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**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): January 22, 2021

**Colony Credit Real Estate, Inc.**

(Exact name of registrant as specified in its charter)

**Maryland**  
(State or other jurisdiction  
of incorporation)

**001-38377**  
(Commission  
File Number)

**38-4046290**  
(IRS Employer  
Identification No.)

**515 S. Flower Street, 44th Floor**  
**Los Angeles, CA 90071**  
(Address of Principal Executive Offices, Including Zip Code)

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

**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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value \$0.01 per share	CLNC	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.

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**Item 1.01. Entry into a Material Definitive Agreement.**

On January 22, 2021, CLNC Credit 7, LLC (“Seller”), an indirect subsidiary of Colony Credit Real Estate, Inc. (“CLNC”), entered into a First Amendment to Master Repurchase Agreement (the “First Amendment to Repurchase Agreement”) with Barclays Bank PLC (“Barclays”), that amended that certain Master Repurchase Agreement dated April 26, 2018 (the “Repurchase Agreement”). The First Amendment to Repurchase Agreement extends the maturity date of the Repurchase Agreement to April 25, 2024. Except as amended by the First Amendment to Repurchase Agreement, all other terms and provisions of the Repurchase Agreement remained unchanged.

The foregoing summary does not purport to be a complete description and is qualified in its entirety by reference to the First Amendment to Repurchase Agreement and the Repurchase Agreement, which are filed as exhibits to this Current Report on Form 8-K.

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

The information included in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit No.	Description
10.1	<a href="#">First Amendment to Master Repurchase Agreement, dated as of January 22, 2021, by and among Barclays Bank PLC, CLNC Credit 7, LLC and the other sellers from time to time party thereto</a>
10.2	<a href="#">Master Repurchase Agreement, dated as of April 26, 2018, by and among Barclays Bank PLC, CLNC Credit 7, LLC and the other sellers from time to time party thereto (incorporated by reference to Exhibit 10.1 to the Company’s Current Report on Form 8-K (No. 001-38377) filed on May 2, 2018)</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL Document)

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**SIGNATURE**

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.

Date: January 25, 2021

**COLONY CREDIT REAL ESTATE, INC.**

By: /s/ David A. Palamé  
Name: David A. Palamé  
Title: General Counsel & Secretary

**FIRST AMENDMENT TO MASTER REPURCHASE AGREEMENT**

**FIRST AMENDMENT TO MASTER REPURCHASE AGREEMENT**, dated January 22, 2021 (this "Amendment"), by and between **Barclays Bank PLC**, a public limited company organized under the laws of England and Wales (together with its successors and assigns, "Purchaser"), and **CLNC CREDIT 7, LLC**, a limited liability company organized under the laws of the State of Delaware (together with its successors and permitted assigns, "Seller"). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Repurchase Agreement (as defined below and as amended hereby).

**RECITALS**

**WHEREAS**, Seller and Purchaser are parties to that certain Master Repurchase Agreement, dated as of April 26, 2018 (the "Existing Repurchase Agreement" and, as amended by this Amendment, and as hereafter further amended, modified, restated, replaced, waived, substituted, supplemented or extended from time to time, the "Repurchase Agreement"); and

**WHEREAS**, Purchaser and Seller desire to make certain amendments and modifications to the Existing Repurchase Agreement as further set forth herein.

**NOW THEREFORE**, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**ARTICLE 1**

**AMENDMENT TO REPURCHASE AGREEMENT**

Article 2 of the Existing Repurchase Agreement is hereby further amended by deleting the definition of "Availability Period," in its entirety and replacing it with the following:

"Availability Period" shall mean the period (i) beginning on the Closing Date and (ii) ending on April 25, 2024, or such later date as may be in effect pursuant to Article 3(f).

**ARTICLE 2**

**REPRESENTATIONS**

Seller represents and warrants to Purchaser, as of the date of this Amendment, as follows:

(a) all representations and warranties made by any Seller Party in the Transaction Documents to which it is a party (other than representations and warranties made pursuant to Article 10(w) and Exhibit V of the Repurchase Agreement unless Seller shall have made any such representation or warranty with actual knowledge that it was materially false or misleading at the time made) are true and correct, as of the date hereof with the same force and effect as if made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date);

(b) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is duly qualified in each jurisdiction necessary to conduct business as presently conducted;

(c) it is duly authorized to execute and deliver this Amendment and to perform its obligations under the Existing Repurchase Agreement, as amended and modified hereby, and has taken all necessary action to authorize such execution, delivery and performance;

(d) the person signing this Amendment on its behalf is duly authorized to do so on its behalf;

(e) the execution, delivery and performance of this Amendment will not violate any Requirement of Law applicable to it or its organizational documents or any agreement by which it is bound or by which any of its assets are affected;

(f) this Amendment has been duly executed and delivered by it; and

(g) the Existing Repurchase Agreement, as amended and modified hereby, constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, other limitations on creditors' rights generally and general principles of equity.

### **ARTICLE 3**

#### **EXPENSES**

Seller shall pay on demand all of Purchaser's actual out-of-pocket costs and expenses, including but not limited to reasonable legal fees, incurred in connection with the preparation, negotiation, execution and consummation of this Amendment and the First Amendment to Fee Letter by and between Seller and Purchaser dated as of the date hereof (the "Fee Letter Amendment").

### **ARTICLE 4**

#### **CONDITIONS PRECEDENT**

The effectiveness of this Amendment is subject to satisfaction of the following conditions precedent on or before the date hereof:

(a) Representations and Warranties. The representations and warranties of Seller set forth herein shall be true and correct as of the date hereof;

(b) Delivery of Documents. Seller shall have delivered to Purchaser the following:

(i) this Amendment, duly completed and executed by each of the parties hereto; and

(ii) the Fee Letter Amendment, duly completed and executed by each of the parties; and

(c) Fees and Expenses. Seller shall have paid to Purchaser the amounts set forth in Article 3 above and the Structuring Fee as set forth in Article IV of the Fee Letter Amendment.

## **ARTICLE 5**

### **GOVERNING LAW**

THIS AMENDMENT (AND ANY CLAIM OR CONTROVERSY HEREUNDER) SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND THE OBLIGATIONS, RIGHTS, AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS WITHOUT REGARD TO THE CONFLICT OF LAWS DOCTRINE APPLIED IN SUCH STATE (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

## **ARTICLE 6**

### **MISCELLANEOUS**

(a) Except as expressly amended or modified hereby, the Repurchase Agreement and the other Transaction Documents shall each be and shall remain in full force and effect in accordance with their terms and are hereby ratified and confirmed. All references to the Transaction Documents shall be deemed to mean the Transaction Documents as modified by this Amendment.

(b) This Amendment may be executed in counterparts, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment in electronic format (such as PDF files) shall be as effective as delivery of a manually executed original counterpart of this Amendment and shall be binding on all parties.

(c) The headings in this Amendment are for convenience of reference only and shall not affect the interpretation or construction of this Amendment.

(d) This Amendment may not be amended or otherwise modified, waived or supplemented except as provided in the Repurchase Agreement.

(e) This Amendment contains a final and complete integration of all prior expressions by the parties with respect to the subject matter hereof and shall constitute the entire agreement among the parties with respect to such subject matter, superseding all prior oral or written understandings.

(f) This Amendment and the Repurchase Agreement, as amended and modified hereby, is a single Transaction Document and shall be construed in accordance with the terms and provisions of the Repurchase Agreement.

[SIGNATURES FOLLOW]

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed as of the date first above written.

**PURCHASER:**

**BARCLAYS BANK PLC**, a public limited company organized under the laws of England and Wales

By: /s/ Francis X. Gilhool  
Name: Francis X. Gilhool  
Title: Authorized Signatory

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**SELLER:**

**CLNC CREDIT 7, LLC,**  
a Delaware limited liability company

By: /s/ David A. Palamé  
Name: David A. Palamé  
Title: Vice President