
Section 1: 8-K (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): **November 21, 2016**

Starwood Property Trust, Inc.

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

001-34436
(Commission
File Number)

27-0247747
(IRS Employer
Identification No.)

591 West Putnam Avenue
Greenwich, CT
(Address of principal
executive offices)

06830
(Zip Code)

Registrant's telephone number,
including area code:
(203) 422-7700

(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))
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Item 1.01. Entry into a Material Definitive Agreement.

On November 21, 2016, Starwood Property Trust, Inc., a Maryland corporation (the "Company"), entered into Amendment No. 2 (the "Amendment") to the Co-Investment and Allocation Agreement, dated as of August 17, 2009, as amended on June 19, 2015, by and among the Company, SPT Management, LLC, a Delaware limited liability company, and Starwood Capital Group Global, L.P., a Delaware limited partnership ("Starwood Capital"), which Amendment clarifies the scope of the policy required to be adopted by Starwood Capital in certain situations.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the complete terms of the Amendment, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 2, dated as of November 21, 2016, to the Co-Investment and Allocation Agreement, dated as of August 17, 2009, by and among Starwood Property Trust, Inc., SPT Management, LLC and Starwood Capital Group Global, L.P.

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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.

Dated: November 22, 2016

STARWOOD PROPERTY TRUST, INC.

By: /s/ Andrew J. Sossen

Name: Andrew J. Sossen

Title: Chief Operating Officer and General Counsel

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EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
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Section 2: EX-10.1 (EX-10.1)

Exhibit 10.1

AMENDMENT NO. 2 TO CO-INVESTMENT AND ALLOCATION AGREEMENT

This AMENDMENT NO. 2 TO CO-INVESTMENT AND ALLOCATION AGREEMENT (this “Amendment”) is dated as of November 21, 2016, by and among Starwood Property Trust, Inc., a Maryland corporation (the “Company”), SPT Management, LLC, a Delaware limited liability company (the “Manager”), and Starwood Capital Group Global, L.P., a Delaware limited partnership (“Starwood Capital Group”).

Capitalized terms used in this Amendment and not otherwise defined shall have the meanings assigned to them in the Agreement (as defined below).

WHEREAS, the Company, the Manager and Starwood Capital Group are parties to that certain Co-Investment and Allocation Agreement, dated as of August 17, 2009, as amended on June 19, 2015 (the “Agreement”); and

WHEREAS, the Company, the Manager and Starwood Capital Group desire to amend, and do hereby amend, the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein made and intending to be legally bound, the parties hereto hereby agree as follows:

1. Other Investment Vehicles. Section 1.1(c) of the Agreement is hereby amended by adding the double underlined text so that such section reads in its entirety as follows:

Each of the Manager and Starwood Capital Group agree that during the term of this Agreement, none of the Manager, Starwood Capital Group or any Affiliate of Starwood Capital Group will sponsor or manage a Potential Competing Investment Vehicle or

any *private or foreign* Competing Investment Vehicle, unless Starwood Capital Group adopts a policy that either (i) provides for the fair and equitable allocation of investment opportunities in Target Assets among all such vehicles and the Company, or (ii) provides the Company with the right to co-invest with respect to any Target Assets with such vehicles, in each case subject to (A) the suitability of each investment opportunity for the particular vehicle and the Company and (B) each such vehicles' and the Company's availability of cash for investment.

2. Representations and Warranties.

(a) The Company represents and warrants to the Manager and Starwood Capital Group that this Amendment: (i) has been duly and validly executed and delivered by the Company; and (ii) constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles related to or limiting creditors' rights generally and by general principles of equity.

(b) The Manager represents and warrants to the Company and Starwood Capital Group that this Amendment: (i) has been duly and validly executed and delivered by the

Manager; and (ii) constitutes the legal, valid and binding obligation of the Manager, enforceable against the Manager in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles related to or limiting creditors' rights generally and by general principles of equity.

(c) Starwood Capital Group represents and warrants to the Company and the Manager that this Amendment: (i) has been duly and validly executed and delivered by Starwood Capital Group; and (ii) constitutes the legal, valid and binding obligation of Starwood Capital Group, enforceable against Starwood Capital Group in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles related to or limiting creditors' rights generally and by general principles of equity.

3. Ratification of Agreement. Except as expressly provided in this Amendment, all of the terms, covenants, and other provisions of the Agreement are hereby ratified and confirmed and shall continue to be in full force and effect in accordance with their respective terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

STARWOOD PROPERTY TRUST, INC.

By: /s/ Andrew J. Sossen
Name: Andrew J. Sossen
Title: Chief Operating Officer

MANAGER:

SPT MANAGEMENT, LLC

By: /s/ Andrew J. Sossen
Name: Andrew J. Sossen
Title: Authorized Signatory

STARWOOD CAPITAL GROUP:

STARWOOD CAPITAL GROUP GLOBAL, L.P.

By: SCGG GP, L.L.C.

By: /s/ Ellis F. Rinaldi
Name: Ellis F. Rinaldi
Title: Executive Vice President