K)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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): August 2, 2018

Strategic Realty Trust, Inc.

(Exact name of Registrant specified in its Charter)

Maryland
(State or other jurisdiction of
incorporation or organization)

000-54376
(Commission File Number)

90-0413866
(IRS Employer
Identification No.)

66 Bovet Road, Suite 100
San Mateo, California, 94402
(Address of Principal Executive Offices, including Zip Code)

Registrant's telephone number, including area code: (650) 343-9300

(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

On August 2, 2018, Strategic Realty Trust, Inc. (the “Company”), Strategic Realty Operating Partnership, LP, the Company’s operating partnership, and SRT Advisor, LLC, the Company’s external advisor, entered into the Sixth Amendment to the Advisory Agreement (the “Advisory Agreement Amendment”). The Advisory Agreement Amendment provides that the Advisor shall not be required to reimburse to the Company any operating expenses incurred during a given period that exceed the applicable limit on “Total Operating Expenses” (as defined in the Advisory Agreement) to the extent that such excess operating expenses are incurred as a result of certain unusual and non-recurring factors approved by the Company’s board of directors, including some related to the execution of the Company’s investment strategy as directed by the Company’s board of directors. There are no excess expenses in 2018 year to date. The Advisory Agreement Amendment also renews the term of the Advisory Agreement for an additional 10 months through August 9, 2019. In all other material respects, the terms of the Advisory Agreement remain unchanged. A copy of the Sixth Amendment to the Advisory Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Sixth Amendment to the Advisory Agreement

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.

STRATEGIC REALTY TRUST, INC.

Dated: August 3, 2018

By: /s/ Andrew Batinovich
Andrew Batinovich
Chief Executive Officer

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Section 2: EX-10.1 (EXHIBIT 10.1)

SIXTH AMENDMENT

TO

ADVISORY AGREEMENT

AMONG

STRATEGIC REALTY TRUST, INC.

STRATEGIC REALTY OPERATING PARTNERSHIP, LP,

AND

SRT ADVISOR, LLC

THIS SIXTH AMENDMENT TO THE ADVISORY AGREEMENT ("SIXTH AMENDMENT"), dated as of August 2nd, 2018 (the "Effective Date") is entered into by and among Strategic Realty Trust Inc., a Maryland corporation (the "Company"), Strategic Realty Operating Partnership, LP, a Delaware limited partnership (the "Operating Partnership"), and SRT Advisor, LLC, a Delaware limited liability company (the "Advisor"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Advisory Agreement.

WITNESSETH

WHEREAS, the Company, the Operating Partnership and the Advisor entered into that certain Advisory Agreement dated as of August 10, 2013, which was amended by that certain First Amendment to Advisory Agreement dated as of July 15, 2014, that Second Amendment to Advisory Agreement dated as of August 3, 2015, that Third Amendment to Advisory Agreement dated as of July 19, 2016, and that Fourth Amendment to Advisory Agreement dated as of July 25, 2017, that Fifth Amendment to Advisory Agreement dated as of July 19, 2018 (as amended by this Sixth Amendment, the "Advisory Agreement") which by its current terms will expire on October 9, 2018;

WHEREAS, the Company, the Operating Partnership and the Advisor desire to amend the Advisory Agreement; and

WHEREAS, the parties hereto desire to renew the Advisory Agreement for an additional 10 months from October 10, 2018, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Advisory Agreement is hereby amended as follows:

1. Amendment of Section 12: Section 12 of the Advisory Agreement shall be deleted in its entirety and replaced as follows:

12. Reimbursement to the Advisor. The Company shall not reimburse the Advisor at the end of any fiscal quarter in which Total Operating Expenses for the four consecutive fiscal quarters then ended (the "Expense Year") exceed (the "Excess Amount") the greater of 2% of Average Invested Assets or 25% of Net Income (the "2%/25% Guidelines") for such year. Any Excess Amount paid to the Advisor during a fiscal quarter shall be repaid to the Company or, at the option of the Company, subtracted from the Total Operating Expenses reimbursed during the subsequent fiscal quarter. If there is an Excess Amount in any Expense Year and the Independent Directors determine that such excess was justified based on unusual and nonrecurring factors which they deem sufficient, then the Excess Amount may be carried over and included in Total Operating Expenses in subsequent Expense Years and reimbursed to the Advisor in one or more of such years, provided that there shall be sent to the Stockholders a written disclosure of such fact, together with an explanation of the factors the Independent Directors considered in determining that such excess expenses were justified. Such determination shall be reflected in the minutes of the meetings of the Board. All figures used in the foregoing computation shall be determined in accordance with GAAP applied on a consistent basis.

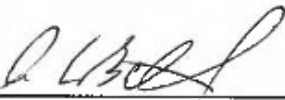
Pursuant to the findings of the Board of Directors, including all of the Independent Directors, with respect to certain unusual and non-recurring factors that may cause an Excess Amount, which factors were discussed in a meeting of the Board of Directors held on August 1, 2018 and which are detailed in an Exhibit to the Unanimous Written Consent of the Independent Directors of the Company dated August 2nd, 2018, the Advisor shall have no responsibility to reimburse the Company during the term of this Sixth Amendment for any Company expense on account of the 2%/25% Guidelines to the extent the Excess Amount is caused by such factors.

2. **Term:** The Advisory Agreement is hereby renewed for an additional term of 10 months, beginning on October 10, 2018.
3. Except as specifically set forth above, the Advisory Agreement shall remain unmodified, and in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment as of the date first above written.

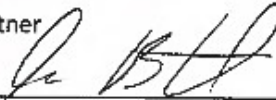
Strategic Realty Trust, Inc.

By: 

Andrew Batinovich, President

Strategic Realty Operating Partnership, L.P.

By: Strategic Realty Trust, Inc.

Its General Partner
By: 

Andrew Batinovich, President

SRT Advisor, LLC

By: 

G. Lee Burns, SVP



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