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

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 21, 2019

REVEN HOUSING REIT, INC.
(Exact Name of Registrant as Specified in Its Charter)

Maryland	**000-54165**	**84-1306078**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

875 Prospect Street, Suite 304
La Jolla, CA 92037
(Address of principal executive offices)

(858) 459-4000
(Registrant's telephone number, including area code)

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 obligations 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 240.14d-2(b)
☐ 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)

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. ☐

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	RVEN	Nasdaq Capital Market

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed, on August 30, 2019, Reven Housing REIT, Inc., a Maryland corporation (the "Company"), entered into an Agreement and Plan of Merger (the "Merger Agreement") with SOR PORT Holdings, LLC, a Maryland limited liability company ("Parent"), and SOR PORT, LLC, a Maryland limited liability company and wholly-owned subsidiary of Parent ("Merger Sub"), pursuant to which Merger Sub will merge with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and as a wholly-owned subsidiary of Parent. Parent and Merger Sub are indirect, wholly-owned subsidiaries of KBS Strategic Opportunity REIT, Inc., a Maryland corporation.

Pursuant to the Merger Agreement, the Company has agreed to conduct an offering of up to $20 million of shares of preferred stock, par value $0.001 per share, of the Company, designated "6.0% Series A Cumulative Convertible Redeemable Preferred Stock" (the "Series A Preferred Stock"), that is exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Rule 506 (c) of Regulation D promulgated under the Securities Act (the "Preferred Stock Offering"). The Preferred Stock Offering is intended to be limited solely to the Company's stockholders as of the date of the Merger Agreement that are "accredited investors" (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act). It is currently expected that a total of $15 million of shares of Series A Preferred Stock will be offered in the Preferred Stock Offering.

As previously disclosed, on September 20, 2019, the Company, Merger Sub and Parent entered into an Amendment to the Agreement and Plan of Merger ("Amendment No. 1"), pursuant to which the parties agreed to amend certain terms of the Articles Supplementary setting forth the rights, preferences, privileges and voting powers of the Series A Preferred Stock, the form of which is attached as Exhibit C to the Merger Agreement.

On October 21, 2019, the Company, Merger Sub and Parent entered into an Amendment No. 2 to the Agreement and Plan of Merger ("Amendment No. 2"), pursuant to which the parties have agreed to further amend the Merger Agreement to provide that:

- each eligible stockholder who elects to purchase shares of Series A Preferred Stock in the Preferred Stock Offering (each, a "Participating Stockholder") will be entitled to allocate a portion of the amount of cash merger consideration that such Participating Stockholder has the right to receive in respect of the Merger towards payment for such shares of Series A Preferred Stock (the aggregate amount allocated by all Participating Stockholders towards payment for the shares of Series A Preferred Stock that they have elected to purchase in the Preferred Stock Offering is referred to as the "Preferred Stock Amount"); and

- at or prior to the closing of the Merger, Parent will deposit the Preferred Stock Amount with The Bank of New York Mellon, as escrow agent (the "Escrow Agent") to be held in escrow until such amount is released to the Company as payment for the shares of Series A Preferred Stock purchased by the Participating Stockholders in the Preferred Stock Offering or, if the Preferred Stock Offering is not consummated for any reason, to the paying agent appointed by Parent in connection with the Merger for distribution to the applicable Participating Stockholders in accordance with the terms and conditions of the Merger Agreement.

The foregoing description of Amendment No. 2 is only a summary and is qualified in its entirety by reference to the complete text of Amendment No. 2, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and incorporated herein by reference.

Other than as set forth in Amendment No. 2, the terms and conditions of the Merger Agreement, as previously amended by Amendment No. 1, are unchanged.

No Offer or Solicitation

THE INFORMATION CONTAINED IN THIS CURRENT REPORT ON FORM 8-K IS NOT INTENDED TO CONSTITUTE, AND SHALL NOT BE CONSTRUED AS, AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SHARES OF SERIES A PREFERRED STOCK OR ANY OTHER SECURITIES OF THE COMPANY. THE SHARES OF SERIES A PREFERRED STOCK HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES ABSENT REGISTRATION UNDER THE SECURITIES ACT OR AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

Forward-Looking Statements

This Current Report on Form 8-K includes forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements include, but are not limited to, statements regarding the Company's proposed Merger transaction with Parent and Merger Sub, the financing of the proposed Merger transaction, the anticipated timing and consummation of the proposed Merger, the benefits of the proposed Merger transaction respecting our stockholders and the associated objectives, expectations and intentions, all statements regarding the Company's expected future financial position, results of operations, cash flows, dividends, financing plans, business strategy, budgets, capital expenditures, competitive positions, growth opportunities, plans and objectives of management, and statements containing words such as "anticipate," "approximate," "believe," "plan," "estimate," "expect," "project," "could," "would," "should," "will," "intend," "may," "potential," "upside," and other similar expressions. All statements in this Current Report that are not historical facts are forward-looking statements that reflect the best judgment of the Company based upon currently available information. Such forward-looking statements are inherently uncertain, and stockholders and other potential investors must recognize that actual results may differ materially from the Company's expectations as a result of a variety of factors, including, without limitation, those discussed below. Such forward-looking statements are based upon management's current expectations and include known and unknown risks, uncertainties and other factors, many of which the Company is unable to predict or control, that may cause its actual results, performance or plans to differ materially from any future results, performance or plans expressed or implied by such forward-looking statements. These statements involve risks, uncertainties and other factors discussed below and detailed from time to time in the Company's filings with the SEC.

Risks and uncertainties related to the proposed Merger include, but are not limited to, potential adverse reactions or changes to business relationships resulting from the announcement or completion of the Merger, uncertainties as to the timing of the Merger, adverse effects on the Company's stock price resulting from the announcement of the Merger or the failure of the Merger to be completed, competitive responses to the announcement of the Merger, the risk of exceeding the expected costs of the Merger, the risk that potential adverse business operating results or increases in our operating or transaction costs cause our unrestricted closing cash balance to be less than currently projected, the risk that third-party approvals required for the consummation of the Merger are not obtained or are obtained subject to terms and conditions that are not anticipated, risks related to disruption of management's attention from the Company's ongoing business operations due to the transaction, litigation relating to the Merger, the inability to retain key personnel, any changes in general economic and/or industry-specific conditions, adverse changes in U.S. and non-U.S. governmental laws and regulations, and the ability of our stockholders to realize the anticipated benefits of the proposed Merger.

In addition to the factors set forth above, other factors that may affect the Company's plans, results or stock price are set forth in its most recent Annual Report on Form 10-K and in its subsequently filed Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

Many of these factors are beyond the Company's control. The Company cautions investors that any forward-looking statements made by it are not guarantees of future performance. The Company disclaims any obligation to update any such factors or to announce publicly the results of any revisions to any of the forward-looking statements to reflect future events or developments.

Additional Information and Where to Find It

This Current Report on Form 8-K is being filed with the U.S. Securities and Exchange Commission (the "SEC") in respect of the proposed Merger involving the Company, Parent and Merger Sub. The Company has filed with the SEC and disseminated to its stockholders a definitive information statement (the "Information Statement") containing the information with respect to the Merger specified in Schedule 14C promulgated under the Exchange Act and describing the proposed Merger and the other transactions contemplated by the Merger Agreement. Investors are urged to carefully read the Information Statement and any other relevant documents in their entirety because they contain important information about the proposed Merger and the other transactions contemplated by the Merger Agreement. You may obtain copies of all documents filed with the SEC regarding proposed Merger and the other transactions contemplated by the Merger Agreement, free of charge, at the SEC's website, http://www.sec.gov, or from the Company by directing a request by mail to Reven Housing REIT, Inc., Attention: Corporate Secretary, 875 Prospect Street, Suite 304, La Jolla, CA 92037, or by telephone to (858) 459-4000.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
2.1	Amendment No. 2 to the Agreement and Plan of Merger, dated as of October 21, 2019, by and among Reven Housing REIT, Inc., SOR PORT Holdings,LLC and SOR PORT, LLC

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

REVEN HOUSING REIT, INC.

/s/ *Chad M. Carpenter*
Chad M. Carpenter,
Chief Executive Officer

Dated: October 21, 2019

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Section 2: EX-2.1 (EXHIBIT 2.1)

Exhibit 2.1

EXECUTION VERSION

AMENDMENT NO. 2 TO AGREEMENT AND PLAN OF MERGER

This **AMENDMENT NO. 2 TO AGREEMENT AND PLAN OF MERGER** (this "**Amendment**") is entered into as of October 21, 2019, by and between **REVEN HOUSING REIT, INC.**, a Maryland corporation (the "**Company**"), **SOR PORT HOLDINGS, LLC**, a Maryland limited liability company ("**Parent**") and **SOR PORT, LLC**, a Maryland limited liability company and wholly-owned subsidiary of Parent ("**Merger Sub**" and, together with the Company and Parent, the "**Parties**").

RECITALS

WHEREAS, the Parties are all of the parties to that certain Agreement and Plan of Merger, dated as of August 30, 2019, as amended as of September 19, 2019 (the "**Merger Agreement**");

WHEREAS, pursuant to Section 8.2 of the Merger Agreement, at any time prior to the Effective Time, the Merger Agreement may be amended (except to the extent that any such amendment would violate the MGCL or the MLLCA) if, and only if, such amendment is in writing and signed by Parent, Merger Sub and the Company; and

WHEREAS, the Parties wish to amend the Merger Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree, as follows:

1. Amendment to the Merger Agreement. Pursuant to Section 8.2 of the Merger Agreement, the Merger Agreement is hereby amended as follows:

(a) Section 2.3(b) of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Deposit of Merger Consideration. Pursuant to the Paying Agent Agreement, at or prior to the Closing, Parent will deposit, or will cause to be deposited, with the Paying Agent, in trust for the benefit of the holders of Shares immediately prior to the Effective Time, cash in U.S. dollars in an amount equal to (x) the Aggregate Merger Consideration, as finally determined pursuant to Section 2.1(c) or Section 2.1(d), as the case may be, *minus* (y) the Preferred Stock Amount, if any (all cash deposited with the Paying Agent pursuant to this Section 2.3(b) being hereinafter referred to as the "**Payment Fund**"). The Payment Fund will not be used for any purpose other than the purposes expressly provided for in this Agreement. Any such investment, if made, must be made in (i) short-term direct obligations of the U.S., (ii) short-term obligations for which the full faith and credit of the U.S. is pledged to provide for the payment of principal and interest, (iii) short-term commercial paper rated the highest quality by either Moody's Investors Service, Inc. or Standard & Poor's Financial Services LLC or (iv) certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding $1.0 billion. Any interest and other income resulting from investment of the Payment Fund will be a part of the Payment Fund. Subject to Section 2.3(e) (*Termination of Payment Fund*), Parent will, or will cause the Surviving Corporation to, promptly replace or restore the cash in the Payment

Fund so as to ensure that the Payment Fund is at all times maintained at a level sufficient for the Paying Agent to make all payments of the Merger Consideration as provided under Section 2.2(a) (less the Preferred Stock Amount, if any). No investment losses resulting from investment of the Payment Fund will diminish the rights of any holder of Shares immediately prior to the Effective Time to receive the Merger Consideration as provided herein."

(b) Section 2.3(c)(ii) of the Merger Agreement is amended by deleting the first sentence thereof in its entirety and replacing it with the following:

"(ii) Upon surrender to the Paying Agent of a Stock Certificate (or affidavits of loss in lieu of the Stock Certificates, as provided in Section 2.3(f)) or Book-Entry Shares, together with, in the case of Stock Certificates, the Letter of Transmittal, duly executed, or, in the case of Book-Entry Shares held through DTC, receipt of an "agent's message" by the Paying Agent and required presentation by DTC, and such other documents as may be reasonably required by the Paying Agent, the holder of such Stock Certificates or Book-Entry Shares will be entitled to receive in exchange therefor, and Parent will cause the Paying Agent to pay and deliver to each such holder, as promptly as practicable, a check or wire transfer of immediately available funds in an amount equal to (A) in the case of any holder that is a Participating Stockholder, (x) the amount of cash that such holder has the right to receive pursuant to Section 2.2(a), *minus* (y) the portion of the Preferred Stock Amount, if any, constituting payment for the shares of Series A Preferred Stock that such Participating Stockholder has elected to purchase in the Preferred Stock Offering, or (B) in the case of any holder that is not a Participating Stockholder, the amount of cash that such holder has the right to receive pursuant to Section 2.2(a)."

(c) The following Section 2.3(g) is inserted immediately following Section 2.3(f) of the Merger Agreement:

"(g) Procedures for Preferred Stock Offering. In the event that one or more Stockholders who are "accredited investors" (as defined in Rule 501 of Regulation D promulgated under the Securities Act) elect to purchase shares of Series A Preferred Stock pursuant to the Preferred Stock Offering (any such Stockholder, a "**Participating Stockholder**" and, collectively, the "**Participating Stockholders**"), the following procedures shall apply:

(i) Each Participating Stockholder shall be entitled to allocate a portion of the amount of cash that such Participating Stockholder has the right to receive pursuant to Section 2.2(a) towards payment for the shares of Series A Preferred Stock that such Participating Stockholder has elected to purchase in the Preferred Stock Offering, by specifying such allocated amount in the Series A Preferred Stock Purchase Agreement executed and delivered by such Participating Stockholder (the aggregate amount allocated by all Participating Stockholders towards payment for the shares of Series A Preferred Stock that the Participating Stockholders have elected to purchase in the Preferred Stock Offering, the "**Preferred Stock Amount**").

(ii) Prior to the Closing, Parent will appoint the Bank of New York Mellon or, if such financial service company is not available, another nationally recognized financial service company or trust company that has not provided material services to either the Company or Parent or any of their respective Affiliates in the preceding three (3) years and is reasonably acceptable to the Company and Parent, to serve as the escrow agent (together with its successors and permitted assigns, the "**Escrow Agent**") in connection with the Preferred Stock Offering, and Parent and the Purchaser Representative will enter into an escrow agreement with the Escrow Agent, in form and substance reasonably acceptable to the Company, Parent and the Purchaser Representative, relating to the Escrow Agent's responsibilities with respect to the payment of the Preferred Stock Amount to the Company or to the Paying Agent, as the case may be, in accordance herewith and therewith (as it may be amended, modified, or supplemented from time to time in accordance with the terms thereof, the "**Escrow Agent Agreement**"). Pursuant to the Escrow Agent Agreement, at or prior to the Closing, Parent will deposit, or will cause to be deposited, with the Escrow Agent, in trust for the benefit of the applicable Participating Stockholders, cash in U.S. dollars in an amount equal to the Preferred Stock Amount. Parent will pay all fees and expenses of the Escrow Agent.

(iii) The Preferred Stock Amount shall be held in escrow by the Escrow Agent pursuant to the Escrow Agreement until Parent and the Purchaser Representative jointly instruct the Escrow Agent to release the Preferred Stock Amount, as follows:

(A) if the Preferred Stock Offering is consummated, within one (1) Business Day after the closing of the Preferred Stock Offering, Parent and the Purchaser Representative will jointly instruct the Escrow Agent to release the Preferred Stock Amount to the Company as payment for the shares of Series A Preferred Stock that the applicable Participating Stockholders have elected to purchase in the Preferred Stock Offering; or

(B) if the Preferred Stock Offering is not consummated for any reason and all of the applicable Series A Preferred Stock Purchase Agreements are terminated in accordance with their terms, within one (1) Business Day after such termination, Parent and the Purchaser Representative shall jointly instruct the Escrow Agent to release the Preferred Stock Amount to the Paying Agent for distribution to the applicable Participating Stockholders pursuant to Section 2.3(g)(iv).

(iv) If the Preferred Stock Amount is released by the Escrow Agent to the Paying Agent pursuant to subparagraph (B) of Section 2.3(g)(ii), the Paying Agent shall pay each Participating Stockholder the amount of cash that each such Participating Stockholder has the right to receive pursuant to Section 2.2(a) in accordance with the procedures set forth in Section 2.3(c)(ii)."

(d) Section 8.14(a) of the Merger Agreement is amended to include (in alphabetical order) the following terms and meanings:

"**Purchaser Representative**" means the representative appointed by the Participating Stockholders pursuant to the Series A Preferred Stock Purchase Agreements.

"**Series A Preferred Stock Purchase Agreement**" means, with respect to each Participating Stockholder, the Series A Preferred Stock Purchase Agreement between the Company and such Participating Stockholder, pursuant to which such Participating Stockholder has agreed to purchase from the Company, and the Company has agreed to issue and sell to such Participating Stockholder, shares of Series A Preferred Stock pursuant to the Preferred Stock Offering.

(e) Section 8.14(b) of the Merger Agreement is amended to include (in alphabetical order) the following terms and references:

Term	**Section**
Escrow Agent	2.3(g)(ii)
Escrow Agent Agreement	2.3(g)(ii)
Participating Stockholder	2.3(g)
Preferred Stock Amount	2.3(g)(i)
Purchaser Representative	8.14(a)
Series A Preferred Stock Purchase Agreement	8.14(a)

2. Definitions. Capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Merger Agreement.

3. Effect of Amendment. The Merger Agreement is amended by this Amendment only as specifically provided in this Amendment and, as so amended, shall continue in full force and effect. Each reference in the Merger Agreement to "this Agreement," "the Merger Agreement," "herein," "hereof," "hereunder" or words of similar import shall hereafter be deemed to refer to the Merger Agreement as amended by this Amendment (except that references in the Merger Agreement to the "date hereof," "date of this Agreement," "date of the Merger Agreement" or words of similar import shall continue to mean August 30, 2019). References to the Merger Agreement in this Amendment and in any ancillary agreements or documents delivered in connection with the Merger Agreement or contemplated thereby shall refer to the Merger Agreement, as amended by this Amendment.

4. Authorization and Validity. Each party to this Amendment hereby represents and warrants to the other parties hereto that: (a) such party has the requisite power and authority to execute and deliver this Amendment, to perform their obligations hereunder and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Amendment has been duly and validly authorized by all necessary action of such party; and (c) this Amendment will be duly executed and delivered by such party and, assuming due execution and delivery by each of the other parties hereto, constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, subject to the Bankruptcy and Equity Exception.

5. Counterparts. This Amendment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission or by email of a .pdf attachment will be effective as delivery of a manually executed counterpart of this Agreement.

[*Signature Page Follows*]

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

COMPANY:

Reven Housing REIT, Inc.

By: /s/ *Chad M. Carpenter*
Name: Chad M. Carpenter
Title: Chief Executive Officer

PARENT:
SOR PORT Holdings, LLC

By: SOR X ACQUISITION III, LLC,
as Sole Member
By: KBS SOR EQUITY HOLDINGS X LLC,
a Delaware limited liability company, its sole member
By: KBS SOR (BVI) HOLDINGS, LTD., a British Virgin Islands company limited by shares, its sole member
By: KBS STRATEGIC OPPORTUNITY LIMITED PARTNERSHIP, a Delaware limited partnership, its sole shareholder
By: KBS STRATEGIC OPPORTUNITY REIT, INC., a Maryland corporation, its sole general partner

By: /s/ *Keith Hall*
Name: Keith Hall
Title: Chief Executive Officer

MERGER SUB:
SOR PORT, LLC

By: SOR PORT HOLDINGS, LLC,
as Sole Member
By: SOR X ACQUISITION III, LLC, a Delaware limited liability company, its sole member
By: KBS SOR EQUITY HOLDINGS X LLC,
a Delaware limited liability company, its sole member
By: KBS SOR (BVI) HOLDINGS, LTD., a British Virgin Islands company limited by shares, its sole member
By: KBS STRATEGIC OPPORTUNITY LIMITED PARTNERSHIP, a Delaware limited partnership, its sole shareholder
By: KBS STRATEGIC OPPORTUNITY REIT, INC., a Maryland corporation, its sole general partner

By: /s/ *Keith Hall*
Name: Keith Hall
Title: Chief Executive Officer

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