
**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): May 22, 2018 (May 22, 2018)

AG Mortgage Investment Trust, Inc.
(Exact name of Registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

001-35151
(Commission
File Number)

27-5254382
(I.R.S. Employer
Identification No.)

245 Park Avenue, 26th floor
New York, New York 10167
(212) 692-2000
(Address, including zip code, and telephone number,
including area code, of registrant's principal executive offices)

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))

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 8.01 Other Events.

On May 22, 2018, AG Mortgage Investment Trust Inc., a Maryland corporation (the “Company”), filed with the Securities and Exchange Commission (the “SEC”) a prospectus supplement, dated May 22, 2018 (the “ATM Prospectus”), pursuant to Rule 424(b) under the Securities Act of 1933, as amended, relating to the offer and sale of shares of the Company’s common stock, \$0.01 par value per share (the “Common Stock”), that remain unsold under the Company’s existing at-the-market equity offering program (the “ATM Program”). The shares of Common Stock that can be sold under the ATM Program have an aggregate offering price of up to \$100,000,000. The ATM Prospectus was filed as a result of the Company filing with the SEC a new shelf registration statement on Form S-3 (No. 333-224629) on May 2, 2018, which was declared effective by the SEC on May 18, 2018 and replaced the Company’s previously filed shelf registration statement on Form S-3. An opinion of Saul Ewing Arnstein & Lehr LLP with respect to the validity of the Common Stock that may be offered and sold pursuant to the ATM Prospectus and the accompanying base prospectus is filed herewith as Exhibit 5.1.

On May 22, 2018, the Company also entered into Amendment No. 1 to the Equity Distribution Agreement with each of JMP Securities LLC and Credit Suisse Securities (USA) LLC (together, the “Sales Agents”), each dated May 22, 2018 (together, the “Amendments”), which provides, among other matters, that following the date thereof, any offers and sales of shares of the Common Stock under the ATM Program shall be made pursuant to the ATM Prospectus. As of the date of the Amendments, the Company had already sold shares of Common Stock having an aggregate offering price of \$8,980,826 under the ATM Program, resulting in shares of Common Stock having an aggregate offering price of up to \$91,019,174 remaining available for sale thereunder.

The foregoing description of the Amendments does not purport to be complete and is subject to and qualified in its entirety by reference to the Amendments, copies of which are filed as Exhibit 1.1 and Exhibit 1.2 hereto, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
1.1	<u>Amendment No. 1 to Equity Distribution Agreement, dated May 22, 2018, by and among the Company and JMP Securities LLC.</u>
1.2	<u>Amendment No. 1 to Equity Distribution Agreement, dated May 22, 2018, by and among the Company and Credit Suisse Securities (USA) LLC.</u>
5.1	<u>Opinion of Saul Ewing Arnstein & Lehr LLP as to the validity of the securities being registered by AG Mortgage Investment Trust, Inc.</u>
23.1	<u>Consent of Saul Ewing Arnstein & Lehr LLP (included in Exhibit 5.1).</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.

Date: May 22, 2018

AG MORTGAGE INVESTMENT TRUST, INC.

By: /s/ Raul E. Moreno

Raul E. Moreno

General Counsel and Secretary

AG MORTGAGE INVESTMENT TRUST, INC.

AMENDMENT NO. 1 TO THE
EQUITY DISTRIBUTION AGREEMENT

May 22, 2018

JMP Securities LLC
450 Park Avenue, 5th Floor
New York, New York 10022

Ladies and Gentlemen:

Reference is made to the Equity Distribution Agreement, dated May 5, 2017 (the "Agreement"), among AG Mortgage Investment Trust, Inc., a Maryland corporation (the "Company"), its manager, AG REIT Management, LLC, a Delaware limited liability company (the "Manager") and JMP Securities LLC (the "Agent"), pursuant to which the Company may issue and sell through the Agent, acting as agent and/or principal, shares of the Company's common stock, par value \$0.01 per share having a maximum aggregate offering price of up to \$100,000,000.

In connection with the foregoing, the Company, the Manager and the Agent wish to amend the Agreement through this Amendment No. 1 to the Agreement (this "Amendment") to modify the definition of certain defined terms set forth in the Agreement and used therein and to make certain other changes to the Agreement with effect on and after the date hereof (the "Effective Date").

SECTION 1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings assigned thereto in the Agreement.

SECTION 2. Amendment of the Agreement.

(a) The definition of the term "Registration Statement" is hereby amended to read as follows:

Except where the context otherwise requires, "Registration Statement" means the Registration Statement on Form S-3 (No. 333-224629) as of its most recent effective date, including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 424(b) under the 1933 Act as part of the Registration Statement or deemed to be part of the Registration Statement at the time of effectiveness pursuant to Rule 430A or 430B under the 1933 Act; *provided, however*, that upon the termination or expiration of the Registration Statement on Form S-3 (No. 333-224629) or

the filing of a new Registration Statement on Form S-3; "Registration Statement" shall refer to the most recent Form S-3 filed by the Company as of its most recent effective date, including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 424(b) under the 1933 Act as part of the Registration Statement or deemed to be part of the Registration Statement at the time of effectiveness pursuant to Rule 430A or 430B under the 1933 Act.

(a) Section 7(b) is hereby amended to read as follows:

Settlement of Placement Securities. Unless otherwise specified in the applicable Placement Notice, settlement for sales of Placement Securities will occur on the second (2nd) Trading Day (or such earlier day as is industry practice for regular-way trading) following the date on which such sales are made (each, a "Settlement Date"). The amount of proceeds to be delivered to the Company on a Settlement Date against receipt of the Placement Securities sold (the "Net Proceeds") will be equal to the aggregate sales price received by the Sales Agent at which such Placement Securities were sold, after deduction for the Sales Agent's commission, discount or other compensation for such sales payable by the Company pursuant to Section 2 hereof.

SECTION 3. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

SECTION 4. Law; Construction. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. Entire Agreement; Amendment; Severability. This Amendment and the Agreement hereby constitute the entire agreement and understanding between the parties hereto and supersede any and all prior agreements and understandings relating to the subject matter hereof. Except as further amended hereby, all of the terms of the Agreement shall remain in full force and effect and are hereby confirmed in all respects. Neither this Amendment, the Agreement nor any term hereof or thereof may be amended except pursuant to a written instrument executed by the Company, the Manager and each of the Agents. In the event that any one or more of the provisions contained in this Amendment or the Agreement, or the application thereof in any circumstance, is held invalid, illegal or unenforceable as written by a court of competent jurisdiction, then such provision shall be given full force and effect to the fullest possible extent that it is valid, legal and enforceable, and the remainder of the terms and provisions herein or therein shall be construed as if such invalid, illegal or unenforceable term or provision was not contained herein or therein, but only to the extent that giving effect to such provision and the remainder of the terms and provisions hereof or thereof shall be in accordance with the intent of the parties as reflected in this Amendment or the Agreement.

[SIGNATURE PAGE FOLLOWS]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the parties below in accordance with its terms.

Very truly yours,

AG MORTGAGE INVESTMENT TRUST, INC.

By: /s/ Raul E. Moreno
Name: Raul E. Moreno
Title: General Counsel and Secretary

AG REIT MANAGEMENT, LLC

By: /s/ Raul E. Moreno
Name: Raul E. Moreno
Title: General Counsel

CONFIRMED AND ACCEPTED, as of the date first above written:

JMP SECURITIES LLC

By: /s/ Thomas Kilian
Name: Thomas Kilian
Title: Chief Operating Officer, Investment Banking

[Signature Page to JMP EDA Amendment]

AG MORTGAGE INVESTMENT TRUST, INC.

AMENDMENT NO. 1 TO THE
EQUITY DISTRIBUTION AGREEMENT

May 22, 2018

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, NY 10010-3629

Ladies and Gentlemen:

Reference is made to the Equity Distribution Agreement, dated May 5, 2017 (the "Agreement"), among AG Mortgage Investment Trust, Inc., a Maryland corporation (the "Company"), its manager, AG REIT Management, LLC, a Delaware limited liability company (the "Manager") and Credit Suisse Securities (USA) LLC (the "Agent"), pursuant to which the Company may issue and sell through the Agent, acting as agent and/or principal, shares of the Company's common stock, par value \$0.01 per share having a maximum aggregate offering price of up to \$100,000,000.

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of the Registration Statement on Form S-3 (No. 333-224629) or the filing of a new Registration Statement on Form S-3; "Registration Statement" shall refer to the most recent Form S-3 filed by the Company as of its most recent effective date, including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 424(b) under the 1933 Act as part of the Registration Statement or deemed to be part of the Registration Statement at the time of effectiveness pursuant to Rule 430A or 430B under the 1933 Act.

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provision was not contained herein or therein, but only to the extent that giving effect to such provision and the remainder of the terms and provisions hereof or thereof shall be in accordance with the intent of the parties as reflected in this Amendment or the Agreement.

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If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the parties below in accordance with its terms.

Very truly yours,

AG MORTGAGE INVESTMENT TRUST, INC.

By: /s/ Raul E. Moreno
Name: Raul E. Moreno
Title: General Counsel and Secretary

AG REIT MANAGEMENT, LLC

By: /s/ Raul E. Moreno
Name: Raul E. Moreno
Title: General Counsel

CONFIRMED AND ACCEPTED, as of the date first above written:

CREDIT SUISSE SECURITIES (USA) LLC

By: /s/ Andrew Rosenburgh
Name: Andrew Rosenburgh
Title: Managing Director

[Signature Page to CS EDA Amendment]

May 22, 2018

AG Mortgage Investment Trust, Inc.
245 Park Avenue, 26th Floor
New York, NY 10167

Re: AG Mortgage Investment Trust, Inc.
Registration Statement on Form S-3 (No. 333-224629)

Ladies and Gentlemen:

We have acted as Maryland counsel for AG Mortgage Investment Trust, Inc., a Maryland corporation (the “**Company**”), in connection with certain matters of Maryland law arising out of the issuance and sale pursuant to a public offering by the Company of common stock, par value \$0.01 per share, of the Company (the “**Common Stock**”), having an aggregate offering price of up to \$100,000,000 (the “**Shares**”), to be offered in an “at-the-market” offering, as defined in Rule 415 of the Securities Act of 1933, as amended (the “**Act**”), under the above-referenced Registration Statement and all amendments thereto (the “**S-3 Registration Statement**”), filed by the Company with the Securities and Exchange Commission (the “**Commission**”) under the Act, pursuant to Equity Distribution Agreements, dated May 5, 2017, by and among the Company, AG REIT Management, LLC, a Delaware limited liability company, JMP Securities LLC and Credit Suisse Securities (USA) LLC, each as amended by an Amendment No. 1 to the Equity Distribution Agreement, dated May 22, 2018 (the “**Agreements**”).

In connection with our representation of the Company and as a basis for the opinions hereinafter set forth, we have examined originals or copies of the following documents (hereinafter collectively referred to as the “**Documents**”):

(i) a copy of the S-3 Registration Statement, on the form filed by the Company with the Commission under the Act;

(ii) a copy of the prospectus contained in the S-3 Registration Statement, as supplemented by a Prospectus Supplement dated May 22, 2018 (collectively, the “**Prospectus**”), filed with the Commission pursuant to Rule 424(b)(2) of the Act;



DELAWARE MARYLAND MASSACHUSETTS NEW JERSEY NEW YORK PENNSYLVANIA WASHINGTON, DC

A DELAWARE LIMITED LIABILITY PARTNERSHIP

(iii) a certified copy of the Articles of Amendment and Restatement of the Company, filed with the State Department of Assessments and Taxation of Maryland (“**SDAT**”) on April 26, 2011 (the “**Articles of Amendment and Restatement**”);

(iv) a certified copy of the Articles Supplementary for 3,000,000 shares of 8.25% Series A Cumulative Redeemable Preferred Stock, filed with and certified by the SDAT on July 31, 2012 (the “**Series A Articles Supplementary**”);

(v) a certified copy of the Articles Supplementary for 6,000,000 shares of 8.00% Series B Cumulative Redeemable Preferred Stock, filed with and certified by the SDAT on September 21, 2012 (the “**Series B Articles Supplementary**”);

(vi) a certified copy of the Articles of Amendment, filed with the SDAT on May 5, 2017 (the “**Articles of Amendment**”); together with the Articles of Amendment and Restatement, Series A Articles Supplementary and Series B Articles Supplementary, the “**Charter**”);

(vii) a copy of the Amended and Restated Bylaws of the Company (the “**Bylaws**”);

(viii) copies of the resolutions adopted by the Board of Directors of the Company at meetings held on May 3, 2017 and May 2, 2018, relating to, among other matters, the issuance and sale of the Shares and authorization of the Agreements (the “**Resolutions**”);

(ix) a certificate of status of the Company, issued by the SDAT, dated May 18, 2018;

(x) the Agreements;

(xi) a certificate of the Secretary of the Company, as to the authenticity of the Charter and Bylaws of the Company, the incumbency of the officers of the Company, the Resolutions, and other matters that we have deemed necessary and appropriate; and

(xii) such other documents and matters as we have deemed necessary and appropriate to express the opinions set forth in this letter, subject to the limitations, assumptions and qualifications noted below.

In reaching the opinions set forth below, we have assumed:

(a) that all signatures on the Documents and any other documents submitted to us for examination are genuine;

(b) the authenticity of all Documents submitted to us as originals, the conformity to originals of all Documents submitted to us as certified or photographic copies, and the accuracy and completeness of all documents;

(c) the legal capacity of all natural persons executing any Documents, whether on behalf of themselves or other persons;

(d) that all persons executing the Documents on behalf of any party (other than the Company) are duly authorized;

(e) that each of the parties (other than the Company) has duly and validly executed and delivered each of the Documents to which that party is a signatory, and the party's obligations are valid and legally binding obligations, enforceable in accordance with the terms of the respective Documents;

(f) all public records reviewed or relied upon by us or on our behalf are true and complete;

(g) that all representations, warranties, statements and information contained in the Documents are accurate and complete;

(h) there will be no changes in applicable law between the date of this opinion and any date of issuance or delivery of any of the Shares;

(i) that at the time of delivery of the Shares, all contemplated additional actions shall have been taken and the authorization of the issuance of the Shares will not have been modified or rescinded;

(j) the issuance, execution and delivery of the Shares, and the compliance by the Company with the terms of the Shares, will not violate any then-applicable law or result in a default under, breach of, or violation of any provision of any instrument or agreement then binding on the Company, or any restriction imposed by any court or governmental body having jurisdiction over the Company;

(k) the consideration received or proposed to be received for the issuance and sale of the Shares is as contemplated by the Agreements and is not less than the par value per share;

(l) that the aggregate number of shares of capital stock of the Company which would be outstanding after the issuance or reservation for issuance of the Shares, and any other contemporaneously issued or reserved shares of Common Stock or preferred stock, together with the number of shares of Common Stock and preferred stock previously issued and outstanding and the number of shares of Common Stock and preferred stock previously reserved for issuance by the Company upon the conversion or exchange of other securities issued by the Company, does not and will not exceed the aggregate number of the then authorized shares of capital stock of the Company or of the then authorized shares of stock within the applicable class or series of shares of the Company's Common Stock or preferred stock;

(m) that there has been no oral or written modification of or amendment to the Documents, and there has been no waiver of any provision of the Documents, by actions or omission of the parties or otherwise; and

(n) that prior to the issuance of any Shares, the price and certain other terms of issuance of such Shares will be authorized and approved by the officers authorized under the Resolutions, in accordance with and not in violation of the Maryland General Corporation Law, as amended (the “MGCL”), the Charter, the Bylaws and the Resolutions (with such approvals referred to hereinafter as the “**Corporate Proceedings**”).

As to various questions of fact material to our opinions, we have relied upon a certificate and representations of Secretary of the Company, and have assumed that the Secretary’s certificate and representations continue to remain true and complete as of the date of this letter. We have not examined any court records, dockets, or other public records, nor have we investigated the Company’s history or other transactions, except as specifically set forth in this letter.

Based on our review of the foregoing and subject to the assumptions and qualifications set forth in this letter, it is our opinion, as of the date of this letter, that:

1. The Company is a corporation duly incorporated and existing under and by virtue of the laws of the State of Maryland and is in good standing with the SDAT.

2. The issuance of the Shares by the Company has been duly authorized and, when and if the Shares are duly issued and delivered in the manner and for the consideration contemplated by each of the Corporate Proceedings, the S-3 Registration Statement, the Prospectus and the Agreements, the Shares will be validly issued, fully paid and nonassessable.

In addition to the qualifications set forth above, the opinions set forth in this letter are also subject to the following qualifications:

(i) We express no opinion as to the laws of any jurisdiction other than the laws of the State of Maryland. We express no opinion as to the principles of conflict of laws of any jurisdiction, including the laws of the State of Maryland.

(ii) We assume no obligation to supplement our opinions if any applicable law changes after the date of this letter or if we become aware of any facts that might alter the opinions expressed in this letter after the date of this letter.

(iii) We express no opinion on the application of federal or state securities laws to the transactions contemplated by the Documents.

The opinions expressed in this letter are furnished only with respect to the transactions contemplated by the Documents. The opinions expressed in this letter are limited to the matters set forth in this letter, and no other opinions shall be implied or inferred beyond the matters expressly stated.

We hereby consent to the filing of this opinion as an exhibit to the Company's current report on Form 8-K, filed with the Commission on the date hereof, and to the use of the name of our firm in connection therewith. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Act.

Very truly yours,

/s/ SAUL EWING ARNSTEIN & LEHR LLP