
**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): **June 30, 2021**

NorthStar Healthcare Income, Inc.

(Exact name of registrant as specified in its charter)

Maryland (State or other jurisdiction of incorporation)	000-55190 (Commission File Number)	27-3663988 (I.R.S. Employer Identification No.)
590 Madison Avenue, 34th Floor, New York, NY (Address of principal executive offices)		10022 (Zip Code)
	(212) 547-2600 (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 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, par value \$0.01 per share	None	None

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 June 30, 2021, the board of directors (the “Board”) of NorthStar Healthcare Income, Inc. (“NorthStar Healthcare”) approved the renewal of the advisory agreement (as amended from time to time, the “Advisory Agreement”) by and among NorthStar Healthcare, NorthStar Healthcare Income Operating Partnership, LP (the “Operating Partnership”), CNI NSHC Advisors, LLC (formerly NSAM J-NSHC Ltd), NorthStar Healthcare’s advisor (the “Advisor”), and DigitalBridge Group, Inc. (f/k/a Colony Capital, Inc.), as successor to NorthStar Asset Management Group Inc., NorthStar Healthcare’s sponsor (the “Sponsor”). The Advisory Agreement was renewed for an additional one-year term commencing on June 30, 2021 upon terms identical to those in effect through June 30, 2021, but for the following modifications:

- a reduction of the Asset Management Fee (as defined in the Advisory Agreement) with respect to corporate cash balances exceeding \$75 million, subject to the terms and conditions set forth in the Advisory Agreement; and
- the payment of the Management Fee (as defined in the Advisory Agreement) entirely in the form of shares of common stock of NorthStar Healthcare (collectively, the “Amendments”).

In connection therewith, on June 30, 2021, NorthStar Healthcare, the Operating Partnership, the Advisor and the Sponsor entered into Amendment No. 3 to the Advisory Agreement (“Amendment No. 3”) to effect the Amendments, to be effective June 30, 2021. Pursuant to the Advisory Agreement, the Advisor will continue to perform day-to-day operational and administrative services for NorthStar Healthcare, including asset management services, acquisition services, accounting services and stockholder services.

The foregoing description of the Advisory Agreement, as amended, does not purport to be complete and is subject to, and qualified in its entirety by, the Advisory Agreement filed as Exhibit 10.1 to NorthStar Healthcare’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on July 1, 2014, Amendment No. 1 to the Advisory Agreement filed as Exhibit 10.1 to NorthStar Healthcare’s Current Report on Form 8-K filed with the SEC on December 26, 2017, Amendment No. 2 to the Advisory Agreement filed as Exhibit 10.1 to NorthStar Healthcare’s Current Report on Form 8-K filed with the SEC on June 23, 2020, and Amendment No. 3 attached to this Current Report on Form 8-K as Exhibit 10.1, which agreement as amended is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibit.

Exhibit No.	Description
10.1	<u>Amendment No. 3 to Advisory Agreement dated as of June 30, 2021 by and among NorthStar Healthcare Income, Inc., NorthStar Healthcare Income Operating Partnership, LP, CNI NSHC Advisors, LLC and DigitalBridge Group, Inc. (f/k/a Colony Capital, Inc.)</u>

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 hereunto duly authorized.

NorthStar Healthcare Income, Inc.

Date: July 1, 2021

By: /s/ Ann B. Harrington
Ann B. Harrington
General Counsel and Secretary

EXECUTION VERSION

AMENDMENT NO. 3

TO

ADVISORY AGREEMENT

THIS AMENDMENT NO. 3 (this "Amendment") is made and entered into as of June 30, 2021, and amends that certain Advisory Agreement, dated as of June 30, 2014, as amended by Amendment No. 1, dated December 20, 2017, and Amendment No. 2, dated June 22, 2020 (as amended, the "Advisory Agreement"), by and among NorthStar Healthcare Income, Inc., a Maryland corporation (the "Company"), NorthStar Healthcare Income Operating Partnership, LP, a Delaware limited partnership (the "Operating Partnership"), CNI NSHC Advisors, LLC, a Delaware limited liability company (the "Advisor"), as successor to NSAM J-NSHC Ltd, an Isle of Jersey limited company, and, solely in connection with the obligations set forth in Section 12.03 and Article 13 of the Advisory Agreement, DigitalBridge Group, Inc. (f/k/a Colony Capital, Inc.), a Maryland corporation ("CLNY"), as successor to NorthStar Asset Management Group Inc., a Delaware corporation. Capitalized terms used but not defined herein shall have the meanings set forth in the Advisory Agreement.

RECITALS

WHEREAS, pursuant to Section 18.02 of the Advisory Agreement, the Advisory Agreement may not be changed or modified except by an instrument in writing signed by the parties thereto, or their respective successors or permitted assigns; and

WHEREAS, each of the Company, the Operating Partnership, the Advisor and CLNY desires to amend the Advisory Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged by all parties, the parties hereto agree as follows:

AGREEMENT

1. Amendment to Agreement.

(a) Section 8.02 of the Advisory Agreement is hereby deleted in its entirety and replaced with the following:

"8.02 Management Fees. The Company shall pay the Advisor as compensation for the services described in Section 3.03 hereof a monthly fee (the "Asset Management Fee") in an amount equal to one-twelfth of 1.5% of the Company's most recently available publicly filed aggregate net asset value (the "NAV"), as the NAV may be subsequently adjusted for any Special Distribution; *provided*, that beginning on January 1, 2022, in the event the Company maintains an unrestricted corporate cash balance (reduced for any amounts outstanding under that certain Amended and Restated Revolving Line of Credit Agreement, between the Company and CNI Healthcare Funding, LLC (as amended from time to time, the "Sponsor Line of Credit") greater than \$75 million for more than 30 days (the "Excess Cash Condition"), for purposes of calculating the Asset Management Fee for the immediately following month and each month thereafter for so long as the Excess Cash Condition exists, the most recently available publicly filed aggregate NAV shall be reduced by an amount equal to the average unrestricted corporate cash balance for the relevant month, less \$75 million, less any amounts outstanding under the Sponsor Line of Credit (the "Excess Cash Amount"). Where the Excess Cash Condition is satisfied, the Company

shall also pay the Advisor, in addition to the Asset Management Fee for such monthly period, an incremental monthly fee in an amount equal to one-twelfth of 0.50% of the Excess Cash Amount (the “Excess Cash Management Fee” and, together with the Asset Management Fee, the “Management Fee”). The Advisor shall submit a monthly invoice to the Company, accompanied by a calculation of the Asset Management Fee, and, if applicable, the Excess Cash Management Fee, for the applicable month. The Management Fee shall generally be payable on the last day of the month that immediately follows the month in which such Management Fee was earned, or the first business day following the last day of such month. The Company shall pay the Management Fee in the form of Shares, at a price per Share equal to the NAV per Share, as may be adjusted for any Special Distribution. Payment of the Management Fee may be deferred, in whole or in part, in the sole discretion of the Advisor. Any such deferred Management Fees shall be paid to the Advisor without interest at such subsequent date as the Advisor shall request.”

2. Miscellaneous.

(a) *Effectiveness of Amendment.* This Amendment shall be effective on June 30, 2021.

(b) *Counterparts; Signature.* This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or electronic means shall be effective as delivery of a manually executed counterpart of this Amendment.

(c) *Governing Law.* This Amendment shall be governed by and construed in accordance with Section 18.04 of the Advisory Agreement.

(d) *Continued Effect.* Except as specifically set forth herein, all other terms and conditions of the Advisory Agreement shall remain unmodified and in full force and effect, the same being confirmed and republished hereby. In the event of any conflict between the terms of the Advisory Agreement and the terms of this Amendment, the terms of this Amendment shall control.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

NorthStar Healthcare Income, Inc.

By: /s/ Ann B. Harrington
Ann B. Harrington
General Counsel and Secretary

NorthStar Healthcare Income Operating Partnership, LP

By: NorthStar Healthcare Income, Inc., its General Partner

By: /s/ Ann B. Harrington
Ann B. Harrington
General Counsel and Secretary

CNI NSHC Advisors, LLC

By: /s/ Ronald M. Sanders
Ronald M. Sanders
Vice President

DigitalBridge Group, Inc.

By: /s/ Ronald M. Sanders
Ronald M. Sanders
Executive Vice President