

Section 1: 8-K (FORM 8-K)

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): **June 21, 2019**

Global Net Lease, Inc.

(Exact Name of Registrant as Specified in Charter)

Maryland

(State or other jurisdiction
of incorporation)

001-37390

(Commission File Number)

45-2771978

(I.R.S. Employer
Identification No.)

405 Park Avenue, 3rd Floor
New York, New York 10022

(Address, including zip code, of Principal Executive Offices)

Registrant's telephone number, including area code: (212) 415-6500

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:

<u>Title of each class</u>	<u>Trading Symbols</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.01 par value	GNL	New York Stock Exchange
7.25% Series A Cumulative Redeemable Preferred Stock, \$0.01 par value	GNL PR A	New York Stock Exchange

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.

Amendments to Equity Distribution Agreements

On June 21, 2019, Global Net Lease, Inc. (the “Company”) entered into an amendment (the “Common Stock EDA Amendment”) to the Equity Distribution Agreement dated February 28, 2019, as amended on May 9, 2019 (the “Common Stock Equity Distribution Agreement”) among the Company and Global Net Lease Operating Partnership, L.P. (the “Operating Partnership”), on the one hand, and UBS Securities LLC, Robert W. Baird & Co. Incorporated, Capital One Securities, Inc., Mizuho Securities USA LLC, B. Riley FBR, Inc., KeyBanc Capital Markets Inc., BMO Capital Markets Corp., BBVA Securities Inc., SMBC Nikko Securities America, Inc. Stifel, Nicolaus & Company, Incorporated and Ladenburg Thalmann & Co. Inc. solely for the purpose of revising the list of agents in the Company’s “at the market” equity offering program for its common stock named in the Common Stock Equity Distribution Agreement to remove UBS Securities LLC and Robert W. Baird & Co. Incorporated.

On June 21, 2019, the Company also entered into an amendment (the “Preferred Stock EDA Amendment”) to the Equity Distribution Agreement dated March 23, 2018 (the “Preferred Stock Equity Distribution Agreement,” and together with the Common Stock Equity Distribution Agreement, the “Agreements”) among the Company and the Operating Partnership, on the one hand, and Ladenburg Thalmann & Co. Inc., BMO Capital Markets Corp. and B. Riley FBR, Inc. solely for the purpose of revising the list of agents in the Company’s “at the market” equity offering program for its 7.25% Series A Cumulative Redeemable Preferred Stock named in the Preferred Stock Equity Distribution Agreement to include D.A. Davidson & Co.

Copies of the Common Stock EDA Amendment and the Preferred Stock EDA Amendment are filed as Exhibits 1.1 and 1.2, respectively, to this Current Report on Form 8-K, and the description of the material terms of the Common Stock EDA Amendment and the Preferred Stock EDA Amendment in this Item 1.01 is qualified in its entirety by reference to the Common Stock EDA Amendment and the Preferred Stock EDA Amendment, which are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<u>1.1</u>	<u>Amendment No. 2, dated as of June 21, 2019, to Equity Distribution Agreement, dated February 28, 2019, by and among Global Net Lease, Inc., Global Net Lease Operating Partnership, L.P., UBS Securities LLC, Robert W. Baird & Co. Incorporated, Capital One Securities, Inc., Mizuho Securities USA LLC (formerly known as Mizuho Securities USA Inc.), B. Riley FBR, Inc., KeyBanc Capital Markets Inc., BMO Capital Markets Corp., BBVA Securities Inc., SMBC Nikko Securities America, Inc., Stifel, Nicolaus & Company, Incorporated, and Ladenburg Thalmann & Co. Inc.</u>
<u>1.2</u>	<u>Amendment No. 1, dated as of June 21, 2019, to Equity Distribution Agreement, dated March 23, 2018, by and among Global Net Lease, Inc., Global Net Lease Operating Partnership, L.P. and Ladenburg Thalmann & Co., BMO Capital Markets Corp., B. Riley FBR, Inc. and D.A. Davidson & Co.</u>

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.

Global Net Lease, Inc.

Date: June 21, 2019

By: /s/ James L. Nelson

Name: James L. Nelson

Title: *Chief Executive Officer and President*

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Section 2: EX-1.1 (EXHIBIT 1.1)

Exhibit 1.1

GLOBAL NET LEASE, INC.

AMENDMENT NO. 2 TO EQUITY DISTRIBUTION AGREEMENT

June 21, 2019

UBS Securities LLC
1285 Avenue of the Americas
New York, New York 10019

Robert W. Baird & Co. Incorporated
1775 Tysons Boulevard, Suite 1400
McLean, VA 22102

Capital One Securities, Inc.
299 Park Avenue, 14th Floor
New York, NY 10171

Mizuho Securities USA LLC
320 Park Avenue, 12th Floor
New York, NY 10022

B. Riley FBR, Inc.
299 Park Avenue, 21st Floor
New York, New York 10171

KeyBanc Capital Markets Inc.
127 Public Square, 4th Floor,
Cleveland, Ohio 44114

BMO Capital Markets Corp.
3 Times Square, 25th Floor
New York, New York 10036

BBVA Securities Inc.
1345 Avenue of the Americas, 44th Floor
New York, New York 10105

SMBC Nikko Securities America, Inc.
277 Park Avenue
New York, New York 10172

Stifel, Nicolaus & Company, Incorporated
501 North Broadway, 10th Floor
Saint Louis, Missouri 63102

Ladenburg Thalmann & Co. Inc.
277 Park Avenue, 26th Floor
New York, New York 10172

Ladies and Gentlemen:

Reference is made to the Equity Distribution Agreement, dated as of February 28, 2019, as amended on May 9, 2019 (the “*Agreement*”), by and among Global Net Lease, Inc., a Maryland corporation (the “*Company*”), and Global Net Lease Operating Partnership, L.P., a Delaware limited partnership (the “*Operating Partnership*”), on the one hand, and UBS Securities LLC, Robert W. Baird & Co. Incorporated, Capital One Securities, Inc., Mizuho Securities USA LLC, B. Riley FBR, Inc., KeyBanc Capital Markets Inc., BMO Capital Markets Corp., BBVA Securities Inc., SMBC Nikko Securities America, Inc. Stifel, Nicolaus & Company, Incorporated and Ladenburg Thalmann & Co. Inc. (together with the Company and the Operating Partnership, the “*Parties*”) related to the issuance and sale of the Company’s common stock, par value \$0.01 per share, pursuant to the terms thereof. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

In connection with the foregoing, the Parties wish to amend the Agreement through this Amendment No. 2 to the Equity Distribution Agreement (this “*Amendment*”) to terminate the participation of UBS Securities LLC, and Robert W. Baird & Co. Incorporated (collectively, the “*Prior Agents*”) as agents in the offering of Shares under the Agreement, to modify the definition of certain defined terms set forth in the Agreement and used therein and to make certain other changes to the Agreement with effect on and after the date hereof (the “*Effective Date*”).

SECTION 1. Amendments to the Agreement. The Parties agree, from and after the Effective Date, that:

- a. The definitions of the terms “Agent” and “Agents” are hereby amended and restated in their entirety to read as follows: “Capital One Securities, Inc., Mizuho Securities USA LLC, B. Riley FBR, Inc., KeyBanc Capital Markets Inc., BMO Capital Markets Corp., BBVA Securities Inc., SMBC Nikko Securities America, Inc., Stifel, Nicolaus & Company, Incorporated and Ladenburg Thalmann & Co. Inc. (each an “Agent” and collectively, the “Agents”).”
- b. Section 9(a) of the Agreement is hereby amended and restated in its entirety to read as follows: “The Company shall have the right, by giving written notice as hereinafter specified, to terminate the provisions of this Agreement, in its entirety or as to any particular Agent, in its sole discretion at any time. Any such termination shall be without liability of any party to any other party except that (i) if any of the Shares have been sold through any terminated Agent for the Company, then Section 4(x) shall remain in full force and effect, (ii) with respect to any pending sale, through any terminated Agent for the Company, the obligations of the Company, including in respect of compensation payable to the terminated Agent, shall remain in full force and effect notwithstanding the termination and (iii) the provisions of Sections 5, 7, 8, 10, 11, 12, 16, 17, 18, 19 and 20 of this Agreement shall remain in full force and effect notwithstanding the termination.”
- c. Section 15 of the Agreement is hereby amended to include the following as a second sentence: “Except for any termination of any particular Agent by the Company pursuant to Section 9(a), this Agreement may not be amended or otherwise modified or any provision hereof waived except by an instrument in writing signed by the Agents, the Operating Partnership and the Company.”

SECTION 2. Obligations of UBS Securities LLC and Robert W. Baird & Co. Incorporated. As of the Effective Date, the Parties hereto agree that the Prior Agents shall no longer be considered to be Agents under the Agreement and all of their rights and obligations under the Agreement are hereby terminated, except that the provisions of Sections 5, 7, 8, 10, 11, 12, 16, 17, 18, 19 and 20 of the Agreement shall remain in full force and effect with regard to the Prior Agents notwithstanding the foregoing; provided, further, that the consent of the Prior Agents shall not be required for any amendment or other modification to or waiver of any provision of the Agreement except for any amendment or modification to or waiver of any of the provisions of the Agreement that remain in full force and effect with regard to the Prior Agents that would adversely effects the rights of the Prior Agents thereunder.

SECTION 3. No Other Amendments; References to Agreements. Except as set forth in this Amendment, all other terms and provisions of the Agreement shall continue in full force and effect. All references to the Agreement in the Agreement or in any other document executed or delivered in connection therewith shall, from the date hereof, be deemed a reference to the Agreement as amended by this Amendment.

SECTION 4. Counterparts. This Amendment may be signed by the Parties in one or more counterparts which together shall constitute one and the same agreement among the Parties.

SECTION 5. Law; Construction. This Amendment and any claim, counterclaim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Amendment (“*Claim*”), directly or indirectly, shall be governed by, and construed in accordance with, the internal laws of the State of New York.

SECTION 6. Submission to Jurisdiction. Except as set forth below, no Claim may be commenced, prosecuted or continued in any court other than the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have jurisdiction over the adjudication of such matters, and the Company and the Operating Partnership consent to the jurisdiction of such courts and personal service with respect thereto. The Company and the Operating Partnership hereby consent to personal jurisdiction, service and venue in any court in which any Claim arising out of or in any way relating to this Amendment is brought by any third party against any Agent or Prior Agent or any indemnified party. Each of the Agents and Prior Agents and the Company and the Operating Partnership (on their behalf and, to the extent permitted by applicable law, on behalf of their stockholders and affiliates) waive all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) in any way arising out of or relating to this Amendment. The Company and the Operating Partnership agree that a final judgment in any such action, proceeding or counterclaim brought in any such court shall be conclusive and binding upon the Company and the Operating Partnership and may be enforced in any other courts to the jurisdiction of which the Company and the Operating Partnership are or may be subject, by suit upon such judgment.

SECTION 7. Headings. The Section headings in this Amendment have been inserted as a matter of convenience of reference and are not a part of this Amendment.

SECTION 8. Successors and Assigns. This Amendment shall be binding upon each Party hereto and their successors and assigns and any successor or assign of any substantial portion of the Party’s respective businesses and/or assets.

[Signature Page Follows]

Very truly yours,

GLOBAL NET LEASE, INC.

By: /s/ James L. Nelson
Name: James L. Nelson
Title: Chief Executive Officer and President

GLOBAL NET LEASE OPERATING PARTNERSHIP, L.P.

By: Global Net Lease, Inc., its general partner

By: /s/ James L. Nelson
Name: James L. Nelson
Title: Chief Executive Officer and President

ACCEPTED as of the date first above written

UBS SECURITIES LLC

By: /s/ Whitney Mikell
Name: Whitney Mikell
Title: Director

By: /s/ Chris LoBello
Name: Chris LoBello
Title: Associate Director

ROBERT W. BAIRD & CO. INCORPORATED

By: /s/ Tim Stefanou
Name: Tim Stefanou
Title: Vice President

CAPITAL ONE SECURITIES, INC.

By: /s/ Greg Steele
Name: Greg Steele
Title: Managing Director

MIZUHO SECURITIES USA LLC

By: /s/ Stephen F.X. Roney
Name: Stephen F.X. Roney
Title: Managing Director

B. RILEY FBR, INC.

By: /s/ Patrice McNicoll
Name: Patrice McNicoll
Title: Co-Head, Investment Banking

[Signature Page to Amendment No. 2 to Equity Distribution Agreement]

KEYBANC CAPITAL MARKETS INC.

By: /s/ Christopher G. Malik
Name: Christopher G. Malik
Title: Managing Director, ECM

BMO CAPITAL MARKETS CORP.

By: /s/ David Raff
Name: David Raff
Title: Managing Director

BBVA SECURITIES INC.

By: /s/ David Barcus
Name: David Barcus
Title: Managing Director

SMBC NIKKO SECURITIES AMERICA, INC.

By: /s/ Michelle Petropoulos
Name: Michelle Petropoulos
Title: Managing Director

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: /s/ Chad M. Gorsuch
Name: Chad M. Gorsuch
Title: Managing Director

LADENBURG THALMANN & CO. INC.

By: /s/ Steve Kaplan
Name: Steve Kaplan
Title: Head of Capital Markets

[Signature Page to Amendment No. 2 to Equity Distribution Agreement]

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Section 3: EX-1.2 (EXHIBIT 1.2)

Exhibit 1.2

GLOBAL NET LEASE, INC.

AMENDMENT NO. 1 TO EQUITY DISTRIBUTION AGREEMENT

June 21, 2019

Ladenburg Thalmann & Co. Inc.
277 Park Avenue, 26th Floor
New York, New York 10172

BMO Capital Markets Corp.
3 Times Square
New York, New York 10036

B. Riley FBR, Inc.
299 Park Avenue 7th Floor
New York, New York 10171

D.A. Davidson & Co.
8 Third Street North
Great Falls, MT 59401

Ladies and Gentlemen:

Reference is made to the Equity Distribution Agreement, dated as of March 23, 2018 (the “*Agreement*”), by and among Global Net Lease, Inc., a Maryland corporation (the “*Company*”), and Global Net Lease Operating Partnership, L.P., a Delaware limited partnership (the “*Operating Partnership*”), on the one hand, and Ladenburg Thalmann & Co. Inc., BMO Capital Markets Corp. and B. Riley FBR, Inc. (together with the Company and the Operating Partnership, the “*Parties*”) regarding the issuance and sale of the Company’s 7.25% Series A Cumulative Redeemable Preferred Stock, par value \$0.01 per share, pursuant to the terms thereof. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

In connection with the foregoing, the Parties wish to amend the Agreement through this Amendment No. 1 to the Equity Distribution Agreement (this “*Amendment*”) to modify the definition of certain defined terms set forth in the Agreement and used therein and to make certain other changes to the Agreement with effect on and after the date hereof (the “*Effective Date*”).

SECTION 1. Amendments to the Agreement. The Parties agree, from and after the Effective Date, that:

- a. The definitions of the terms “Agent” and “Agents” are hereby amended to read as follows: “Ladenburg Thalmann & Co. Inc., BMO Capital Markets Corp., B. Riley FBR, Inc. and D.A. Davidson & Co. (each an “Agent” and collectively, the “Agents”).”
 - b. Section 9(a) of the Agreement is hereby amended and restated in its entirety to read as follows: “The Company shall have the right, by giving written notice as hereinafter specified, to terminate the provisions of this Agreement, in its entirety or as to any particular Agent, in its sole discretion at any time. Any such termination shall be without liability of any party to any other party except that (i) if any of the Shares have been sold through any terminated Agent for the Company, then Section 4 (x) shall remain in full force and effect, (ii) with respect to any pending sale, through any terminated Agent for the Company, the obligations of the Company, including in respect of compensation payable to the terminated Agent, shall remain in full force and effect notwithstanding the termination and (iii) the provisions of Sections 5, 7, 8, 10, 11, 12, 16, 17, 18, 19 and 20 of this Agreement shall remain in full force and effect notwithstanding the termination.”
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- c. Section 10 of the Agreement is hereby amended to include the following subsection (d): “(d) D.A. Davidson & Co., 8 Third Street North, Great Falls, MT 59401, Attention: Equity Syndicate, (406) 791-7319.”
- d. Section 15 of the Agreement is hereby amended to include the following as a second sentence: “Except for any termination of any particular Agent by the Company pursuant to Section 9(a), this Agreement may not be amended or otherwise modified or any provision hereof waived except by an instrument in writing signed by the Agents, the Operating Partnership and the Company.”

SECTION 2. Obligations Binding upon D.A. Davidson & Co. D.A. Davidson & Co. hereby agrees to be bound by the terms of the Agreement. D.A. Davidson & Co. shall be considered to be an Agent in the offering of the Shares under the Agreement to the same extent as if it were a party to the Agreement on the date of the execution thereof.

SECTION 3. No Other Amendments; References to Agreements. Except as set forth in this Amendment, all other terms and provisions of the Agreement shall continue in full force and effect. All references to the Agreement in the Agreement or in any other document executed or delivered in connection therewith shall, from the date hereof, be deemed a reference to the Agreement as amended by this Amendment.

SECTION 4. Counterparts. This Amendment may be signed by the parties hereto in one or more counterparts which together shall constitute one and the same agreement among the parties.

SECTION 5. Law; Construction. This Amendment and any claim, counterclaim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Amendment (“*Claim*”), directly or indirectly, shall be governed by, and construed in accordance with, the internal laws of the State of New York.

SECTION 6. Submission to Jurisdiction. Except as set forth below, no Claim may be commenced, prosecuted or continued in any court other than the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have jurisdiction over the adjudication of such matters, and the Company and the Operating Partnership consent to the jurisdiction of such courts and personal service with respect thereto. The Company and the Operating Partnership hereby consent to personal jurisdiction, service and venue in any court in which any Claim arising out of or in any way relating to this Amendment is brought by any third party against any Agent or any indemnified party. Each of the Agents and the Company and the Operating Partnership (on their behalf and, to the extent permitted by applicable law, on behalf of their stockholders and affiliates) waive all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) in any way arising out of or relating to this Amendment. The Company and the Operating Partnership agree that a final judgment in any such action, proceeding or counterclaim brought in any such court shall be conclusive and binding upon the Company and the Operating Partnership and may be enforced in any other courts to the jurisdiction of which the Company and the Operating Partnership are or may be subject, by suit upon such judgment.

SECTION 7. Headings. The Section headings in this Amendment have been inserted as a matter of convenience of reference and are not a part of this Amendment.

SECTION 8. Successors and Assigns. This Amendment shall be binding upon each party hereto and their successors and assigns and any successor or assign of any substantial portion of the party’s respective businesses and/or assets.

[Signature Page Follows]

Very truly yours,

GLOBAL NET LEASE, INC.

By: /s/ James L. Nelson
Name: James L. Nelson
Title: Chief Executive Officer and President

GLOBAL NET LEASE OPERATING PARTNERSHIP, L.P.

By: Global Net Lease, Inc., its general partner

By: /s/ James L. Nelson
Name: James L. Nelson
Title: Chief Executive Officer and President

ACCEPTED as of the date first above written

LADENBURG THALMANN & CO. INC.

By: /s/ Steve Kaplan
Name: Steve Kaplan
Title: Head of Capital Markets

BMO CAPITAL MARKETS CORP.

By: /s/ David Raff
Name: David Raff
Title: Managing Director

B. RILEY FBR, INC.

By: /s/ Patrice McNicoll
Name: Patrice McNicoll
Title: Co-Head, Investment Banking

D.A. DAVIDSON & CO.

By: /s/ Keith E. Getter
Name: Keith E. Getter
Title: Managing Director

[Signature Page to Amendment No. 1 to Equity Distribution Agreement]

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