

HEALTHCARE TRUST OF AMERICA, INC.

Form 8-K

April 02, 2012

**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): March 29, 2012**

**HEALTHCARE TRUST OF AMERICA, INC.**

**(Exact Name of Registrant as Specified in its Charter)**

**Maryland**  
**(State or Other Jurisdiction**

**of Incorporation or Organization)**

**000-53206**  
**(Commission**

**File Number)**

**20-4738467**  
**(I.R.S. Employer**

**Identification No.)**

Edgar Filing: HEALTHCARE TRUST OF AMERICA, INC. - Form 8-K

**16435 N. Scottsdale Road, Suite 320**

**Scottsdale, Arizona**  
(Address of Principal Executive Offices)

**(480) 998-3478**

**85254**  
(Zip Code)

(Registrant's Telephone Number, Including Area Code)

**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 240.425)
- .. 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))

**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 March 29, 2012, 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, National Association and Deutsche Bank Securities Inc., as syndication agents, U.S. Bank National Association, Fifth Third Bank, Capital One, N.A., Regions Bank, and Compass Bank, as documentation agents, and the lenders named therein to obtain an unsecured revolving credit facility in an aggregate maximum principal amount of \$575,000,000 and a term loan facility in an aggregate maximum principal amount of \$300,000,000, 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 acquisitions and repayment of debt. In addition to loans, our Operating Partnership may obtain up to ten percent (10%) of the revolving credit line available under the Credit Agreement in the form of letters of credit and up to \$50,000,000 of the revolving credit line available under the Credit Agreement in the form of swingline loans. The term of the Credit Agreement is four years with a one-year extension option that may be exercised upon the satisfaction of certain conditions.

Subject to the terms of the Credit Agreement, the maximum principal amount of the Credit Agreement may be increased by up to \$175,000,000, for a total principal amount of \$1,050,000,000, 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 0.10% to 1.25% based on our Operating Partnership's credit rating, or (b) (i) the Adjusted LIBO Rate plus (ii) a margin ranging from 1.10% to 2.25% based on our Operating Partnership's credit rating. 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' revolving credit commitments under the Credit Agreement at a per annum rate ranging from 0.20% to 0.50% based on our Operating Partnership's credit rating.

Our Operating Partnership's obligations with respect to the Credit Agreement are guaranteed by us and may, from time to time, be guaranteed by certain subsidiaries of our Operating Partnership, pursuant to the terms of a guaranty dated as of March 29, 2012 (the Guaranty).

The Credit Agreement requires compliance with certain financial and operating covenants that we believe are usual for facilities and transactions of this type, including, among other things: a maximum ratio of total indebtedness to total asset value; a maximum ratio of secured indebtedness to total asset value; a minimum ratio of EBITDA to fixed charges; a minimum tangible net worth; a maximum ratio of unsecured indebtedness to unencumbered asset value; and a minimum ratio of unencumbered net operating income to unsecured interest expense. In addition, our Credit facility limits our distributions to the greater of (i) 100% of our normalized adjusted FFO (as defined in the credit Agreement) for the four quarter period ended prior to any distribution (subject to a stepdown to 95% of normalized adjusted FFO commencing March 31, 2014) and (ii) the minimum amount required to maintain REIT status. Our revolving credit and term loan facility also contains customary events of default, including, but not limited to, non-payment of principal, interest fees or other amounts, breaches of covenants and bankruptcy or other insolvency events. We are also restricted from making distributions to our stockholders in the event we are in default under the Credit Agreement, except to the extent necessary for us to maintain our REIT status.

In connection with the entry into the Credit Agreement, the credit agreement entered into on November 22, 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 \$575,000,000 was terminated. There was approximately \$183,000,000 of principal and interest outstanding under such 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 March 29, 2012, we issued a press release announcing that we have obtained a new \$875 million unsecured revolving credit and term loan 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., as administrative agent, Wells Fargo Bank, N.A. and Deutsche Bank Securities Inc., as syndication agents, U.S. Bank National Association, Fifth Third Bank, Capital One, N.A., Regions Bank, and Compass Bank, as documentation agents, and the Lenders Party Hereto, dated November 22, 2010.

10.2 Guaranty dated March 29, 2012, by Healthcare Trust of America, Inc. for the benefit of JPMorgan Chase Bank, N.A., as administrative agent, the Lenders, the Issuing Bank and the Swingline Lender.

99.1 Press Release dated March 29, 2012.

**SIGNATURE**

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, thereunto duly authorized.

**HEALTHCARE TRUST OF AMERICA, INC.**

*(Registrant)*

By: /s/ Scott D. Peters

Date: April 2, 2012

Name: Scott D. Peters

Title: Chief Executive Officer & President