

HEALTHCARE TRUST OF AMERICA, INC.

FORM 8-K

(Current report filing)

Filed 09/11/09 for the Period Ending 09/04/09

Address	16427 N. SCOTTSDALE ROAD SUITE 440 SCOTTSDALE, AZ 85254
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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):

September 4, 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

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 September 4, 2009, HTA - Greenville, LLC ("HTA LLC"), a subsidiary of Healthcare Trust of America, Inc. (the "Company") and Greenville Hospital System and certain of its affiliates ("GHS") agreed to amend (the "Fourth Amendment") the Agreement of Sale and Purchase, dated July 15, 2009 (the "Purchase Agreement"), as previously amended by the First Amendment to Agreement of Sale and Purchase, dated August 14, 2009 (the "First Amendment"), the Second Amendment to Agreement of Sale and Purchase, dated August 21, 2009 (the "Second Amendment"), and the Third Amendment to Agreement of Sale and Purchase, dated August 26, 2009 (the "Third 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 Second Amendment and the Third Amendment were described in Item 1.10 of the Company's Current Report on Form 8-K filed with the SEC on August 27, 2009, which is incorporated herein by reference.

The purpose of the Fourth Amendment was to, among other things, (i) increase the purchase price from \$161,670,000 to \$162,820,000 to reflect the additional payment at closing of \$1,150,000 which was originally to be funded by the Company to GHS in the first year following closing to fund tenant improvements but which will instead be funded at closing, and which increased amount has been included in the calculation of first year base rent payable by GHS to the Company, and (ii) to provide that the closing date will be September 15, 2009. Although the closing date is scheduled for September 15, 2009, (A) the balance of the purchase price (in excess of the original deposit) was funded into escrow on September 9, 2009 to be held in escrow until the transaction closes and (B) upon the closing of the transaction, all expenses will be prorated as of September 9, 2009, and the payment of rent by GHS to the Company will commence effective as of September 9, 2009.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Fourth Amendment to Agreement of Sale and Purchase, dated September 4, 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.

September 11, 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>
10.1	Fourth Amendment to Agreement of Sale and Purchase, dated September 4, 2009

FOURTH AMENDMENT TO AGREEMENT OF SALE AND PURCHASE

THIS FOURTH AMENDMENT TO AGREEMENT OF SALE AND PURCHASE (this “**Amendment**”) is made and entered into as of this 4th day of September, 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, that certain Second Amendment to Agreement of Sale and Purchase, executed by Buyer and Seller as of August 21, 2009, and that certain Third Amendment to Agreement of Sale and Purchase executed by Buyer and Seller as of August 26, 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 Seventy Thousand Dollars (\$161,670,000)” and replacing it with the amount “One Hundred Sixty-Two Million Eight Hundred Twenty Thousand Dollars (\$162,820,000)”.

2. **Section 3. Settlement and Removed Property**. Section 3 of the Agreement of Sale is hereby amended by deleting the first sentence of subsection (a) and replacing it with the following::

(a) All documents to be executed and delivered by the parties as part of Settlement shall be executed and delivered by each party to its respective counsel on or before September 9, 2009. Said documents shall be held by each such counsel until September 15, 2009 at which time, provided that the Board of Trustees of Seller, shall have voted to approve the transaction contemplated by this Agreement, the documents will be released by each counsel and delivered and/or recorded as provided elsewhere in this Agreement. The Purchase Price shall be deposited by Seller with the Title Company on September 9, 2009, with Seller to receive a credit for all interest earned on such funds from September 9 through funding of this transaction. Further, rental payments under the Space Leases will become effective on September 9, 2009.

3. **Section 8. Closing Costs; Prorations**. Section 8 (c) of the Agreement of Sale is hereby amended by deleting all references to the “Closing Date” and substituting “September 9, 2009”.

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

5. **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.

6. **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.

7. **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 Fourth 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. Bickel
Name: Susan J. Bickel
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. Bickel
Name: Susan J. Bickel
Title: Vice President and CFO

GREENVILLE HEALTH CORPORATION

a South Carolina corporation

By: /s/ Susan J. Bickel

Name : Susan J. Bickel
Title : Secretary/Treasurer

GHC HEALTH RESOURCES, INC. ,

a South Carolina corporation

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

BUYER:

HTA – GREENVILLE , LLC ,

a Delaware limited liability company

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

EXHIBIT "D"

ALLOCATED PURCHASE PRICE

The Parties shall mutually agree to adjustments to the allocation based on alterations to square footage in the Space Leases or lease terms under the Space Leases or otherwise.

<u>Property</u>	<u>Purchase Price per Property</u>
Memorial Medical Office Building	\$ 18,450,000
Cancer Treatment Center	\$ 21,180,000
Center for Family Medicine	\$ 7,510,000
Life Center	\$ 10,850,000
Information Services Building	\$ 9,600,000
Patewood A	\$ 11,870,000
Patewood B	\$ 18,850,000
Patewood C	\$ 23,810,000
Patewood Administration	\$ 20,410,000
Greer MOB A 315	\$ 4,740,000
Greer MOB B 325	\$ 4,680,000
Maxwell Pointe	\$ 5,475,000
Center for Health (CHOS)	\$ 2,000,000
Traveler's Rest Family Practice	\$ 1,625,000
Mills Avenue	\$ 1,120,000
Cleveland St. MOB	\$ 650,000
	\$162,820,000