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): February 4, 2021

Whitestone REIT

(Exact name of registrant as specified in charter)

Maryland	**001-34855**	**76-0594970**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2600 South Gessner, Suite 500, Houston, Texas	**77063**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(713) 827-9595**

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))

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 Shares of Beneficial Interest, par value $0.001 per share	WSR	New York Stock Exchange
Preferred Stock Purchase Rights	N/A	New York Stock Exchange

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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth in Item 8.01 of this Current Report on Form 8-K regarding cash bonuses payable to named executive officers is incorporated herein by reference.

Item 8.01 Other Events.

On February 4, 2021, the Board of Trustees (the "Board") of Whitestone REIT (the "Company"), upon recommendation and approval of the Compensation Committee of the Board (the "Compensation Committee"), approved the following cash payments to its employees, including named executive officers, and an increase in the Company's annual cash distribution. In taking these actions, the Board and the Compensation Committee considered the impact of the ongoing COVID-19 pandemic on the Company's business and operations and the Company's commitment to delivering long-term value to its shareholders.

Cash Bonuses Payable to Named Executive Officers

The Company's annual incentive program (the "AIP") provides an opportunity for employees to receive a short-term award based on the achievement of specified organization, operating and financial goals and objectives at the corporate level that are established by the Compensation Committee each year. In July 2020, the Compensation Committee established three targets for 2020 pursuant to the AIP to be based on achievement of specified levels of liquidity, occupancy and the ratio of the Company's dividend to AFFO. The 2020 targets were intended to be challenging to achieve, even at the lowest level, because the Company has historically not paid out cash incentives and did not intend to do so in 2021 unless performance in 2020 was well-above expectation. The Company's CEO and CFO have not received cash incentives pursuant to the AIP for the past nine years. Cash incentive opportunities of the named executive officers pursuant to the AIP were as follows, with potential to earn up to 200% of the target award depending on the level of achievement of the three 2020 targets.

NEO	AIP Cash Incentive Opportunity at "Target"
James C. Mastandrea	125% of annual base salary, or $750,000
David K. Holeman	100% of annual base salary, or $375,000
John J. Dee	50% of annual base salary, or $125,000
Bradford D. Johnson	80% of annual base salary, or $240,000
Christine J. Mastandrea	80% of annual base salary, or $240,000

Because the Company achieved each of the three 2020 targets at the highest level, each named executive officer was potentially eligible to receive his or her AIP cash incentive at 200% of the target amount. Historically, the Compensation Committee has refrained from exercising discretion to modify cash incentives payable pursuant to the AIP. However, the Compensation Committee and the Board considered that, among other things, despite the fact that the 2020 targets were established at the height of the COVID-19 pandemic and that the Company and executive officers had performed at an exceptional level in 2020, as a result of the impact of the pandemic the Compensation Committee and the Board exercised their discretion to reduce the cash incentives payable to named executive officers to target rather than 200% of target. The Company will pay an aggregate of $1.73 million in cash incentives to the named executive officers in 2021 pursuant to the AIP.

The Compensation Committee and the Board also amended the employment agreements for Messrs. Mastandrea and Holeman and the change in control agreements for Mrs. Mastandrea and Messrs. Dee and Johnson in order to clarify that this reduction in 2020 cash incentive payouts will be disregarded in connection with any severance or change in control and approved retention payments for the named executive officers to be paid on March 15, 2025, subject to the named executive officers remaining employed by the Company through December 31, 2024 (with exceptions for terminations by the Company without cause, by the named executive officers for good reason or due to death or disability). The amounts of such retention payments for Messrs. Mastandrea, Holeman, Dee and Johnson and Mrs. Mastandrea are $750,000, $375,000, $125,000, $240,000 and $240,000, respectively.

Cash Bonuses Payable to Non-Named Executive Officer Employees

The Board approved additional cash bonuses payable to the Company's non-named executive officer employees of up to $300,000 in the aggregate for their contributions during 2020.

Quarterly Dividend

The Board increased the Company’s quarterly cash distribution by $0.0025, or 2.4%, to $0.1075 per common share and OP unit for the first quarter of 2021, payable in monthly installments of $0.035833 beginning with the previously announced cash distribution payment in March 2021. Going forward, the Board will continue to evaluate dividend declarations each quarter.

Item 9.01 Exhibits.

(d) Exhibits

99.1	Press release of Whitestone REIT, dated February 10, 2021.
10.1	Amendment to Employment Agreement between Whitestone REIT and James C. Mastandrea
10.2	Amendment to Employment Agreement between Whitestone REIT and David K. Holeman
10.3	Amendment to Change in Control Agreement between Whitestone REIT and John J. Dee
10.4	Amendment to Change in Control Agreement between Whitestone REIT and Bradford D. Johnson
10.5	Amendment to Change in Control Agreement between Whitestone REIT and Christine J. Mastandrea

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

		Whitestone REIT
		(Registrant)
Date:	February 10, 2021	**By:** /s/ David K. Holeman
		Name: David K. Holeman
		Title: Chief Financial Officer

EXHIBIT 10.1

AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN WHITESTONE REIT AND JAMES C. MASTANDREA

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is entered into effective as of February 10, 2021 by WHITESTONE REIT, a Maryland real estate investment trust (the "Company") and JAMES C. MASTANDREA, 1600 Post Oak, Unit #1307, Houston, Texas, 77056 ("Mastandrea"). The Company and Mastandrea are sometimes collectively referred to herein as the "Parties".

RECITALS

A. The Parties entered into an Employment Agreement Between the Company and Mastandrea the 29th day of August 2014 (the "Agreement").

B. The compensation committee ("Compensation Committee") of the Whitestone REIT board of trustees has determined that it is in its best interest to provide Mastandrea with retention and termination benefits under certain terms and conditions.

C. The Parties wish to amend the Agreement in certain respects.

NOW, THEREFORE, by the terms of this Amendment, the Parties desire to amend the Agreement, subject to the terms and modifications reflected below.

AMENDMENT

1. **Section 3 – Base Salary and Plan Compensation**.

    a. The base salary reflected in subsection 3(a) shall be revised to read "$600,000 per year".

    b. A new subsection (c) shall be added to Section 3 to read in its entirety as follows:

    "(c) Mastandrea, in addition to other amounts outlined in this Section 3, shall be entitled to receive the following retention award payment. In the event Mastandrea is employed with Company on December 31, 2024, Mastandrea is entitled to a single, lump-sum payment in the amount of $750,000 (the "Retention Payment"), payable on March 15, 2025 (the "Retention Date"). Alternatively, in the event of a Change in Control or Mastandrea's employment hereunder is terminated by the Company without Cause, by Mastandrea for Good Reason, or due to Mastandrea's death or becoming Disabled prior to December 31, 2024 (each a "Retention Trigger"), Mastandrea is entitled to receive the Retention Payment within sixty (60) days of the Retention Trigger. In the event Mastandrea's employment hereunder is terminated (other than due to a Retention Trigger) prior to the Retention Date, the Retention Payment shall be forfeited, and no amount shall be payable pursuant to this Section 3(c).

2. **Section 8 – Payments upon Termination.** Subsection (b)(i) shall be revised to add the following sentence to the end:

"For the 2021 calendar year, an amount equal to $750,000 shall be added to the Annual Base Compensation for purposes of calculating any payment to be made hereunder."

3. **No Other Modifications**. All other terms of the Agreement remain the same. Subject to the modification of the Agreement by this Amendment, the Agreement is ratified, affirmed, reinstated and shall remain in full force and effect.

4. **Transmission of Signatures**. Signatures to this Amendment may be transmitted by facsimile and by the E-Mail transmission of .pdf files containing the executed signature pages to this Amendment, and such signatures shall be deemed to be originals.

IN WITNESS WHEREOF, the Company and Mastandrea have signed this Agreement as of the date first above written.

COMPANY:

By: /s/ Paul T. Lambert
Paul T. Lambert
Chairman of the Compensation Committee

MASTANDREA:

/s/ James C. Mastandrea
James C. Mastandrea

EXHIBIT 10.2

AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN WHITESTONE REIT AND DAVID K. HOLEMAN

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this “Amendment”) is entered into effective as of February 10, 2021 by WHITESTONE REIT, a Maryland real estate investment trust (the “Company”) and DAVID K. HOLEMAN, 8206 Kimstone Lane, Spring, Texas, 77379 (“Holeman”). The Company and Holeman are sometimes collectively referred to herein as the “Parties”.

RECITALS

A. The Parties entered into an Employment Agreement Between the Company and Holeman the 29th day of August 2014 (the “Agreement”).

B. The compensation committee (“Compensation Committee”) of the Whitestone REIT board of trustees has determined that it is in its best interest to provide Holeman with retention and termination benefits under certain terms and conditions.

C. The Parties wish to amend the Agreement in certain respects.

NOW, THEREFORE, by the terms of this Amendment, the Parties desire to amend the Agreement, subject to the terms and modifications reflected below.

AMENDMENT

1. **Section 3 – Base Salary and Plan Compensation**.

    a. The base salary reflected in subsection 3(a) shall be revised to read “$375,000 per year”.

    b. A new subsection (c) shall be added to Section 3 to read in its entirety as follows:

    “(c) Holeman, in addition to other amounts outlined in this Section 3, shall be entitled to receive the following retention award payment. In the event Holeman is employed with Company on December 31, 2024, Holeman is entitled to a single, lump-sum payment in the amount of $375,000 (the “Retention Payment”), payable on March 15, 2025 (the “Retention Date”). Alternatively, in the event of a Change in Control or Holeman’s employment hereunder is terminated by the Company without Cause, by Holeman for Good Reason, or due to Holeman’s death or becoming Disabled prior to December 31, 2024 (each a “Retention Trigger”), Holeman is entitled to receive the Retention Payment within sixty (60) days of the Retention Trigger. In the event Holeman’s employment hereunder is terminated (other than due to a Retention Trigger) prior to the Retention Date, the Retention Payment shall be forfeited, and no amount shall be payable pursuant to this Section 3(c).

2. **Section 8 – Payments upon Termination.** Subsection (b)(i) shall be revised to add the following sentence to the end:

"For the 2021 calendar year, an amount equal to $375,000 shall be added to the Annual Base Compensation for purposes of calculating any payment to be made hereunder."

3. **No Other Modifications**. All other terms of the Agreement remain the same. Subject to the modification of the Agreement by this Amendment, the Agreement is ratified, affirmed, reinstated and shall remain in full force and effect.

4. **Transmission of Signatures**. Signatures to this Amendment may be transmitted by facsimile and by the E-Mail transmission of .pdf files containing the executed signature pages to this Amendment, and such signatures shall be deemed to be originals.

IN WITNESS WHEREOF, the Company and Holeman have signed this Agreement as of the date first above written.

COMPANY:

By: /s/ James C. Mastandrea
James C. Mastandrea
Chairman and Chief Executive Officer

HOLEMAN:

/s/ David K. Holeman
David K. Holeman

EXHIBIT 10.3

AMENDMENT TO CHANGE IN CONTROL AGREEMENT BETWEEN WHITESTONE REIT AND JOHN J. DEE

THIS AMENDMENT TO CHANGE IN CONTROL AGREEMENT (this Amendment") is entered into effective as of February 10, 2021 by WHITESTONE REIT, a Maryland real estate investment trust (the "Company") and John J. Dee, 2442 S. Mystic MDW, Houston, TX 77021 ("Dee"). The Company and Dee are sometimes collectively referred to herein as the "Parties".

RECITALS

A. The Parties entered into a Change in Control Agreement Between the Company and Dee the 29th day of August 2014 (the "Agreement").

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B. The compensation committee ("Compensation Committee") of the Whitestone REIT board of trustees has determined that it is in its best interest to provide Dee with retention and termination benefits under certain terms and conditions.

C. The Parties wish to amend the Agreement in certain respects.

NOW, THEREFORE, by the terms of this Amendment, the Parties desire to amend the Agreement, subject to the terms and modifications reflected below.

AMENDMENT

1. **Section 4 – Payments upon Termination in the event of a Change in Control**. Subsection (b)(i) shall be revised to add the following sentence to the end:

"For the 2021 calendar year, an amount equal to $125,000 shall be added to the Annual Base Compensation for purposes of calculating any payment to be made hereunder."

2. **Section 5 – Retention Payment.** A new Section 5 is hereby added to the Agreement, and subsequent Sections are hereby renumbered accordingly, to read as follows:

"5. **Retention Payment**. Dee shall be entitled to receive the following retention award payment. In the event Dee is employed with Company on December 31, 2024, Dee is entitled to a single, lump-sum payment in the amount of $125,000 (the "Retention Payment"), payable on March 15, 2025 (the "Retention Date"). Alternatively, in the event of a Change in Control or Dee's employment with the Company is terminated by the Company without Cause, by Dee for Good Reason, or due to Dee's death or disability prior to December 31, 2024 (each a "Retention Trigger"), Dee is entitled to receive the Retention Payment within sixty (60) days of the Retention Trigger. In the event Dee's employment with the Company is terminated (other than due to a Retention Trigger) prior to the Retention Date, the Retention Payment shall be forfeited, and no amount shall be payable pursuant to this Section 5.

3. **No Other Modifications**. All other terms of the Agreement remain the same. Subject to the modification of the Agreement by this Amendment, the Agreement is ratified, affirmed, reinstated and shall remain in full force and effect.

4. **Transmission of Signatures**. Signatures to this Amendment may be transmitted by facsimile and by the E-Mail transmission of .pdf files containing the executed signature pages to this Amendment, and such signatures shall be deemed to be originals.

IN WITNESS WHEREOF, the Company and Dee have signed this Agreement as of the date first above written.

COMPANY:

By: /s/ James C. Mastandrea
James C. Mastandrea
Chairman and Chief Executive Officer

DEE:

/s/ John J. Dee
John J. Dee

EXHIBIT 10.4

AMENDMENT TO CHANGE IN CONTROL AGREEMENT BETWEEN WHITESTONE REIT AND BRADFORD D. JOHNSON

THIS AMENDMENT TO CHANGE IN CONTROL AGREEMENT (this "Amendment") is entered into effective as of February 10, 2021 by WHITESTONE REIT, a Maryland real estate investment trust (the "Company") and Bradford D. Johnson, 2419B Brazoria St, Houston, Texas, 77019 ("Johnson"). The Company and Johnson are sometimes collectively referred to herein as the "Parties".

RECITALS

A. The Parties entered into a Change in Control Agreement Between the Company and Johnson the 29th day of August 2014 (the "Agreement").

B. The compensation committee ("Compensation Committee") of the Whitestone REIT board of trustees has determined that it is in its best interest to provide Johnson with retention and termination benefits under certain terms and conditions.

C. The Parties wish to amend the Agreement in certain respects.

NOW, THEREFORE, by the terms of this Amendment, the Parties desire to amend the Agreement, subject to the terms and modifications reflected below.

AMENDMENT

1. **Section 4 – Payments upon Termination in the event of a Change in Control**. Subsection (b)(i) shall be revised to add the following sentence to the end:

"For the 2021 calendar year, an amount equal to $240,000 shall be added to the Annual Base Compensation for purposes of calculating any payment to be made hereunder."

2. **Section 5 – Retention Payment.** A new Section 5 is hereby added to the Agreement, and subsequent Sections are hereby renumbered accordingly, to read as follows:

"5. **Retention Payment**. Johnson shall be entitled to receive the following retention award payment. In the event Johnson is employed with Company on December 31, 2024, Johnson is entitled to a single, lump-sum payment in the amount of $240,000 (the "Retention Payment"), payable on March 15, 2025 (the "Retention Date"). Alternatively, in the event of a Change in Control or Johnson's employment with the Company is terminated by the Company without Cause, by Johnson for Good Reason, or due to Johnson's death or disability prior to December 31, 2024 (each a "Retention Trigger"), Johnson is entitled to receive the Retention Payment within sixty (60) days of the Retention Trigger. In the event Johnson's employment with the Company is terminated (other than due to a Retention Trigger) prior to the Retention Date, the Retention Payment shall be forfeited, and no amount shall be payable pursuant to this Section 5.

3. **No Other Modifications**. All other terms of the Agreement remain the same. Subject to the modification of the Agreement by this Amendment, the Agreement is ratified, affirmed, reinstated and shall remain in full force and effect.

4. **Transmission of Signatures**. Signatures to this Amendment may be transmitted by facsimile and by the E-Mail transmission of .pdf files containing the executed signature pages to this Amendment, and such signatures shall be deemed to be originals.

IN WITNESS WHEREOF, the Company and Johnson have signed this Agreement as of the date first above written.

COMPANY:

By: /s/ James C. Mastandrea
James C. Mastandrea
Chairman and Chief Executive Officer

JOHNSON:

/s/ Bradford D. Johnson
Bradford D. Johnson

EXHIBIT 10.5

AMENDMENT TO CHANGE IN CONTROL AGREEMENT
BETWEEN WHITESTONE REIT AND CHRISTINE J. MASTANDREA

THIS AMENDMENT TO CHANGE IN CONTROL AGREEMENT (this “Amendment”) is entered into effective as of February 10, 2021 by WHITESTONE REIT, a Maryland real estate investment trust (the “Company”) and Christine J. Mastandrea, 1600 Post Oak, Unit #1307, Houston, Texas, 77056 (“Mastandrea”). The Company and Mastandrea are sometimes collectively referred to herein as the “Parties”.

RECITALS

A. The Parties entered into a Change in Control Agreement Between the Company and Mastandrea the 29th day of August 2014 (the “Agreement”).

B. The compensation committee (“Compensation Committee”) of the Whitestone REIT board of trustees has determined that it is in its best interest to provide Mastandrea with retention and termination benefits under certain terms and conditions.

C. The Parties wish to amend the Agreement in certain respects.

NOW, THEREFORE, by the terms of this Amendment, the Parties desire to amend the Agreement, subject to the terms and modifications reflected below.

AMENDMENT

1. **Section 4 – Payments upon Termination in the event of a Change in Control**. Subsection (b)(i) shall be revised to add the following sentence to the end:

> “For the 2021 calendar year, an amount equal to $240,000 shall be added to the Annual Base Compensation for purposes of calculating any payment to be made hereunder.”

2. **Section 5 – Retention Payment.** A new Section 5 is hereby added to the Agreement, and subsequent Sections are hereby renumbered accordingly, to read as follows:

> “5. **Retention Payment**. Mastandrea shall be entitled to receive the following retention award payment. In the event Mastandrea is employed with Company on December 31, 2024, Mastandrea is entitled to a single, lump-sum payment in the amount of $240,000 (the “Retention Payment”), payable on March 15, 2025 (the “Retention Date”). Alternatively, in the event of a Change in Control or Mastandrea’s employment with the Company is terminated by the Company without Cause, by Mastandrea for Good Reason, or due to Mastandrea’s death or disability prior to December 31, 2024 (each a “Retention Trigger”), Mastandrea is entitled to receive the Retention Payment within sixty (60) days of the Retention Trigger. In the event Mastandrea’s employment with the Company is terminated (other than due to a Retention Trigger) prior to the Retention Date, the Retention Payment shall be forfeited, and no amount shall be payable pursuant to this Section 5.

3. **No Other Modifications**. All other terms of the Agreement remain the same. Subject to the modification of the Agreement by this Amendment, the Agreement is ratified, affirmed, reinstated and shall remain in full force and effect.

4. **Transmission of Signatures**. Signatures to this Amendment may be transmitted by facsimile and by the E-Mail transmission of .pdf files containing the executed signature pages to this Amendment, and such signatures shall be deemed to be originals.

IN WITNESS WHEREOF, the Company and Mastandrea have signed this Agreement as of the date first above written.

COMPANY:

By: /s/ Paul T. Lambert
PAUL T. LAMBERT
Chairman of the Compensation Committee

Mastandrea:

/s/ Christine J. Mastandrea
Christine J. Mastandrea

Exhibit 99.1

Whitestone Increases Quarterly Dividend 2.4% to $0.1075 Per Share, Paid Monthly for the 127th Consecutive Month

Houston, February 10, 2021 - Whitestone REIT (NYSE:WSR) ("Whitestone" or the "Company") announces that the Board of Trustees approved an annual increase of 2.4% to the quarterly shareholder dividend to $0.1075. This will increase the current monthly dividend of $0.035 per share to $0.035833 per share when Whitestone distributes its 127th consecutive monthly dividend since its IPO in August 2010.

The decision to increase the dividend was underscored by three factors:

1. The Crisis Management Strategy put in place in March 2020 at the beginning of the COVID-19 Pandemic to create liquidity during a time of uncertainty successfully protected shareholders' assets including its tenants, properties, and management team.

2. The E-Commerce Resistant Business Model developed during the recession of 2008 proved to be resilient and exceptionally predictable with its large base of entrepreneurial tenants who prioritize landlord rent in their business.

3. The Board's decision, and full support of the named executive officers (the "NEOs"), of reducing the amounts payable to the NEOs for achievement of the 2020 annual incentive payment goals (the "AIP") to prioritize an increase in dividends to our shareholders.

Jim Mastandrea, Chairman and Chief Executive Officer, commented, "While approximately 70% of NEO total compensation is incentive based it is embedded in our culture and philosophy to place shareholders' and employees' interest ahead of the senior management team. Our leadership team never questioned this decision and together agreed to keep our priorities in order."

Mastandrea added, "We are pleased with our fourth quarter cash rental collections of 95%. The robustness of our collections, where our largest tenant category which makes up 23% of our Annualized Base Rent (ABR) paid 96% of their rental obligations in the fourth quarter, speaks to the dedication of our management and the strength of the recovery in our markets. We have a portfolio of high-quality properties with a diversified entrepreneurial tenant base in the fastest growing markets in the business-friendly states of Texas and Arizona."

Mastandrea further added, "The economics, strength and resiliency of our business model along with the successful and coordinated execution by our team are compelling. And while the results of our property. operations are not recognized by the market as we trade at a significant discount to our peer price multiples and to our NAV, we believe that in time our investors will be rewarded for their confidence on our behalf."

Mastandrea concluded, "We are in a time when our country, tenants, shareholders, and stakeholders are healing from the unexpected and unplanned. COVID-19 Pandemic and this dividend increase, we believe, will contribute to our shareholders during these uncertain times."

Below is a table provided to show Whitestone's status of industry leading collections received through December 31, 2020. Whitestone's strong performance and operating trends throughout the pandemic, achieved near or top-of-the-industry quarterly cash rental collections, and led the shopping center industry in foot traffic recovery at its properties[1].

Whitestone REIT and Subsidiaries
COVID-19 - STATUS OF TENANTS

Q4 2020 Cash Collections

	% of Leased SF	% of ABR	Received %[2]
Restaurants & Food Service	18%	23%	96%
Grocery	14%	9%	99%
Financial Services	6%	9%	99%
Salons	7%	8%	92%
Medical & Dental	7%	8%	94%
Non Retail	4%	6%	94%
Home Décor And Improvement	7%	5%	100%
General Retail	7%	5%	96%
Apparel	4%	4%	94%
Education	5%	4%	94%
Fitness	5%	4%	82%
Local Services	2%	3%	91%
Off-Price	4%	2%	100%
Pet Supply & Services	2%	2%	99%
Wireless	1%	2%	95%
Entertainment	2%	2%	48%
Pharmacies & Nutritional Supplies	2%	2%	100%
Sporting Goods	1%	1%	90%
Postal Services	1%	1%	99%
Automotive Supply & Services	1%	0%	100%
Electronics	0%	0%	77%
Total	**100%**	**100%**	**95%**

The Board of Trustees approved an increase to the quarterly shareholder dividend to $0.1075. The new distribution will begin with an amended March payment on 3/11/2021 of $0.035833 per share to shareholders of record as of 3/2/2021, increased from the originally announced $0.035 per share on 12/10/2020. Whitestone will announce the record and payment dates for April through June dividend payments in a subsequent announcement.

With regard to cash bonuses payable to NEOs, the Company's AIP provides an opportunity for employees to receive a short-term award based on the achievement of specified organization, operating and financial goals and objectives at the corporate level that are established by the Compensation Committee each year. In July 2020, the Compensation Committee established three targets for 2020 pursuant to the AIP to be based on achievement of specified levels of liquidity, occupancy and the ratio of the Company's dividend to AFFO. The 2020 targets were intended to be challenging to achieve, even at the lowest level, because the Company has historically not paid out cash incentives and did not intend to do so in 2021 unless performance in 2020 was well-above expectation. The Company's CEO and CFO have not received cash incentives pursuant to the AIP for the past nine years. Cash incentive opportunities of the named executive officers pursuant to the AIP provide for the potential to earn up to 200% of the target award depending on the level of achievement of the three 2020 targets.

Because the Company achieved each of the three 2020 targets at the highest level, each named executive officer was potentially eligible to receive his or her AIP cash incentive at 200% of the target amount. Historically, the Compensation Committee has refrained from exercising discretion to modify cash incentives payable pursuant to the AIP. However, the Compensation Committee and the Board considered that, among other things, despite the fact that the 2020 targets were established at the height of the COVID-19 pandemic and that the Company and executive officers had performed at an exceptional level in 2020, as a result of the impact of the pandemic the Compensation Committee and the Board exercised their discretion to reduce the cash incentives payable to named executive officers to target rather than 200% of target. The Company will pay an aggregate of $1.73 million in cash incentives to the named executive officers in 2021 pursuant to the AIP.

Additionally, the Compensation Committee and the Board also amended the employment agreements and change in control agreements for the NEOs in order to clarify that this reduction in 2020 cash incentive payouts will be disregarded in connection with any severance or change in control and to approve retention payments for the NEOs to be paid on March 15, 2025 to ensure retention and continuity of the executive team.

Copies of the amended employment and change in control agreements and details of the bonus payouts were filed in a Form 8-K with the Securities and Exchange Commission on February 10th.

(1) Source: S&P Global Market Intelligence December 10, 2020 article. Data in article compiled December 7, 2020. Represents year-over-year change in total foot traffic at the REIT's shopping centers. Includes properties owned by Acadia Realty Trust, Brixmor Property Group Inc., Cedar Realty Trust, Inc., SITE Center Corp, Federal Realty Investment Trust, Kimco Realty Corporation, Kite Realty Group Trust, RPT Realty, Regency Centers Corporation, Retail Opportunity Investments Corp., Retail Properties of America, Inc., Retail Value Inc., Saul Centers, Inc., Urban Edge Properties, UrstadtBiddle Properties Inc., Weingarten Realty Investors, Wheeler Real Estate Investment Trust Inc. and Whitestone REIT.

(2) Collections received through December 31, 2020 that are for contractual rent (base rent and expense reimbursement)..

Contact Whitestone REIT:
Kevin Reed
Director of Investor Relations
(713) 435-2219
kreed@whitestonereit.com