

STAG Industrial, Inc.  
Form 8-K  
February 20, 2013

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

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**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): **February 14, 2013**

**STAG INDUSTRIAL, INC.**

(Exact name of registrant specified in its charter)

**Maryland**  
(State or Other Jurisdiction  
Of Incorporation)

**1-34907**  
(Commission  
File Number)

**27-3099608**  
(IRS Employer  
Identification No.)

**99 High Street, 28th Floor**

**Boston, Massachusetts 02110**

(Address of principal executive offices, zip code)

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Registrant's telephone number, including area code: (617) 574-4777

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

On February 14, 2013, STAG Industrial, Inc., a Maryland corporation (the *Company*), as Guarantor, and STAG Industrial Operating Partnership, L.P., a Delaware limited partnership (the *Operating Partnership*), as Borrower, entered into a seven-year term loan agreement (the *Loan Agreement*) with Wells Fargo Bank, National Association and certain other lenders. The Loan Agreement provides for an unsecured loan in the original principal amount of up to \$150 million (the *Loan*). Additionally, the Loan has a feature that allows the Company to request an increase in total commitments of up to \$250 million, subject to certain conditions. Unless otherwise terminated pursuant to the terms of the Loan Agreement, the Loan will mature on February 14, 2020.

Wells Fargo Securities, LLC served as Lead Arranger and Bookrunner on the Loan Agreement with Wells Fargo, National Association, serving as Administrative Agent, TD Bank, N.A. serving as Syndication Agent, and Capital One, N.A. serving as Documentation Agent.

The amount available for the Borrower to borrow under the Loan is based on (a) the lesser of (i) 60% of the Borrowing Base Values (as defined in the Loan Agreement) of the Company's properties that form the borrowing base of the Loan, and (ii) the amount that would create a debt service coverage ratio of not less than 1.6, less (b) any other unsecured indebtedness then outstanding. The Company borrowed \$25 million under the Loan at closing.

Borrowings under the Loan bear interest at a floating rate equal to, at the Borrower's election, the Eurodollar Rate or the Base Rate (each as defined in the Loan Agreement) plus a spread. The spread depends upon the Company's leverage ratio and ranges from 2.15% to 2.70% for Eurodollar Rate based borrowings and from 1.15% to 1.70% for Base Rate based borrowings. At February 14, 2013, the spread on the Loan was 1.15%.

The Borrower's ability to borrow under the Loan is subject to its ongoing compliance with a number of customary financial covenants, including leverage ratios, recourse indebtedness thresholds, fixed charge coverage ratios and tangible net worth thresholds and limits. In addition, upon a default, the Loan will limit, among other things, the Company's ability to pay dividends, even if it is otherwise in compliance with the Company's financial covenants.

The Company and certain of its subsidiaries guarantee the obligations under the Loan.

The foregoing description of the Loan Agreement does not purport to be complete and is qualified in its entirety by reference to the Loan Agreement, a copy of which has been filed as Exhibit 10.1 to this report and is incorporated in this Item 1.01 by reference.

**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 under Item 1.01 of this report is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
10.1	Loan Agreement, dated as of February 14, 2013, by and among STAG Industrial Operating Partnership, L.P., as Borrower, STAG Industrial, Inc., as Guarantor, Wells Fargo Bank, National Association, as Administrative Agent and the other lending parties thereto.

**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 thereunto duly authorized.

**STAG INDUSTRIAL, INC.**

**By:**

**/s/ Kathryn Arnone**

**Kathryn Arnone**

*Executive Vice President, General Counsel and  
Secretary*

Dated: February 20, 2013

**EXHIBIT INDEX**

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