

HEALTHCARE TRUST OF AMERICA, INC.
Form 8-K
November 23, 2010

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):

November 22, 2010

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.)

16435 N. Scottsdale Road, Suite 320,
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.

The information set forth in Item 2.03 is incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

The information set forth in Item 2.03 is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Unsecured Credit Facility

On November 22, 2010, we and Healthcare Trust of America Holdings, LP (our "Operating Partnership") entered into a credit agreement (the "Credit Agreement") with JPMorgan Chase Bank, N.A., as administrative agent ("JPMorgan"), Wells Fargo Bank, N.A. and Deutsche Bank Securities Inc., as syndication agents, U.S. Bank National Association and Fifth Third Bank, as documentation agents, and the lenders named therein to obtain an unsecured revolving credit facility in an aggregate maximum principal amount of \$275,000,000, subject to increase as discussed below. The proceeds of loans made under the Credit Agreement may be used for our working capital needs and general corporate purposes, including permitted acquisitions and repayment of debt. In addition to loans, our Operating Partnership may obtain up to \$27,500,000 of the credit available under the Credit Agreement in the form of letters of credit or up to \$15,000,000 of the credit available under the Credit Agreement in the form of swingline loans. The term of the Credit Agreement is three years.

The actual amount of credit available under the Credit Agreement is a function of certain loan-to-cost, loan-to-value and debt service coverage ratios contained in the Credit Agreement. Subject to the terms of the Credit Agreement, the maximum principal amount of the Credit Agreement may be increased by up to \$225,000,000, for a total principal amount of \$500,000,000, subject to such additional financing being offered and provided by existing lenders or new lenders under the Credit Agreement.

At the option of our Operating Partnership, loans under the Credit Agreement bear interest at per annum rates equal to (a) (i) the greatest of: (x) the prime rate publicly announced by JPMorgan, (y) the Federal Funds effective rate plus 0.5% and (z) the Adjusted LIBO Rate plus 1.0%, plus (ii) a margin ranging from 1.50% to 2.50% based on our Operating Partnership's total leverage ratio, or (b) (i) the Adjusted LIBO Rate plus (ii) a margin ranging from 2.50% to 3.50% based on our Operating Partnership's total leverage ratio. Accrued interest under the Credit Agreement is payable quarterly and at maturity.

Our Operating Partnership is required to pay a fee on the unused portion of the lenders' commitments under the Credit Agreement at a per annum rate equal to 0.375% if the average daily used amount is greater than 50% of the commitments and 0.50% if the average daily used amount is less than 50% of the commitments.

Our Operating Partnership's obligations with respect to the Credit Agreement are guaranteed by us and by certain subsidiaries of our Operating Partnership, as identified in the Credit Agreement, pursuant to the terms of a guaranty dated as of November 22, 2010 (the "Guaranty").

The Credit Agreement contains various affirmative and negative covenants that we believe are usual for facilities and transactions of this type, including limitations on the incurrence of debt by us, our Operating Partnership and its subsidiaries that own unencumbered assets, limitations on the nature of our Operating Partnership's business, and limitations on distributions by our Operating Partnership and its subsidiaries that own unencumbered assets.

In connection with the entry into the Credit Agreement, the credit agreement entered into on October 13, 2010, by and among us, our Operating Partnership, JPMorgan, as administrative agent, Wells Fargo Bank, N.A. and Deutsche Bank Securities Inc., as syndication agents, and the lenders named therein, to obtain an unsecured revolving credit facility in an aggregate maximum principal amount of \$200,000,000 was terminated and in connection with such termination, we paid commitment fees of \$111,111.11. There were no amounts outstanding under such

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credit facility at the time of its termination.

The material terms of the Credit Agreement and the Guaranty are subject to and qualified in their entirety by the Credit Agreement and the Guaranty, attached hereto as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and incorporated by reference herein.

Item 7.01 Regulation FD Disclosure.

On November 23, 2010, we issued a press release announcing that we have obtained a new \$275 million unsecured revolving credit facility. 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 and Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section.

Item 9.01 Financial Statements and Exhibits.

Exhibits

10.1 Credit Agreement by and among Healthcare Trust of America Holdings, LP, Healthcare Trust of America, Inc., JPMorgan Chase Bank, N.A., Wells Fargo Bank, N.A., Deutsche Bank Securities Inc., U.S. Bank National Association and Fifth Third Bank and the Lenders Party Hereto, dated November 22, 2010.

10.2 Guaranty for the benefit of JPMorgan Chase Bank, N.A. dated November 22, 2010 by Healthcare Trust of America, Inc. and certain Subsidiaries of Healthcare Trust of America, Inc. named therein.

99.1 Press Release dated November 23, 2010

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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.

Healthcare Trust of America, Inc.

November 23, 2010

By: Scott D. Peters

Name: Scott D. Peters
Title: Chief Executive Officer & President

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Exhibit Index

Exhibit No.	Description
10.1	Credit Agreement by and among Healthcare Trust of America Holdings, LP, Healthcare Trust of America, Inc., JPMorgan Chase Bank, N.A., Wells Fargo Bank, N.A., Deutsche Bank Securities Inc., U.S. Bank National Association and Fifth Third Bank and the Lenders Party Hereto, dated November 22, 2010
10.2	Guaranty for the benefit of JPMorgan Chase Bank, N.A. dated November 22, 2010 by Healthcare Trust of America, Inc. and certain Subsidiaries of Healthcare Trust of America, Inc. named therein
99.1	Press Release dated November 23, 2010