
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 21, 2009

Healthcare Trust of America, 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

Grubb & Ellis Healthcare REIT, Inc.

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 Partnership Agreement

On August 24, 2009, Healthcare Trust of America, Inc. (the "Company"), a self-managed, non-traded public REIT, entered into a second amendment to the partnership agreement for the Company's operating partnership (the "Partnership Agreement Amendment"), to change the name of its operating partnership to Healthcare Trust of America Holdings, LP.

The foregoing summary of the material terms of the Partnership Agreement Amendment is qualified in its entirety by the terms of the Partnership Agreement Amendment attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Amendments to Greenville Purchase Agreement

On August 21, 2009, HTA Greenville, LLC, a subsidiary of the Company ("HTA LLC") and Greenville Hospital System and certain of its affiliates ("GHS") agreed to amend the Agreement of Sale and Purchase, dated July 15, 2009 (the "Purchase Agreement"), as amended by the First Amendment to Agreement and Sale of Purchase, dated August 14, 2009 (the "First Amendment"), for the acquisition of 16 medical office buildings in the Greenville, South Carolina area (the "Second Amendment"). The Purchase Agreement was described in Item 1.01 of the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on July 16, 2009, which is incorporated herein by reference. The First Amendment was described in Item 1.01 of the Company's Current Report on Form 8-K filed with the SEC on August 20, 2009, which is incorporated herein by reference.

The purpose of the Second Amendment was to (i) extend the end of the due diligence period for certain matters from August 21, 2009 to August 26, 2009, (ii) establish the closing date for the transaction as September 4, 2009, or such earlier date as agreed to by the parties, subject to limited extension rights of the Company, and (iii) address specific due diligence matters.

On August 26, 2009, HTA LLC and GHS agreed to further amend the Purchase Agreement (the "Third Amendment"). The purpose of the Third Amendment was to, among other things, (i) change the purchase price of the portfolio from \$161,630,000 to \$161,670,000, (ii) replace certain exhibits to the Purchase Agreement and (iii) modify certain closing conditions. Except as provided by the First Amendment, Second Amendment, and Third Amendment, all other terms, covenants and conditions contained in the Purchase Agreement remain the same.

The foregoing summaries of the material terms of the Second Amendment and the Third Amendment are qualified in their entirety by the terms of such amendments attached as Exhibits 10.2 and 10.3, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The Company's board of directors adopted an amendment to the Company's charter (the "Charter Amendment") to change the Company's corporate name from Grubb & Ellis Healthcare REIT, Inc. to Healthcare Trust of America, Inc. The Company's board of directors also adopted an amendment to the Company's bylaws (the "Bylaws Amendment") to amend the title of the bylaws to reflect the Company's new corporate name.

Copies of the Charter Amendment, which became effective on August 24, 2009, and the Bylaws Amendment, which became effective on August 24, 2009, are attached to this Current Report on Form 8-K as Exhibits 3.1 and 3.2, respectively, and are incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On August 27, 2009, we distributed a press release announcing the transition of our dealer manager for our initial public offering to Realty Capital Securities, LLC effective August 29, 2009. The full text of the press release is attached as Exhibit 99.1 to this report and is incorporated into this Item 7.01.

The information furnished under Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

3.1 Articles of Amendment, effective August 24, 2009

3.2 Amendment to the Bylaws, effective August 24, 2009

10.1 Amendment No. 2 to Agreement of Limited Partnership of Grubb & Ellis Healthcare REIT Holdings, LP by Healthcare Trust of America, Inc. (formerly known as Grubb & Ellis Healthcare REIT, Inc.), dated as of August 24, 2009

10.2 Second Amendment to Agreement of Sale and Purchase, dated August 21, 2009

10.3 Third Amendment to Agreement of Sale and Purchase, dated August 26, 2009

99.1 Press Release dated August 27, 2009

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 27, 2009

Healthcare Trust of America, Inc.

By: */s/ Scott D. Peters*

Name: Scott D. Peters

Title: Chief Executive Officer & President

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
3.1	Articles of Amendment, effective August 24, 2009
3.2	Amendment to the Bylaws, effective August 24, 2009
10.1	Amendment No. 2 to Agreement of Limited Partnership of Grubb & Ellis Healthcare REIT Holdings, LP by Healthcare Trust of America, Inc. (formerly known as Grubb & Ellis Healthcare REIT, Inc.), dated as of August 24, 2009
10.2	Second Amendment to Agreement of Sale and Purchase, dated August 21, 2009
10.3	Third Amendment to Agreement of Sale and Purchase, dated August 26, 2009
99.1	Press Release dated August 27, 2009

GRUBB & ELLIS HEALTHCARE REIT, INC.

ARTICLES OF AMENDMENT

Grubb & Ellis Healthcare REIT, Inc., a Maryland corporation (the “Corporation”), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST : Article I of the Corporation’s charter is hereby amended to read:

ARTICLE I

NAME

The name of the corporation (which is hereinafter called the “Corporation”) is:

Healthcare Trust of America, Inc.

SECOND : This amendment to the charter of the Corporation was approved by a majority of the entire Board of Directors of the Corporation. This amendment is limited to a change expressly authorized by Section 2-605(a)(1) of the Maryland General Corporation Law to be made without action by the Corporation’s stockholders.

THIRD : The undersigned Chief Executive Officer and President acknowledges these Articles of Amendment to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned Chief Executive Officer and President acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

Except as amended hereby, the rest and remainder of the Corporation’s charter shall be and remain in full force and effect.

IN WITNESS WHEREOF , the Corporation has caused these Articles of Amendment to the Third Articles of Amendment and Restatement to be signed in its name and on its behalf by its Chief Executive Officer and President and attested to by its Secretary as of the 24th of August, 2009.

GRUBB & ELLIS HEALTHCARE REIT, INC.

By: /s/ Scott D. Peters

Name: Scott D. Peters

Title: Chief Executive Officer and President

ATTEST:

By: /s/ Kellie S. Pruitt—

Name: Kellie S. Pruitt

Title: Secretary

**AMENDMENT
to the
BYLAWS
of
GRUBB & ELLIS HEALTHCARE REIT, INC.
(f/k/a NNN Healthcare/Office REIT, Inc.)**

In accordance with the corporate laws of the State of Maryland, the Bylaws of Grubb & Ellis Healthcare REIT, Inc. (f/k/a/ NNN Healthcare/Office REIT, Inc.) are amended as follows:

FIRST: By deleting the name of the Corporation in the title of the Bylaws and replacing it with Healthcare Trust of America, Inc.

This Amendment to the Bylaws of Grubb & Ellis Healthcare REIT, Inc. was adopted by the Board of Directors on August 24, 2009.

/s/ Scott D. Peters

Scott
D. Peters
Chief
Executive Officer and President

**AMENDMENT NO. 2 TO
AGREEMENT OF LIMITED PARTNERSHIP
OF
GRUBB & ELLIS HEALTHCARE REIT HOLDINGS, LP**

THIS AMENDMENT NO. 2 TO AGREEMENT OF LIMITED PARTNERSHIP OF GRUBB & ELLIS HEALTHCARE REIT HOLDINGS, LP (this “Amendment”), dated as of August 24, 2009, is entered into by Healthcare Trust of America, Inc. (formerly known as Grubb & Ellis Healthcare REIT, Inc.), a Maryland corporation, as general partner (the “General Partner”).

WITNESSETH

WHEREAS, the General Partner and Grubb & Ellis Healthcare REIT Advisor, LLC (the “Initial Limited Partner”) formed Grubb & Ellis Healthcare REIT Holdings, LP (the “Partnership”) as a limited partnership pursuant to the Act by filing a certificate of limited partnership with the Secretary of State of the State of Delaware on April 20, 2006;

WHEREAS, the General Partner and the Initial Limited Partner are parties to that certain Agreement of Limited Partnership dated September 20, 2006 and amended as of November 18, 2008 (the “Agreement”);

WHEREAS, pursuant to Section 2.2 of the Agreement, the General Partner, acting in its sole and absolute discretion without the Consent of any Limited Partner, may change the name of the Partnership;

WHEREAS, the General Partner desires to amend the Agreement as herein provided; and

WHEREAS, the Agreement, as amended by this Amendment shall be binding upon all Persons now or at any time hereafter who are Partners;

NOW, THEREFORE, BE IT RESOLVED, that the General Partner hereby amends the Agreement as follows:

1. Organizational Matters . Section 2.2 of the Agreement shall be deleted in its entirety and replaced with the following:

2.2 Name

The name of the Partnership is Healthcare Trust of America Holdings, LP. The Partnership’s business may be conducted under such name or under any other name or names deemed advisable by the General Partner, including the name of the General Partner or any Affiliate thereof. The words “Limited Partnership,” “LP,” “Ltd.” or similar words or letters shall be included in the Partnership’s name where necessary for the purposes of complying with the laws of any jurisdiction that so requires. The General Partner, acting in its sole and absolute discretion without the Consent of any Limited Partner, may change the name of the Partnership. The General Partner shall notify the Limited Partners of any such name change in the next regular communication to the Limited Partners.

2. Applicable Law . This Amendment shall be construed and enforced in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of laws thereof.

3. Invalidity of Provisions . If any provision of this Amendment is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

4. Entire Agreement . The Agreement, as amended by this Amendment, contains the entire understanding and agreement among the Partners with respect to the subject matter hereof and supersedes any other prior written or oral understandings or agreements among them with respect thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment No. 2 to Agreement of Limited Partnership as of the date and year first above written.

GENERAL PARTNER:
Healthcare Trust of America, Inc.

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

SECOND AMENDMENT TO AGREEMENT OF SALE AND PURCHASE

THIS SECOND AMENDMENT TO AGREEMENT OF SALE AND PURCHASE (this “**Amendment**”) is made and entered into as of this 21st 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, Inc. (“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 the “**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 (as amended by that certain First Amendment to Agreement of Sale and Purchase, executed by Buyer and Seller as of August 14, 2009, the “**Agreement of Sale**”).

B. Seller and Buyer desire to enter into this Amendment 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. **Satisfaction of Due Diligence**. Pursuant to this Amendment, Buyer hereby confirms, and Seller agrees, that Buyer has satisfied its due diligence review, subject to the following:

a. **Title and Survey**. All of Buyer’s rights, as more particularly set forth in Section 5 of the Agreement of Sale, with respect to review and objection of any title and survey matters with respect to the Properties.

b. **Geotechnical Confirmation**. Confirmation and approval of Buyer’s ongoing geotechnical review and examination of the Properties.

c. **Board Approval**. Final approval of the transaction contemplated by the Agreement of Sale by the Board of Directors of Buyer.

d. **Third Amendment to Agreement of Sale**. Execution by Buyer and Seller of the Third Amendment to Agreement of Purchase and Sale, a form of which has been previously sent to and approved by Seller’s counsel.

The Parties hereby agree that the Due Diligence Period shall be deemed extended as set forth herein, and Buyer shall have until 5:00 p.m. (Pacific Time) on Wednesday, August 26 to complete and approve each of the foregoing items (except with respect to item (a) above which shall remain subject to the time periods set forth in Section 5 of the Agreement of Sale).

2. **Settlement**. The first sentence of Section 3(a) of the Agreement of Sale is hereby deleted in its entirety and replaced with the following:

(a) **Settlement**. The payment of the balance of the Purchase Price, the transfer of title to the Property, and the satisfaction of all other terms and conditions of this Agreement (“**Settlement**”) shall occur on September 4, 2009 (the “**Closing Date**”) or on such earlier date as Buyer and Seller may mutually agree, at the offices of Haynsworth Sinkler Boyd, P.A. at 10:00 a.m. (the “**Closing Office**”) with a representative from Parker Poe Adams & Bernstein, LLP (“**Buyer’s Local Counsel**”) and/or Cox, Castle & Nicholson, LLP (“**Buyer’s Counsel**”) present at the Closing Office, consistent with the terms, conditions and

requirements of this Agreement.

3. **Due Diligence Amendment**. During its Due Diligence Period Buyer has identified and provided Seller with notice of a number of items (“Items”) set forth in Exhibit A which Buyer has determined, through Due Diligence, need to be addressed and either replaced or repaired.

In that regard, Buyer and Seller agree as follows: (1) Seller agrees to pay for repairing and/or replacing the roofs of the buildings as set forth on Exhibit A; and (2) Buyer and Seller will mutually agree within six (6) months of Settlement on whether and/or when the repair or replacement of the remaining Items will be performed; Seller will pay the cost of agreed upon Items.

The parties further agree that they will work cooperatively together to coordinate a repair/replacement program for the agreed upon Items so that such Items are timely and properly dealt with.

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. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement of Sale, the provisions of this Amendment shall control. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement of Sale are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.

5. **Counterparts**. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same 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.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

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

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

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

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

GREENVILLE HEALTH CORPORATION

a South Carolina corporation

By: /s/ Susan J. Bichel

Name: Susan J. Bichel
Title: Secretary/Treasurer

GHC HEALTH RESOURCES, INC. ,

a South Carolina corporation

By: /s/ Susan J. Bichel
Name: Susan J. Bichel
Title: Secretary/Treasurer

BUYER:

HTA – GREENVILLE , LLC ,

a Delaware limited liability company

By: /s/ Scott D. Peters
Name:
Title: ____

THIRD AMENDMENT TO AGREEMENT OF SALE AND PURCHASE

THIS THIRD AMENDMENT TO AGREEMENT OF SALE AND PURCHASE (this “**Amendment**”) is made and entered into as of this 26th 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, Inc.** (“**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 the “**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 (as amended by that certain First Amendment to Agreement of Sale and Purchase, executed by Buyer and Seller as of August 14, 2009 and that certain Second Amendment to Agreement of Sale and Purchase, executed by Buyer and Seller as of August 21, 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. **Section 2(a)**. Section 2(a) of the Agreement of Sale is hereby amended by deleting the amount “One Hundred Sixty-One Million Six Hundred Thirty Thousand Dollars (\$161,630,000)” and replacing it with the amount “One Hundred Sixty-One Million Six Hundred Seventy Thousand Dollars (\$161,670,000)”.

2. **Section 4(a)(iii)**. Section 4(a)(iii) of the Agreement of Sale is hereby amended by (a) deleting the phrase “a space lease between Buyer, as landlord, and Seller and the “**Endowment Fund**” (as hereinafter defined), as tenant” from the first sentence thereof and replacing it with the phrase “a space lease between Buyer, as landlord, and GHS and the “Endowment Fund” (as hereinafter defined), as tenant” and (b) inserting the phrase “**Shared Services Agreement**” (as hereinafter defined) for each Property, as applicable,” prior to the phrase “the “ROFR Agreement” (as hereinafter defined) in the first sentence thereof.

3. **Section 4(f)**. The last sentence of Section 4(f) of the Agreement of Sale is hereby amended by deleting the phrase “Section 4(g) and 4(h)” and replacing it with the phrase “Section 4(f) and 4(g)”.

4. **Section 6(m)(vi)**. Section 6(m)(vi) of the Agreement of Sale is hereby deleted in its entirety and replaced with the following:

(vi) With respect to each Property, two (2) originals of a valid assignment in the form attached hereto as Exhibit “O” (the “**Assignment of Intangibles**”), together with fully executed consents to the assignment of any Warranties thereunder which require consent for assignment, as set forth in Schedule I to the Assignment of Intangibles;

5. **Section 6(m)(x)**. Section 6(m)(x) of the Agreement of Sale is hereby deleted in its entirety and replaced with the following:

(x) To the extent deemed necessary and appropriate by Buyer and Seller, with respect to each Fee Property and Ground Lease Property located on a hospital campus identified on the attached Exhibit “A,” one (1) original of the Agreement for Grant of Reciprocal Easements and Establishment of

Covenants, Conditions and Restrictions in the form agreed upon prior to the expiration of the Due Diligence Period (which includes, among other things, provisions for parking reasonably adequate to Buyer and Seller) (the “**REAs**”) and one (1) original of the Shared Services Agreement in the form agreed upon prior to the expiration of the Due Diligence Period (the “**Shared Services Agreement**”), each duly executed and acknowledged by Seller and the Endowment Fund and (in the case of the REAs) in a proper form for recording, which collectively allocate the responsibilities and costs related to all services and utilities provided to the related hospital campus;

6. **Section 6(m)(xiii)**. Section 6(m)(xiii) of the Agreement of Sale is hereby deleted in its entirety and replaced with the following:

(xiii) Two (2) originals of the Future Development Agreement in the form agreed upon prior to the expiration of the Due Diligence Period (the “**Future Development Agreement**”) and two (2) originals of the Right of First Opportunity Agreement in the form agreed upon prior to the expiration of the Due Diligence Period, each duly executed by Seller, which collectively describe the exclusive arrangement between Buyer and Seller with respect to financing certain future development projects;

7. **Section 6(m)(xiv)**. Section 6(m)(xiv) of the Agreement of Sale is hereby deleted in its entirety and replaced with the phrase “Intentionally Omitted”.

8. **Section 6(m)(xxiii)**. Section 6(m)(xxiii) of the Agreement of Sale is hereby deleted in its entirety and replaced with the phrase “Intentionally Omitted”.

9. **Section 6(m)(xxviii)**. Section 6(m)(xxviii) of the Agreement of Sale is hereby deleted in its entirety and replaced with the following:

(xxviii) Seller shall deliver fully executed lease amendments reasonably acceptable to Buyer with respect to the Leases described on Exhibit “T” attached hereto.

10. **Section 6(m)(xxix)**. A new Section 6(m)(xxix) is hereby added to the Agreement of Sale which reads in its entirety as follows:

(xxix) With respect to each Property, Seller shall provide a “final” certificate of occupancy for the Improvements thereon or, in the absence of a certificate of occupancy for any such Property, Seller shall provide evidence reasonably satisfactory to Buyer that a certificate of occupancy has been issued for such Property or evidence reasonably satisfactory to Buyer that all requirements for the issuance of a “final” certificate of occupancy have been satisfied.

11. **Section 6(m)(xxx)**. A new Section 6(m)(xxx) is hereby added to the Agreement of Sale which reads in its entirety as follows:

(xxx) With respect to the recently completed tenant improvements at the Travelers Rest property: (1) a final certificate of occupancy; (2) lien waivers or evidence of payment from the general contractor, subcontractors and architect or other documentation sufficient to allow the title company to issue title coverage against all liens; (3) an assignment of all warranties, indemnities and recourse rights under the construction, architect and subcontract agreements in favor of Buyer, together with any consents to assignment to the extent required; and (4) a “closeout manual” that includes (a) a list of all subcontractors by trade, (b) warranty documents by subcontractor or equipment, as applicable, (c) spec sheets for equipment (if applicable), (d) manuals for all equipment (if applicable) and (e) “as built” drawings of the improvements; provided, however, that to the extent the “closeout manual” is unavailable at Settlement, Seller may provide it to Buyer after Settlement (and promptly upon the availability thereof), and Seller shall use commercially reasonable efforts to make it available to Buyer as soon as reasonably practicable. Notwithstanding the foregoing, delivery of the closeout manual after Settlement shall not relieve Seller of any obligation to deliver the items in clauses (1) through (3) above prior to Settlement.

12. **Section 6(m)(xxxi)**. A new Section 6(m)(xxxi) is hereby added to the Agreement of Sale which reads in its entirety as follows:

(xxxi) With respect to the current improvement projects listed on Exhibit “R” attached hereto, Seller shall provide final lien waivers evidencing that all contractors and subcontractors have been paid and no lien rights exist against the applicable Property. Upon completion of such work, Seller shall provide Buyer with final certificates of occupancy (if required by the relevant municipality), “as built” drawings (if requested by Buyer and reasonably available), and any available warranties (together with assignments thereof).

13. **Exhibit “B”**. Exhibit “B” attached to the Agreement of Sale is hereby deleted in its entirety and is hereby replaced with Exhibit “B” attached hereto.

14. **Exhibit “C”**. Exhibit “C” attached to the Agreement of Sale is hereby deleted in its entirety and is hereby replaced with Exhibit “C” attached hereto.

15. **Exhibit “D”**. Exhibit “D” attached to the Agreement of Sale is hereby amended by (i) deleting the \$1,585,000 allocated to Travelers Rest and replacing it with \$1,625,000 and by (ii) deleting the total purchase price of \$161,630,000 and replacing it with \$161,670,000.

16. **Exhibit “F”**. Exhibit “F” attached to the Agreement of Sale is hereby amended by (a) deleting the word “Inc.” after the phrase “the Endowment Fund of the Greenville Hospital System” and (b) deleting the table at the end of such exhibit in its entirety and replacing the same with the following:

<u>Property Name</u>	<u>Square Footage of Seller’s</u> <u>Lease</u>	<u>Term (years)</u>
<u>Memorial Medical Office Building</u>	<u>92,293</u>	<u>15</u>
<u>Cancer Treatment Center</u>	<u>78,521</u>	<u>15</u>
<u>Center for Family Medicine</u>	<u>21,503</u>	<u>10</u>
<u>Life Center</u>	<u>61,524</u>	<u>15</u>
<u>Information Services Building</u>	<u>59,519</u>	<u>15</u>
<u>Patewood A</u>	<u>55,651</u>	<u>15</u>
<u>Patewood B</u>	<u>48,431</u>	<u>15</u>
<u>Patewood C</u>	<u>94,767</u>	<u>15</u>
<u>Patewood Administration</u>	<u>121,319</u>	<u>15</u>
<u>Greer MOB A 315</u>	<u>11,510</u>	<u>15</u>
<u>Greer MOB B 325</u>	<u>14,508</u>	<u>15</u>
<u>Maxwell Pointe</u>	<u>29,329</u>	<u>15</u>
<u>Center for Health (CHOS)</u>	<u>7,100</u>	<u>10</u>
<u>Traveler’s Rest Family Practice</u>	<u>10,771</u>	<u>15</u>
<u>Mills Avenue</u>	<u>7,772</u>	<u>10</u>
<u>Cleveland St. MOB</u>	<u>4,406</u>	<u>10</u>

17. **Exhibit “H”**. Exhibit “H” attached to the Agreement of Sale is hereby deleted in its entirety and is hereby replaced with Exhibit “H” attached hereto.

18. **Exhibit “I”**. Exhibit “I” attached to the Agreement of Sale is hereby deleted in its entirety and is hereby replaced with Exhibit “I” attached hereto.

19. **Exhibit “L”**. Exhibit “L” attached to the Agreement of Sale is hereby amended by deleting the phrase “claiming the same or any part thereof” in the last paragraph thereof and replacing it with the phrase “and against all persons claiming through or under the Grantor but not otherwise”

20. **Exhibit “O”**. Exhibit “O” attached to the Agreement of Sale is hereby deleted in its entirety and is

hereby replaced with Exhibit "O" attached hereto.

21. **Exhibit "R"**. Exhibit "R" attached to the Agreement of Sale is hereby deleted in its entirety and is hereby replaced with Exhibit "R" attached hereto.

22. **Exhibit "T"**. A new Exhibit "T" is attached hereto and is hereby incorporated by reference into the Agreement of Sale.

23. **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. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement of Sale, the provisions of this Amendment shall control. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement of Sale are hereby amended to the extent necessary to give effect to the purpose and intent of this Agreement.

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

25. **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.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

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

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

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

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

GREENVILLE HEALTH CORPORATION

a South Carolina corporation

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

GHC HEALTH RESOURCES, INC.,

a South Carolina corporation

By: /s/ Susan J. Bichel

Name: Susan J. Bichel

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

Exhibit “B”

EXCLUDED PERSONAL PROPERTY

Property	Excluded Personal Property
Memorial Medical Office Building	All furniture, including but not limited to, all furnishings, ranges, refrigerators, awnings, shades, screens, blinds, lamps, carpeting, artwork, office equipment and other furnishings and all, lighting, cooking, laundry, refrigerating, telephone systems, televisions and television systems, audio systems, and computer systems
Cancer Treatment Center	Location Quantity Brand/Make Description Serial Number Radiology/Oncology 35 Waiting Room Chairs None Provided Radiology/Oncology 7 End Tables None Provided Radiology/Oncology 8 Lamps None Provided Radiology/Oncology 2 Coffee Tables None Provided Radiology/Oncology 3 Artwork None Provided Ambulatory 23 Gang Seats None Provided Ambulatory 3 Lamps None Provided Ambulatory 8 End Tables None Provided Ambulatory 3 Artwork None Provided Lab Area 1st Floor 18 Waiting Room Chairs None Provided Lab Area 1st Floor 4 tables None Provided Lab Area 1st Floor 1 Artwork None Provided 3rd Floor Gyn 35 Waiting Room Chairs None Provided 3rd Floor Gyn 4 Lamps None Provided 3rd Floor Gyn 2 End Tables None Provided 3rd Floor Gyn 2 Artwork None Provided 3rd Floor Gyn 1 Mirror None Provided
Center for Family Medicine	Location Quantity Brand/Make Description Serial Number Upper Level Waiting 35 Chairs Upper Level Waiting 4 Tables Upper Level Waiting 6 24x36 Artwork Upper Level Hallway 5 Artwork Upper Level Hallway 3 Refrigerator GHS061492 Upper Level Hallway 1 Tables Upper Level Hallway 1 Chairs Upper Level Hallway 4 Lamps Upper Level Hallway 8 File Cabinet GHS058517 Upper Level Hallway File Cabinet GHS057906 Upper Level Hallway File Cabinet GHS07876 Upper Level Hallway File Cabinet GHS058504 Upper Level Hallway File Cabinet GHS057874

Upper Level Hallway File Cabinet GHS058676
Upper Level Hallway File Cabinet GHS058890
Upper Level Hallway File Cabinet GHS058664
Lower Level Waiting 35 Chairs
Lower Level Waiting 5 Tables
Lower Level Waiting 5 Artwork
Lower Level Waiting 3 Lamps
Lower Level Hallway 2 Artwork

Life Center

All furniture, including but not limited to, all furnishings, ranges, refrigerators, awnings, shades, screens, blinds, lamps, carpeting, artwork, office equipment and other furnishings and all, lighting, cooking, laundry, refrigerating, telephone systems, televisions and television systems, audio systems, and computer systems

Information Services Building

All furniture, including but not limited to, all furnishings, ranges, refrigerators, awnings, shades, screens, blinds, lamps, carpeting, artwork, office equipment and other furnishings and all, lighting, cooking, laundry, refrigerating, telephone systems, televisions and television systems, audio systems, and computer systems

Patewood A

All furniture, including but not limited to, all furnishings, ranges, refrigerators, awnings, shades, screens, blinds, lamps, carpeting, artwork, office equipment and other furnishings and all, lighting, cooking, laundry, refrigerating, telephone systems, televisions and television systems, audio systems, and computer systems

Patewood B

Location Quantity Brand/Make Description Serial Number
1st Floor Lobby 8 None Provided Blue and Teal Chair None Provided
1st Floor Lobby 4 None Provided Floor Plant None Provided
1st Floor Lobby 3 None Provided 4' X4' Picture None Provided
2nd Floor Lobby 4 None Provided 30"X30" Picture None Provided
2nd Floor Lobby 4 None Provided Blue and Teal Chair None Provided
2nd Floor Lobby 1 None Provided Blue and Teal Sofa None Provided
2nd Floor Lobby 5 None Provided Floor Plant None Provided
2nd Floor Lobby 3 None Provided Table None Provided
2nd Floor Lobby 2 None Provided Lamp None Provided
2nd Floor Lobby 1 None Provided Table Plant None Provided
2nd Floor Lobby 1 None Provided 4' X4' Picture None Provided

Patewood C

Location Quantity Brand/Make Description Serial Number
Main Lobby 8 None Provided Orange Chair None Provided
Main Lobby 2 None Provided Purple Bench None Provided
Main Lobby 4 None Provided Round Granite Table None Provided
Main Lobby 6 None Provided 24' X 48' Picture None Provided
Main Lobby 5 None Provided Table Flower None Provided
Main Lobby 2 None Provided Bamboo Tree None Provided
Main Lobby 3 None Provided Easter Lillie None Provided
1st Floor Lobby 6 None Provided Orange Sofa None Provided
1st Floor Lobby 4 None Provided Orange 1/4 Radius Chair None Provided
1st Floor Lobby 5 None Provided Purple Sofa None Provided
1st Floor Lobby 32 None Provided Black Single Chair None Provided
1st Floor Lobby 11 None Provided Table None Provided
1st Floor Lobby 1 None Provided Lamp None Provided
1st Floor Lobby 2 None Provided Multi-Color Fabric Bench None Provided
1st Floor Lobby 8 None Provided Floor Plant None Provided
1st Floor Lobby 3 None Provided Table Plant None Provided
2nd Floor Lobby 4 None Provided Green 1/4 Radius Chair None Provided
2nd Floor Lobby 32 None Provided Black Single Chair None Provided
2nd Floor Lobby 5 None Provided Blue Sofa None Provided
2nd Floor Lobby 6 None Provided Green Sofa None Provided
2nd Floor Lobby 9 None Provided Table None Provided
2nd Floor Lobby 9 None Provided Lamp None Provided
2nd Floor Lobby 1 None Provided Green Bench None Provided
2nd Floor Lobby 2 None Provided Blue Bench None Provided
2nd Floor Lobby 22 None Provided Floor Plant None Provided
2nd Floor Lobby 7 None Provided Table Plant None Provided

Patewood Administration	All furniture, including but not limited to, all furnishings, ranges, refrigerators, awnings, shades, screens, blinds, lamps, carpeting, artwork, office equipment and other furnishings and all, lighting, cooking, laundry, refrigerating, telephone systems, televisions and television systems, audio systems, and computer systems
Greer MOB A 315	Location Quantity Brand/Make Description Serial Number 1st Floor 4 None Provided Wooden planter boxes with plants None Provided 1st Floor 6 None Provided Large pieces of artwork None Provided 1st Floor 2 None Provided Medium pieces of artwork None Provided 1st Floor 1 None Provided Coffee table None Provided 1st Floor 1 None Provided Wooden bench None Provided 2nd Floor 4 None Provided Clay planter boxes with plants None Provided 2nd Floor 4 None Provided Large pieces of artwork None Provided 2nd Floor 4 None Provided Medium pieces of artwork None Provided
Greer MOB B 325	Location Quantity Brand/Make Description Serial Number 1st Floor 6 None Provided Wooden planter boxes with plants None Provided 1st Floor 4 None Provided Clay planter boxes with plants None Provided 1st Floor 6 None Provided Large pieces of artwork None Provided 1st Floor 12 None Provided Medium pieces of artwork None Provided 1st Floor 3 None Provided Wooden benches None Provided 2nd Floor 5 None Provided Large pieces of artwork None Provided 2nd Floor 2 None Provided Clay planter boxes with plants None Provided 2nd Floor 1 None Provided Waste receptacle None Provided
Maxwell Pointe	All furniture, including but not limited to, all furnishings, ranges, refrigerators, awnings, shades, screens, blinds, lamps, carpeting, artwork, office equipment and other furnishings and all, lighting, cooking, laundry, refrigerating, telephone systems, televisions and television systems, audio systems, and computer systems
Center for Health (CHOS)	Location Quantity Brand/Make Description Serial Number Lobby 8 None Provided Chairs None Provided Lobby 3 None Provided End Tables None Provided Lobby 2 None Provided Couches None Provided Lobby 2 None Provided Pictures None Provided Lobby 2 None Provided Lamps None Provided Lobby 1 None Provided Table None Provided
Traveler's Rest Family Practice	All furniture, including but not limited to, all furnishings, ranges, refrigerators, awnings, shades, screens, blinds, lamps, carpeting, artwork, office equipment and other furnishings and all, lighting, cooking, laundry, refrigerating, telephone systems, televisions and television systems, audio systems, and computer systems
Mills Avenue	All furniture, including but not limited to, all furnishings, ranges, refrigerators, awnings, shades, screens, blinds, lamps, carpeting, artwork, office equipment and other furnishings and all, lighting, cooking, laundry, refrigerating, telephone systems, televisions and television systems, audio systems, and computer systems
Cleveland St. MOB	All furniture, including but not limited to, all furnishings, ranges, refrigerators, awnings, shades, screens, blinds, lamps, carpeting, artwork, office equipment and other furnishings and all, lighting, cooking, laundry, refrigerating, telephone systems, televisions and television systems, audio systems, and computer systems

Exhibit "C"

LEASES

<u>Property Name</u>	<u>Tenant</u>	<u>Square Footage</u>	<u>Lease Term</u>
Cancer Treatment Center	AOR Management Company of Virginia, LLC; sublessee is	26,914	01/01/09 to 09/30/13

	Oncology and Hematology Associates of South Carolina, L.L.C. d/b/a Cancer Centers of the Carolinas		
Center for Family Medicine	Carolina Cardiology Consultants, P.A.	18,285	11/01/07 to 10/31/12
Patewood B	Greenville Endoscopy Center, Inc.	7,669	08/20/07 to 08/19/17
Patewood B	Medequip, Inc.	180	03/14/08 to 03/13/13
Patewood B	Carolina Cornea and Laser Center, LLC	10,419	02/27/06 to 02/26/16
Patewood B	Gastroenterology Associates, P.A.	16,744	10/08/07 to 10/07/12
Patewood B	Greenville Ear, Nose and Throat Associates, P.A. f/k/a Greenville E.N.T. Associates, P.A.	14,064	04/01/06 to 03/31/11
Patewood C	Greenville Proaxis Therapy, LLC f/k/a Greenville Pivotal Therapy, LLC	14,840	11/06/07 to 05/31/13
Greer MOB A 315	Greenville Proaxis Therapy, LLC f/k/a Greenville Pivotal Therapy, LLC	3,528	07/01/08 to 06/30/13
Greer MOB A 315	Carolina Cardiology Consultants, P.A.	9,903	07/14/08 to 07/13/13
Greer MOB B 325	Internal Medicine of Eastside-Greer, P.A.	9,709	08/01/08 to 07/31/13
Center for Health (CHOS)	Greenville Proaxis Therapy, LLC f/k/a Greenville Pivotal Therapy, LLC	5,000	06/01/05 to 05/31/13

Exhibit "H"

SERVICE CONTRACTS

None.

Exhibit "I"

COMPLETION OBLIGATIONS

None.

EXHIBIT "O"

ASSIGNMENT OF INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLES (this “Assignment”) dated as of ___, 2009 is 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, Inc. (“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 (the “Assignor”)] [INCLUDE SPECIFIC ASSIGNOR, AS APPLICABLE, FOR EACH PROPERTY and ___, a Delaware limited liability company (“Assignee”).

Assignor and HTA-Greenville, LLC, a Delaware limited liability company (“HTA”), Assignee’s predecessor-in-interest, have entered into that certain Agreement of Sale and Purchase dated ___, 2009 (as amended, the “Agreement”), pursuant to which HTA agreed to purchase the real property and improvements described therein (the “Property”) from Assignor and Assignor agreed to sell the Property to HTA, on the terms and conditions contained therein. All of HTA’s acquisition rights and obligations under the Agreement were subsequently assigned to, and assumed by, Assignee.

Pursuant to the Agreement, Assignor desires to assign all of its rights and benefits in, to and under all Warranties (including, without limitation, those set forth on Schedule I hereto), Permits, Plans, Tradenames, Reports and Intangible Property, including all Warranties, recourse rights and indemnities contained in that certain [INSERT DESCRIPTION OF CONSTRUCTION, ARCHITECT AND SUBCONTRACTOR AGREEMENT FOR TRAVELERS REST IMPROVEMENTS] (each as defined in the Agreement) (collectively, the “Assigned Interests”) to the Assignee, and Assignee desires to accept the assignment thereof, on the terms and conditions set forth below.

ACCORDINGLY, the parties hereto agree as follows:

As of the date on which the Property is conveyed to Assignee pursuant to the Agreement (the “Conveyance Date”), Assignor hereby assigns to Assignee all of its rights and benefits in, to and under the Assigned Interests, and to the extent required under any Warranty or agreement, Assignor shall obtain the written consent and take such other actions as are required to assign such Assigned Interests.

Assignor hereby agrees to defend and reimburse Assignee for any claims or costs originating prior to the Conveyance Date and arising out of Assignor’s obligations under the Assigned Interests. Assignor acknowledges and agrees that any such claims or costs constitute “Excluded Liabilities” as defined in the Agreement, and all provisions relating to such Excluded Liabilities in the Agreement are incorporated herein by reference, and shall survive Settlement and recording of the Deed.

As of the Conveyance Date, Assignee hereby assumes all of Assignor’s obligations under the Assigned Interests to the extent arising on or subsequent to the Conveyance Date and agrees to indemnify Assignor against and hold Assignor harmless from any and all Claims originating on or subsequent to the Conveyance Date and arising out of the Assignee’s obligations under the Assigned Interests.

In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party’s costs and expenses of such dispute, including, without limitation, reasonable attorneys’ fees and costs.

This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Each Party will, whenever and as often as it shall be requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

Assignor and Assignee have executed this Agreement as of the day and year first written above.

Assignor: [INSERT AS APPLICABLE]
[Greenville Hospital System , a
 political subdivision organized under
 the laws of South Carolina
 By: ____
 Name: ____
 Title: ____]

Assignee:
 ____, **LLC** ,

 a Delaware
 limited liability
 company
 By: ____
 Name: ____
 Title: ____
**HTA-
 GREENVILLE** ,
LLC, a Delaware

 limited liability
 company
 By: ____
 Name: ____
 Title: ____

SCHEDULE I
 to
 Assignment of Contracts

**Greenville Hospital System MOB Portfolio
 Warranties to be Assigned**

GREENVILLE MEMORIAL MEDICAL CAMPUS

<u>#</u>	<u>Building</u>	<u>Warranty Company</u>	<u>Product</u>	<u>Consent Required?</u>
1.	Life Center	(1) JVS, Inc./Tamko Building Products (2) JVS, Inc. (roof contractor)	(a) Fiberglass Shingles, Limited Warranty (a) Roof construction	Yes Silent

PATEWOOD MEDICAL CAMPUS

<u>#</u>	<u>Building</u>	<u>Warranty Company</u>	<u>Product</u>	<u>Consent Required?</u>
2.	Patewood MOB B	(1) South-eastern Roofing (subcontractor for Bovis Lend Lease) (2) Viracon (3) Carolina Door Controls, Inc. (4) Kawneer	(a) Coated foamed roofing – workmanship and materials (a) Tempered + heat strengthened glass (b) Insulating glass unit (c) High performance coated glass (d) Viraspan ceramic frit silkscreened + spandrel glass (a) Speed control – workmanship and materials (a) “Products supplied by it on the project...” –	Silent Silent Silent

<p>3. Patewood MOB C Patewood MOB C <i>cont.</i> Patewood MOB C <i>cont.</i> Patewood MOB C <i>cont.</i></p>	<p>(1) BE&K Building Group's Warranty</p>	<p>workmanship and materials (b) Aluminum finish (fluoropolymer) (a) Subcontractor listing</p>	
	<p>(2) Strange Brothers Grading Company</p>	<p>(a) Asphalt paving – subcontractor warranty</p>	
	<p>(3) Wayne Brothers, Inc.</p>	<p>(a) Concrete installation – subcontractor warranty</p>	
	<p>(4) Pride Masonry</p>	<p>(a) Masonry – subcontractor warranty</p>	
	<p>(5) SteelFab, Inc.</p>	<p>(a) Structural steel – subcontractor warranty</p>	
	<p>(6) Architectural Railings & Grilles, Inc.</p>	<p>(a) Ornamental railings – subcontractor warranty</p>	
	<p>(7) NTEC Systems, LLC</p>	<p>(a) Roofing – subcontractor warranty</p>	
	<p>(8) Technical Roofing Solutions, Inc.</p>	<p>(a) Roofing workmanship and materials</p>	Silent
	<p>(9) Palmetto Waterproofing</p>	<p>(a) Caulking and waterproofing</p>	
	<p>(10) Pecora Corporation (manufacturer)</p>	<p>(a) Weatherseal warranty #5418 (b) Silicone building sealants warranty #5419</p>	Silent
	<p>(11) Alpha Insulation & Waterproofing</p>	<p>(a) Spray foam insulation – limited subcontractor warranty</p>	
	<p>(12) Graham Hodge Associates, Inc.</p>	<p>(a) Doors and windows – subcontractor warranty (b) Aluminum framed entrances + storefront – workmanship (c) Glazed aluminum curtain walls – workmanship</p>	Silent
	<p>(13) Glover Painting, Inc.</p>	<p>(a) Painting – subcontractor warranty</p>	
	<p>(14) H&K Interior, Inc.</p>	<p>(a) Finishes, drywall and acoustical – subcontractor warranty</p>	
	<p>(15) Bonitz Flooring Group, Inc.</p>	<p>(a) Carpet & VCT – subcontractor warranty</p>	
	<p>(16) Otis Elevator Company</p>	<p>(a) Elevator – subcontractor</p>	

(17) Advanced Fire Protection	warranty (a) Fire protection – subcontractor warranty	
(18) Waldrop Heating and Air Conditioning	(a) HVAC – subcontractor warranty	
(19) Johnson Controls warranty	(a) HVAC instrumentation and controls	
(20) Trane warranty		
(21) Pace Electrical Company, Inc.	(a) Electrical – subcontractor warranty	
(22) Vistawall Architectural Products	(a) Aluminum framed entrances and storefront – materials, finish (b) Glazed aluminum curtain walls – materials, finish	
(23) Vistawall/PPG Industries	(a) Kynar/Hylar coating warranty (metal coating)	Can not be assigned
(24) Viracon	(a) Glazing: insulating glass seal failure and coating (b) Glazing: high performance coated glass (c) Tempered + heat strengthened glass (d) Laminated glass + LG sloped glazing (e) Viraspan ceramic frit silkscreened + spandrel glass	Silent

GREER MEDICAL CAMPUS

4.	<u>Building</u>	<u>Warranty Company</u>	<u>Product</u>	<u>Consent Required</u>
	Greer MOB A Greer MOB A <i>cont.</i> Greer MOB A <i>cont.</i> Greer MOB A <i>cont.</i> Greer MOB A <i>cont.</i>	(1) Trane (contractor: McCarter Mechanical, Inc.)	(a) Air to Air Energy Recovery Equipment	Silent
		(2) JVS, Inc. (3) Elk Asphalt Shingles	(a) Roof contractor (a) Asphalt shingles limited warranty	Silent Yes. And must complete Transfer Notification Card with transfer fee of \$2/100 s.f. within 30 days after transfer of building.
		(4) Cutshall Exterminating (5) Yeargin Potter Shackelford (installation)	(a) Termite control services (a) Synthetic millwork fabrication – installation and workmanship	Silent Silent
		(6) Southeastern Architectural	(a) Wood tectonics material – material	Silent

<p>Systems (supplier) (7) Grace Construction Products (subcontractor: Southern Fireproofing Company, Inc.)</p>	<p>and workmanship (a) Self-adhering sheet waterproofing – bituthene waterproofing membrane</p>	<p>Yes</p>
<p>(8) Pecora Corporation (contractor: Southern Fireproofing Company, Inc.)</p>	<p>(a) Watertight joint weatherseal – material and workmanship</p>	<p>Silent</p>
<p>(9) Marshfield Door Systems (supplier: Cook & Boardman of South Carolina)</p>	<p>(a) Flush wood doors – interior warranty only</p>	<p>Silent</p>
<p>(10) Kawneer (11) AGC Flat Glass North America, Inc.</p>	<p>(a) Aluminum finish (a) Tempered Glass (b) Insulating glass units (c) Coated glass</p>	<p>Silent</p>
<p>(12) Cook & Boardman of South Carolina (supplier of door products)</p>	<p>(a) Door hardware - warrants products, workmanship, materials furnished in accordance with factory warranty for hardware</p>	<p>Silent</p>
<p>(13) Pemko Manufacturing Company, Inc.</p>	<p>(a) Pemko products – material and workmanship</p>	<p>Silent</p>
<p>(14) Yale Security Inc. aka Rixson</p>	<p>(a) Door controls – material and workmanship</p>	<p>Silent</p>
<p>(15) Sargent Manufacturing Company</p>	<p>(a) Lock systems – material and workmanship</p>	<p>Silent</p>
<p>(16) Metal Products, Inc.</p>	<p>(a) Door hardware</p>	<p>Silent</p>
<p>(17) Ceco Door Products</p>	<p>(a) Door hardware</p>	<p>Silent</p>
<p>(18) Larsen’s Manufacturing Company (supplier: Keaton Kompany)</p>	<p>(a) Fire protection – material and workmanship</p>	<p>Silent</p>
<p>(19) Bradley Corporation (supplier: Stock Building Supply)</p>	<p>(a) Washroom accessories, materials and workmanship</p>	<p>“This warranty extends only to commercial and institutional purchasers and does not extend to any others, including consumer customers of commercial and institutional purchasers.” Silent</p>
<p>(20) Otis Elevator Company (contractor)</p>	<p>(a) Hydraulic elevators – material and workmanship</p>	<p>Silent</p>
<p>(21) State Water Heaters (contractor: Mike Varner Plumbing, Inc.)</p>	<p>(a) Commercial electric water heater</p>	<p>Yes</p>

	(22) Surgeologic – Square D (contractor: Huntington & Guerry Electric Company, Inc.)	(a) TVSS protection systems – material and workmanship	Yes
	(23) Square D	(a) Panelboards – materials and workmanship	Yes
	(24) Metalux (contractor: Huntington & Guerry Electric Company, Inc.)	(a) Interior lighting fixtures	Silent
4.	<u>Greer MOB B</u> <i>Same as Greer MOB A</i>	<u><i>Same as Greer MOB A</i></u>	<u><i>Same as Greer MOB A</i></u>

OFF-CAMPUS MOBS

	<u>Building</u>	<u>Warranty Company</u>	<u>Product</u>	<u>Consent Required</u>
5.	Maxwell Pointe MOB	None Note: Since the most recent phase was built in 2008, the major systems/improvements should be under some level of warranty. If not, please confirm why.		
6.	Travelers Rest Family	[NOTE: All warranties related to the recent improvements at the Travelers Rest Property must be identified in an updated schedule prior to closing, assigned to buyer and any required consents to assignment obtained.]		
7.	Mills Ave. MOB	(1) JVS, Inc./Tamko Building Products (2) JVS, Inc. (roofing contractor)	(a) Roofing shingles (a) Materials and workmanship	Yes Silent

Exhibit “R”

CURRENT IMPROVEMENT PROJECTS

I. Building	II. Description of Work	III. Projected Start	IV. Projected Completion
A. Patewood B	B. Remaining shell space upfit in Suite 260. C. 3rd floor construction/renovations.	D. Aug. 2009 E. Jul. 2009	F. Nov. 2009 G. Nov. 2009
H. Patewood C	I. 4th floor construction of Clemson space.	J. Aug. 2009	K. Sept. 2009

Exhibit “T”

LEASE AMENDMENTS

<u>Property Name</u>	<u>Tenant</u>
Cancer Treatment Center	AOR Management Company of Virginia, LLC; sublessee is Oncology and Hermatology Associates of South Carolina, L.L.C. d/b/a Cancer Centers

Patewood B
Patewood B
Patewood B
Patewood C

Center for Health (CHOS)

of the Carolinas
Greenville Endoscopy Center, Inc.
Carolina Cornea and Laser Center, LLC
Gastroenterology Associates, P.A.
Greenville Proaxis Therapy, LLC f/k/a
Greenville Pivotal Therapy, LLC
Greenville Proaxis Therapy, LLC f/k/a
Greenville Pivotal Therapy, LLC

FOR IMMEDIATE RELEASE

August 27, 2009

Realty Capital Securities, LLC becomes exclusive dealer manager for Healthcare Trust of America, Inc.

New York, NY – Healthcare Trust of America, Inc. (formerly known as Grubb & Ellis Healthcare REIT, Inc.) (the “Company”) and Realty Capital Securities, LLC (“RCS”) announce that effective August 29, 2009, RCS, member FINRA/SIPC, will be assuming exclusive dealer manager responsibilities for the Company’s initial public offering of up to \$2.2 billion in shares of its common stock, including \$2.0 billion in shares offered at \$10.00 per share in the primary offering and \$200 million in shares offered at \$9.50 per share pursuant to the distribution reinvestment plan.

Healthcare Trust of America, Inc. is a self-managed non-traded, public REIT headquartered in Scottsdale, Arizona with over \$1.0 billion in assets and over 40 properties in 18 states. The Company was formed as a Maryland corporation on April 20, 2006, to invest in a diversified portfolio of real estate properties, focusing primarily on medical office buildings and healthcare-related facilities.

To obtain a prospectus, contact the Company at 16427 N. Scottsdale Rd, #440, Scottsdale, AZ 85254, (480) 998-3478 or Realty Capital Securities, LLC, Three Copley Place, Suite 3300, Boston, MA 02116, (877)-373-2522.