

**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): **October 4, 2023**

Safehold Inc.

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of
incorporation)

001-15371
(Commission File Number)

95-6881527
(IRS Employer Identification Number)

**1114 Avenue of the Americas,
39th Floor
New York, New York**
(Address of principal executive offices)

10036
(Zip Code)

Registrant's telephone number, including area code: **(212) 930-9400**

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	SAFE	NYSE

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 8.01 Other Events.

On October 4, 2023, Safehold Inc. ("Safehold"), as lender, entered into an amendment to its previously-disclosed term loan credit agreement, dated March 31, 2023, with Star Holdings, as borrower. The amendment provides that: (i) Star Holdings may access the existing \$25 million incremental facility provided under the agreement to replenish funds used on or after October 4, 2023 by STAR Investment Holdings SPV LLC, a wholly-owned subsidiary of Star Holdings ("STAR SPV") to make voluntary prepayments under its margin loan; and (ii) Star Holdings will no longer have the right to pay interest in kind. As of October 4, 2023, the term loan credit agreement had an outstanding principal balance of \$115.0 million and no borrowing had been made under the incremental facility.

In connection with the abovementioned amendment, Safehold consented to an amendment entered into on October 6, 2023 to the margin loan agreement, dated March 31, 2023, by and between STAR SPV and Morgan Stanley Bank, N.A., as initial lender. The margin loan is secured by all of the shares of common stock of Safehold beneficially owned by Star Holdings. The amendment: (i) reduces the floor price at which the market price of Safehold common stock would trigger a mandatory prepayment of outstanding borrowings under the margin loan from \$14.00 to \$10.00; and (ii) moderately lowers the loan-to-value ratios that would require STAR SPV to post additional collateral with the lender. As of October 5, 2023, the margin loan has an outstanding principal balance of \$90.0 million.

The description of the term loan credit agreement amendment does not purport to be complete and is qualified in its entirety by reference to the full text of that agreement, which is included as an exhibit to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No. Description

[Exhibit 10.1](#) [First Amendment to Amended and Restated Credit Agreement, dated as of October 4, 2023, by and between Star Holdings, as borrower, and Safehold Inc., as lender.](#)

Exhibit 104 Cover Page Interactive File (the cover page tags are embedded with the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

Safehold Inc.

By: /s/ Brett Asnas

Name: Brett Asnas

Title: Chief Financial Officer

Date: October 6, 2023

**FIRST AMENDMENT TO
AMENDED AND RESTATED CREDIT AGREEMENT**

This **FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT** (this “**Amendment**”) is dated as of October 4, 2023, is entered into by STAR HOLDINGS, a Maryland statutory trust (together with its successors and permitted assigns, the “**Borrower**”) and SAFEHOLD INC., a Maryland corporation (together with its successors and permitted assigns, “**Lender**”), and is made with reference to that certain **AMENDED AND RESTATED CREDIT AGREEMENT**, dated as of March 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”, and as amended by this Amendment, the “**Amended Credit Agreement**”), by and among the Borrower and the Lender. Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Credit Agreement after giving effect to this Amendment.

RECITALS

WHEREAS, the Borrower has requested the Lender’s consent to (a) make one or more voluntary prepayments of the Margin Loan Facility from and after the date hereof in order to reduce the aggregate principal amount outstanding thereunder as of the date hereof from \$100,000,000 to \$75,000,000, (b) the \$5,000,000 voluntary prepayment of the Margin Loan Facility made on or prior to the date hereof, and (c) enter into certain amendments to the Margin Loan Documents, which shall be substantially in the form provided to the Lender on or prior to the date hereof (clauses (x) and (y) collectively, the “**Consent Request**”);

WHEREAS, the Borrower has requested, pursuant to Section 9.02(b) of the Credit Agreement, that certain provisions of the Credit Agreement be amended as set forth in this Amendment; and

WHEREAS, the Borrower and the Lender desire to amend the Credit Agreement on the terms as set forth herein.

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

SECTION I. CONSENT; AMENDMENTS

A. Subject to the satisfaction of the conditions set forth in Section II below, the Lender hereby irrevocably agrees to the terms of the Consent Request. Such agreement and authorization by the Lender shall be irrevocably binding on any of the Lender’s subsequent transferees, participants, successors and assigns with respect to the Lender’s Loans or unused Commitments.

B. The parties hereto further agree that on the First Amendment Effective Date (as defined below), the Credit Agreement shall hereby be amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended by

(i) adding the following definitions in appropriate alphabetical order:

“**First Amendment**” means the First Amendment to Amended and Restated Credit Agreement, dated as of October 4, 2023, between the Borrower and the Lender.

“**First Amendment Effective Date**” means October 4, 2023.

(ii) deleting the following definitions:

“**PIK Interest**” has the meaning specified in Section 2.09(c).

“**PIK Period**” has the meaning specified in Section 2.09(c).

(iii) amending and restating the definition of “Applicable Rate” to the following:

“**Applicable Rate**” means (i) 8.00% per annum or (ii) to the extent any Loan remains outstanding under an Incremental Facility at such time, 10.00% per annum, as applicable.”

(b) Section 2.09(c) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(c) Payment Dates. Accrued interest on the Loans shall be payable in arrears on each Interest Payment Date and at such other times as may be specified herein; provided, that (i) interest accrued pursuant to paragraph (b) of this Section shall be payable on demand and (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment. Accrued interest shall be payable in cash.”

(c) Section 2.14(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(a) Request for Incremental Facility. So long as (i) a Collateral Shortfall (as defined in the Margin Loan Facility) has occurred and is continuing, or (ii) the Borrower has made (or, substantially concurrently with the funding under the Incremental Facility, will make) an optional or voluntary prepayment under the Margin Loan Facility pursuant to the Consent Request (as defined in the First Amendment), the Borrower may, by notice to the Lender, request (and the Lender shall provide for) the establishment of one or more new term loan commitments to increase the existing tranche of Loans (each, an “Incremental Commitment”) pursuant to an Incremental Facility for an aggregate amount (for all such requests) not exceeding \$25,000,000; *provided* that the Incremental Commitment facility size shall not exceed the aggregate amount of the Collateral Shortfall or voluntary prepayments (as applicable) being financed by the Incremental Commitment; provided further that any such request for an Incremental Facility shall be in a minimum amount of the lesser of (x) \$250,000 (or such lesser amount as may be approved by the Lender) and (y) the entire remaining amount available under this Section.”

(d) Section 5.12 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Use of Proceeds. The Borrower will, and will cause each of its Subsidiaries to, use the proceeds of the (a) Existing Note for general corporate purposes of the Borrower and its Subsidiaries (including, without limitation, to repay existing Indebtedness of iSTAR) not in contravention of any Law or of any Loan Document, and (b) Loans under any Incremental Commitment to (i) satisfy any Collateral Shortfall under the Margin Loan Facility, and (ii) make optional or voluntary prepayments in respect of the Margin Loan Facility (or, to the extent borrowings under the Incremental Facility are made in order to replenish the balance sheet of the Borrower following an optional or voluntary prepayment under the Margin Loan Facility, for general corporate purposes (subject to the limitations in the Credit Agreement in respect thereof) in an amount not to exceed the aggregate principal amount of such borrowing).”

(e) Section 6.11 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Prepayments; Modifications of Margin Loan Facility and Organizational Documents . The Borrower will not, and will not permit any Subsidiary to

(a) make or offer to make (or give any notice in respect thereof) any optional or voluntary payment, prepayment, repurchase or redemption of, or voluntarily or optionally defease, or otherwise satisfy prior to the scheduled maturity thereof in any manner, the Margin Loan Facility, or segregate funds for any such payment, prepayment, repurchase, redemption or defeasance, except as otherwise permitted pursuant to (x) Section 2.06(b)(ii), or (y) the First Amendment;

(b) without the prior written consent of the Lender, amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of the Margin Loan Facility in any manner materially adverse to the interests of the Lender, as determined in good faith by the Borrower, except as otherwise permitted pursuant to the First Amendment;

(c) amend, restate, supplement or otherwise modify any of its Organizational Documents or any agreement to which it is a party with respect to its Equity Interests (including any stockholders’ agreement), or enter into any new agreement with respect to its Equity Interests, other than any such amendments, modifications or changes or such new agreements which are not, and could not reasonably be expected to be, adverse in any material respect to the interests of the Lender.”

SECTION II. CONDITIONS TO EFFECTIVENESS

The effectiveness of this Amendment is subject to the satisfaction or waiver by the Lender of the following conditions (the date upon which all of such conditions are satisfied or waived, the **“First Amendment Effective Date”**):

(a) the Lender (or its counsel) shall have received a counterpart signature page to this Amendment, duly executed by the Borrower;

(b) the representations and warranties of the Borrower contained in Section III below and Article III of the Credit Agreement or any other Loan Document shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the First Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date; and

(c) no Default or Event of Default shall exist, or would result from the consummation of the transactions contemplated hereby.

The undersigned, in his capacity as a Responsible Officer of the Borrower and not in any individual capacity, hereby certifies that, as of the date first written above, the conditions set forth in the foregoing clauses (b) and 2(d) are satisfied.

SECTION III. Representations and Warranties.

By its execution of this Amendment, the Borrower hereby represents and warrants that:

(a) the execution, delivery and performance by the Borrower of this Amendment has been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of its Organizational Documents, (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any material Contractual Obligation to which the Borrower is a party or affecting the Borrower or the properties of the Borrower or any Subsidiary or (ii) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Borrower or any Subsidiary or its property is subject or (c) violate any Law in any material respect; and

(b) this Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

SECTION IV. MISCELLANEOUS

A. Reference to and Effect on the Credit Agreement and the Other Loan Documents.

(i) On and after the First Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the "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 modified hereby.

(ii) Except for the consent, waiver, amendments and modifications expressly set forth herein, the Credit Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed and this Amendment shall not be considered a novation. The consent, waiver, amendments and modifications set forth herein are limited to the specifics hereof (including facts or occurrences on which the same are based), shall not apply with respect to any facts or occurrences other than those on which the same are based, shall neither excuse any future non-compliance with the Loan Documents nor operate as a waiver of any Default or Event of Default, shall not operate as a consent to any further waiver, consent or amendment or other matter under the Loan Documents, and shall not be construed as an indication that any future waiver or amendment of covenants or any other provision of the Credit Agreement will be agreed to, it being understood that the granting or denying of any waiver or amendment which may hereafter be requested by the Borrower remains subject to the terms of the Credit Agreement.

(iii) The execution, delivery and performance of this Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Lender under, the Credit Agreement or any of the other Loan Documents.

(iv) The Borrower hereby (a) affirms and confirms its guarantees, pledges, grants and other undertakings under the Credit Agreement and the other Loan Documents to which it is a party, and (b) agrees that (i) each Loan Document to which it is a party shall continue to be in full force and effect and (ii) all guarantees, pledges, grants and other undertakings thereunder shall continue to be in full force and effect and shall accrue to the benefit of the Lender.

(v) This Amendment shall be deemed to be a Loan Document as defined in the Credit Agreement.

B. Headings. Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

C. Applicable Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

D. Jurisdiction; Waiver of Jury Trial. The provisions of Sections 9.09 and 9.10 of the Credit Agreement pertaining to consent to jurisdiction, service of process and waiver of jury trial are hereby incorporated by reference herein, *mutatis mutandis*.

E. Indemnification. The Borrower hereby confirms that the indemnification provisions set forth in Section 9.03(b) of the Credit Agreement shall apply to this Amendment and the transactions contemplated hereby.

F. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are deemed attached to the same document. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic format (e.g. "pdf" or "tif" file format) shall be effective as delivery of a manually executed counterpart of this Amendment.

G. Entire Agreement. This Amendment, the Amended Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

H. Severability. Any term or provision of this Amendment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment or affecting the validity or enforceability of any of the terms or provisions of this Amendment in any other jurisdiction. If any provision of this Amendment is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as would be enforceable.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

STAR HOLDINGS
as Borrower

By: /s/ Brett Asnas
Name: Brett Asnas
Title: Chief Financial Officer

[Signature Page to First Amendment]

SAFEHOLD INC.,
as Lender

By: /s/ Marcos Alvarado
Name: Marcos Alvarado
Title: President and Chief Investment Officer

[Signature Page to First Amendment]
