

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): April 5, 2019

COLONY CAPITAL, INC.

(Exact Name of Registrant as Specified in Its Charter)

Maryland
(State or Other Jurisdiction of
Incorporation or Organization)

001-37980
(Commission
File Number)

46-4591526
(I.R.S. Employer
Identification No.)

515 S. Flower Street, 44th Floor
Los Angeles, California

(Address of principal executive offices)

90071

(Zip Code)

Registrant's telephone number, including area code: **(310) 282-8820**

N/A

(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 (see General Instruction A.2. below):

- 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))
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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 April 5, 2019, Colony Capital Operating Company, LLC (the "Borrower"), a Delaware limited liability company and the operating company of Colony Capital, Inc. (the "Company"), entered into the Third Amendment (the "Amendment") to that certain Second Amended and Restated Credit Agreement, dated as of January 10, 2017 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, including pursuant to the First Amendment, dated as of January 12, 2018, and the Second Amendment, dated as of January 8, 2019, the "Credit Agreement"), with JPMorgan Chase Bank, N.A., as administrative agent, and the several lenders from time to time party thereto (the "Lenders"). The Amendment reduces the aggregate amount of revolving commitments available under the Credit Agreement from \$1 billion to \$750 million. The Amendment also provides that the Borrower's option to increase the borrowing commitments under the Credit Agreement (subject to one or more new or existing Lenders agreeing to provide such additional loan commitments and satisfaction of other customary conditions) is reduced from an aggregate maximum of \$1.5 billion to \$1.125 billion.

The maximum amount available for borrowing under the Credit Agreement at any time is limited by a borrowing base of certain investment assets, with the valuation of such investment assets generally determined according to a percentage of adjusted net book value or a multiple of base management fee EBITDA (as defined in the Credit Agreement). Pursuant to the Amendment, the valuation of such borrowing base is reduced from 100% to 90% at any time that the Consolidated Fixed Charge Coverage Ratio (as defined below) is less than 1.50 to 1.00.

In addition, the Amendment provides that the Borrower's EBITDA plus lease expenses to fixed charges for any period of four consecutive fiscal quarters (the "Consolidated Fixed Charge Coverage Ratio") shall not be less than (x) 1.50 to 1.00, for any fiscal quarter prior to the fiscal quarter ending March 31, 2019, or (y) 1.30 to 1.00, for the fiscal quarter ending March 31, 2019 and any fiscal quarter thereafter.

No other material terms of the Credit Agreement were changed.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.1.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 above is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
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<u>10.1</u>	<u>Third Amendment, dated as of April 5, 2019, among Colony Capital Operating Company, LLC, the Subsidiary Borrowers from time to time party thereto, the several lenders from time to time parties thereto and JPMorgan Chase Bank, N.A., as administrative agent</u>
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THIRD AMENDMENT

This Third Amendment, dated as of April 5, 2019 (this "Amendment"), to the Second Amended and Restated Credit Agreement dated as of January 10, 2017 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, including pursuant to the First Amendment, dated as of January 12, 2018, and the Second Amendment, dated as of January 8, 2019, the "Credit Agreement"), among COLONY CAPITAL OPERATING COMPANY, LLC (the "Parent Borrower"), the Subsidiary Borrowers from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Parent Borrower, the Lenders and the Administrative Agent are parties to the Credit Agreement, and the Parent Borrower has requested that the Credit Agreement be amended as set forth herein;

WHEREAS, as permitted by Section 10.1 of the Credit Agreement, the Administrative Agent and the Required Lenders are willing to agree to this Amendment upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms are used herein as defined in the Credit Agreement as amended hereby.

SECTION 2. Amendments to the Credit Agreement. Subject to the satisfaction of the conditions set forth in Section 3:

- (a) The cover page of the Credit Agreement is hereby amended by deleting "\$1,000,000,000" and inserting in lieu thereof "\$750,000,000".
- (b) Section 1.1 of the Credit Agreement is amended by adding the following new definitions, in appropriate alphabetical order, as follows:

“Applicable Percentage”: at any time (x) during the period from and after the Closing Date and prior to the Initial Revolving Termination Date 100% (or, if at any such time the Consolidated Fixed Charge Coverage Ratio is less than 1.50 to 1.00, 90%) and (y) during the period from and after the Initial Revolving Termination Date when the Parent Borrower has exercised an Extension Option, 90% (or, if at any such time the Consolidated Fixed Charge Coverage Ratio is less than 1.50 to 1.00, 81%).”

“Third Amendment Effective Date”: April 5, 2019.”

- (c) The definition of "Maximum Permitted Increase Amount" in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Maximum Permitted Increase Amount”: the amount by which (x) 150% of the Total Revolving Commitments in effect on the Third Amendment Effective Date exceeds (y) the Total Revolving Commitments in effect on the Third Amendment Effective Date.”

- (d) The initial clause of the definition of “Maximum Permitted Outstanding Amount” in Section 1.1 of the Credit Agreement, including subclauses (x) and (y) thereof, is hereby amended and restated in its entirety as follows:

“Maximum Permitted Outstanding Amount”: at any time, an amount that is equal to the Applicable Percentage of the sum of:”.

- (e) The definition of “Revolving Commitment” in Section 1.1 of the Credit Agreement is hereby amended by deleting the last sentence thereof and substituting in lieu thereof the following:

“The aggregate amount of Revolving Commitments on the Third Amendment Effective Date is \$750,000,000.”

- (f) Section 7.1(c) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Consolidated Fixed Charge Coverage Ratio. Permit the Consolidated Fixed Charge Coverage Ratio for any period of four consecutive fiscal quarters of the Parent Borrower to be less than (x) for any fiscal quarter prior to the fiscal quarter ending March 31, 2019, 1.50 to 1.00 or (y) for the fiscal quarter ending March 31, 2019 and any fiscal quarter thereafter, 1.30 to 1.00.”

- (g) Schedule 1.1A of the Credit Agreement is hereby amended and restated in its entirety as set forth in Annex I hereto.

SECTION 3. Conditions to Effectiveness of this Amendment. This Amendment shall become effective on the date on which the following conditions precedent have been satisfied or waived (the date on which such conditions shall have been so satisfied or waived, the “Third Amendment Effective Date”):

(a) The Administrative Agent shall have received a counterpart of this Amendment, executed and delivered by a duly authorized officer of the Parent Borrower and each Lender party hereto (who, for the avoidance of doubt, constitute Required Lenders).

(b) The Administrative Agent shall have received all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable and documented out-of-pocket fees and expenses of legal counsel), on or before the Third Amendment Effective Date.

(c) After giving effect to this Amendment (i) no Default or Event of Default shall have occurred and be continuing and (ii) each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects (or, if such representations and warranties are qualified by materiality, in all respects) on and as of such date as if made on and as of such date (except that any representations and warranties which

expressly relate to an earlier date shall be true and correct in all material respects (or, if such representations and warranties are qualified by materiality, in all respects) as of such earlier date).

(d) The Administrative Agent shall have received a certificate signed by a duly authorized officer of the Parent Borrower certifying that the conditions specified in clause (c) of this Section 3 have been satisfied as of the Third Amendment Effective Date.

SECTION 4. Representations and Warranties. On and as of the date hereof, the Parent Borrower hereby confirms, reaffirms and restates that, after giving effect to this Amendment (i) each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents are true and correct in all material respects (or, in the case of such representations and warranties qualified by materiality, in all respects) on and as of the date hereof as if made on and as of such date (except that any representations and warranties which expressly relate to an earlier date shall be true and correct in all material respects (or, in the case of such representations and warranties qualified by materiality, in all respects) as of such earlier date) and (ii) no Default or Event of Default shall have occurred or be continuing on the date hereof.

SECTION 5. Continuing Effect; No Other Amendments or Consents.

(a) Except as expressly provided herein, all of the terms and provisions of the Credit Agreement are and shall remain in full force and effect. The amendments provided for herein are limited to the specific subsections of the Credit Agreement specified herein and shall not constitute a consent, waiver or amendment of, or an indication of the Administrative Agent's or the Lenders' willingness to consent to any action requiring consent under any other provisions of the Credit Agreement or the same subsection for any other date or time period. Upon the effectiveness of the amendments set forth herein, on and after the Third Amendment Effective Date, each reference in the Credit Agreement to "this Agreement," "the Agreement," "hereunder," "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "Credit Agreement," "thereunder," "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby.

(b) The Parent Borrower and the other parties hereto acknowledge and agree that this Amendment shall constitute a Loan Document.

SECTION 6. Expenses. The Parent Borrower agrees to pay and reimburse the Administrative Agent for all its reasonable and documented out-of-pocket costs and expenses incurred in connection with the preparation and delivery of this Amendment, and any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable and documented out-of-pocket fees and disbursements of one counsel to the Administrative Agent in accordance with the terms in the Credit Agreement.

SECTION 7. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto (including by facsimile and electronic (e.g. ".pdf", or ".tif") transmission), each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument.

SECTION 8. Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each party hereto acknowledges and agrees that its submission of a signature page to this Amendment is irrevocable

and binding on such party and its respective successors and assigns even if such signature page is submitted prior to the effectiveness of any amendment contained herein.

SECTION 9. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

COLONY CAPITAL OPERATING COMPANY, LLC

By: /s/ Mark M. Hedstrom
Name: Mark M. Hedstrom
Title: Vice President

COLONY CAPITAL INVESTMENT HOLDCO, LLC

By: /s/ Mark M. Hedstrom
Name: Mark M. Hedstrom
Title: Vice President

Signature Page to Third Amendment

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and as a Lender

By: /s/ Matthew Griffith
Name: Matthew Griffith
Title: Executive Director

Signature Page to Third Amendment

BANK OF AMERICA, N.A., as a Lender

By: /s/ Dennis Kwan
Name: Dennis Kwan
Title: Senior Vice President

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BARCLAYS BANK PLC, as a Lender

By: /s/ Craig Malloy
Name: Craig Malloy
Title: Director

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MORGAN STANLEY SENIOR FUNDING, INC., as a Lender

By: /s/ Cindy Tse
Name: Cindy Tse
Title: Vice President

Signature Page to Third Amendment

CITIBANK, N.A., as a Lender

By: /s/ David Bouton

Name: David Bouton

Title: Authorized Signatory

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Bill O'Daly
Name: Bill O'Daly
Title: Authorized Signatory

By: /s/ Marc Zihlmann
Name: Marc Zihlmann
Title: Authorized Signatory

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DEUTSCHE BANK AG NEW YORK BRANCH, as a Lender

By: /s/ Virginia Cosenza
Name: Virginia Cosenza
Title: Vice President

By: /s/ Ming K Chu
Name: Ming K Chu
Title: Director

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KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Tyrel Regnier
Name: Tyrel Regnier
Title: Assistant Vice President

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UBS AG, Stamford Branch, as a Lender

By: /s/ Darlene Arias

Name: Darlene Arias

Title: Director

By: /s/ Housseem Daly

Name: Housseem Daly

Title: Associate Director

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CIT Bank, N.A., as a Lender

By: /s/ Bryan Cavalier
Name: Bryan Cavalier
Title: Managing Director

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TAIWAN BUSINESS BANK, as a Lender

By: /s/ Shenn-Bao Jean
Name: SHENN-BAO JEAN
Title: General Manager

Signature Page to Third Amendment

Schedule 1.1A

Commitments