

Marcus & Millichap, Inc.  
Form 8-K  
June 24, 2014

**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): June 18, 2014**

**MARCUS & MILLICHAP, INC.**

**(Exact name of Registrant as Specified in its Charter)**

**Delaware**  
**(State or Other Jurisdiction**  
**of Incorporation)**

**001-36155**  
**(Commission**  
**File Number)**  
**23975 Park Sorrento, Suite 400**

**35-2478370**  
**(I.R.S. Employer**  
**Identification Number)**

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**Calabasas, California 91302**

**(Address of Principal Executive Offices including Zip Code)**

**(818) 212-2250**

**(Registrant's Telephone Number, including Area Code)**

**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))

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

On June 18, 2014, Marcus & Millichap, Inc. (the Company ) entered into a Credit Agreement with Wells Fargo Bank, National Association ( Bank ), dated as of June 1, 2014 (the Credit Agreement ). The Credit Agreement provides for a \$60 million principal amount senior secured revolving credit facility that is guaranteed by all of the Company s domestic subsidiaries (the Credit Facility ). The Credit Facility matures on June 1, 2017. The Company may borrow, repay and reborrow amounts under the Credit Facility until its maturity date, at which time all amounts outstanding under the Credit Facility must be repaid in full.

The Credit Agreement is intended to provide for future liquidity needs, if needed. The Company has no current plans to draw down any commitments under the Credit Facility. The Credit Facility includes a \$10 million sublimit for the issuance of standby letters of credit.

Borrowings under the Credit Facility will bear interest, at the Company s option, at either the (i) Base Rate (defined as the highest of (a) the Wells Fargo prime rate, (b) the Federal Funds Rate plus 1.5% and (c) one-month LIBOR plus 1.5%), or (ii) at a variable rate between 0.875% and 1.125% above LIBOR, based upon the total funded debt to EBITDA ratio. An unused line fee of between 0.1% and 0.0% shall be payable quarterly in respect of the total amount of the unutilized Lenders commitments under the Credit Facility, based upon the amount of the unused line left outstanding.

The Credit Facility contains customary covenants, including financial covenants (which require the Company, on a combined basis with its guarantors, to maintain (i) an EBITDAR Coverage Ratio (as defined in the Credit Agreement) of not less than 1.25:1.0 as of each quarter end and (ii) total funded debt to EBITDA not greater than 2.0:1.0), reporting requirements and events of default. The Credit Facility is secured by substantially all assets of the Company, including pledges of 100% of the stock or other equity interest of each subsidiary except to the extent such property constitutes the capital stock of a controlled foreign corporation (as defined in the Internal Revenue Code), in which case no such pledge shall be required.

The foregoing description of the Credit Facility is only a summary and is qualified in its entirety by reference to the Credit Agreement, a copy of which is attached hereto as Exhibit 10.1.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

Please see the discussion set forth in response to Item 1.01 above.

**Item 9.01. Financial Statements and Exhibits**

- (10.1) Credit Agreement, between the Company and Wells Fargo Bank, National Association dated as of June 1, 2014.

**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.

**MARCUS & MILLICHAP, INC.**

Date: June 24, 2014

By: /s/ Martin E. Louie  
Martin E. Louie

*Chief Financial Officer*

**EXHIBIT INDEX**

Exhibit Number	Description
(10.1)	Credit Agreement, between the Company and Wells Fargo Bank, National Association dated as of June 1, 2014.