

**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 2, 2020**

THE HOWARD HUGHES CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-34856
(Commission File Number)

36-4673192
(I.R.S. Employer
Identification No.)

**One Galleria Tower
13355 Noel Road, 22nd Floor
Dallas, Texas 75240**
(Address of principal executive offices)

Registrant's telephone number, including area code: **(214) 741-7744**

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, \$0.01 par value per share	HHC	New York Stock Exchange

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))

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 1.01. Entry into a Material Definitive Agreement.

On October 2, 2020, The Howard Hughes Corporation (the “Company”) entered into a supplemental indenture (the “2020 First Supplemental Indenture”) by and among HH Woodlands Tower Holdings, LLC, a Delaware limited liability company (“Woodlands Tower”), API/HHC Lake Robbins Holding Company, LLC, a Delaware limited liability company (“API/HHC”), each as subsidiary guarantors, and Wells Fargo Bank, National Association, as trustee, to amend that certain indenture governing the 5.375% senior notes due 2028 (the “2028 Notes”), dated as of August 18, 2020, by and among the Company, as issuer, HHC Warehouse Holdings Company, LLC, a Delaware limited liability company, HH Warehouse Land Holdings, LLC, a Delaware limited liability company, each as subsidiary guarantors, and Wells Fargo Bank, National Association, as trustee (the “2020 Indenture”).

The 2020 First Supplemental Indenture provides that Woodlands Tower and API/HHC, as subsidiary guarantors, will be bound by the terms of the 2020 Indenture, will jointly and severally provide a guarantee of all payment obligations arising under the 2028 Notes, and will each be unconditionally and automatically released as a guarantor upon, among other events, each such entity no longer being the borrower or a guarantor under certain credit facilities or other forms of indebtedness of the Company.

On October 2, 2020, the Company entered into a supplemental indenture (the “2017 Third Supplemental Indenture”) by and among Woodlands Tower and API/HHC, each as subsidiary guarantors, and Wells Fargo Bank, National Association, as trustee, to amend that certain indenture governing the 5.375% senior notes due 2025 (the “2025 Notes”), dated as of March 16, 2017, by and between the Company and Wells Fargo Bank, National Association, as trustee (as supplemented by a first supplemental indenture thereto, dated as of June 15, 2017, and a second supplemental indenture thereto, dated as of August 18, 2020, and as so supplemented, the “2017 Indenture”).

The 2017 Third Supplemental Indenture provides that Woodlands Tower and API/HHC, as subsidiary guarantors, will be bound by the terms of the 2017 Indenture, will jointly and severally provide a guarantee of all payment obligations arising under the 2025 Notes, and will each be unconditionally and automatically released as a guarantor upon, among other events, each such entity no longer being the borrower or a guarantor under certain credit facilities or other forms of indebtedness of the Company.

The preceding descriptions of the 2020 First Supplemental Indenture and the 2017 Third Supplemental Indenture are summaries and are qualified in their entirety by, respectively, the 2020 First Supplemental Indenture, filed as Exhibit 4.1 hereto, and the 2017 Third Supplemental Indenture, filed as Exhibit 4.2 hereto, each of which is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
4.1	First Supplemental Indenture, dated as of October 2, 2020, to the indenture dated as of August 18, 2020, among The Howard Hughes Corporation, HH Woodlands Tower Holdings, LLC, API/ HHC Lake Robbins Holding Company, LLC and Wells Fargo Bank, National Association, as trustee.
4.2	Third Supplemental Indenture, dated as of October 2, 2020, to the indenture dated as of March 16, 2017, as first supplemented on June 15, 2017 and as further supplemented on August 18, 2020, among The Howard Hughes Corporation, HH Woodlands Tower Holdings, LLC, API/ HHC Lake Robbins Holding Company, LLC and Wells Fargo Bank, National Association, as trustee.
104	Cover Page Interactive Data File. The cover page XBRL tags are embedded within the inline XBRL document (contained in Exhibit 101)

SIGNATURE

Pursuant to the requirements of Section 12 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: October 7, 2020

THE HOWARD HUGHES CORPORATION

By: /s/ Peter F. Riley
Peter F. Riley
Senior Executive Vice President, Secretary and General Counsel

FIRST SUPPLEMENTAL INDENTURE

This First Supplemental Indenture (this “First Supplemental Indenture”), dated as of October 2, 2020, among HH Woodlands Tower Holdings, LLC, a Delaware limited liability company (“Woodlands Tower”), API/ HHC Lake Robbins Holding Company, LLC, a Delaware limited liability company (“API/HHC”), and each of Woodlands Tower and API/HHC, a “Guaranteeing Subsidiary” and together, the “Guaranteeing Subsidiaries”), The Howard Hughes Corporation, a Delaware corporation (the “Issuer”), and Wells Fargo Bank, National Association, as the Trustee (the “Trustee”).

WITNESSETH

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee an indenture (the “Indenture”), dated as of August 18, 2020, providing for the issuance of an unlimited aggregate principal amount of 5.375% Senior Notes due 2028 (the “Notes”);

WHEREAS, Section 4.16 of the Indenture provides that under certain circumstances each Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which each Guaranteeing Subsidiary shall unconditionally Guarantee all of the Issuer’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this First Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Subsidiary Guarantors. Each Guaranteeing Subsidiary hereby agrees to be a Subsidiary Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to Subsidiary Guarantors, including Article 10 thereof.

3. Governing Law. THIS FIRST SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Waiver of Jury Trial. **EACH OF THE GUARANTEEING SUBSIDIARIES AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS FIRST SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES, THE NOTE GUARANTEES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

5. Counterparts. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this First Supplemental Indenture and of signature pages by facsimile or .PDF transmission shall constitute effective execution and delivery of this First Supplemental Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or .pdf shall be deemed to be their original signatures for all purposes.

6. Headings. The headings of the Sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this First Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary and the Issuer.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, all as of the date first above written.

HH WOODLANDS TOWER HOLDINGS, LLC

By: /s/ Peter F. Riley
Name: Peter F. Riley
Title: Secretary

API/HHC LAKE ROBBINS HOLDING COMPANY, LLC

By: /s/ Peter F. Riley
Name: Peter F. Riley
Title: Secretary

THE HOWARD HUGHES CORPORATION

By: /s/ Peter F. Riley
Name: Peter F. Riley
Title: Senior Vice President, Secretary and General Counsel

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Michael Tu
Name: Michael Tu
Title: Vice President

THIRD SUPPLEMENTAL INDENTURE

This Third Supplemental Indenture (this “Third Supplemental Indenture”), dated as of October 2, 2020, among HH Woodlands Tower Holdings, LLC, a Delaware limited liability company (“Woodlands Tower”), API/HHC Lake Robbins Holding Company, LLC, a Delaware limited liability company (“API/HHC”, and each of Woodlands Tower and API/HHC, a “Guaranteeing Subsidiary”), The Howard Hughes Corporation, a Delaware corporation (the “Issuer”), and Wells Fargo Bank, National Association, as the Trustee (the “Trustee”).

W I T N E S S E T H

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee an indenture, dated as of March 16, 2017, as supplemented by a first supplemental indenture thereto, dated as of June 15, 2017, and further supplemented by a second supplemental indenture thereto, dated as of August 18, 2020 (together, the “Indenture”), which provides for the issuance of \$1,000,000,000 in aggregate principal amount of 5.375% Senior Notes due 2025 (the “Notes”);

WHEREAS, Section 4.16 of the Indenture provides that under certain circumstances a Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally Guarantee all of the Issuer’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Third Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Subsidiary Guarantors. Each Guaranteeing Subsidiary hereby agrees to be a Subsidiary Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to Subsidiary Guarantors, including Article 10 thereof.

3. Governing Law. THIS THIRD SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Waiver of Jury Trial. **THE GUARANTEEING SUBSIDIARIES AND THE TRUSTEE EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS THIRD SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES, THE NOTE GUARANTEES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

5. Counterparts. The parties may sign any number of copies of this Third Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Third Supplemental Indenture and of signature pages by facsimile or .PDF transmission shall constitute effective execution and delivery of this Third Supplemental Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or .pdf shall be deemed to be their original signatures for all purposes.

6. Headings. The headings of the Sections of this Third Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Third Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

7. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Third Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary and the Issuer.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed, all as of the date first above written.

HH WOODLANDS TOWER HOLDINGS, LLC

By: /s/ Peter F. Riley
Name: Peter F. Riley
Title: Secretary

API/HHC LAKE ROBBINS HOLDING COMPANY, LLC

By: /s/ Peter F. Riley
Name: Peter F. Riley
Title: Secretary

THE HOWARD HUGHES CORPORATION

By: /s/ Peter F. Riley
Name: Peter F. Riley
Title: Senior Vice President, Secretary and General Counsel

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Michael Tu
Name: Michael Tu
Title: Vice President