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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):

August 14, 2009

**Grubb & Ellis Healthcare REIT, Inc.**

(Exact name of registrant as specified in its charter)

Maryland

000-53206

20-4738467

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(I.R.S. Employer  
Identification No.)

16427 N. Scottsdale Road, Suite 440,  
Scottsdale, Arizona

85254

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

480-998-3478

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

Amendment to Greenville Purchase Agreement

On August 14, 2009, HTA Greenville, LLC, a subsidiary of Grubb & Ellis Healthcare REIT, Inc. (the "Company"), agreed to amend the Agreement of Sale and Purchase, dated July 15, 2009, with Greenville Hospital System and certain of its affiliates, for the acquisition of 16 medical office buildings in the Greenville, South Carolina area (the "Purchase Agreement"). The Purchase Agreement was described in Item 1.01 of the Company's Current Report on Form 8-K filed with the SEC on July 16, 2009, which is incorporated herein by reference.

The Purchase Agreement was amended to (i) add Board of Trustees of Greenville Hospital System (aka, The Board of Trustees of The Greenville Hospital System) as a party to the Purchase Agreement and (ii) extend the end of the due diligence period from August 14, 2009 to August 21, 2009. All other terms, covenants and conditions contained in the Purchase Agreement remain the same.

Amendment to Services Agreement

On August 17, 2009, the Company agreed to amend the Services Agreement, dated as of April 3, 2009, with American Realty Capital II, LLC, relating to the provision of certain consulting services to the Company as well making available to the Company certain backup support services (the "Services Agreement"). The Services Agreement was described in Item 1.01 of the Company's Current Report on Form 8-K filed with the SEC on April 9, 2009, which is incorporated herein by reference.

The Services Agreement was amended to provide that its effective date is December 1, 2009. All other terms, covenants and conditions contained in the Services Agreement remain the same.

This descriptions of the material terms of the amendments to the Purchase Agreement and the Services Agreement are qualified in their entirety by the terms of such amendments filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K, which are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

10.1 First Amendment to Agreement of Sale and Purchase, dated August 14, 2009

10.2 Amendment No. 1 to Services Agreement, dated August 17, 2009

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**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.

*August 20, 2009*

Grubb & Ellis Healthcare REIT, Inc.

By: */s/ Scott D. Peters*

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*Name: Scott D. Peters*

*Title: Chief Executive Officer & President*

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Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Agreement of Sale and Purchase, dated August 14, 2009
10.2	Amendment No. 1 to Services Agreement, dated August 17, 2009

**FIRST AMENDMENT TO AGREEMENT OF SALE AND PURCHASE**

**THIS FIRST AMENDMENT TO AGREEMENT OF SALE AND PURCHASE** (this “**Amendment**”) is made and entered into as of this 14th day of August, 2009 by and between **Greenville Hospital System**, a political subdivision organized under the laws of South Carolina and **Board of Trustees of Greenville Hospital System (aka, The Board of Trustees of The Greenville Hospital System)** (collectively, “**GHS**”), **Greenville Health Corporation** (“**GHC**”), a South Carolina corporation and **GHC Health Resources, Inc.** (“**GHR**”), a South Carolina corporation, all having an address at 701 Grove Road, Greenville, SC 29605 (collectively, “**Seller**”), and **HTA — Greenville, LLC**, a Delaware limited liability company, having an address at 16427 N. Scottsdale Road, Suite 440, Scottsdale, Arizona 85254 (“**Buyer**”). Seller and Buyer are each individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

**RECITALS:**

A. Seller and Buyer entered into that certain Agreement of Sale and Purchase as of July 15, 2009 (the “**Agreement of Sale**”).

B. Seller and Buyer desire to amend the Agreement of Sale as described herein.

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. **Greenville Hospital System**. The first paragraph of the Agreement of Sale is hereby amended by deleting the phrase “**Greenville Hospital System** (“**GHS**”), a political subdivision organized under the laws of South Carolina” and hereby replacing it with the phrase “**Greenville Hospital System**, a political subdivision organized under the laws of South Carolina and **Board of Trustees of Greenville Hospital System (aka, The Board of Trustees of The Greenville Hospital System)** (collectively, “**GHS**”)”. All references in the Agreement of Sale to GHS shall be deemed to refer to GHS, as such term is amended in this Amendment, as if such term had such meaning from the Effective Date of the Agreement of Sale. The Board of Trustees of Greenville Hospital System (aka, The Board of Trustees of The Greenville Hospital System) hereby acknowledges and agrees to be bound by the terms, conditions and obligations of the Agreement of Sale, to the same extent as if it had been an original party thereto and included as “Seller” from the Effective Date.

2. **Greenville Health Corporation**. All references in the Agreement of Sale to “Greenville Health Corporation, Inc.” are hereby deleted and replaced with “Greenville Health Corporation”.

3. **Section 4(a)**. Section 4(a) of the Agreement of Sale is hereby amended by (i) deleting “August 14” from the first sentence therein and replacing it with “August 21”. The Parties agree that for all purposes of the Agreement of Sale, the Due Diligence Period shall be deemed to expire on August 21.

4. **Reaffirmation**. Except as modified by this Amendment, Seller and Buyer hereby reaffirm all terms, covenants and conditions contained in the Agreement of Sale. The Parties agree that except as modified herein, all other terms of the Agreement of Sale shall remain in full force and effect.

5. **Counterparts**. This Amendment may be executed in any number of identical counterparts, any or all of which may contained the signatures of fewer than all of the Parties but all of which shall be taken together as a single instrument.

6. **Distribution**. Counterparts to this Amendment may be executed and delivered by facsimile or other electronic transmission, and for purposes of this Amendment, signatures so transmitted shall be deemed to be original signatures.

7. **Capitalized Terms**. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement of Sale, unless the context clearly requires or indicates otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day, month and year first written above.

Date: August 14, 2009 SELLER:

**GREENVILLE HOSPITAL SYSTEM**,  
a political subdivision organized under the laws of South Carolina

By: /s/ Susan J. Bickel  
Name: Susan J. Bickel  
Title: Vice President and CFO

Date: August 14

2009 **BOARD OF TRUSTEES OF GREENVILLE HOSPITAL SYSTEM**  
**(aka THE BOARD OF TRUSTEES OF THE GREENVILLE**  
**HOSPITAL SYSTEM)**

By: /s/ Susan J. Bickel

Date: August 14, 2009  
a South Carolina corporation

Name: Susan J. Bickel  
Title: Vice President and CFO

**GREENVILLE HEALTH CORPORATION**,

By: /s/ Susan J. Bickel

Date: August 14, 2009  
a South Carolina corporation

Name: Susan J. Bickel  
Title: Secretary/Treasurer

**GHC HEALTH RESOURCES, INC.**,

By: /s/ Susan J. Bickel

Date: August 14, 2009

Name: Susan J. Bickel  
Title: Secretary/Treasurer

BUYER:

**HTA – GREENVILLE, LLC**,

a Delaware limited liability company

By: /s/ Kellie S. Pruitt

Name: Kellie S. Pruitt

Title: Chief Accounting Officer

Amendment No. 1  
to  
Services Agreement

Amendment No. 1 is made and entered into as of August 17, 2009 by and between American Realty Capital II, LLC, a Delaware limited liability company (“ARC II”) and Grubb & Ellis Healthcare REIT, Inc., a Maryland corporation (the “REIT”).

1. The Effective Date of the Services Agreement (“Agreement”) dated as of April 3, 2009 by and between ARC II and the REIT is changed to December 1, 2009.

2. Except as amended herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the date first above written.

American Realty Capital II, LLC

By: /s/ William M. Kahane  
William M. Kahane  
President

Grubb & Ellis Healthcare REIT, Inc.

By: /s/ Scott D. Peters  
Scott D. Peters  
Chief Executive Officer and President