
UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2008

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-32559

MEDICAL PROPERTIES TRUST, INC.

(Exact Name of Registrant as Specified in Its Charter)

MARYLAND
(State or other jurisdiction of
incorporation or organization)

20-0191742
(I. R. S. Employer
Identification No.)

1000 URBAN CENTER DRIVE, SUITE 501
BIRMINGHAM, AL
(Address of principal executive offices)

35242
(Zip Code)

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE: (205) 969-3755

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

As of August 8, 2008, the registrant had 66,338,724 shares of common stock, par value \$.001, outstanding.

MEDICAL PROPERTIES TRUST, INC.
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2008

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PART I — FINANCIAL INFORMATION

Item 1. Financial Statements.

MEDICAL PROPERTIES TRUST, INC. AND SUBSIDIARIES
Condensed Consolidated Balance Sheets

	June 30, 2008 (Unaudited)	December 31, 2007 (Note 2)
Assets		
Real estate assets		
Land, buildings and improvements, and intangible lease assets	\$ 910,694,696	\$ 568,552,263
Mortgage loans	185,000,000	185,000,000
Real estate held for sale	—	81,411,361
Gross investment in real estate assets	1,095,694,696	834,963,624
Accumulated depreciation and amortization	(23,614,558)	(14,772,109)
Net investment in real estate assets	1,072,080,138	820,191,515
Cash and cash equivalents	3,676,748	94,215,134
Interest and rent receivable	12,226,256	10,234,436
Straight-line rent receivable	19,467,852	14,855,564
Other loans	142,397,757	80,758,273
Assets of discontinued operations	2,005,804	13,227,885
Other assets	13,933,430	18,177,879
Total Assets	\$ 1,265,787,985	\$ 1,051,660,686
Liabilities and Stockholders' Equity		
Liabilities		
Debt	\$ 567,397,087	\$ 480,525,166
Accounts payable and accrued expenses	27,760,233	21,091,374
Deferred revenue	18,399,668	20,839,338
Lease deposits and other obligations to tenants	11,540,347	16,006,813
Total liabilities	625,097,335	538,462,691
Minority interests	3,405,162	77,552
Stockholders' equity		
Preferred stock, \$0.001 par value. Authorized 10,000,000 shares; no shares outstanding	—	—
Common stock, \$0.001 par value. Authorized 100,000,000 shares; issued and outstanding — 64,952,407 shares at June 30, 2008, and 52,133,207 shares at December 31, 2007	64,952	52,133
Additional paid in capital	672,210,390	540,501,058
Distributions in excess of net income	(34,727,511)	(27,170,405)
Treasury shares, at cost	(262,343)	(262,343)
Total stockholders' equity	637,285,488	513,120,443
Total Liabilities and Stockholders' Equity	\$ 1,265,787,985	\$ 1,051,660,686

See accompanying notes to condensed consolidated financial statements.

MEDICAL PROPERTIES TRUST, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Income
(Unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2008	2007	2008	2007
Revenues				
Rent billed	\$ 21,273,619	\$ 8,512,373	\$ 36,317,026	\$ 17,472,225
Straight-line rent	2,279,995	2,974,429	3,939,779	3,327,106
Interest and fee income	7,544,536	9,798,596	14,254,577	15,219,519
Total revenues	<u>31,098,150</u>	<u>21,285,398</u>	<u>54,511,382</u>	<u>36,018,850</u>
Expenses				
Real estate depreciation and amortization	5,338,292	2,223,502	8,865,887	4,196,407
General and administrative	4,772,314	2,987,114	9,186,449	7,601,233
Total operating expenses	<u>10,110,606</u>	<u>5,210,616</u>	<u>18,052,336</u>	<u>11,797,640</u>
Operating income	20,987,544	16,074,782	36,459,046	24,221,210
Other income (expense)				
Interest income	14,810	99,506	117,488	277,721
Interest expense	(12,403,689)	(5,381,638)	(19,523,555)	(10,394,872)
Net other expense	<u>(12,388,879)</u>	<u>(5,282,132)</u>	<u>(19,406,067)</u>	<u>(10,117,151)</u>
Income from continuing operations	8,598,665	10,792,650	17,052,979	14,104,059
Income from discontinued operations	5,241,995	718,932	8,021,463	7,611,475
Net income	<u>\$ 13,840,660</u>	<u>\$ 11,511,582</u>	<u>\$ 25,074,442</u>	<u>\$ 21,715,534</u>
Net income per common share — basic				
Income from continuing operations	\$ 0.13	\$ 0.22	\$ 0.29	\$ 0.31
Income from discontinued operations	0.08	0.01	0.13	0.16
Net income	<u>\$ 0.21</u>	<u>\$ 0.23</u>	<u>\$ 0.42</u>	<u>\$ 0.47</u>
Weighted average shares outstanding — basic	<u>64,991,168</u>	<u>49,040,141</u>	<u>59,013,695</u>	<u>45,948,878</u>
Net income per share — diluted				
Income from continuing operations	\$ 0.13	\$ 0.22	\$ 0.29	\$ 0.31
Income from discontinued operations	0.08	0.01	0.13	0.16
Net income	<u>\$ 0.21</u>	<u>\$ 0.23</u>	<u>\$ 0.42</u>	<u>\$ 0.47</u>
Weighted average shares outstanding — diluted	<u>65,173,660</u>	<u>49,293,328</u>	<u>59,164,138</u>	<u>46,155,705</u>

See accompanying notes to condensed consolidated financial statements.

MEDICAL PROPERTIES TRUST, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows
(Unaudited)

	For the Six Months Ended June 30,	
	2008	2007
Operating activities		
Net income	\$ 25,074,442	\$ 21,715,534
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	9,620,854	5,576,423
Straight-line rent revenue	(5,378,976)	(3,989,652)
Share-based compensation	3,668,592	1,586,653
Gain on sale of real estate	(9,327,935)	(4,061,626)
Straight-line rent write off	9,548,559	—
Increase (decrease) in accounts payable and accrued liabilities	3,144,033	(13,082,545)
Amortization and write-off of deferred financing costs and debt discount	4,452,579	556,212
Other adjustments	2,977,839	(671,457)
Net cash provided by operating activities	43,779,987	7,629,542
Investing activities		
Real estate acquired	(345,180,638)	(28,401,269)
Principal received on loans receivable	8,927,199	48,629,745
Proceeds from sale of real estate	89,981,709	68,203,802
Investment in loans receivable	(67,180,769)	(123,283,327)
Construction in progress and other	(74,369)	(10,447,925)
Net cash used for investing activities	(313,526,868)	(45,298,974)
Financing activities		
Additions to debt	348,147,874	123,200,000
Payments of debt	(262,369,757)	(191,862,008)
Distributions paid	(29,081,994)	(25,509,266)
Sale of common stock	128,028,831	135,809,396
Other financing activities	(5,516,459)	517,349
Net cash provided by financing activities	179,208,495	42,155,471
Increase (decrease) in cash and cash equivalents for period	(90,538,386)	4,486,039
Cash and cash equivalents at beginning of period	94,215,134	4,102,873
Cash and cash equivalents at end of period	\$ 3,676,748	\$ 8,588,912
Interest paid, including capitalized interest of \$0 in 2008 and \$1,335,413 in 2007	\$ 12,549,166	\$ 9,494,105
Supplemental schedule of non-cash investing activities:		
Construction in progress transferred to land and building	—	66,202,763
Interest and other receivables recorded as deferred revenue	—	3,027,433
Interest and other receivables transferred to loans receivable	78,010	4,621,677
Other non-cash investing activities	—	749,940
Supplemental schedule of non-cash financing activities:		
Distributions declared, unpaid	17,937,645	13,343,278
Other non-cash financing activities	24,898	30,679

See accompanying notes to condensed consolidated financial statements.

MEDICAL PROPERTIES TRUST, INC. AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements (Unaudited)

1. Organization

Medical Properties Trust, Inc., a Maryland corporation (the Company), was formed on August 27, 2003 under the General Corporation Law of Maryland for the purpose of engaging in the business of investing in and owning commercial real estate. The Company's operating partnership subsidiary, MPT Operating Partnership, L.P. (the Operating Partnership) through which it conducts all of its operations, was formed in September 2003. Through another wholly owned subsidiary, Medical Properties Trust, LLC, the Company is the sole general partner of the Operating Partnership. Presently, the Company directly owns substantially all of the limited partnership interests in the Operating Partnership.

We have operated as a real estate investment trust ("REIT") since April 6, 2004, and accordingly, elected REIT status upon the filing in September 2005 of our calendar year 2004 federal income tax return. Accordingly, the Company will not be subject to U.S. federal income tax, provided that it continues to qualify as a REIT and its distributions to its stockholders equal or exceed its taxable income. Certain activities the Company undertakes must be conducted by entities which elect to be treated as taxable REIT subsidiaries ("TRSs"). TRSs are subject to both federal and state income taxes.

The Company's primary business strategy is to acquire and develop real estate and improvements, primarily for long term lease to providers of healthcare services such as operators of general acute care hospitals, inpatient physical rehabilitation hospitals, long-term acute care hospitals, surgery centers, centers for treatment of specific conditions such as cardiac, pulmonary, cancer, and neurological hospitals, and other healthcare-oriented facilities. The Company manages its business as a single business segment as defined in Statement of Financial Accounting Standards (SFAS) No. 131, *Disclosures about Segments of an Enterprise and Related Information*.

2. Summary of Significant Accounting Policies

Unaudited Interim Condensed Consolidated Financial Statements: The accompanying unaudited interim condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information, including rules and regulations of the Securities and Exchange Commission. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three and six month periods ended June 30, 2008, are not necessarily indicative of the results that may be expected for the year ending December 31, 2008. The condensed consolidated balance sheet at December 31, 2007 has been derived from the audited financial statements at that date but does not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements.

For further information about our significant accounting policies, refer to the consolidated financial statements and footnotes thereto included in our Annual Report on Form 10-K, as amended, for the year ended December 31, 2007.

New Accounting Pronouncements: The following is a summary of recently issued accounting pronouncements which have been issued but not adopted by the Company.

In May 2008, the FASB issued FASB Staff Position APB 14-1, *Accounting for Convertible Debt Instruments That May Be Settled in Cash Upon Conversion (Including Partial Cash Settlements)* ("FSP") that affects the accounting for our exchangeable notes. The FSP requires that the initial debt proceeds from the sale of our exchangeable notes be allocated between a liability component and an equity component. The resulting debt discount would be amortized over the period the debt is expected to be outstanding as additional interest expense. The FSP is effective for fiscal years beginning after December 15, 2008, and requires retroactive application to all periods presented and does not grandfather existing instruments. The Company is currently evaluating the requirements of this FSP and has not yet determined its effect on the Company's consolidated financial statements.

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In December 2007, the FASB issued SFAS No. 141 (revised 2007), *Business Combinations* (“SFAS 141R”). SFAS 141R changes the accounting model for business combinations from a cost allocation standard to a standard that provides, with limited exceptions, for the recognition of all identifiable assets and liabilities of the business acquired at fair value, regardless of whether the acquirer acquires 100% or a lesser controlling interest of the business. SFAS 141R defines the acquisition date of a business acquisition as the date on which control is achieved (generally the closing date of the acquisition). SFAS 141R requires the recognition of assets and liabilities arising from contractual contingencies and non-contractual contingencies meeting a “more-likely-than-not” threshold at fair value at the acquisition date. SFAS 141R also provides for the recognition of acquisition costs as expenses when incurred and for certain expanded disclosures. SFAS 141R is effective for business acquisitions with acquisition dates on or after January 1, 2009. The adoption of SFAS 141R will require the company to expense all transaction costs for business combinations completed after January 1, 2009.

In December 2007, the FASB issued SFAS No. 160, *Noncontrolling Interests in Consolidated Financial Statements — an amendment of ARB No. 51* (“SFAS 160”). SFAS 160 establishes accounting and reporting standards for a parent company’s noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. Under SFAS 160, non-controlling interests in consolidated subsidiaries (formerly known as “minority interests”) are reported in the consolidated statement of financial position as a separate component within stockholders’ equity. Net earnings and comprehensive income attributable to the controlling and non-controlling interests are to be shown separately in the consolidated statements of earnings and comprehensive income. SFAS No. 160 is effective for fiscal years beginning after December 15, 2008 and is to be applied prospectively, except that the presentation and disclosure requirements are to be applied retrospectively for all periods presented. Except for having to present minority interest in the Stockholders’ Equity section of our Consolidated Balance Sheets, we do not believe this pronouncement will have a material effect on our consolidated financial statements.

In March 2008, the FASB issued SFAS No. 161, *Disclosures about Derivative Instruments and Hedging Activities — an amendment of FASB Statement No. 133* (“SFAS 161”). SFAS 161 requires enhanced disclosures about (a) how and why derivative instruments are used, (b) how derivative instruments and related hedged items are accounted for and (c) how derivative instruments and related hedged items affect an entity’s financial position, financial performance and cash flows. SFAS 161 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008. We currently do not have any derivative instruments.

Reclassifications: Certain reclassifications have been made to the condensed consolidated financial statements to conform to the 2008 consolidated financial statement presentation. Properties sold or held for sale during the first six months of 2008 have been reclassified to discontinued operations in accordance with SFAS No. 144 (see Note 7 — Discontinued Operations). These reclassifications have no impact on stockholders’ equity or net income.

3. Real Estate and Lending Activities

In the second quarter of 2008, the Company completed the acquisition of 18 properties from a single seller, and completed the acquisition of the remaining two facilities in July 2008. These 20 facilities represent an investment of approximately \$357.2 million. In May 2008, the Company acquired a long-term acute care hospital at a cost of \$10.8 million from an unrelated party and entered into an operating lease with Vibra Healthcare (Vibra). The Company financed these acquisitions using proceeds from its March 2008 issuance of debt and equity (see Note 4 — Debt and Note 5 — Common Stock), from its existing revolving credit facilities and from the sale of three rehabilitation facilities to Vibra in May 2008 with proceeds (including lease termination fees and loan prepayment) totaling \$105.0 million (see Note 7 — Discontinued Operations).

In June 2008, the Company entered into a \$60 million financing arrangement with affiliates of Prime related to three southern California hospital campuses operated by Prime. In July 2008, the Company subsequently purchased one of the facilities from the Prime affiliate for approximately \$15.0 million and entered into a 10 year lease with the Prime affiliate. The company expects to purchase the remaining two hospitals for an aggregate cost of approximately \$45 million and enter into leases with Prime on similar terms.

For the three months ended June 30, 2008 and 2007, revenue from Vibra accounted for 15.9% and 17.7% respectively, of total revenue. For the six months ended June 30, 2008 and 2007, revenue from Vibra accounted for 15.6% and 18.4%, respectively, of total revenue. For the three months ended June 30, 2008 and 2007, revenue from affiliates of Prime Healthcare Services, Inc. (Prime) accounted for 28.0% and 28.2%, respectively, of total revenue. For the six months ended June 30, 2008 and 2007, revenue from affiliates of Prime accounted for 32.1% and 31.1%, respectively, of total revenue.

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In June 2008, the Company received notification from one of its tenants that the tenant was terminating operations at a single facility with two hospital campuses. The tenant subsequently entered bankruptcy proceedings and is no longer paying rent for the facility beginning in July 2008. The Company has begun an evaluation of options to sell or re-lease the facility. The Company believes that any proceeds from sale, lease and security for the property will be sufficient to recover the Company's investment in the facility.

4. Debt

The following is a summary of debt:

	As of June 30, 2008		As of December 31, 2007	
	Balance	Interest Rate	Balance	Interest Rate
Revolving credit facilities	\$ 131,000,000	3.97% - 5.75%	\$ 154,985,897	7.800%
Senior unsecured notes — fixed rate through July and October, 2011, due July and October, 2016	125,000,000	7.333% - 7.871%	125,000,000	7.333% - 7.871%
Exchangeable senior notes due November, 2011	135,069,718	6.125%	134,704,269	6.125%
Exchangeable senior notes due April, 2013	80,822,369	9.25%	—	—
Term loans	95,505,000	4.49% - 8.00%	65,835,000	6.830%
	<u>\$ 567,397,087</u>		<u>\$ 480,525,166</u>	

As of June 30, 2008, maturities are as follows:

2008	\$ 1,260,000
2009	1,860,000
2010	117,860,000
2011	323,594,719
2012	42,000,000
Thereafter	80,822,368
Total	<u>\$ 567,397,087</u>

In March 2008, the Company's Operating Partnership issued and sold, in a private offering, \$75.0 million of Exchangeable Senior Notes (the "Exchangeable Notes") and received proceeds of \$72.8 million. In April 2008, the Operating Partnership sold an additional \$7.0 million of Exchangeable Notes (under the initial purchasers' overallotment option) and received proceeds of \$6.8 million. The Exchangeable Notes will pay interest semi-annually at a rate of 9.25% per annum and mature on April 1, 2013. The notes have an initial exchange rate of 80.8898 shares of the Company's common stock per \$1,000 principal amount of the notes, representing an exchange price of approximately \$12.36 per common share. The notes are senior unsecured obligations of the Operating Partnership, guaranteed by the Company.

In June 2008, the Company signed a term loan agreement for \$30.0 million. That facility has a maturity of November 2010, and the maximum amount of borrowings may be increased, subject to market conditions, to \$75.0 million. The loan has a floating interest rate of 400 basis points in excess of LIBOR. The new term loan enabled the Company to terminate, without utilizing, the short-term bridge facility that was committed by a syndicate of banks in March 2008 in order to facilitate the \$357.2 million acquisition from a single seller. As a result of terminating the short-term bridge facility, the Company recorded a charge of approximately \$3.2 million of financing costs in the second quarter.

5. Common Stock

In the six months ended June 30, 2008, the Company completed the sale of 12,650,000 shares of common stock at a price of \$10.75 per share. After deducting underwriters' commissions and offering expenses, the Company realized proceeds of \$128.0 million.

6. Stock Awards

The Company has adopted the Second Amended and Restated Medical Properties Trust, Inc. 2004 Equity Incentive Plan (the Equity Incentive Plan) which authorizes the issuance of options to purchase shares of common stock, restricted stock awards, restricted stock units, deferred stock units, stock appreciation rights, performance units and other stock-based awards, including profits interest in the

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Operating Partnership. The Equity Incentive Plan is administered by the Compensation Committee of the Board of Directors. At June 30, 2008, the Company has reserved 4,631,330 shares of common stock for awards under the Equity Incentive Plan.

In the six month period ended June 30, 2008, the Company awarded 401,762 shares of restricted stock to management and independent directors. The awards to management vest based on service over five years in equal annual amounts beginning in February 2009. The awards to directors vest based on service over three years in equal annual amounts beginning in February 2009.

7. Discontinued Operations

In the second quarter of 2008, the Company sold the real estate assets of three inpatient rehabilitation facilities to Vibra for proceeds of approximately \$105.0 million, including \$7.0 million in early lease termination fees and \$8.0 million of a loan pre-payment. The sale was completed on May 7, 2008, with the Company realizing a gain on the sale of approximately \$9.3 million. The Company also wrote off approximately \$9.5 million in related straight-line rent receivable upon completion of the sales. The three Vibra properties were classified as held for sale and were reflected in the accompanying Condensed Consolidated Balance Sheets at \$81.4 million at December 31, 2007.

As previously disclosed, in 2006, the Company terminated leases for a hospital and medical office building (“MOB”) complex and repossessed the real estate. In January 2007, the Company sold the hospital and MOB complex and recorded a gain on the sale of real estate of approximately \$4.1 million. During the period between termination of the lease and sale of the real estate, the Company substantially funded through loans the working capital requirements of the hospital’s operator pending the operator’s collection of patient receivables from Medicare and other sources. In July 2008, the Company received from Medicare the substantial remainder of amounts that it expects to collect and based thereon has written off in the second quarter approximately \$2.1 million (net of approximately \$1.2 million in tax benefits) of remaining uncollectible receivables from the operator.

The following table presents certain results of discontinued operations:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2008	2007	2008	2007
Revenues	\$ (871,061)	\$3,305,893	\$2,705,110	\$7,017,317
Depreciation and amortization	189,375	567,572	757,584	1,134,531
Net profit	5,241,995	718,932	8,021,463	7,611,475
Earnings per share — basic and diluted	\$ 0.08	\$ 0.01	\$ 0.13	\$ 0.16

8. Earnings Per Share

The following is a reconciliation of the weighted average shares used in net income per common share to the weighted average shares used in net income per common share — assuming dilution:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2008	2007	2008	2007
Weighted average number of shares issued and outstanding	64,927,404	48,983,790	58,949,931	45,899,407
Vested deferred stock units	63,764	56,351	63,764	49,471
Weighted average shares — basic	64,991,168	49,040,141	59,013,695	45,948,878
Common stock options and unvested restricted stock	182,492	253,187	150,443	206,827
Weighted average shares — diluted	65,173,660	49,293,328	59,164,138	46,155,705

9. Contingencies

In October 2006, two of our subsidiaries terminated their respective leases with Stealth, L.P. (“Stealth”), the operator of a hospital and medical office building complex that we owned in Houston, Texas. Pursuant to our subsidiaries’ rights under these leases, we took possession of the real estate and contracted with a third party to operate the facilities for an interim period. In January 2007, we completed the sale of these properties to Memorial Hermann Healthcare System (“Memorial Hermann”). Several limited partners of Stealth filed suit against the general partner of Stealth, our subsidiaries, the interim operator and several other parties in December 2006, in Harris County, Texas District Court, generally alleging that the defendants breached duties, interfered with the plaintiffs’ partnership rights and misappropriated assets of Stealth. Further amended petitions filed by the plaintiffs added Memorial Hermann as a defendant and, while dropping some of the original claims, alleged new claims that the MPT defendants’ conduct violated the antitrust laws and constituted tortious interference with Stealth’s business contracts and relationships.

In May 2007, Stealth itself filed a cross claim against our subsidiaries and the interim operator, later amended to include us, our operating partnership and Memorial Hermann, broadly alleging, among other things, fraud, negligent misrepresentation, breaches of contract and warranty, and that we operated all our subsidiaries as a single enterprise and/or conspired with our subsidiaries to commit the other tort claims asserted. Stealth recently consolidated all of its claims against us in a consolidated petition that added claims of breach of fiduciary duty and seeking actual and punitive money damages. Memorial Hermann has agreed to defend and indemnify us against one of Stealth’s breach of contract claims.

The plaintiffs and Stealth jointly seek more than \$120 million in actual damages and more than \$350 million in punitive damages. We believe that all of the claims asserted by Stealth and its limited partners are without merit and we intend to continue defending them vigorously.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of the consolidated financial condition and consolidated results of operations should be read together with the consolidated financial statements of Medical Properties Trust, Inc. and notes thereto contained in this Form 10-Q and the financial statements and notes thereto contained in our Annual Report on Form 10-K (as amended) for the year ended December 31, 2007.

Forward-Looking Statements.

This report on Form 10-Q contains certain “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results or future performance, achievements or transactions or events to be materially different from those expressed or implied by such forward-looking statements, including, but not limited to, the risks described in our Annual Report on Form 10-K (as amended) for the year ended December 31, 2007, filed with the Securities and Exchange Commission (SEC) under the Securities Exchange Act of 1934, as amended. Such factors include, among others, the following:

- National and local economic, business, real estate and other market conditions;
- The competitive environment in which the Company operates;
- The execution of the Company’s business plan;
- Financing risks;
- Acquisition and development risks;
- Potential environmental, contingencies, and other liabilities;
- Other factors affecting real estate industry generally or the healthcare real estate industry in particular;
- Our ability to attain and maintain our status as a REIT for federal and state income tax purposes;

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- Our ability to attract and retain qualified personnel; and,
- Federal and state healthcare regulatory requirements.

Overview

We were incorporated under Maryland law on August 27, 2003 primarily for the purpose of investing in and owning net-leased healthcare facilities across the United States. We have operated as a real estate investment trust (“REIT”) since April 6, 2004, and accordingly, elected REIT status upon the filing in September 2005 of our calendar year 2004 federal income tax return. We acquire and develop healthcare facilities and lease the facilities to healthcare operating companies under long-term net leases. We also make mortgage loans to healthcare operators secured by their real estate assets. In addition, we selectively make loans to certain of our operators through our taxable REIT subsidiary, the proceeds of which are used for acquisitions and working capital.

At June 30, 2008, our portfolio consisted of 46 properties: 43 facilities which we own are leased to 14 tenants and the remaining assets are in the form of first mortgage loans to two operators. Our owned facilities consisted of 18 general acute care hospitals, 13 long-term acute care hospitals, 6 inpatient rehabilitation hospitals, and 6 wellness centers. The non-owned facilities on which we have made mortgage loans consist of general acute care facilities. In the second quarter of 2008, the Company completed the acquisition of 18 properties from a single seller, and completed the acquisition of the remaining two facilities in July 2008. These 20 facilities represent an investment of approximately \$357.2 million. In May 2008, we also completed the sale of three rehabilitation facilities to Vibra and realized proceeds from the sale and related lease termination fees and loan pre-payment totaling \$105.0 million. In May 2008, the Company acquired a long-term acute care hospital in Detroit, Michigan at a cost of \$10.8 million from an unrelated party and entered into an operating lease with Vibra.

We have 26 employees as of August 1, 2008. We believe that any adjustments to the number of our employees will have only immaterial effects on our operations and general and administrative expenses. We believe that our relations with our employees are good. None of our employees are members of any union.

Key Factors that May Affect Our Operations

Our revenues are derived from rents we earn pursuant to the lease agreements with our tenants and from interest income from loans to our tenants and other facility owners. Our tenants operate in the healthcare industry, generally providing medical, surgical and rehabilitative care to patients. The capacity of our tenants to pay our rents and interest is dependent upon their ability to conduct their operations at profitable levels. We believe that the business environment of the industry segments in which our tenants operate is generally positive for efficient operators. However, our tenants’ operations are subject to economic, regulatory and market conditions that may affect their profitability. Accordingly, we monitor certain key factors, changes to which we believe may provide early indications of conditions that may affect the level of risk in our lease and loan portfolio.

Key factors that we consider in underwriting prospective tenants and borrowers and in monitoring the performance of existing tenants and borrowers include the following:

- the historical and prospective operating margins (measured by a tenant’s earnings before interest, taxes, depreciation, amortization and facility rent) of each tenant or borrower and at each facility;
- the ratio of our tenants’ and borrowers’ operating earnings both to facility rent and to facility rent plus other fixed costs, including debt costs;
- trends in the source of our tenants’ or borrowers’ revenue, including the relative mix of Medicare, Medicaid/MediCal, managed care, commercial insurance, and private pay patients; and
- the effect of evolving healthcare regulations on our tenants’ and borrowers’ profitability.

Certain business factors, in addition to those described above, that directly affect our tenants and borrowers, will likely materially influence our future results of operations. These factors include:

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- trends in the cost and availability of capital, including market interest rates, that our prospective tenants may use for their real estate assets instead of financing their real estate assets through lease structures;
- potential changes in healthcare regulations that may limit the opportunities for physicians to participate in the ownership of healthcare providers and healthcare real estate;
- reductions in reimbursements from Medicare, state healthcare programs, and commercial insurance providers that may reduce our tenants' profitability and our lease rates;
- competition from other financing sources; and
- the ability of our tenants and borrowers to access funds in the credit markets.

CRITICAL ACCOUNTING POLICIES

In order to prepare financial statements in conformity with accounting principles generally accepted in the United States, we must make estimates about certain types of transactions and account balances. We believe that our estimates of the amount and timing of lease revenues, credit losses, fair values and periodic depreciation of our real estate assets, stock compensation expense, and the effects of any derivative and hedging activities will have significant effects on our financial statements. Each of these items involves estimates that require us to make subjective judgments. We rely on our experience, collect historical data and current market data, and develop relevant assumptions to arrive at what we believe to be reasonable estimates. Under different conditions or assumptions, materially different amounts could be reported related to the accounting policies described below. In addition, application of these accounting policies involves the exercise of judgment on the use of assumptions as to future uncertainties and, as a result, actual results could materially differ from these estimates. Our accounting estimates include the following:

Revenue Recognition. Our revenues, which are comprised largely of rental income, include rents that each tenant pays in accordance with the terms of its respective lease reported on a straight-line basis over the initial term of the lease. Since some of our leases provide for rental increases at specified intervals, straight-line basis accounting requires us to record as an asset, and include in revenues, straight-line rent that we will only receive if the tenant makes all rent payments required through the expiration of the term of the lease.

Accordingly, our management determines, in its judgment, to what extent the straight-line rent receivable applicable to each specific tenant is collectible. We review each tenant's straight-line rent receivable on a quarterly basis and take into consideration the tenant's payment history, the financial condition of the tenant, business conditions in the industry in which the tenant operates, and economic conditions in the area in which the facility is located. If it becomes probable that we will not collect some or all of the straight-line rent that we have accrued, we record an increase in our allowance for uncollectible accounts or record a direct write-off of the specific rent receivable.

We make loans to our tenants and from time to time may make construction or mortgage loans to facility owners or other parties. We recognize interest income on loans as earned based upon the principal amount outstanding. These loans are generally secured by interests in real estate, receivables, the equity interests of a tenant, or corporate and individual guarantees and are usually cross-defaulted with their leases and/or other loans. We periodically evaluate loans to determine what amounts, if any, may not be collectible. Accordingly, a provision for losses on loans receivable is recorded when it becomes probable that the loan will not be collected in full. The provision is an amount which reduces the loan to its estimated net receivable value based on a determination of the eventual amounts to be collected either from the debtor or from the collateral, if any. At that time, we discontinue recording interest income on the loan to the tenant.

Investments in Real Estate. We record investments in real estate at cost, and we capitalize improvements and replacements when they extend the useful life or improve the efficiency of the asset. While our tenants are generally responsible for all operating costs at a facility, to the extent that we incur costs of repairs and maintenance, we expense those costs as incurred. We compute depreciation using the straight-line method generally over the estimated useful life of 40 years for buildings and improvements, three to seven years for equipment and fixtures, and the shorter of the useful life or the remaining lease term for tenant improvements and leasehold interests.

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When circumstances indicate a possible impairment of the value of our real estate investments, we review the recoverability of the facility's carrying value. The review of recoverability is based on our estimate of the future undiscounted cash flows, excluding interest charges, from the facility's use and eventual disposition and from other security. Our forecast of these cash flows considers factors such as expected future operating income, market and other applicable trends, and residual value, as well as the effects of leasing demand, competition and other factors. If impairment exists due to the inability to recover the carrying value of a facility, an impairment loss is recorded to the extent that the carrying value exceeds the estimated fair value of the facility.

Purchase Price Allocation. We record above-market and below-market in-place lease values, if any, for the facilities we own which are based on the present value (using an interest rate which reflects the risks associated with the leases acquired) of the difference between (i) the contractual amounts to be paid pursuant to the in-place leases and (ii) management's estimate of fair market lease rates for the corresponding in-place leases, measured over a period equal to the remaining non-cancelable term of the lease. We amortize any resulting capitalized above-market lease values as a reduction of rental income over the remaining non-cancelable terms of the respective leases. We amortize any resulting capitalized below-market lease values as an increase to rental income over the initial term and any fixed-rate renewal periods in the respective leases. Because our strategy to a large degree involves the origination of long term lease arrangements at market rates at the same time we acquire the property, we do not expect the above-market and below-market in-place lease values to be significant for many of our anticipated transactions.

We measure the aggregate value of other intangible assets to be acquired based on the difference between (i) the property valued with existing leases adjusted to market rental rates and (ii) the property valued as if vacant. Management's estimates of value are made using methods similar to those used by independent appraisers (e.g., discounted cash flow analysis). Factors considered by management in its analysis include an estimate of carrying costs during hypothetical expected lease-up periods considering current market conditions, and costs to execute similar leases. We also consider information obtained about each targeted facility as a result of our pre-acquisition due diligence, marketing, and leasing activities in estimating the fair value of the tangible and intangible assets acquired. In estimating carrying costs, management also includes real estate taxes, insurance and other operating expenses and estimates of lost rentals at market rates during the expected lease-up periods, which we expect to range primarily from three to 18 months, depending on specific local market conditions. Management also estimates costs to execute similar leases including leasing commissions, legal costs, and other related expenses to the extent that such costs are not already incurred in connection with a new lease origination as part of the transaction.

The total amount of other intangible assets to be acquired, if any, is further allocated to in-place lease values and customer relationship intangible values based on management's evaluation of the specific characteristics of each prospective tenant's lease and our overall relationship with that tenant. Characteristics to be considered by management in allocating these values include the nature and extent of our existing business relationships with the tenant, growth prospects for developing new business with the tenant, the tenant's credit quality, and expectations of lease renewals, including those existing under the terms of the lease agreement, among other factors.

We amortize the value of in-place leases to expense over the initial term of the respective leases, which range primarily from 10 to 15 years. The value of customer relationship intangibles is amortized to expense over the initial term and any renewal periods in the respective leases, but in no event will the amortization period for intangible assets exceed the remaining depreciable life of the building. Should a tenant terminate its lease, the unamortized portion of the in-place lease value and customer relationship intangibles would be charged to expense.

Loans and Losses from Rent Receivables and Loans. We record provisions for losses on rent receivables and loans when it becomes probable that the receivable or loan will not be collected in full. The provision is an amount which reduces the rent or loan to its estimated net realizable value based on a determination of the eventual amounts to be collected either from the debtor or from the collateral, if any. The determination of when to record a provision for loss on loans and rent requires us to estimate amounts to be recovered from collateral, the ability of the tenant and borrower to repay, and the ability of the tenant and borrower to improve its operations.

Accounting for Derivative Financial Investments and Hedging Activities. We account for our derivative and hedging activities, if any, using SFAS No. 133, *Accounting for Derivative Instruments and Hedging Activities*, as amended by SFAS No. 137 and SFAS No. 149, which requires all derivative instruments to be carried at fair value on the balance sheet.

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Derivative instruments designated in a hedge relationship to mitigate exposure to variability in expected future cash flows, or other types of forecasted transactions, are considered cash flow hedges. We formally document all relationships between hedging instruments and hedged items, as well as our risk-management objective and strategy for undertaking each hedge transaction. We review quarterly the effectiveness of each hedging transaction, which involves estimating future cash flows. Cash flow hedges, if any, will be accounted for by recording the fair value of the derivative instrument on the balance sheet as either an asset or liability, with a corresponding amount recorded in other comprehensive income within stockholders' equity. Amounts are reclassified from other comprehensive income to the income statement in the period or periods the hedged forecasted transaction affects earnings. Derivative instruments designated in a hedge relationship to mitigate exposure to changes in the fair value of an asset, liability, or firm commitment attributable to a particular risk, which affect the Company primarily in the form of interest rate risk or variability of interest rates, are considered fair value hedges under SFAS No. 133. We are not currently a party to any derivatives contracts designated as cash flow hedges.

In 2006, we entered into derivative contracts as part of our offering of Exchangeable Senior Notes (the "exchangeable notes"). The contracts are generally termed "capped call" or "call spread" contracts. These contracts are financial instruments which are separate from the exchangeable notes themselves, but affect the overall potential number of shares which will be issued by us to satisfy the conversion feature in the exchangeable notes. The exchangeable notes can be exchanged into shares of our common stock when our stock price exceeds \$16.50 per share, which is the equivalent of 60.6080 shares per \$1,000 note. The number of shares actually issued upon conversion will be equivalent to the amount by which our stock price exceeds \$16.50 times the 60.4583 conversion rate. The "capped call" transaction allows us to effectively increase that exchange price from \$16.50 to \$18.94. Therefore, our shareholders will not experience dilution of their shares from any settlement or conversion of the exchangeable notes until the price of our stock exceeds \$18.94 per share rather than \$16.50 per share. When evaluating this transaction, we have followed the guidance in Emerging Issues Task Force (EITF) No. 00-19 *Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock*. EITF No. 00-19 requires that contracts such as this "capped call" which meet certain conditions must be accounted for as permanent adjustments to equity rather than periodically adjusted to their fair value as assets or liabilities. We have evaluated the terms of these contracts and recorded this "capped call" as a permanent adjustment to stockholders' equity in 2006.

The exchangeable notes which we sold in 2006 and 2008 also contain the conversion feature described above. SFAS No. 133 also states that certain "embedded" derivative contracts must follow the guidance of EITF No. 00-19 and be evaluated as though they also were a "freestanding" derivative contract. Embedded derivative contracts such as the conversion feature in the notes should not be treated as a financial instrument separate from the note if it meets certain conditions in EITF No. 00-19. We have evaluated the conversion feature in the exchangeable notes and have determined that it should not be reported separately from the debt. However, the FASB has issued a new pronouncement which would require us to allocate some of the proceeds from the conversion feature to equity. While this new pronouncement would not require accounting for the embedded conversion feature as a derivative contract, it would require us to restate previously issued financial statements in future filings. The restatement would result in an increase to stockholders' equity, a decrease to debt, and a decrease to net income. We are currently evaluating this pronouncement to determine the amounts of any changes to our financial statements.

Variable Interest Entities. In January 2003, the FASB issued Interpretation No. 46 (FIN 46), *Consolidation of Variable Interest Entities*. In December 2003, the FASB issued a revision to FIN 46, which is termed FIN 46(R). FIN 46(R) clarifies the application of Accounting Research Bulletin No. 51, *Consolidated Financial Statements*, and provides guidance on the identification of entities for which control is achieved through means other than voting rights, guidance on how to determine which business enterprise should consolidate such an entity, and guidance on when it should do so. This model for consolidation applies to an entity in which either (1) the equity investors (if any) do not have a controlling financial interest or (2) the equity investment at risk is insufficient to finance that entity's activities without receiving additional subordinated financial support from other parties. An entity meeting either of these two criteria is a variable interest entity, or VIE. A VIE must be consolidated by any entity which is the primary beneficiary of the VIE. If an entity is not the primary beneficiary of the VIE, the VIE is not consolidated. We periodically evaluate the terms of our relationships with our tenants and borrowers to determine whether we are the primary beneficiary and would therefore be required to consolidate any tenants or borrowers that are VIEs.

Stock-Based Compensation. Prior to 2006, we used the intrinsic value method to account for the issuance of stock options under our equity incentive plan in accordance with APB Opinion No. 25, *Accounting for Stock Issued to Employees*. SFAS No. 123(R) became effective for our annual and interim periods beginning January 1, 2006, but had no material effect on the results of our operations. During the three month period ended June 30, 2008, we recorded approximately \$1.8 million of expense for share-based compensation related to grants of restricted common stock, deferred stock units and other stock-based awards. In 2006, we also granted

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performance-based restricted share awards. Because these awards will vest based on the Company's performance, we must evaluate and estimate the probability of achieving those performance targets. Any changes in these estimates and probabilities must be recorded in the period when they are changed. In 2007, the Compensation Committee made awards which are earned only if the Company achieves certain stock price levels, total shareholder return or other market conditions. Beginning in 2007, we began recording expense over the expected or derived vesting periods using the calculated value of the awards. We must record expense over these vesting periods even though the awards have not yet been earned and, in fact, may never be earned. In some cases, if the award is not earned, we will be required to reverse expenses recognized in earlier periods. As a result, future stock-based compensation expense may fluctuate based on the potential reversal of previously recorded expense.

LIQUIDITY AND CAPITAL RESOURCES

In the first quarter of 2008, we sold 12.65 million shares of common stock and \$75 million face amount of exchangeable notes, realizing net proceeds of approximately \$128.0 million and \$72.8 million, respectively. In addition, we sold \$7.0 million face amount of exchangeable notes in April 2008, realizing net proceeds of approximately \$6.8 million. In June 2008, we signed a term loan agreement for \$30.0 million. This term loan may be increased to \$75.0 million, subject to market conditions. In order to facilitate our \$357.2 million purchase of healthcare facilities from a single seller, a syndicate of bank lenders committed up to \$300.0 million in the form of a short-term bridge loan facility. To avoid the bridge loan's higher interest costs, short-term refinancing risks in an extremely volatile and constrained credit market, and restrictive financial and other covenants, we entered into the \$30.0 million term loan facility. As a result, we wrote-off approximately \$3.2 million in costs associated with the bridge facility in the second quarter. In June 2008, the Company entered into a \$60 million financing arrangement with affiliates of Prime related to three southern California hospital campuses operated by Prime funded partially by the term loan and revolving credit facility.

As of June 30, 2008, we had approximately \$3.7 million in cash and cash equivalents and approximately \$65 million available for borrowing under our credit facilities. Subsequent to June 30, 2008, we used \$28 million and \$10 million of our borrowing capacity to fund acquisitions and pay dividends, respectively.

Short-term Liquidity Requirements: We believe that the liquidity available to us mentioned above is sufficient to provide the resources necessary for operations, distributions in compliance with REIT requirements and a limited amount of acquisitions in the near term. In the event that we elect to make more than a limited amount of acquisitions in the near term, we will need to access additional capital. Based on current conditions in the capital markets, we believe that while such capital may be available, there is no assurance that we could obtain acquisition capital at prices that we consider acceptable.

Long-term Liquidity Requirements: We believe that cash flow from operating activities subsequent to 2008 will be sufficient to provide adequate working capital and make required distributions to our stockholders in compliance with our requirements as a REIT. In order to continue acquisition and development of healthcare facilities after 2008, we will require access to more permanent external capital, possibly including equity capital. If equity capital is not available at a price that we consider appropriate, we may increase our debt, selectively dispose of assets, utilize other forms of capital, if available, or reduce our acquisition activity.

Results of Operations

Three months Ended June 30, 2008 Compared to June 30, 2007

Net income for the three months ended June 30, 2008 was \$13,840,660 compared to \$11,511,582 for the three months ended June 30, 2007, a 20.2% increase. Since April 1, 2007, we have invested approximately \$555.7 million in new income-earning healthcare real estate assets, and disposed of approximately \$129.2 million in such assets. The effects on revenue of these investing activities are summarized in the table below.

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A comparison of revenues for the three month period ended June 30, 2008 and 2007, is as follows, as adjusted in 2007 for discontinued operations:

	2008	% of Total	2007	% of Total	Year over Year Change
Base rents	\$21,317,775	68.6%	\$ 8,460,426	39.8%	152.0%
Straight-line rents	2,279,995	7.3%	2,974,429	14.0%	(23.3%)
Percentage rents	(44,156)	(0.1%)	51,947	0.2%	(185%)
Fee income	967,285	3.1%	2,597,004	12.2%	(62.8%)
Interest from loans	6,577,251	21.1%	7,201,592	33.8%	(8.9%)
Total revenue	<u>\$31,098,150</u>	<u>100.0%</u>	<u>\$21,285,398</u>	<u>100.0%</u>	46.1%

At June 30, 2008, we owned 43 rent producing properties compared to 22 at June 30, 2007, which accounted for the increase in rent revenues. Vibra accounted for 15.9% and 17.7% of total revenues during the three months ended June 30, 2008 and 2007, respectively, and affiliates of Prime accounted for 28.0% and 28.2% of total revenue, respectively.

Depreciation and amortization during the second quarter of 2008 was \$5,338,292, compared to \$2,223,502 during the second quarter of 2007, a 140.1% increase. All of this increase is related to the addition of rent producing properties from April 1, 2007 to June 30, 2008.

General and administrative expenses in the second quarter of 2008 increased compared to the same period in 2007 by \$1,785,200, or 59.8%, from \$2,987,114 to \$4,772,314. The increase in general and administrative expenses is attributed to an increase in stock compensation expense of \$1,004,274 (from \$791,406 for the three months ended June 2007 to \$1,795,680 for the current three month period). In addition, we have experienced a slight increase in salaries and wages expense due to an increase in the number of employees in 2008 and higher travel expenses as a result of the expansion of our portfolio.

Interest expense for the quarters ended June 30, 2008 and 2007 totaled \$12.4 million and \$5.4 million, respectively. The increase in interest expense was the result of higher debt balances from the acquisition of \$342.6 million in real estate in 2008 along with the \$3.2 million charge for the write-off of costs associated with the short-term bridge facility that was terminated in June 2008.

In addition to the items noted above, net income for the quarter ended June 30, 2008 included gains on sales of real estate of approximately \$9.3 million compared to \$0 in the year earlier quarter, a write off of straight-line rent of \$9.5 million compared to \$0, and early lease and loan termination fee income of \$7.0 million compared to \$2.3 million. We also recorded a \$2.1 million charge (net of approximately \$1.2 million in tax benefits) for the write-off of uncollectible receivables associated with operations that were discontinued in 2006; no such charges were included in the 2007 periods.

Six Months Ended June 30, 2008 Compared to June 30, 2007

Net income for the six months ended June 30, 2008, was \$25,074,442 compared to net income of \$21,715,534 for the six months ended June 30, 2007, a 15.5% increase.

A comparison of revenues for the six month periods ended June 30, 2008 and 2007, is as follows, as adjusted in 2007 for discontinued operations:

	2008	% of Total	2007	% of Total	Year over Year Change
Base rents	\$36,236,314	66.6%	\$ 17,346,111	48.2%	108.9%
Straight-line rents	3,939,779	7.2%	3,327,106	9.2%	18.4%
Percentage rents	80,712	0.1%	126,114	0.3%	(36.0%)
Fee income	1,093,041	2.0%	2,666,103	7.4%	(59.0%)
Interest from loans	13,161,536	24.1%	12,553,416	34.9%	4.8%
Total revenue	<u>\$54,511,382</u>	<u>100.0%</u>	<u>\$36,018,850</u>	<u>100.0%</u>	51.3%

At June 30 2008, we owned 43 rent producing properties compared to 22 at June 30, 2007, which accounted for the increase in rent revenue. Fee income in the six months ended June 30, 2008 compared to the same period in 2007 decreased due to a fee of approximately \$2.3 million received from the prepayment of one of our mortgage loans in June 2007. Interest income from loans in the six months ended June 30, 2008 compared to the same period in 2007 was relatively flat. Vibra accounted for 15.6% and 18.4% of our gross revenues during the six months ended June 30, 2008 and 2007, respectively, and affiliates of Prime accounted for 32.1% and 31.1% of total revenue, respectively.

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Depreciation and amortization during the first half of 2008, was \$8,865,887, compared to \$4,196,407 during the same period of 2007, a 111.3% increase. All of this increase is related to an increase in the number of rent producing properties from 2007 to 2008.

General and administrative expenses in the first two quarters of 2008 and 2007 totaled \$9,186,449, and \$7,601,233, respectively, an increase of 20.9%. The increase of general and administrative expenses is related to higher stock compensation expense of \$2,082,000 from our equity incentive plan.

Interest expense for the six months ended June 30, 2008, totaled \$19,523,555. Interest expense was higher than the prior year due to larger debt balances in 2008 compared to 2007 and from \$342.6 million in acquisitions of real estate property along with the \$3.2 million non-cash charge for the write-off of costs associated with the short-term bridge facility that was terminated in June 2008. Capitalized interest for the six months ended June 30, 2008 and 2007, totaled \$0 and \$1,335,413, respectively. Capitalized interest decreased due to our final development under construction being placed into service in April 2007.

In addition to the items noted above, net income for the six months ended June 30, 2008 included gains on sales of real estate of approximately \$9.3 million compared to \$4.1 million in the year earlier, write off of straight-line rent of \$9.5 million compared to \$1.6 million, and early lease and loan termination fee income of \$7.0 million compared to \$2.3 million. We also recorded a \$2.1 million charge (net of approximately \$1.2 million in tax benefits) for the write off of uncollectible receivables associated with operations that were discontinued in 2006; no such charges were included in the 2007 periods.

Discontinued Operations

In the second quarter of 2008, the Company sold the real estate assets of three inpatient rehabilitation facilities to Vibra for proceeds of approximately \$105.0 million, including \$7.0 million in early lease termination fees and \$8.0 million of a loan pre-payment. The sale was completed on May 7, 2008, with the Company realizing a gain on the sale of approximately \$9.3 million. The Company also wrote off approximately \$9.5 million in related straight-line rent receivable upon completion of the sales. The three Vibra properties were classified as held for sale and were reflected in the accompanying Condensed Consolidated Balance Sheets at \$81.4 million at December 31, 2007.

As previously disclosed, in 2006, the Company terminated leases for a hospital and medical office building (“MOB”) complex and repossessed the real estate. In January 2007, the Company sold the hospital and MOB complex and recorded a gain on the sale of real estate of approximately \$4.1 million. During the period between termination of the lease and sale of the real estate, the Company substantially funded through loans the working capital requirements of the hospital’s operator pending the operator’s collection of patient receivables from Medicare and other sources. In July 2008, the Company received from Medicare the substantial remainder of amounts that it expects to collect and based thereon has recorded a charge of approximately \$2.1 million (net of approximately \$1.2 million in tax benefits) of remaining uncollectible receivables from the operator.

Reconciliation of Non-GAAP Financial Measures

Investors and analysts following the real estate industry utilize funds from operations, or FFO, as a supplemental performance measure. While we believe net income available to common stockholders, as defined by generally accepted accounting principles (GAAP), is the most appropriate measure, our management considers FFO an appropriate supplemental measure given its wide use by and relevance to investors and analysts. FFO, reflecting the assumption that real estate asset values rise or fall with market conditions, principally adjusts for the effects of GAAP depreciation and amortization of real estate assets, which assume that the value of real estate diminishes predictably over time.

As defined by the National Association of Real Estate Investment Trusts, or NAREIT, FFO represents net income (loss) (computed in accordance with GAAP), excluding gains (losses) on sales of real estate, plus real estate related depreciation and amortization and after adjustments for unconsolidated partnerships and joint ventures. We compute FFO in accordance with the NAREIT definition. FFO should not be viewed as a substitute measure of the Company’s operating performance since it does not reflect either depreciation and amortization costs or the level of capital expenditures and leasing costs necessary to maintain the operating performance of our properties, which are significant economic costs that could materially impact our results of operations.

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The following table presents a reconciliation of FFO to net income:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2008	2007	2008	2007
Net income	\$ 13,840,660	\$ 11,511,582	\$ 25,074,442	\$ 21,715,534
Depreciation and amortization				
Continuing operations	5,338,292	2,223,502	8,865,887	4,196,407
Discontinued operations	189,375	567,572	757,584	1,134,531
Gain on sale of real estate	(9,327,935)	—	(9,327,935)	(4,061,626)
Funds from operations — FFO	<u>\$10,040,392</u>	<u>\$14,302,656</u>	<u>\$25,369,978</u>	<u>\$22,984,846</u>

Per diluted share amounts:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2008	2007	2008	2007
Net income	\$ 0.21	\$ 0.23	\$ 0.42	\$ 0.47
Depreciation and amortization				
Continuing operations	0.08	0.05	0.15	0.09
Discontinued operations	—	0.01	0.02	0.03
Gain on sale of real estate	(0.14)	—	(0.16)	(0.09)
Funds from operations — FFO	<u>\$ 0.15</u>	<u>\$ 0.29</u>	<u>\$ 0.43</u>	<u>\$ 0.50</u>

Distribution Policy

We have elected to be taxed as a REIT commencing with our taxable year that began on April 6, 2004 and ended on December 31, 2004. To qualify as a REIT, we must meet a number of organizational and operational requirements, including a requirement that we distribute at least 90% of our REIT taxable income, excluding net capital gain, to our stockholders.

The table below is a summary of our distributions paid or declared during the two year period ended June 30, 2008:

Declaration Date	Record Date	Date of Distribution	Distribution per Share
May 22, 2008	June 13, 2008	July 11, 2008	\$.27
February 28, 2008	March 13, 2008	April 11, 2008	\$.27
November 16, 2007	December 13, 2007	January 11, 2008	\$.27
August 16, 2007	September 14, 2007	October 19, 2007	\$.27
May 17, 2007	June 14, 2007	July 12, 2007	\$.27
February 15, 2007	March 29, 2007	April 12, 2007	\$.27
November 16, 2006	December 14, 2006	January 11, 2007	\$.27
August 18, 2006	September 14, 2006	October 12, 2006	\$.26
May 18, 2006	June 15, 2006	July 13, 2006	\$.25

We intend to pay to our stockholders, within the time periods prescribed by the Internal Revenue Code (“Code”), all or substantially all of our annual taxable income, including taxable gains from the sale of real estate and recognized gains on the sale of securities. It is our policy to make sufficient cash distributions to stockholders in order for us to maintain our status as a REIT under the Code and to avoid corporate income and excise tax on undistributed income.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Market risk includes risks that arise from changes in interest rates, foreign currency exchange rates, commodity prices, equity prices and other market changes that affect market sensitive instruments. In pursuing our business plan, we expect that the primary market risk to which we will be exposed is interest rate risk. In addition to changes in interest rates, the value of our facilities will be subject to fluctuations based on changes in local and regional economic conditions and changes in the ability of our tenants to generate profits, all of which may affect our ability to refinance our debt if necessary.

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If market rates of interest on our variable rate debt increase by 1%, the increase in annual interest expense on our variable rate debt would decrease future earnings and cash flows by approximately \$2,265,000 per year. If market rates of interest on our variable rate debt decrease by 1%, the decrease in interest expense on our variable rate debt would increase future earnings and cash flows by approximately \$2,265,000 per year. This assumes that the amount outstanding under our variable rate debt remains approximately \$226.5 million, the balance at June 30, 2008.

We currently have no assets denominated in a foreign currency, nor do we have any assets located outside of the United States. We also have no current exposure to derivative financial instruments.

Our 2006 exchangeable notes were initially exchangeable into 60.3346 shares of our stock for each \$1,000 note. This equates to a conversion price of \$16.57 per share. This conversion price adjusts based on a formula which considers increases to our dividend subsequent to the issuance of the notes in November 2006. Our dividends declared since we sold the exchangeable notes have adjusted our conversion price as of June 30, 2008, to \$16.49 per share which equates to 60.6533 shares per \$1,000 note. Future changes to the conversion price will depend on our level of dividends which cannot be predicted at this time. Any adjustments for dividend increases until the notes are settled in 2011 will affect the price of the notes and the number of shares for which they will eventually be settled.

Our 2008 exchangeable notes have a similar conversion adjustment feature which could effect its stated exchange ratio of 80.8898 common shares per \$1,000 principal amount of notes, equating to an exchange price of approximately \$12.36 per common share. Our dividend declared since we sold the 2008 exchangeable notes have not adjusted our conversion price as of June 30, 2008. Future changes to the conversion price will depend on our level of dividends which cannot be predicted at this time. Any adjustments for dividend increases until the 2008 exchangeable notes are settled in 2013 will affect the price of the notes and the number of shares for which they will eventually be settled.

At the time we issued the 2006 exchangeable notes, we also entered into a capped call or call spread transaction. The effect of this transaction was to increase the conversion price from \$16.57 to \$18.94. As a result, our shareholders will not experience any dilution until our share price exceeds \$18.94. If our share price exceeds that price, the result would be that we would issue additional shares of common stock upon exchange.

Item 4. Controls and Procedures.

We have adopted and maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As required by Rule 13a-15(b), under the Securities Exchange Act of 1934, as amended, we have carried out an evaluation, under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the quarter covered by this report. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective in timely alerting them to material information required to be disclosed by the Company in the reports that the Company files with the SEC.

There has been no change in our internal control over financial reporting during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings.

In October 2006, two of our subsidiaries terminated their respective leases with Stealth, L.P. ("Stealth"), the operator of a hospital and medical office building complex that we owned in Houston, Texas. Pursuant to our subsidiaries' rights under these leases, we took

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possession of the real estate and contracted with a third party to operate the facilities for an interim period. In January 2007, we completed the sale of these properties to Memorial Hermann Healthcare System ("Memorial Hermann"). Several limited partners of Stealth filed suit against the general partner of Stealth, our subsidiaries, the interim operator and several other parties in December 2006, in Harris County, Texas District Court, generally alleging that the defendants breached duties, interfered with the plaintiffs' partnership rights and misappropriated assets of Stealth. Further amended petitions filed by the plaintiffs added Memorial Hermann as a defendant and, while dropping some of the original claims, alleged new claims that the MPT defendants' conduct violated the antitrust laws and constituted tortious interference with Stealth's business contracts and relationships.

In May 2007, Stealth itself filed a cross claim against our subsidiaries and the interim operator, later amended to include us, our operating partnership and Memorial Hermann, broadly alleging, among other things, fraud, negligent misrepresentation, breaches of contract and warranty, and that we operated all our subsidiaries as a single enterprise and/or conspired with our subsidiaries to commit the other tort claims asserted. Stealth recently consolidated all of its claims against us in a consolidated petition that added claims of breach of fiduciary duty and seeking actual and punitive money damages. Memorial Hermann has agreed to defend and indemnify us against one of Stealth's breach of contract claims.

The plaintiffs and Stealth jointly seek more than \$120 million in actual damages and more than \$350 million in punitive damages. We believe that all of the claims asserted by Stealth and its limited partners are without merit and we intend to continue defending them vigorously.

Item 1A. Risk Factors.

Other than set forth below, there have been no material changes to the Risk Factors as presented in our Annual Report on Form 10-K (as amended) for the year ended December 31, 2007 as filed with the Commission on March 14, 2008.

RISKS RELATED TO OUR BUSINESS AND GROWTH STRATEGY

We incurred additional debt in order to consummate our recent acquisition of a healthcare property portfolio which will expose us to increased risk of property losses and may have adverse consequences on our business operations and our ability to make distributions to stockholders.

We incurred additional debt in order to consummate our recent acquisition of a healthcare property portfolio, including \$82.0 million in aggregate principal amount of our Operating Partnership's exchangeable senior notes due 2013 and we borrowed under our credit facilities in order to fund a portion of the purchase price of the acquisition. As of June 30, 2008, we had total outstanding indebtedness of approximately \$567.4 million and \$65 million available to us for borrowing under our existing revolving credit facilities.

Our substantial indebtedness could have significant effects on our business. For example, it could:

- require us to use a substantial portion of our cash flow from operations to service our indebtedness, which would reduce the available cash flow to fund working capital, capital expenditures, development projects and other general corporate purposes and reduce cash for distributions;
- require payments of principal and interest that may be greater than our cash flow from operations;
- force us to dispose of one or more of our properties, possibly on disadvantageous terms, to make payments on our debt;
- increase our vulnerability to general adverse economic and industry conditions; limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- restrict us from making strategic acquisitions or exploiting other business opportunities;
- make it more difficult for us to satisfy our obligations;
- place us at a competitive disadvantage compared to our competitors that have less debt; and

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- limit our ability to borrow additional funds or dispose of assets.

In addition, our borrowings under our loan facilities may bear interest at variable rates in addition to the approximately \$226.5 million in variable interest rate debt that we had outstanding as of June 30, 2008. If interest rates were to increase significantly, our ability to borrow additional funds may be reduced and the risk related to our substantial indebtedness would intensify.

We may not be able to refinance or extend our existing debt as our access to capital is affected by prevailing conditions in the financial and capital markets and other factors, many of which are beyond our control. If we cannot repay, refinance or extend our debt at maturity, in addition to our failure to repay our debt, we may be unable to make distributions to our stockholders at expected levels or at all.

In addition, if we are unable to restructure or refinance our obligations, we may default under our obligations. This could trigger cross-default and cross-acceleration rights under then-existing agreements. If we default on our debt obligations, the lenders may foreclose on our properties that secure those loans and any other loan that has cross-default provisions.

Even if we are able to refinance or extend our existing debt, the terms of any refinancing or extension may not be as favorable as the terms of our existing debt. If the refinancing involves a higher interest rate, it could adversely affect our cash flow and ability to make distributions to stockholders.

We may be subject to additional risks arising from our acquisitions of healthcare property.

In addition to the risks described in our Annual Report on Form 10-K (as amended) for the year ended December 31, 2007 relating to healthcare facilities that we may purchase from time to time, we are subject to additional risks in connection with our recent acquisition of a healthcare property portfolio, including without limitation the following:

- we have no previous business experience with the tenants at the facilities acquired, and we may face difficulties in the integration of them;
- underperformance of the acquired facilities due to various factors, including unfavorable terms and conditions of the existing lease agreements relating to the facilities, disruptions caused by the integration of tenants with us or changes in economic conditions;
- diversion of our management's attention away from other business concerns;
- exposure to any undisclosed or unknown potential liabilities relating to the newly acquired facilities; and
- potential underinsured losses on the newly acquired facilities.

We cannot assure you that we will be able to integrate new portfolio of properties without encountering difficulties or that any such difficulties will not have a material adverse effect on us.

In addition, some of the properties may be acquired through our acquisition of all of the ownership interests of the entity that owns such property. Such an acquisition at the entity level rather than the asset level may expose us to any additional risks and liabilities associated with the acquired entity.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

(a) On April 2, 2008, our Operating Partnership issued and sold, in a private offering, an additional \$7.0 million of its 9.25% Exchangeable Senior Notes due 2013 (the "notes") pursuant to the exercise of an over-allotment option granted to initial purchasers of its \$75.0 million notes in March 2008. The notes may be exchanged for shares of our common stock in certain circumstances. The information with respect to the notes and the exchange thereof for shares of our common stock has been previously included in our Current Report on Form 8-K filed with the Commission on March 27, 2008.

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(b) Not applicable.

(c) Not applicable.

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Submission of Matters to a Vote of Security Holders.

Our annual meeting of stockholders was held on May 22, 2008.

Proxies for the annual meeting were solicited pursuant to Regulation 14A under the Exchange Act. There were no solicitations in opposition to management's nominees for the board of directors or other proposals listed in our proxy statement. All nominees listed in the proxy statement were elected and all proposals listed in the proxy statement were approved.

The election of eight directors for the ensuing year was voted upon at the annual meeting. The number of votes cast for and withheld for each nominee for director is set forth below:

<u>Nominee:</u>	<u>For:</u>	<u>Withheld:</u>
Edward K. Aldag, Jr.	55,699,490	2,497,901
Virginia A. Clarke	52,973,574	5,223,817
G. Steven Dawson	55,497,073	2,700,318
R. Steven Hamner	55,245,186	2,952,205
Robert E. Holmes, Ph.D.	51,313,984	6,883,407
Sherry A. Kellett	57,586,023	611,368
William G. McKenzie	55,477,811	2,719,580
L. Glenn Orr, Jr.	51,314,193	6,883,198

A proposal to ratify the appointment of KPMG LLP as independent registered public accounting firm for the fiscal year ending December 31, 2008 was voted upon at the Annual Meeting. The number of votes that were cast for and against this proposal and the number of abstentions and broker non-votes are set forth below:

<u>For:</u>	<u>Against:</u>	<u>Abstentions and Broker Non-Votes:</u>
56,091,317	284,301	1,821,775

Item 5. Other Information.

Not applicable.

Item 6. Exhibits.

The following exhibits are filed as a part of this report:

<u>Exhibit Number</u>	<u>Description</u>
10.1	Second Amendment to Revolving Credit and Term Loan Agreement dated June 26, 2008

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Exhibit Number	Description
10.2	Second Amendment to Purchase and Sale Agreement among MPT Operating Partnership, L.P., HCP, Inc., FAEC Holdings (BC), LLC, HCPI Trust, HCP DAS Petersburg VA, LP, and Texas HCP Holding, L.P., dated April 1, 2008
10.3	Third Amendment to Purchase and Sale Agreement among MPT Operating Partnership, L.P., HCP, Inc., FAEC Holdings (BC), LLC, HCPI Trust, HCP DAS Petersburg VA, LP, and Texas HCP Holding, L.P., dated April 17, 2008
10.4	Fourth Amendment to Purchase and Sale Agreement among MPT Operating Partnership, L.P., HCP, Inc., FAEC Holdings (BC), LLC, HCPI Trust, HCP DAS Petersburg VA, LP, and Texas HCP Holding, L.P., dated May 14, 2008
10.5	Fifth Amendment to Purchase and Sale Agreement among MPT Operating Partnership, L.P., HCP, Inc., FAEC Holdings (BC), LLC, HCPI Trust, HCP DAS Petersburg VA, LP, and Texas HCP Holding, L.P., dated June 18, 2008
10.6	Sixth Amendment to Purchase and Sale Agreement among MPT Operating Partnership, L.P., HCP, Inc., FAEC Holdings (BC), LLC, HCPI Trust, HCP DAS Petersburg VA, LP, and Texas HCP Holding, L.P., dated June 30, 2008
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934
32	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
99.1	Consolidated Financial Statements of Prime Healthcare Services, Inc. as of March 31, 2008. Since affiliates of Prime Healthcare Services, Inc. lease more than 20% of our total assets under triple net leases, the financial status of Prime may be considered relevant to investors. Prime's most recently available financial statements (unaudited, as of and for the period ended March 31, 2008) are attached as Exhibit 99.1 to this Quarterly Report on Form 10-Q. We have not participated in the preparation of Prime's financial statements nor do we have the right to dictate the form of any financial statements provided to us by Prime.

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.

MEDICAL PROPERTIES TRUST, INC.

By: /s/ R. Steven Hamner

R. Steven Hamner

Executive Vice President and Chief Financial Officer

(On behalf of the Registrant and as the Registrant's

Principal Financial and Accounting Officer)

Date: August 8, 2008

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INDEX TO EXHIBITS

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99.1	Consolidated Financial Statements of Prime Healthcare Services, Inc. as of March 31, 2008

SECOND AMENDMENT TO REVOLVING CREDIT AND TERM LOAN AGREEMENT

This **SECOND AMENDMENT TO REVOLVING CREDIT AND TERM LOAN AGREEMENT**, dated as of June 26, 2008 (this "**Amendment**"), is by and among MEDICAL PROPERTIES TRUST, INC., a Maryland corporation ("**Holdings**"), MPT OPERATING PARTNERSHIP, L.P., a Delaware limited partnership (the "**Borrower**"), the financial institutions listed on the signature pages hereof (the "**Lenders**") and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders (the "**Administrative Agent**"). Reference is made to that certain Revolving Credit and Term Loan Agreement, dated as of November 30, 2007, as amended by the First Amendment to Revolving Credit and Term Loan Agreement (the "**First Amendment**") dated as of March 13, 2008 (as so amended, the "**Credit Agreement**"), by and among Holdings, the Borrower, the Lenders referenced therein and the Administrative Agent. Capitalized terms used herein without definition shall have the same meanings as set forth in the Credit Agreement, as amended hereby.

RECITALS

WHEREAS, the Borrower and the Lenders desire to amend the Credit Agreement to:

- (i) change the terms of the bridge loan facility previously consented to by the Lenders; and
- (ii) make certain other modifications as set forth below.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION 1. AMENDMENTS TO CREDIT AGREEMENT**1.1 Amendments to Section 1.1: Defined Terms.**

Subsection 1.1 of the Credit Agreement is hereby further amended by deleting the definition of the term set forth in quotation marks below and substituting therefor the following definition:

"2008 Exchangeable Senior Note Indenture": the Indenture entered into by the Borrower and Holdings in connection with the issuance of the 2008 Exchangeable Senior Notes in the principal amount of up to \$82.0 million, the terms of which shall be as set forth on Exhibit B to the First Amendment and shall otherwise be substantially the same as the Senior Exchangeable Note Indenture, in each case with such changes as would be permitted for an amendment to the 2008 Senior Exchangeable Note Indenture pursuant to Section 7.9 hereof, together with all instruments and other agreements entered into by Borrower or Holdings in connection therewith.

“Bridge Loan Credit Agreement”: a Term Loan Agreement, if entered into, providing for a term loan facility of up to \$75.0 million, the proceeds of which are used to fund, in part, the Acquisition (including to repay Loans made under this Agreement to fund the Acquisition) and to pay fees, commissions and expenses in connection therewith, with a maturity of November 8, 2010, secured by the same Collateral securing the Loans under this Agreement, subject to the Intercreditor Agreement, having the other terms as set forth on Exhibit C to the First Amendment and otherwise on terms acceptable to the Borrower.

“Intercreditor Agreement”: an Intercreditor Agreement, substantially in the form of Exhibit F (with such modifications thereto as may be agreed by the parties thereto), among the Administrative Agent and KeyBank National Association (or its successor), as administrative agent under the Bridge Loan Documents.

1.2 Amendments to Subsection 7.2: Indebtedness.

Section 7.2(a) of the Credit Agreement is hereby amended by restating such clause (a) in its entirety to read as follows:

“(a) (i) Indebtedness of any Loan Party pursuant to any Loan Document, (ii) Indebtedness of the Borrower and Guarantee Obligations of the Borrower and the Guarantors in respect of the Bridge Loan Documents in an aggregate principal amount not to exceed \$75.0 million and (iii) any refinancings, renewals or extensions of any Indebtedness described in the foregoing clause (ii) (a “Refinancing”); provided that (A) the principal amount thereof (excluding accrued interest and the amount of fees and expenses incurred and premiums paid in connection therewith) is not increased, (B) the weighted average life to maturity of the principal amount thereof has not decreased, nor the final maturity thereof shortened, in either case, with respect to a period when Loans are outstanding, and (C) any Liens securing any such Indebtedness which is a Refinancing are junior to or pari passu in priority with the Liens securing the Obligations, subject to the Intercreditor Agreement, and in any case are limited to Collateral that secures the Loans.”

1.3 Amendment to Subsection 7.3: Liens

Section 7.3(i) of the Credit Agreement is hereby amended by restating such clause (i) in its entirety to read as follows:

“(i) Liens (not affecting the Collateral) securing Indebtedness constituting Indebtedness permitted by Section 7.2(f).”

1.4 Amendments to Exhibits.

(a) Exhibit C to the First Amendment is hereby deleted in its entirety and replaced by Exhibit C attached hereto.

(b) Exhibit F to the Credit Agreement is hereby deleted in its entirety and replaced by Exhibit F attached hereto.

SECTION 2. REPRESENTATIONS AND WARRANTIES

In order to induce Lenders and Administrative Agent to enter into this Amendment, Borrower and Holdings each represents and warrants to each Lender and Administrative Agent that the following statements are true, correct and complete:

(i) each of Borrower and Holdings has all requisite corporate power and authority to enter into this Amendment and to carry out the transactions contemplated by, and perform its obligations under, the Credit Agreement as amended by this Amendment (the "**Amended Agreement**");

(ii) the execution and delivery of this Amendment and the performance of the Amended Agreement have been duly authorized by all necessary corporate action on the part of Borrower and Holdings;

(iii) No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Amendment, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect;

(iv) The execution, delivery and performance of this Amendment will not violate any Requirement of Law or any Contractual Obligation of any Group Member, except for any such violation which could not reasonably be expected to have a Material Adverse Effect, and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Security Documents or the Bridge Loan Documents).

(v) this Amendment and the Amended Agreement have been duly executed and delivered by Borrower and Holdings and are the legally valid and binding obligations of Borrower and Holdings, enforceable against Borrower and Holdings in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(vi) the representations and warranties contained in Section 4 of the Credit Agreement are and will be true, correct and complete in all material respects on and as of the date hereof and the Amendment Effective Date to the same extent as though made on and as of such dates, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true, correct and complete in all material respects on and as of such earlier date; and

(vii) no event has occurred and is continuing or will result from the consummation of the transactions contemplated by this Amendment that would constitute a Default or Event of Default.

SECTION 3. ACKNOWLEDGEMENT AND CONSENT

Each Guarantor has read this Amendment and consents to the terms hereof and further hereby confirms and agrees that, notwithstanding the effectiveness of this Amendment, the obligations of such Guarantor under, and the Liens granted by such Guarantor as collateral security for the indebtedness, obligations and liabilities evidenced by the Credit Agreement and the other Loan Documents pursuant to, each of the Loan Documents to which such Guarantor is a party shall not be impaired and each of the Loan Documents to which such Guarantor is a party is, and shall continue to be, in full force and effect and is hereby confirmed and ratified in all respects.

Each of Holdings, Borrower and the Subsidiary Guarantors hereby acknowledges and agrees that the Secured Obligations under, and as defined in, the Guarantee and Collateral Agreement dated as of November 30, 2007, by and among Holdings, Borrower, the Subsidiary Guarantors and Administrative Agent (the "**Guarantee and Collateral Agreement**") will include all Obligations under, and as defined in, the Credit Agreement (as amended hereby).

Each Guarantor acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Guarantor is not required by the terms of the Credit Agreement or any other Loan Document to consent to the amendments to the Credit Agreement effected pursuant to this Amendment and (ii) nothing in the Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendments to the Credit Agreement.

SECTION 4. CONDITIONS TO EFFECTIVENESS

Except as set forth below, Section 1 of this Amendment shall become effective only upon the satisfaction of the following conditions precedent (the date of satisfaction of such conditions being referred to as the "**Amendment Effective Date**"):

A. The Borrower, Holdings, the other Guarantors and the Required Lenders shall have indicated their consent hereto by the execution and delivery of the signature pages hereof to the Administrative Agent.

B. The Administrative Agent shall have received a secretary's certificate of Holdings and the Borrower (i) either confirming that there have been no changes to its organizational documents since November 30, 2007, or if there have been changes to Holdings' or the Borrower's organizational documents since such date, certifying as to such changes, and (ii) certifying as to resolutions and incumbency of officers with respect to this Amendment and the transactions contemplated hereby.

C. The Lenders and the Administrative Agent shall have received all costs and expenses for which invoices have been presented (including the reasonable fees and expenses of legal counsel for which the Borrower agrees it is responsible pursuant to Section 10.5 of the Credit Agreement), in connection with this Amendment.

D. The Administrative Agent shall have received satisfactory evidence of the termination of the commitments described in the commitment letter, dated March 13, 2008, among the Borrower, UBS AG, and the other financial institutions party thereto.

SECTION 5. MISCELLANEOUS

A. Reference to and Effect on the Credit Agreement and the Other Loan Documents.

(i) On and after the effective date of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import referring to the Credit Agreement and each reference in the other Loan Documents to the “Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended hereby.

(ii) Except as specifically amended by this Amendment, the Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(iii) The execution, delivery and performance of this Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of Administrative Agent or any Lender under the Credit Agreement or any of the other Loan Documents.

B. Headings. Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

C. Applicable Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

D. Intercreditor Agreement. The Lenders hereby authorize the Administrative Agent to enter into the Intercreditor Agreement.

E. Counterparts; Effectiveness. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Amendment (other than the provisions of Section 1 hereof, the effectiveness of which is governed by Section 4 hereof) shall become effective upon the execution of a counterpart hereof by Holdings, Borrower and the Requisite Lenders and receipt by Borrower and Administrative Agent of written or telephonic notification of such execution and authorization of delivery thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

HOLDINGS:

MEDICAL PROPERTIES TRUST, INC.

By: /s/ R. Steven Hamner

Name: R. Steven Hamner

Title: Executive Vice President and Chief Financial
Officer

BORROWER:

MPT OPERATING PARTNERSHIP, L.P.,

By: /s/ R. Steven Hamner

Name: R. Steven Hamner

Title: Executive Vice President and Chief Financial
Officer

**SUBSIDIARY GUARANTORS
(FOR PURPOSES OF
SECTION 3):**

**MPT OF REDDING, LLC
MPT OF CHINO, LLC
MPT OF SHERMAN OAKS, LLC
MPT OF BUCKS COUNTY, LLC
MPT OF VICTORVILLE, LLC
MPT OF BLOOMINGTON, LLC
MPT OF COVINGTON, LLC
MPT OF DENHAM SPRINGS, LLC
MPT OF DALLAS LTACH, LLC
MPT OF CENTINELA, LLC
MPT OF MONTCLAIR, LLC
MPT OF PORTLAND, LLC
MPT OF WARM SPRINGS, LLC
MPT OF VICTORIA, LLC
MPT OF LULING, LLC
MPT OF HUNTINGTON BEACH, LLC
MPT OF WEST ANAHEIM, LLC
MPT OF LA PALMA, LLC
MPT OF TWELVE OAKS, LLC
MPT OF SHASTA, LLC
MPT OF PARADISE VALLEY, LLC
MPT OF SOUTHERN CALIFORNIA, LLC
MPT OF INGLEWOOD, LLC
8451 PEARL STREET, LLC
4499 ACUSHNET AVENUE, LLC
MPT OF BENNETTSVILLE, LLC
MPT OF BOSSIER CITY, LLC
MPT OF CLEVELAND, TEXAS, LLC
MPT OF CHERAW, LLC
MPT OF IDAHO FALLS, LLC
MPT OF TUCSON, LLC
MPT OF WEBSTER, LLC
MPT OF POPLAR BLUFF, LLC
MPT OF PROVIDENCE, LLC
MPT OF SPRINGFIELD, LLC
MPT OF WARWICK, LLC
MPT OF BRISTOL, LLC
MPT OF ENFIELD, LLC
MPT OF WEST VALLEY CITY, LLC
MPT OF FT. LAUDERDALE, LLC
MPT OF NEWINGTON, LLC
MPT OF DETROIT, LLC**

MPT OF MORGANTOWN, LLC

By: MPT OPERATING PARTNERSHIP, L.P., sole member of each of the above entities

By: /s/ R. Steven Hamner

Name: R. Steven Hamner

Title: Executive Vice President and CFO
of MPT Operating Partnership, L.P.

MOUNTAIN VIEW - MPT HOSPITAL, LLC (f/k/a HCPI/IDAHO FALLS, LLC)

By: MPT OF IDAHO FALLS, LLC, its authorized member

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

By: /s/ R. Steven Hamner

Name: R. Steven Hamner

Title: Executive Vice President and CFO
of MPT Operating Partnership, L.P.

MPT OF BUCKS COUNTY, L.P.

By: MPT OF BUCKS COUNTY, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF DALLAS LTACH, L.P.

By: MPT OF DALLAS LTACH, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF CENTINELA, L.P.

By: MPT OF CENTINELA, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF MONTCLAIR, L.P.

By: MPT OF MONTCLAIR, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF WARM SPRINGS, L.P.

By: MPT OF WARM SPRINGS, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF VICTORIA, L.P.

By: MPT OF VICTORIA, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF LULING, L.P.

By: MPT OF LULING, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF HUNTINGTON BEACH, L.P.

By: MPT OF HUNTINGTON BEACH, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF WEST ANAHEIM, L.P.

By: MPT OF WEST ANAHEIM, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF LA PALMA, L.P.

By: MPT OF LA PALMA, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF TWELVE OAKS, L.P.

By: MPT OF TWELVE OAKS, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF SHASTA, L.P.

By: MPT OF SHASTA, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF PARADISE VALLEY, L.P.

By: MPT OF PARADISE VALLEY, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF SOUTHERN CALIFORNIA, L.P.

By: MPT OF SOUTHERN CALIFORNIA, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF INGLEWOOD, L.P.

By: MPT OF INGLEWOOD, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF CLEVELAND, TEXAS, L.P.

By: MPT OF CLEVELAND, TEXAS, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

MPT OF WEBSTER, L.P.

By: MPT OF WEBSTER, LLC, its general partner

By: MPT OPERATING PARTNERSHIP, L.P., its sole member

By: /s/ R. Steven Hammer

Name: R. Steven Hamner

Title: Executive Vice President
and CFO of MPT
Operating Partnership, L.P.

LENDERS:

J.P. MORGAN CHASE BANK, N.A.,
as Lender and as Administrative Agent

By: /s/ Vanessa Chiu _____

Name: Vanessa Chiu

Title: Vice President

KEYBANK NATIONAL ASSOCIATION, as Syndication
Agent and as a Lender

By: /s/ Laura Conway

Name: Laura Conway

Title: Vice President

RAYMOND JAMES BANK, FSB, as a Lender

By: /s/ Thomas Scott

Name: Thomas Scott

Title: Senior Vice President

**DEUTSCHE BANK TRUST COMPANY AMERICAS, as a
Lender**

By: /s/ Carin Keegan
Name: Carin Keegan
Title: Director

By: /s/ Susan LeFevre
Name: Susan LeFevre
Title: Director

UBS LOAN FINANCE LLC, as a Lender

By: /s/ Richard L. Tavrow

Name: Richard L. Tavrow

Title: Director

By: /s/ Irja R. Otsa

Name: Irja R. Otsa

Title: Associate Director

ROYAL BANK OF CANADA, as a Lender

By: /s/ Jake Sigmund

Name: Jake Sigmund

Title: Authorized Signatory

EXHIBIT C

Summary of Bridge Loan Credit Agreement

EXHIBIT F

Form of Intercreditor Agreement

SECOND AMENDMENT TO
PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS

BY AND BETWEEN
THE SELLER PARTIES IDENTIFIED HEREIN

(“Seller”)

and

MPT OPERATING PARTNERSHIP, L.P.,

a Delaware limited partnership

(“Buyer”)

Dated effective as of April 1, 2008

**SECOND AMENDMENT TO
PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Amendment") is made effective as of April 1, 2008 (the "Effective Date"), by and between HCP, INC. (formerly known as Health Care Property Investors, Inc.), a Maryland corporation ("HCP"), FAEC HOLDINGS (BC), LLC, a Delaware limited liability company ("FAEC"), HCPI TRUST, a Maryland real estate trust ("HCPI"), HCP DAS PETERSBURG VA, LP, a Delaware limited partnership ("HCPDAS"), and TEXAS HCP HOLDING, L.P., a Delaware limited partnership ("THH"), and together with HCP, HCPI, HCPDAS and FAEC collectively, the "Seller", and MPT OPERATING PARTNERSHIP, L.P., a Delaware limited partnership ("Buyer").

RECITALS

A. Buyer and Seller entered into that certain Purchase and Sale and Escrow Instructions dated as of March 13, 2008 (the "Purchase Agreement"), for the purchase and sale of certain properties more particularly described therein. All capitalized terms used but not defined in this Amendment shall have the same meanings as set forth in the Purchase Agreement.

B. Buyer and Seller wish to amend the Purchase Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree that the Purchase Agreement is amended as follows:

1. Legal Descriptions. The parties agree that Exhibit A-1 to the Purchase Agreement is hereby replaced in its entirety by Exhibit A attached hereto.
 2. Acknowledgement of Initial Closing Date. Notwithstanding the fact that certain of the transaction documents executed in connection with the initial closing of the Properties located in Bennettsville, South Carolina, Cheraw, South Carolina, Cleveland, Texas, Bossier City, Louisiana, Tucson, Arizona, Webster, Texas and Idaho Falls, Idaho are dated as of March 28, 2008, the Closing for such Properties is deemed to be, and agreed by the parties to have taken place, on the initial Closing Date of April 1, 2008.
 3. Continuity of Purchase Agreement. Except as amended by this Amendment, the Purchase Agreement remains in full force and effect and is hereby ratified and confirmed.
-

4. Counterparts. This Amendment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

5. Electronically Transmitted Signatures. Telecopied signatures or signatures sent by electronic mail may be used in place of original signatures on this Amendment. Seller and Buyer intend to be bound by the signatures on the telecopied or electronically mailed document, are aware that the other party will rely on the telecopied or electronically mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature. Following any facsimile or electronic mail transmittal, the party shall promptly deliver the original instrument by reputable overnight courier in accordance with the notice provisions of the Purchase Agreement.

6. Severability. If any provision of this Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment shall nonetheless remain in full force and effect.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to any principle or rule of law that would require the application of the law of any other jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Effective Date.

SELLER:

HCP, INC.,
a Maryland corporation

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

FAEC HOLDINGS (BC), LLC,
a Delaware limited liability company

By: HCP, INC., a Maryland corporation
its Sole Member

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

HCP DAS PETERSBURG VA, LP,
a Delaware limited partnership

By: HCP DAS PETERSBURG VA GP, LLC,
a Delaware limited liability company, its
General Partner

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

TEXAS HCP HOLDING, L.P.,
a Delaware limited partnership

By: TEXAS HCP G.P., INC., a Delaware
corporation, its General Partner

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

Signature Page

HCPI TRUST,
a Maryland real estate trust

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

Signature Page

BUYER:

MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership

By: MEDICAL PROPERTIES TRUST, LLC, a
Delaware limited liability company, its General Partner

By: MEDICAL PROPERTIES TRUST, INC.,
a Maryland corporation,
its Sole Member

By: /s/ Michael G. Stewart

Name: Michael G. Stewart

Its: EVP & General Counsel

Signature Page

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: /s/ James R. Lomenick

Name: James R. Lomenick

Title: Underwriting Counsel

National Commercial Services

First American Title Insurance Company

Signature Page

EXHIBIT A

EXHIBIT A-1

FEE PROPERTY DESCRIPTIONS AND ADDRESSES

I. COMMUNITY HEALTH SYSTEMS — BENNETTSVILLE, SC

A. Address

1139 Cheraw Hwy., Bennettsville, SC 29512

B. Legal Description

MARLBORO COUNTY, SOUTH CAROLINA

Tract #1

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being within the corporate limits of the City of Bennettsville, Marlboro County, South Carolina, commencing at an iron on S.C. Highway 9 at a point 172.12 feet southeast of the intersection of S.C. Highway 9 and Oakwood Street, thence north 65°21'23" east for a distance of 146.25 feet to an iron at a corner; thence north 39°46'02" east for a distance of 436.08 feet to an iron at a corner; thence north 49°45'40" west for a distance of 250.53 feet to an iron at a corner on Oakwood Street; thence north 39°42'26" east for a distance of 298.68 feet to an iron at a corner, plus the width of an access road as shown on the hereinafter referenced plat; thence south 68°13'56" east for a distance of 1002.93 feet to an iron at a corner; thence south 21°38'44" west for a distance of 217.33 feet to an iron at a corner; thence north 87°39'12" west for a distance of 15.34 feet to an iron at a corner; thence south 55°27'09" west for a distance of 41.05 feet to an iron at a corner; thence south 17°07'39" east for a distance of 79.93 feet to an iron at a corner; thence south 03°25'15" east for a distance of 49.92 feet to an iron; thence south 02°47'36" west for a distance of 49.87 feet to an iron at a corner; thence north 87°35'12" west for a distance of 49.96 feet to an iron at a corner; thence south 02°44'00" west along Townsend Court for a distance of 563.53 feet to an iron at a corner; thence south 10°27'00" west along Townsend Court for a distance of 105.11 feet to an iron at a corner; thence south 25°27'45" west along Townsend Court for a distance of 104.93 feet to an iron at a corner; thence south 40°30'57" west along Townsend Court for a distance of 99.84 feet to an iron at a corner; thence south 53°31'27" west along Townsend Court for a distance of 100.00 feet to an iron at a corner; thence south 65°35'39" west along Townsend Court for a distance of 223.80 feet to an iron at a corner; thence south 65°33'27" west along Townsend Court for a distance of 75.26 feet to an iron at a corner; thence north 24°36'27" west for a distance of 349.57 feet to an iron at a corner; thence north 65°22'32" east for a distance of 197.60 feet to an iron at a corner; thence north 24°32'06" west for a distance of 300.01 feet to an iron at a corner; thence south 65°24'56" west for a distance of 399.92 feet to an iron at a corner on S.C. Highway 9; thence north 24°39'74" west for a distance of 560.20 feet along S.C. Highway 9 to the beginning iron and corner, and being generally

Exhibit A

bounded as follows: on the north by properties of Dr. S. Ansari, Jimmy Frazier and H.J. Munnerlyn, Inc.; on the east by properties of Alton Williams, City of Bennettsville, W. A. Rogers and Townsend Court; on the south by properties of Ervin Mumford, Church of Jesus-Christ of Latter Day Saints and S.C. Highway 9; and on the west by property of W. A. Rogers, H. E. Avent and Mark Avent, all of which will more particularly appear by reference to a Plat of the same made by John M. Jackson, III, P.L.S., on April 7, 1995, and recorded in Plat Book 50, at Page 59, in the office of the Clerk of Court of Marlboro County; EXCEPTING therefrom that certain parcel of land containing 0.034 acre, more or less, conveyed to the South Carolina Department of Transportation pursuant to that certain Deed dated August 15, 2005 and recorded October 6, 2005 as Instrument No. 17584 in Book 498 at Page 292 in Office of the Clerk of Court of Marlboro County, South Carolina.

Tract #2

All that certain piece, parcel or lot of land, with improvements thereon, lying and being situate in said County and State, shown and delineated as Tract #2 on a certain plat entitled "Marlboro County General Hospital, Inc.", made by John M. Jackson, III, R.L.S., dated December 1, 1981, revised December 22, 1982; said plat being of record in the office of the Clerk of Court for Marlboro County in Plat Book 37, at Page 104. Said lot of land is more particularly described as follows: Commencing at an iron 120 feet from Market Street, running thence N 25°30' W 175 feet to an iron; thence N 64°30' E 45 feet to an iron; thence N 30°23' E 175.6 feet to a marker; thence S 64°30' W 60 feet to the beginning corner.

II. COMMUNITY HEALTH SYSTEMS — CHERAW, SC

A. Address

Hwy 9 W, Cheraw, SC 29520

B. Legal Description

CHESTERFIELD COUNTY, SOUTH CAROLINA

Tract No. 1:

All that certain piece, parcel or tract of land, situate, lying ad being just northwest of the Town of Cheraw, and in the County of Chesterfield, State of South Carolina, fronting on the south side of South Carolina Highway #9 for a distance of 800 feet and being more particularly described as follows:

Commencing at an iron on the right-of-way of South Carolina Highway #9 and at the common corner of the subject property and property of Charles Caulder, thence along a ditch S 23-41 W for a distance of 400 feet to an iron; thence S 23-52 W for a distance of 400 feet to an iron; thence S 24-26 W for a distance of 355.6 feet to an iron; thence S 43-24 W for a distance of 63.2 feet to an iron at a corner; thence N 67-00 W for a distance of 758.1 feet to at iron at a corner; thence N 23-00 E for a distance of 1214.7 feet to an iron at a corner on the right-of-way of South Carolina Highway #9; thence S 67-00 E for a distance of 800 feet to the beginning iron. The subject tract is generally bounded, now or formerly, as follows, to wit: on the North by the

Exhibit A

right-of-way of South Carolina Highway #9; on the East by property of Charles Caulder and the Nancy J. Caulder Estate; on the South by other property of Louise R. Gaddy and on the West by other property of Louise R. Gaddy, all as shown on the Map of Land Property of Louise R. Gaddy to be conveyed to Hospital Corporation of America made by Carl Maness, L. S., on January 9, 1981, which plat is to be recorded simultaneously with the deed from Louise R. Gaddy to Hospital Corporation of America. The tract herein contains 22.04 acres according to the above referenced plat.

EXCLUDING, HOWEVER,

All that certain piece, parcel or lot of land, situate, lying and being in the County of Chesterfield, State of South Carolina, containing 0.93 acre, more particularly described as follows: Commencing at an iron at the southern right-of-way of Highway SC-9 and running S 23-00-00 W for a distance of 593.18 feet to the point of beginning of the subject tract; thence beginning at an iron at the NW corner of subject 0.93 acre tract and running S 66-19-39 E for a distance of 229.63 feet along a paved roadway to a nail in the asphalt at the NE corner; thence turning and running S 23-00-00 W for a distance of 176.0 feet to an iron at the SE corner; thence turning and running N 66-19-39 W for a distance of 229.63 feet to an iron at the SW corner; thence turning and running N 23-00-00 E for a distance of 176.0 feet to the point of beginning. This property is described as Tract A on the drawing prepared for H. D. Jackson Co., Inc. by Van T. Cribb & Associates, dated 11/20/89, and was conveyed to Harold D. Jackson, Jr. Tract No. 2 below also is a part of the original 22.04 acres.

Tract No. 2:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being within the corporate limits of the Town of Cheraw, Chesterfield County, South Carolina, commencing on the right-of-way of S.C. Highway #9 at a point in the northwest corner of the hospital site of Chesterfield General Hospital, Inc., thence south 67°00' east for a distance of 150 feet along S.C. Highway #9 to an iron at a corner on Doctor's Drive; thence south 23°00" west for a distance of 290 feet along Doctor's Drive to an iron at a corner; thence north 67°00" west for a distance of 150 feet to an iron at a corner on a 60 foot dirt strip reserved for a road by Robert Mark Wright, the adjoining property owner; thence north 23°00" east for a distance of 290 feet along the said strip (a power line being approximately on the line) to the beginning iron and corner, and being generally bounded as follows: on the north by S.C. Highway #9; on the east by Doctor's Drive which is property of Chesterfield General Hospital, Inc. and is not a dedicated street; on the south by other property of Chesterfield General Hospital, Inc.; and on the west by property of Robert Mark Wright, all of which will more particularly appear by reference to a Map of the same made by Carl Maness, L. S., on October 29, 1986, and recorded in Plat Book 36, at Page 93, in the office of the Clerk of Court for Chesterfield County.

Tract No. 1 and Tract No. 2 are the same property shown on Plat of Land made by Carl Maness, L. S. on April 12, 1995, for Chesterfield General Hospital, Inc. and recorded in Plat Book 42, at Page 151, in the said Clerk's office.

Exhibit A

III. COMMUNITY HEALTH SYSTEMS — CLEVELAND, TX

A. Address

300 East Crockett Street, Cleveland, TX 77328

B. Legal Description

FIRST TRACT:

Being Lots Nos. One (1), Two (2), Three (3), Seven (7), Eight (8) in Block No. Eighteen (18) of the Nobel Garvey Subdivision in the City of Cleveland, Liberty County, Texas, according to plat of said subdivision of record in Vol. 1, page 63 of the Map Records of Liberty County, Texas.

SECOND TRACT:

All of Lot Nos. Four (4), Five (5) and Six (6) in Block No. Eighteen (18) of the Nobel Garvey Subdivision in the City of Cleveland, Liberty County, Texas, according to plat of record in Vol. 1, page 63 of the Map Records of Liberty County, Texas, SAVE AND EXCEPT the West fifty feet (W. 50') thereof, which was conveyed by J.M. Cadenhead et ux to E.L. Smith by Deed dated January 13, 1954, recorded in Vol. 399, page 322 of the Deed Records of Liberty County, Texas.

THIRD TRACT:

All Lot Nos. Ten (10), Eleven (11) and Twelve (12) in Block No. Eighteen (18) of said Noble Garvey Subdivision in the City of Cleveland, Liberty County, Texas, according to plat of record in Vol. 1, page 63 of the Map Record of Liberty County, Texas, SAVE AND EXCEPT the East 104 feet (E. 104') thereof which was conveyed by J.M. Cadenhead et ux to Etta B. Anderson by Deed dated May 8, 1945, recorded in Vol. 277, page 85 of the Deed Records of Liberty County, Texas.

FOURTH TRACT:

Being Lot No. Nine (9) in Block No. Eighteen (18) of the Nobel Garvey Subdivision in the City of Cleveland, Liberty County, Texas, according to map of record in Vol. 1, page 63 of the Map Records of Liberty County, Texas.

FIFTH TRACT:

All that certain lot, tract or parcel of land, being the East One-hundred Four feet (E. 104') of Lot Number Ten (10), Eleven (11) and Twelve (12) in Block Number Eighteen (18) of the NOBLE GARVEY SUBDIVISION in the City of Cleveland, Liberty County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 1, page 63 Map records of Liberty County, Texas.

SIXTH TRACT:

West Fifty feet of Lot Number Four (W-50' of 4) in Block Number Eighteen (18) of the NOBLE GARVEY SUBDIVISION in the City of Cleveland, Liberty County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 1, page 63 Map Records of Liberty County, Texas.

Exhibit A

SAVE AND EXCEPT from Tracts 1 - 6, that portion of Block 18 that lies within the right-of-way limits of the Dayton-Cleveland Highway as described in right-of-way Deed dated March 22, 1940, from J.M. Cadenhead and et ux to the State of Texas, recorded in Vol. 248, page 114 of the Deed of Records of Liberty County Texas.

SEVENTH TRACT:

Being Lot Nos. Three (3), Four (4), Five (5), Nine (9) and Ten (10) in Block No. Fifteen (15) and Lot Nos. One (1), Two (2), Three (3), Six (6), Seven (7), Eight (8) and Nine (9) in Block No. Seventeen (17) of the Cox Subdivision in the City of Cleveland, Liberty County, Texas, according to map of said subdivision recorded in Vol. 1, page 63 of the Map Records of Liberty County, Texas.

EIGHTH TRACT:

Being Lot Nos. Six (6) and Seven (7) in Block No. Fifteen (15) of the Noble Garvey Subdivision of part of the Cox Addition to the City of Cleveland, Liberty County, Texas, according to plat of said subdivision of record in Volume 1, page 63 of the Map Records of Liberty County, Texas.

IV. CORNERSTONE HEALTH SYSTEMS — BOSSIER CITY, LA

A. Address

4900 Medical Drive, Bossier City, LA 71112

B. Legal Description

Tract "A"

A tract of land located in Section 14, Township 17 North, Range 13 West, Bossier Parish, Louisiana, being further described as follows: Beginning at a point on the East line of said Section 14, located 2,440.40 feet Southerly from the Northeast corner of said Section 14; run thence North 89°38'48" West a distance of 834.30 feet; run thence South 21°21'45" East a distance of 948.06 feet; run thence North 89°29'20" West a distance of 768.35 feet to the Point of Beginning of the tract herein described; run thence North 89°29'20" West a distance of 798.45 feet to a point on the Easterly right of way lines of Woodmont Blvd., as dedicated in Book 583, Page 281 (Inst. No. 352456) of the records of Bossier Parish, Louisiana; run thence along said Easterly right of way line North 00°30'40" East a distance of 580.38 feet; thence leaving said Easterly right of way line run South 89°29'20" East a distance of 1,213.45 feet to a point on the Westerly right of way line of Medical Drive, as dedicated in Book 583, Page 282 (Inst. No. 352457) of the records of Bossier Parish, Louisiana; run thence along said Westerly right of way line South 00°30'40" West a distance of 330.38 feet; thence leaving said Westerly right of way line run North 89°29'20" West a distance of 200.00 feet; run thence North 00°30'40" East a distance of 30.78 feet, run thence South 89°36'15" West a distance of 64.85 feet to the point of curvature of a curve to the left (said curve having a radius of 14.0 feet, a central angle of 44°07'40"); run thence along said curve a distance of 10.78 feet; run thence South 45°28'35" West a distance of 193.00 feet to the point of curvature of a curve to the left (said curve having a radius of 14.0 feet, a central angle of 44°57'55"); run thence South 00°30'40" West a distance of 129.21 feet to the Point of Beginning.

Exhibit A

Tract "C"

A tract of land located in Bossier City, Bossier Parish, Louisiana, and more fully described as: A tract of land located in Section 14, Township 17 North, Range 13 West, Bossier Parish, Louisiana, further described as follows: Beginning at a point on the East line of Section 14 located 2,440.40 feet Southerly from the Northeast corner of Section 14; run thence North 89°38'48" West a distance of 834.30 feet; run thence South 21°21'45" East a distance of 948.06 feet; run thence North 89°29'20" West a distance of 353.35 feet to the Point of Beginning of tract herein described; continue thence North 89°29'20" West a distance of 200.0 feet; run thence North 0°30'40" East a distance of 250.0 feet; run thence South 89°29'20" East a distance of 200.0 feet; run thence South 0°30'40" West a distance of 250.0 feet to the Point of Beginning of tract, containing 1.148 acres, more or less.

Tract "D"

A tract of land located in Section 14, Township 17 North, Range 13 West, Bossier Parish, Louisiana, being further described as follows: Beginning at a point in the East line of Section 14 located 2,440.40 feet Southerly from the Northeast corner of Section 14; run thence North 89°38'48" West a distance of 834.30 feet; run thence South 21°21'45" East a distance of 948.06 feet; run thence North 89°29'20" West a distance of 553.35 feet to the Point of Beginning of tract herein described; continue thence North 89°29'20" West a distance of 215.0 feet; run thence North 0°30'40" East a distance of 129.21 feet to the point of curvature of a curve to the right having a radius of 14.0 feet; run thence along said curve a distance of 10.99 feet; run thence North 45°28'35" East a distance of 193.0 feet to the point of curvature of a curve to the right having a radius of 14.0 feet; run thence along said curve a distance of 10.78 feet; run thence North 89°36'15" East a distance of 64.85 feet; run thence South 0°30'40" West a distance of 280.78 feet to the Point of Beginning of tract, containing 1.14 acres more or less.

V. CORNERSTONE HEALTH SYSTEMS — TUCSON, AZ

A. Address

7220 East Rosewood Drive, Tucson, AZ 85710

B. Legal Description

Parcel No. 1:

Lot 2 in Block 3 of Gateway Center, as recorded in Book 40 of Maps and Plats at Page 47, Records of Pima County, Arizona.

Parcel No. 2:

Non-Exclusive easements, shown as Easement "A", appurtenant to Parcel No. 1 for utility, public sewer, pedestrian, vehicular access, landscaping and common maintenance purposes, over those portions of Lots 1 and 2 in Block 3, dedicated by the plat of Gateway Center, as recorded in Book 39 of Maps and Plats at Page 36, Records of Pima County, Arizona.

Exhibit A

Parcel No. 3:

Non-exclusive easements, shown as Common Area "A" for utility, pedestrian, vehicular access, landscaping and common area maintenance, and non-exclusive easements, as shown on Common Area "B" for private park and recreation area and drainage purposes, as dedicated by the plat of Gateway Center in Book 37 of Maps and Plats at Page 25, Records of Pima County, Arizona, and as provided through and within that certain Community Declaration for Gateway Center, recorded March 27, 1984, in Book 7248, Page 1050, Pima County, Arizona.

VI. CORNERSTONE HEALTH SYSTEMS — WEBSTER, TX

A. Address

709 Medical Center Boulevard, Webster, TX 77598

B. Legal Description

Being 9.048 acres of land, situated in the Robert Wilson Survey, Abstract 88, Harris County, Texas, being a part of Lot 1, Block 18, Webster Outlots, a subdivision recorded in Volume 67, Page 197, Deed Records of Harris County, Texas, being that certain 9.089 acres save and except 1,783 square feet tract, conveyed in deed from Baywood Hospital, Inc. to Charter Behavioral Health System of Baywood, Inc., dated June 30, 1994, as recorded in the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, under County Clerk's File No. P947588, Film Code No. 500-06-544, the subject 9.048 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found at the intersection of the southeasterly right-of-way line of Medical Center Boulevard, based on a width of 80 feet, (formerly known as Jasmine Avenue) with a cut-back line from the southwesterly right-of-way line of Texas Avenue (width varies), as described in right-of-way deed to the County of Harris, dated June 3, 1994, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. P975281, Film Code No. 500-30-0100, being the west northerly corner of the herein described tract, having surface coordinates of X = 3,230,964.65 Y = 640,407.39, all bearings are based on the Texas State Plane Coordinate System, South Central Zone, all coordinates and distances are surface and may be converted to grid by multiplying by a combined scale factor of 0.999870;

THENCE SOUTH 86 degrees 17 minutes 41 seconds EAST, 42.25 feet along said cut-back to a 5/8-inch iron rod found at the west northerly corner of the herein described tract, on the southwesterly right-of-way line of Texas Avenue (width varies), as described in said right-of-way deed;

THENCE SOUTH 41 degrees 10 minutes 58 seconds EAST, 128.79 feet along the southwesterly right-of-way line of Texas Avenue (width varies) to a 5/8-inch iron rod found at the beginning of a curve to the left and a northeasterly corner of the herein described tract;

THENCE SOUTHEASTERLY along said curve to the left and said southwesterly right-of-way line of Texas Avenue (width varies) through a central angle of 06 degrees 42 minutes 23 seconds

Exhibit A

to a 5/8-inch iron rod found at a point of reverse curve and a northeasterly corner of the herein described tract, said curve having a radius of 531.00 feet, an arc length of 62.15 feet, and a long chord length of 62.12 feet bearing SOUTH 44 degrees 32 minutes 10 seconds EAST;

THENCE SOUTHEASTERLY along a curve to the right and said southwesterly right-of-way line of Texas Avenue (width varies) through a central angle of 06 degrees 42 minutes 49 seconds to a 5/8-inch iron rod found at a northeasterly corner of the herein described tract and on the southwesterly right-of-way line of Texas Avenue (60 feet wide), said curve having a radius of 492.00 feet, an arc length of 57.65 feet, and a long chord length of 57.62 feet bearing SOUTH 44 degrees 31 minutes 57 seconds EAST;

THENCE SOUTH 41 degrees 10 minutes 58 seconds EAST, 351.50 feet along said southwesterly right-of-way line of Texas Avenue (60 feet wide) to a 1/2-inch iron rod found at the most easterly corners of the herein described tract, said Lot 1 and said 9.089 acre tract and being the most northerly corner of that certain tract of land conveyed in deed from Environmental Industries, Inc. to Houston Stafford Electric, Inc, dated July 17, 1978, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. F683849 Film Code No. 200-14-2583;

THENCE SOUTH 48° 48' 02" West, 630.00 feet along the northwesterly line of said Houston Stafford Electric, Inc. tract and a northwesterly line of the residue of Lot 3, Block 18, conveyed in deed from Ashton Place, Inc, to W. E. Evans (an undivided 86%), and H. L. Lugenheim (an undivided 14%), dated June 14, 1984, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. J555232, Film Code No. ###-##-#### and in deed from United States National Bank, as Independent Executor of the Estate of H. L. Lugenheim, et al, to W. E. Evans, dated July 28, 1995, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. R635159, Film Code No. 505-83-0474, to a 5/8-inch iron rod found at the most southerly corner of the herein described tract and the most easterly corner of that certain 3.48 acre tract, conveyed in deed from Frank W. Judd, Trustee to Kenneth J. Gurry, et ux, dated May 29, 1974, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. E173548, Film Code No. 104-19-1124;

THENCE NORTH 41° 02' 05" West, 345.40 feet along the common line between said 9.089 acre tract and said 3.48 acre tract to a 5/8-inch iron rod found at a westerly corner of the herein described tract;

THENCE NORTH 41° 51' 22" West, 282.12 feet continuing with said common line to a 1/2-inch iron rod found on the said southeasterly right-of-way line of Medical Center Boulevard, being the most westerly corner of the herein described tract;

THENCE NORTH 48° 35' 36" East, 595.49 feet with said southeasterly right-of-way to the POINT OF BEGINNING and containing 9.048 acres of land, more or less.

Exhibit A

VII. HEALTH MANAGEMENT ASSOCIATES — POPLAR BLUFF, MO

A. Address

2620 North Westwood Blvd., Poplar Bluff, MO 63901

B. Legal Description

TRACT 1

Parcel A

All that, part of the West Half (1/2) of the Southwest Quarter of Section 28, Township 25 North, Range 6 East of the Fifth Principal Meridian, in the City of Poplar Bluff, Butler County, Missouri, which is described as follows:

From the Northwest Corner of the Southwest Quarter of said Section 28, measure Southerly along and with the West line of said Section a distance of 1074.48 feet; thence, South 89 degrees 22 minutes 10 seconds East a distance of 20.0 feet to the POINT OF BEGINNING. Thence, South 00 degrees 21 minutes 10 seconds West parallel to the West line of said Section a distance of 289.39 feet to the South line of the Northwest Quarter of the Southwest Quarter; thence, North 87 degrees 12 minutes West a distance of 20.0 feet to the West line of said Section; thence, South 00 degrees 21 minutes 10 seconds West a distance of 311.13 feet to the West right-of-way line of U.S. Highway "67"; thence, South 30 degrees 51 minutes 30 seconds East along and with said right-of-way line a distance of 40.18 feet; thence, South 87 degrees 41 minutes 05 seconds East along and with said right-of-way line a distance of 24.37 feet; thence, South 87 degrees 11 minutes 30 seconds East a distance of 150.80 feet; thence, North 57 degrees 34 minutes 35 seconds East a distance of 291.34 feet.; thence, South 87 degrees 07 minutes 10 seconds East a distance of 444.34 feet; thence, North 00 degrees 40 minutes 50 seconds East a distance of 398.24 feet; thence, North 57 degrees 33 minutes 00 seconds East a distance of 91.00 feet; thence, North 32 degrees 27 minutes 00 seconds West a distance of 245.54 feet; thence, South 57 degrees 33 minutes 00 seconds West a distance of 63.10 feet; thence, North 26 degrees 47 minutes 30 seconds West a distance of 87.00 feet; thence, South 87 degrees 16 minutes 55 seconds West a distance of 131.35 feet; thence, South 87 degrees 52 minutes 00 seconds West a distance of 40.34 feet; thence, North 02 degrees 42 minutes 35 seconds West a distance of 154.03 feet; thence, North 88 degrees 16 minutes 25 seconds West along and with the South line of a tract of land recorded in Deed Book 530 at page 332 of the Butler County Land Records a distance of 228.36 feet; thence, South 01 degrees 05 minutes 00 seconds West along and with the East line of property described in Deed Book 106 at page 465 of the Butler County Land Records a distance of 345.64 feet; thence, North 89 degrees 22 minutes 10 seconds West along and with the South line of said property a distance of 304.83 feet to the POINT OF BEGINNING; EXCEPT that part conveyed to the City of Poplar Bluff by Deed recorded in Book 1028 at Page 7648.

Parcel B

Easement appurtenant to Tract One as established in Perpetual Easement Agreement between Joe Hefner Mercantile Company and Lucy Lee Hospital, Inc., recorded in Book 593 at Page 658 in the Butler County, Missouri, Land Records and further described as follows:

All that part of the South Half of the North Half of the Southwest Quarter of the Southwest Quarter of Section 28, Township 25 North, Range 6 East of the Fifth Principal Meridian, Butler

Exhibit A

County, Missouri, which is described as follows: Beginning at the intersection of the North line of said South Half of the North Half of the Southwest Quarter of the Southwest Quarter and the Easterly right of way line of U.S. Highway 67; thence Southeasterly along and with said right of way a distance of 85.8 feet to a point; thence, Northeasterly on a line which extends through a point defined as being 503.2 feet North and 900 feet West of the Southeast corner of said South Half of the North Half of the Southwest Quarter of the Southwest Quarter to a point on the North line of said South Half of the North Half of the Southwest Quarter of the Southwest Quarter; thence, West along and with said North Line to the Point of Beginning.

VIII. HEALTHSOUTH CORPORATION — FAYETTEVILLE, AR

A. Address

153 E. Monte Painter Drive, Fayetteville, AR 72703

B. Legal Description

A part of the SW1/4 of the SW1/4 of Section 26 and a part of the N1/2 of the NW1/4 of Section 35, all in Township 17 North, Range 30 West in Washington County, Arkansas, more particularly described as follows: Beginning at the SE corner of the SW1/4 of the SW1/4 of Section 26 and running then N 0 degrees 31'40" W 92.61 feet; thence S 89 degrees 28'20" W 420.0 feet; thence S 0 degrees 54'04" E 517.00 feet; thence N 89 degrees 28'20" E 420.4 feet; thence N 1 degree 02'11" W 425.39 feet to the point of beginning, containing 4.993 acres, more or less, subject to a street right-of-way along the North side of the above described property.

IX. HEALTHSOUTH CORPORATION — FT. LAUDERDALE, FL

A. Address

4399 Knob Hill Road, Ft. Lauderdale, FL 33351

B. Legal Description

The land referred to herein is situate in the County of Broward, State of Florida and is described as follows:

Parcel 7 of Welleby N.W. Quadrant, according to the Plat thereof recorded in Plat Book 110, Page 48, of the Public Records of Broward County, Florida.

Exhibit A

X. HEALTHSOUTH CORPORATION — PETERSBURG, VA

A. Address

95 Pinehill Boulevard, Petersburg, VA 23805

B. Legal Description

ALL that certain lot, piece or parcel of land situate, lying and being in the City of Petersburg, Virginia containing 6.963 acres of land, more or less, together with the improvements thereon and the appurtenances thereunto belonging and described as Lot 1 on that certain subdivision plat prepared by Timmons Group dated March 25, 2005, entitled "Plat Showing a Subdivision of 108.010 Acres of Land For The Creation of a 6.963 +/- Acre Parcel of Land and the Dedication of 0.414 +/- Acre of Land As Public Right of Way Situated on the East Line of South Crater Road-U.S. Route 301 and the West Line of Interstate I 95 in the City of Petersburg, Virginia", a copy of which plat is recorded in the Office of the Clerk of the Circuit Court of the City of Petersburg, Virginia (the "Clerk's Office") in Plat Book, page and reference to which is hereby made for a more particular description of the property conveyed.

BEING a portion of the same property conveyed to grantor (formerly Petersburg South Associates, a Virginia general partnership) by deed from Crater South Associates, dated August 12, 1983, recorded August 15, 1983, in the Clerk's Office in Deed Book 398, page 467. Petersburg South Associates converted to grantor by Certificate recorded in the Clerk's Office on January 31, 2003 as Instrument No. 03-000418.

XI. HEALTHSOUTH CORPORATION — WICHITA, KS

A. Address

8338 West 13th Street, Wichita, KS 67212

B. Legal Description

Lot 1, Block 1, Northwest Village 5th Addition of Wichita, Sedgwick County, Kansas.

XII. HEALTHTRAX — BRISTOL, CT

A. Address

842 Clark Avenue, Bristol, CT 06010

B. Legal Description

All that certain piece or parcel of land, with the buildings and improvements thereon, located on the east side of Clark Avenue and on the north side of Matthews Street in the City of Bristol, County of Hartford and State of Connecticut, depicted on a map entitled "ALTA/ACSM Land

Exhibit A

Title Survey Bristol Wellness Center Bristol Club Properties, Inc. 842 Clark Avenue, Bristol, Connecticut Date April 1, 1998 Revised 5/14/98 Scale 1" = 40' Project No. 1547-05" made by A-N Consulting Engineers, Inc., Newington, Connecticut, on file in the Bristol Town Clerk's Office as Map 959J, and being more particularly bounded and described as follows:

BEGINNING at a concrete monument in the northerly street line of Matthews Street, 531 feet, more or less, easterly of Clark Avenue and running along said northerly street line S 87°-37'-04" W, a distance of 198.21 feet to a drill hole in the concrete sidewalk; thence continuing along said street line N 67°-45'-27" W, a distance of 81.97 feet to a drill hole in the concrete sidewalk; thence continuing along said street line N 44°-48'-27" W, a distance of 250.61 feet to a hub and tack, said point being the intersection of the northerly street line of Matthews Street and the easterly street line of Clark Avenue; thence running along said easterly street line of Clark Avenue N 06°-33'-52" E, a distance of 212.50 feet to a iron pin; thence running along land now or formerly of Hillside Park Estates Condominiums N 82°-00'-43" E, a distance of 368.47 feet to an iron pin; thence running along land now or formerly of Harvest Hill Estates Condominiums S 07°-32'-52" E, a distance of 466.95 feet to the place or POINT OF BEGINNING.

XIII. HEALTHTRAX — EAST PROVIDENCE, RI

A. Address

15 Catamore Blvd., East Providence, RI 02914

B. Legal Description

That certain tract or parcel of land, with all the buildings and improvements thereon, situated on the Easterly side of Skycrest Avenue and Northwesterly side of Catamore Boulevard in the City of East Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point in the Easterly line of Skycrest Avenue which point is at a Southwesterly corner of the within described parcel and the Northwesterly corner of land now or formerly of Trustees of Bairos Family 1995 Revocable Trust;

THENCE: N 23°10'40" E, along the Easterly line of Skycrest Avenue a distance of 350.31 feet to other land now or formerly of K & N Associates;

THENCE: S 28°54'17" E, along the Southwesterly line of said K & N Associates and land now or formerly of Highland Associates a distance of 532.92 feet to a stake set in the Northwesterly line of Catamore Boulevard;

THENCE: S 61°05'43" W, along the Northwesterly line of Catamore Boulevard, a distance of 200.00 feet to another stake set in the Northwesterly line of Catamore Boulevard at a point of tangency with a curve having a radius of 408.32 feet and a central angle of 37°24'43";

Exhibit A

THENCE: Following the arc of said curve Southwesterly and Southerly, bounding Southeasterly and Easterly on Catamore Boulevard, an arc distance of 266.62 feet to the Northwesterly corner of land now or formerly of CBS, Inc.;

THENCE: N 64°46'39" W, along said CBS, Inc. land, a distance of 66.57 feet to the Southeasterly corner of land now or formerly of James and Francis Swallow;

THENCE: N 23°10'40" E, bounding Westerly on said Swallow Land, on land now or formerly of George L. and Hilda Connors, land now or formerly of Marilyn R. Fisher, land now or formerly of Robert R. and Carol A. Anderson, and land now or formerly of said Trustees of Bairos Family 1995 Revocable Trust, a distance of 379.91 feet to the Northeasterly corner of said Last-Named Land;

THENCE: N 66°49'20" W, bounding Southerly on said Trustees of Bairos Family 1995 Revocable Trust a distance of 144.80 feet to the point of beginning.

TOGETHER WITH reciprocal rights set forth in Book 673 at page 180.

XIV. HEALTHTRAX — ENFIELD, CT

A. Address

3 Weymouth Road, Enfield, CT 06082

B. Legal Description

Land situated in the County of Hartford, State of Connecticut, more particularly described as:

Those two certain pieces or parcels of land, with the buildings and improvements thereon and appurtenants thereto belonging or in any way appertaining, situated in the Town of Enfield, County of Hartford and State of Connecticut, bounded and described as follows:

FIRST PIECE:

Beginning at a point in the southerly line of land of the State of Connecticut at the northeast corner of land now or formerly of James M. Ranta; thence running N 79° 05' 41" E along said land of the State of Connecticut, a distance of 213.11 feet to a Connecticut Highway Department stone bound; thence running in a curve to the left having a radius of 265.00 feet along land of the State of Connecticut, a distance of 304.00 feet to a point; thence running S 81° 57' 56" E along land now or formerly of Matthew Alaimo, a distance of 568.83 feet to a point; thence running S 7° 37' 55" W along land now or formerly of Gerald R. Simpkins, a distance of 381.96 feet to a point; thence running N 80° 26' 59" W along lands now or formerly of James M. Ranta, Hans J. Eilmus, James Creelman, Eugene Osik, Francis J. Zator, partly by each, a total distance of 632.00 feet to a point; thence running N 83° 18' 29" W along the Second Piece herein described and lands now or formerly of Carl A. Falk, Anna B. Boudreau and Edmund F. Moncevicus, partly by each, a total distance of 323.95 feet to a point; and thence running N 11° 30' 17" E along land now or formerly of James M. Ranta, a distance of 77.76 feet to the point and place of beginning.

Exhibit A

SECOND PIECE:

Beginning at the fifth of the six points described above, located on the southerly boundary of the First Piece described above at the northwest corner of land now or formerly of Francis J. Zator; thence running S 7° 16' 59" W along said land now or formerly of Francis J. Zator a distance of 300.00 feet to a point, thence running N 82° 07' 33" W along Weymouth Road a distance of 15.00 feet to a point; thence running N 7° 16' 59" E along land now or formerly of Carl A. Falk a distance of 300.00 feet to a point; thence running S 83° 18' 29" E along the First Piece herein described a distance of 15.00 feet to the point and place of beginning.

Together with a right of way over an area designated "Bituminous Drive" on a certain map or plan as reserved in a certain deed from Enfield Land Associates to Joseph R Pepe, Trustee, recorded in Volume 404 at Page 39 of the Enfield Land Records, and as further set forth in a certain easement from Vera E. Bidwell to Enfield Land Associates dated May 5, 1976 and recorded in Volume 417 at Page 455 of the Enfield Land Records.

Together with a right of way set forth in an instrument dated December 18, 1978 and recorded in Volume 329 at Page 16 of the Enfield Land Records, and drainage easements from Matthew C. Alaimo to Enfield Systems, Inc. dated November 8, 1974 and June 27, 1979 and recorded in Volume 391 at Page 487, and in Volume 444 at Page 1061, respectively, of the said Land Records.

Together with an Easement from Francis J. Zator and Julia U. Zator dated March 17, 1988 and recorded in Volume 570 at Page 816 of the Enfield Land Records.

For a further description, reference is hereby made to a map entitled "Plan Prepared for Healthtrax International 3 Weymouth Road Enfield, Conn. Kasper Associates, Inc. Vernon, CT Scale 1" = 4' Nov. 1986 Proj. No. V-1078-A", revised November 24, 1986 and December 1, 1986, which map is on file in the Enfield Land Records.

XV. HEALTHTRAX — NEWINGTON, CT

A. Address

375 E Cedar Street, Newington, CT 06111

B. Legal Description

All that certain piece or parcel of land located on the south side of East Cedar Street (a.k.a. Conn. Route 175) in the Town of Newington, County of Hartford and State of Connecticut, depicted on a map entitled "ALTA/ACSM Land Title Survey Healthtrax Fitness & Wellness" prepared by A-N Consulting Engineers, Inc., Newington, Connecticut, dated March 30, 1998, Scale 1" = 20', Sheet 1 of 1, sealed by Jeffrey W. Davis, P.E.L.S. Connecticut License No. 15807, and more particularly described as follows:

Beginning at a C.D.O.T. monument in the southerly street line of East Cedar Street, 500 feet, more or less, westerly of the Berlin Turnpike and running along land now or formerly of Dinu P.

Exhibit A

Dave S 06° 47' 53" E, a distance of 267.60 feet to an iron pin; thence running along land now or formerly of Frederick H. Callahan S 80° 09' 57" W, a distance of 145.56 feet to an iron pin; thence continuing along land of said Callahan S 79° 36' 17" W, a distance of 132.87 feet to a P.K. nail in the pavement; thence running along land now or formerly of Kenneth G. & Anne E. Kelly N 08° 10' 33" W, a distance of 281.74 feet to a C.D.O.T. monument in the southerly street line of East Cedar Street; thence running along said street line in a generally easterly direction along a curve to the left having a radius of 2,062.20 feet, an interior angle of 7° 55' 06", a tangent distance of 142.73 feet, an arc length of 285.00 feet, a chord length of 284.77 feet, and a chord bearing of N 82° 10' 40" E to a C.D.O.T. monument; thence running along said street line S 06° 59' 30" E, a distance of 3.10 feet to the place or point of beginning.

XVI. HEALTHTRAX — WARWICK, RI

A. Address

2191 Post Road, Warwick, RI 02886

B. Legal Description

That certain tract or parcel of land with all buildings and improvements thereon, located in the City of Warwick, County of Kent, State of Rhode Island, bounded and described as follows:

Beginning at a point being 50.87 feet left of Post Road Baseline Station 59+50.90 as shown on State Highway Plat No. 2331, said point being the most southeasterly corner of the parcel hereby described;

Thence: turning S 86° 22' 22" W, bounded southwesterly by land now or formerly of Chelo Realty, Inc., a distance of 26.03 feet to a point;

Thence: S 75° 09' 09" W, 76.65 feet to a point of curvature;

Thence: running generally northwesterly and northerly direction along the arc of a right hand curve, having a radius of 37.50 feet, an arc distance of 58.90 feet to a point of tangency;

Thence: S 75° 09' 09" W, bounded southerly by other land now or formerly of Chelo Realty, Inc. a distance of 454.65 feet to a point in the easterly line of land now or formerly of National Railroad Passenger Corp., the last four courses being bounded by other land now or formerly of Chelo Realty, Inc.;

Thence: N 02° 18' 14" W, bounded westerly by said National Railroad Passenger Corp. land, a distance of 245.87 feet to a point;

Thence: N 75° 09' 09" E, bounded northerly by the Airport Connector Road, so-called, a distance of 488.76 feet to a point;

Exhibit A

Thence: S 14° 50' 51" E, bounded easterly in part by land now or formerly of Harold S. & Isabell M. Gold and in part by Post Road, 103.09 feet to a point;
Thence: S 64° 28' 16" W, bounded southerly by said Post Road, 20.82 feet to a point of curvature;
Thence: running generally southwesterly direction along the arc of a left hand curve, having a radius of 100.00 feet, an arc distance of 45.38 feet to a point of compound curvature;
Thence: running generally southwesterly direction along the arc of a right hand curve, having a radius of 35.00 feet, an arch distance of 18.05 feet to a point;
Thence: S 17° 13' 24" E, 137.90 feet to a point;
Thence: N 75° 11' 00" E, 86.98 feet to a point of curvature;
Thence: running generally southeasterly direction along the arc of a right hand curve, having a radius of 99.50 feet, an arc distance of 33.51 feet to a point of tangency;
Thence: S 47° 46' 45" E, 8.87 feet to the place of beginning, the last 7 (seven) lines bounding on said Post Road.

XVII. HEALTHTRAX — WEST SPRINGFIELD, MA

A. Address

149 Ashley Avenue, West Springfield, MA 01089

B. Legal Description

A certain parcel of land located in West Springfield, Hampden County, Massachusetts, being shown on a plan entitled "ALTA/ACSM TITLE SURVEY, West Springfield Club Properties, Inc., 155 Ashley Avenue, West Springfield, Massachusetts", prepared by John K. Somers, Professional Land Surveyor, West Springfield, Massachusetts, dated August 6, 1996, revised February 10, 1997, updated April 30, 1998, Scale 1" = 30', Sheet 1 of 1, recorded with the Hampden County Registry of Deeds of Book of Plan 302, Plan 32, and more particularly described as follows:

Beginning as a point on the westerly side of Ashley Avenue at the southeast corner of the parcel herein described, said point being 10.78 feet Westerly of an iron pipe;

Thence running N 60° 47' 46" W, a distance of 439.22 feet to an iron pipe;

Thence turning and running N 21° 59' 20" E, a distance of 208.75 feet to an iron pipe;

Exhibit A

Thence turning and running S 60° 53' 29" E, a distance of 513.72 feet to an iron pipe;

Thence turning and running S 42° 16' 27" W, a distance of 213.43 feet to the point of beginning.

XVIII. MOUNTAIN VIEW — IDAHO FALLS, ID

A. Address

2325 Coronado Street, Idaho Falls, ID 83404

B. Legal Description

Lot 3 in Block 5 of Channing Way Addition, Division No. 5, to the City of Idaho Falls, according to the official plat thereof, recorded on July 19, 1999 as Instrument No. 1002126, filed in Official Records of Bonneville County, Idaho.

XIX. PIONEER VALLEY — WEST VALLEY CITY, UT

A. Address

3460 South Pioneer Parkway, West Valley City, UT 84120

B. Legal Description

Parcel 1:

BEGINNING at a point South 89°56'54" West 1054.1 feet and North 0°04'58" West 173.0 feet from the Southeast corner of Section 30, Township I South, Range 1 West, Salt Lake Base and Meridian, (said point also being on the Westerly line of 4155 West Street), which point is also the Northeast corner of the HCA Properties, Inc. property contained in that certain Warranty Deed recorded September 11, 1981 as Entry No. 3603565, in Book 5291, at Page 153 of the Official Records; and running thence West along said HCA Properties, Inc., North boundary line, 100.00 feet to the Northwest corner of the HCA Properties, Inc. property; thence along the West boundary of the said HCA Properties, Inc. property South 0°04'58" East 140.0 feet to the North line of 3500 South Street; thence along said North line of said 3500 South Street South 89°56'54" West 171.0 feet to a point on the West line of the Southeast quarter of the Southeast quarter of said Section 30; thence along said West line North 1295 feet to the 1/16 Section line; thence East 425.88 feet, more or less, to a point on the West line of vacated 4155 West Street; thence along said West line South 0°05' East 150.24 feet, more or less, to a point of tangency with a 144.69 foot radius curve to the right; thence Southwesterly 124.27 feet along said curve to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of tangency with a 205.32 foot radius curve to the left; thence Southwesterly 175.79 feet along said curve to a point of tangency; thence South 723.44 feet to the point of BEGINNING.

TOGETHER WITH the West one-half of the vacated street (4155 West Street) abutting a portion of the said property on the East.

Exhibit A

EXCEPTING THEREFROM the following described property conveyed to National Health Investors, Inc. in that certain Special Warranty Deed recorded March 2, 1993 as Entry No. 5445234, in Book 6613, at Page 1040 of the Official Records, to-wit: BEGINNING at a point on the West line of the Southeast quarter of the Southeast quarter of Section 30, said point being South 89°56'54" West along the Section line 1323.97 feet and North 0°08'49" West 1093.53 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°08'49" West along said West line 234.16 feet to the Northwest corner of the Southeast quarter of the Southeast quarter of said Section 30; thence North 89°57'12" East along the North line of said Southeast quarter of the Southeast quarter 279.72 feet; thence South 0°08'49" East 113.80 feet; thence South 45°08'49" East 43.64 feet; thence South 00°08'49" East 6.02 feet; thence North 89°51'11" East 6.02 feet; thence South 45°08'49" East 109.16 feet to a point on a curve to the right, the radius point of which bears North 53°23'53" West 144.69 feet; thence Southwesterly along the arc of said curve 31.63 feet to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of a 205.32 foot radius curve to the left; thence Southwesterly along the arc of said curve 37.77 feet; thence North 45°08'49" West 186.99 feet; thence South 89°51'11" West 5.23 feet; thence South 0°08'49" East 62.88 feet; thence South 89°51'11" West 179.63 feet to the point of BEGINNING.

Parcel 2:

BEGINNING at a point on the North right of way line of 3500 South Street and the West right of way line of 4155 West Street, said point being South 89°56'54" West 1057.25 feet, more or less, and North 0°03'06" West 33 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°03'06" West along said West right of way line 140.0 feet, more or less, to the Southerly boundary line of the Valley West Hospital, Inc. property as described in that certain Warranty Deed recorded January 26, 1979 as Entry No. 3229774, in Book 4806, at Page 585, Salt Lake County Recorder's Office; thence South 89°56'54" West along said South boundary line 100.0 feet, more or less, to an Easterly boundary line of Valley West Hospital's property as described in the Warranty Deed described hereinabove; thence South 0°03'06" East along said East boundary line 140.0 feet, more or less, to the North right of way line of 3500 South Street; thence North 89°56'54" East along said North right of way line 100.00 feet, more or less, to the point of BEGINNING,

Parcel 3:

BEGINNING at a point 885.275 feet West and 33 feet North from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West along the North line of 3500 South Street 108.525 feet, more or less, to the East line of 4155 West Street; thence North 0°04'58" West along said East line 167 feet; thence North 89°56'54" East 108.525 feet, more or less; thence South 167 feet to the point of BEGINNING.

Parcel 4:

BEGINNING at a point South 89°56'54" West 994.1 feet and North 0°04'58" West 283.0 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian, (which point of beginning is on the Easterly line of 4155 West Street); and running thence North 0°04'58" West 365 feet; thence East 300 feet; thence North 0°04'58" West 320.0 feet; thence West 275.99 feet to a point on a 145.32 foot radius curve to the right; thence Northeasterly 39.70 feet along said curve to a point of tangency; thence North 49°07'42" East

Exhibit A

38.22 feet to a point on a 204.69 foot radius curve to the left; thence Northeasterly 175.81 feet along said curve to a point of tangency; thence North 0°05' West 150.28 feet, more or less, to the 1/16 Section line; thence East 343.88 feet, more or less; thence South 710.0 feet; thence West 32.88 feet; thence South 265.255 feet; thence South 89°56'54" West 285.00 feet; thence South 0°04'58" East 70.00 feet; thence South 89°56'54" West 180.53 feet to the point of BEGINNING.

EXCEPTING THEREFROM that portion located within the bounds of 3390 South Street (also known as Pioneer Parkway).

TOGETHER WITH the East one-half of the vacated street (4155 West Street) abutting a portion of said property on the West.

Parcel 5:

BEGINNING at a point North along the Section line 796.505 feet and West 170.35 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 324.65 feet; thence North 178.25 feet; thence East 324.65 feet; thence South 178.25 feet to the point of BEGINNING.

Parcel 6:

BEGINNING at point in the center of 4000 West Street 618.255 feet North of the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 178.25 feet; thence West 495 feet; thence South 178.25 feet; thence East 495 feet to the point of BEGINNING.

EXCEPTING THEREFROM those portions located within the bounds of 4000 West Street and 3390 South Street (also known as Pioneer Parkway).

XX. SHILOH HEALTH SERVICES — PLAQUEMINE, LA

A. Address

59355 River West Drive, Plaquemine, LA 70764

B. Legal Description

Tract I-B

A certain tract or parcel of ground, together with all the buildings and improvements thereon, situated in Iberville Parish, Louisiana, being a portion of Lots 12 & 13 of St. Louis Plantation, located in Sections 43 & 44, Township 9 South, Range 12 East, Southeastern Land District of Louisiana, West of the Mississippi River which is designated as Tract I-B according to a "Map Showing As-Built Survey of Tract I-B, 1-C, and Portion of the Southern 40' of an 80' Access Servitude" made by Rodi & Songy, Inc., Consulting Engineers and Land Surveyors, dated October 7, 1992, a copy of which is on file and of record in the office of the Clerk of Court of Iberville Parish, Louisiana, which is described more particularly according to said map, as follows:

Exhibit A

Commencing at a point being the southerly corner of Lot 13 of St. Louis Plantation as shown on survey by Earl Porter dated March 20, 1947; said point also being the Point of Beginning.

Thence proceed South 45 degrees 58' 30" West a distance of 139.69 feet to a point; thence proceed North 23 degrees 31' 25" West a distance of 34.91 feet to a point; thence proceed 481.52 feet along the arc of a curve to the left having a radius of 1949.86 feet (Chord North 31 degrees 53' 04" West 480.30 feet); thence proceed North 49 degrees 51' 56" East a distance of 64.77 feet to a point; thence proceed 71.56 feet along the arc of a curve to the left having a central angle of 3 degrees 56' 33" and a radius of 1040.00 feet; thence proceed North 45 degrees 55' 23" East a distance of 382.31 feet to a point; thence proceed 122.68 feet along the arc of a curve to the left having a central angle of 20 degrees 40' 28" and a radius of 340.00 feet to a point; thence proceed North 25 degrees 14' 55" East a distance of 32.18 feet to a point; thence proceed 76.27 feet along the arc of a curve to the right having a radius of 260.00 feet (Chord North 33 degrees 39' 05" East 75.99 feet); thence proceed South 44 degrees 4' 37" East a distance of 74.40 feet to a point; thence proceed North 45 degrees 55' 23" East a distance of 155.00 feet to a point; thence proceed South 44 degrees 4' 37" East a distance of 110.00 feet to a point; thence proceed North 45 degrees 55' 23" East a distance of 174.00 feet to a point; thence proceed North 44 degrees 4' 37" West a distance of 185.00 feet to a point; thence proceed North 45 degrees 55' 23" East a distance of 35.00 feet to a point; thence proceed South 44 degrees 41' 12" East a distance of 540.78 feet to a point; thence proceed South 45 degrees 18' 19" West a distance of 479.29 feet to a point; thence proceed South 45 degrees 58' 30" West a distance of 607.22 feet to the Point of Beginning.

Tract 1-C

A certain tract or parcel of ground, together with all the buildings and improvements thereon, situated in Iberville Parish, Louisiana, being a portion of Lots 12 & 13 of St. Louis Plantation, located in Sections 43 & 44, Township 9 South, Range 12 East, Southeastern Land District of Louisiana, West of the Mississippi River which is designated as Tract I-C according to a "Map Showing As-Built Survey of Tract I-B, I-C, and Portion of the Southern 40' of an 80' Access Servitude" made by Rodi & Songy, Inc., Consulting Engineers and Land Surveyors, dated October 7, 1992, a copy of which is on file and of record in the office of the Clerk of Court of Iberville Parish, Louisiana, which is described more particularly according to said map, as follows:

Commencing at a point being the southerly corner of Lot 13 of St. Louis Plantation as shown on survey by Earl Porter dated March 20, 1947; thence proceed South 45 degrees 58' 30" West a distance of 139.69 feet to a point; thence proceed North 23 degrees 31' 25" West a distance of 34.91 feet to a point; thence proceed 563.41 feet along the arc of a curve to the left having a central angle of 16 degrees 33' 20" and a radius of 1949.86 feet to a point, said point also being the Point of Beginning.

Thence proceed North 35 degrees 24' 56" West a distance of 99.26 feet to a point; thence proceed North 41 degrees 01' 14" West a distance of 138.41 feet to a point; thence proceed North 47 degrees 00' 07" East a distance of 687.73 feet to a point; thence proceed North 45 degrees 55' 23" East a distance of 54.68 feet to a point; thence proceed South 44 degrees 41' 12"

Exhibit A

East a distance of 182.01 feet to a point; thence proceed South 45 degrees 55' 23" West a distance of 11.78 feet to a point; thence proceed 122.68 feet along the arc of a curve to the left having a central angle of 20 degrees 40' 28" and a radius 340.00 feet to a point; thence proceed South 25 degrees 14' 55" West a distance of 32.18 feet to a point; thence proceed 93.82 feet along the arc of a curve to the right having a central angle of 20 degrees 40' 28" and a radius of 260.00 feet to a point; thence proceed South 45 degrees 55' 23" West a distance of 382.31 feet to a point; thence proceed 66.06 feet along the arc of a curve to the right having a central angle of 3 degrees 56' 33" and a radius of 960.00 feet to a point; thence proceed South 49 degrees 51' 56" West a distance of 64.77 feet to a point; thence proceed 1.88 feet along the arc of a curve to the left having a radius of 1949.86 feet (Chord North 41 degrees 20' 15" West 1.88 feet) to the Point of Beginning.

Tract I-D-2

A certain tract or parcel of ground, together with all the buildings and improvements thereon, situated in Iberville Parish, Louisiana, known as Tract I-D-2 as shown on the Map Showing Resubdivision of Tract I-D-1 into Tracts I-D-I and I-D-2 prepared by Michael B. Songy, PLS, dated October 13, 1993 and recorded on December 27, 1993 in Conveyance Book 465, Entry 63, Iberville Parish, Louisiana, which is described more particularly according to said map, as follows:

Commence at an iron rod marking the southeasterly corner of Tract I-D-1 situated on the northwesterly right of way line of a 80 foot servitude of passage for the point of beginning; proceed North 44° 41' 12" West a distance of 182.01 feet to an iron pipe and corner; thence South 45° 55' 23" West a distance of 333.73 feet to an iron pipe and corner; thence South 44° 41' 12" East a distance of 32 feet to an iron pipe and corner; thence North 45° 55' 23" East a distance of 263.73 feet to an iron pipe and corner; thence South 44° 41' 12" East a distance of 70 feet to an iron pipe and corner; thence North 45° 55' 23" East a distance of 50.00 feet to an iron pipe and corner; thence South 44° 41' 12" East a distance of 80.01 feet to an iron pipe on the northwesterly right of way of said servitude of passage and corner; thence North 45° 55' 23" East along said right of way line a distance of 20.00 feet to an iron rod and the point of beginning.

Portion of the Southern 40' of an 80' Access Servitude

A certain tract or parcel of ground, together with all the buildings and improvements thereon, situated in Iberville Parish, Louisiana, being a portion of Lots 12 & 13 of St. Louis Plantation, located in Sections 43 & 44, Township 9 South, Range 12 East, Southeastern Land District of Louisiana, West of the Mississippi River which is designated as a Portion of the Southern 40' of an 80' Access Servitude according to a "Map Showing As-Built Survey of Tract I-B, I-C, and Portion of the Southern 40' of an 80' Access Servitude" made by Rodi & Songy, Inc., Consulting Engineers and Land Surveyors, dated October 7, 1992, a copy of which is on file and of record in the office of the Clerk of Court of Iberville Parish, Louisiana, which is described more particularly according to said map, as follows:

Commencing at a point being the southerly corner of Lot 13 of St. Louis Plantation as shown on survey by Earl Porter dated March 20, 1947; thence proceed South 45 degrees 58' 30" West a distance of 139.69 feet to a point; thence proceed North 23 degrees 31' 25" West a distance of

Exhibit A

34.91 feet to a point; thence proceed 481.52 feet along the arc of a curve to the left having a radius of 1949.86 feet (Chord North 31 degrees 53' 04" East 480.30 feet) to a point, said point also being the Point of Beginning.

Thence proceed 40.00 feet along the arc of a curve to the left having a radius of 1949.86 feet to a point; thence proceed North 49 degrees 51' 56" East a distance of 64.77 feet to a point; thence proceed 68.81 feet along the arc of a curve to the left having a central angle of 3 degrees 56' 33" and a radius of 1000.00 feet to a point; thence proceed North 45 degrees 55' 23" East a distance of 382.31 feet to a point; thence proceed 108.25 feet along the arc of a curve to the left having a central angle of 20 degrees 40' 28" and a radius of 300.00 feet to a point; thence proceed North 25 degrees 14' 55" East a distance of 32.18 feet to a point; thence proceed 108.25 feet along the arc of a curve to the right having a central angle of 20 degrees 40' 28" and a radius of 300.00 feet to a point; thence proceed North 45 degrees 55' 23" East a distance of 345.99 feet to a point; thence proceed South 44 degrees 41' 12" East a distance of 40.00 feet to a point; thence proceed South 45 degrees 55' 23" West a distance of 346.46 feet to a point; thence proceed 93.82 feet along the arc of a curve to the left having a central angle of 20 degrees 40' 28" and a radius of 260.00 feet to a point; thence proceed South 25 degrees 14' 55" West a distance of 32.18 feet to a point; thence proceed 122.68 feet along the arc of a curve to the right having a central angle of 20 degrees 40' 28" and a radius of 340.00 feet to a point; thence proceed South 45 degrees 55' 23" West a distance of 382.31 feet to a point; thence proceed 71.56 feet along the arc of a curve to the right having a central angle of 3 degrees 56' 33" and a radius of 1040.00 feet to a point; thence proceed South 49 degrees 51' 56" West a distance of 64.77 feet to the Point of Beginning, less and except that portion of the 40 foot strip adjacent to Tract I-A.

Servitudes for the right to pass on, under, over and through that tract of land forty feet in width of the Cardinal-Granada Family described in the act referenced below, together with the right to lay, maintain, inspect, operate, repair, alter, remove and replace pipes, sewer lines, utility poles and fixtures and all appurtenances and necessary lines, fixtures, fittings, meter and other improvements and equipment as may be necessary or convenient for access and for the provision of utilities and other services established by virtue of Act Establishing Servitudes dated February 28, 1983 between Rhodes J. Spedale General Hospital, Inc. and Anthony Cardinal, et als, which act was recorded in Book 341, Entry No. 260 of the conveyance records of Iberville Parish, Louisiana.

A 7.5 foot wide by 74.40 feet in length drainage and utility servitude located on Tract I-A, and a 20 foot wide by 185 foot long drainage and utility servitude both described by and established in the Act of Sale dated March 3, 1983 from Rhodes J. Spedale General Hospital, Inc. to RWB Medical Properties Limited Partnership II recorded in Book 341, Entry No. 290 as amended by Notarial Act of Correction recorded in Book 426, Entry No. 20.

Excepting Therefrom the Following:

ONE CERTAIN LOT OR PARCEL OF GROUND, together with all buildings and improvements located thereon, situated in the Parish of Iberville, State of Louisiana, and being more particularly described as Tract 1-C-A of Belleview Farms, located in Section 44, Township 9 South, Range 12 East, Iberville Parish, Louisiana, according to a map or plat entitled "Map Showing Resubdivision of Tract 1-C into Tracts 1-C-A & 1-C-B of Belleview Farms, located in

Exhibit A

Section 44, T-9-S, R-12-E, Iberville Parish, Louisiana for Dugas-Sturlese-Zuschlag Partnership”, made by Evans-Graves Engineers, Inc., Engineering Consultants, dated March 29, 1994, which is described more particularly according to said map as follows:

Commencing at a point which is the most southwesterly corner of Tract 1-C, according to a map entitled “Map Showing As-Built Survey of Tract I-B, 1-C and Portion of the Southern 40’ of an 80’ Access Servitude”, made by Rodi & Songy, Inc., Consulting Engineers and Land Surveyors, dated October 2, 1992, a copy of which is on file and of record in the Office of the Clerk of Court of Iberville Parish, Louisiana, which is the intersection of the rights-of-way of La. Hwy. 992-3 and River West Drive, proceed North 35° 24’ 56” West a distance of 99.26’ to a point and corner; thence proceed North 41° 01’ 14” West a distance of 18.41’ to a point and corner, all the foregoing being along the easternmost right-of-way of La. Hwy. 992-3; thence proceed North 45° 55’ 23” East a distance of 105’ to a point and corner; thence proceed South 44° 04’ 37” East a distance of 125.07’ to a point and corner; thence proceed along the northerly boundary of the right-of-way of River West Drive South 48° 10’ 51” West a distance of 56.48’ to a point and corner; thence, continuing along the northerly boundary of such right-of-way, proceed South 49° 51’ 56” West a distance of 64.77’ to the point of beginning.

and

A certain tract or parcel of land designated as Tract 1-C-B-2, containing .96 acres, being a portion of Belleview Farms property lying in Section 44, Township 9 South, Range 12 East, Iberville Parish, Louisiana according to a map or plat entitled “Map Showing Subdivision of Tract 1-C-B Containing 3.30 Acres into Tracts 1-C-B-1 & 1-C-B-2 Belleview Farms,” made by John Dunlap Land Surveying, Inc., dated 11/18/04, a copy of which is recorded in COB 566, Entry 75 of the official records of Iberville Parish, Louisiana (“Dunlap Survey”), which is more particularly described as follows:

Point of Commencement and Point of Beginning being the northeast intersection of Plaza Drive and River West Drive;

thence proceed North 40° 1’ 13” West, a distance of 232.78 feet to a point and corner;

thence proceed North 47° 00’ 07” East, a distance of 145.67 feet to a point and corner;

thence proceed North 45° 55’ 23” East, a distance of 54.68 feet to a point and corner;

thence proceed South 44° 41’ 12” East a distance of 182.01 feet to a point and corner;

thence proceed South 45° 55’ 23” West, a distance of 11.78 feet to a point and corner;

thence proceed in a curve to the left with a radius of 340.00 feet, a chord bearing of South 35° 35’ 09” West, a chord distance of 122.02 feet and an arc length of 122.68 feet to a point and corner;

thence proceed South 25° 14’ 55” West, a distance of 32.18 feet to a point and corner;

Exhibit A

thence proceed in a curve to the right with a radius of 260.00 feet, a chord bearing of South $31^{\circ} 37' 14''$ West, a chord distance of 57.71 feet and an arc length of 57.83 feet to the Point of Beginning.

Exhibit A

THIRD AMENDMENT TO
PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS

BY AND BETWEEN

THE SELLER PARTIES IDENTIFIED HEREIN

(“Seller”)

and

THE BUYER PARTIES IDENTIFIED HEREIN

(“Buyer”)

Dated effective as of April 17, 2008

**THIRD AMENDMENT TO
PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Amendment") is made effective as of April 17, 2008 (the "Effective Date") by and between HCP, INC. (formerly known as Health Care Property Investors, Inc.), a Maryland corporation ("HCP"), FAEC HOLDINGS (BC), LLC, a Delaware limited liability company ("FAEC"). HCPI TRUST, a Maryland real estate trust ("HCPI"), HCP DAS PETERSBURG VA, LP, a Delaware limited partnership ("HCPDAS"), and TEXAS HCP HOLDING, L.P., a Delaware limited partnership ("THH", and together with HCP, HCPI, HCPDAS and FAEC collectively, the "Seller"), and MPT OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, MPT OF CHERAW, LLC, a Delaware limited liability company, MPT OF IDAHO FALLS, LLC, a Delaware limited liability company, MPT OF BENNETTSVILLE, LLC, a Delaware limited liability company, MPT OF CLEVELAND, TEXAS, L.P, a Delaware limited partnership, MPT OF WEBSTER, L.P., a Delaware limited partnership, MPT OF TUCSON, LLC, a Delaware limited liability company, MPT OF BOSSIER CITY, LLC, a Delaware limited liability company, MPT OF WICHITA, LLC, a Delaware limited liability company, MPT OF BRISTOL, LLC, a Delaware limited liability company, MPT OF ENFIELD, LLC, a Delaware limited liability company, MPT OF NEWINGTON, LLC, a Delaware limited liability company, MPT OF PROVIDENCE, LLC, a Delaware limited liability company, MPT OF WARWICK, LLC, a Delaware limited liability company, MPT OF SPRINGFIELD, LLC, a Delaware limited liability company d/b/a MPW-MPT of Springfield, MPT OF FT. LAUDERDALE, LLC, a Delaware limited liability company, MPT OF POPLAR BLUFF, LLC, a Delaware limited liability company, and MPT of WEST VALLEY CITY, LLC, a Delaware limited liability company (collectively the "Buyer").

RECITALS

A. Buyer and Seller entered into that certain Purchase and Sale Agreement and Escrow Instructions, dated as of March 13, 2008, as amended by that certain First Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of March 28, 2008, and that certain Second Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of April 1, 2008 (as amended, the "Purchase Agreement"), for the purchase and sale of certain properties more particularly described therein. All capitalized terms used but not defined in this Amendment shall have the same meanings as set forth in the Purchase Agreement,

B. Buyer and Seller wish to amend the Purchase Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree that the Purchase Agreement is amended as follows:

1. Legal Descriptions. The parties agree that Exhibit A-1 to the Purchase Agreement is hereby replaced in its entirety by Exhibit A attached hereto.

2. Name Change to HCPI/Idaho Falls, LLC. Within 60 days of the Effective Date, Buyer hereby agrees to cause MPT of Idaho Falls, LLC, a Delaware limited liability company, to change the name of HCPI/Idaho Falls, LLC in accordance with the terms of Section 1.2 of the Operating Agreement so that such name does not include "HCPI" or "HCP" therein.
3. Continuity of Purchase Agreement. Except as amended by this Amendment, the Purchase Agreement remains in full force and effect and is hereby ratified and confirmed.
4. Counterparts. This Amendment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
5. Electronically Transmitted Signatures. Telecopied signatures or signatures sent by electronic mail may be used in place of original signatures on this Amendment. Seller and Buyer intend to be bound by the signatures on the telecopied or electronically mailed document, are aware that the other party will rely on the telecopied or electronically mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature. Following any facsimile or electronic mail transmittal, the party shall promptly deliver the original instrument by reputable overnight courier in accordance with the notice provisions of the Purchase Agreement.
6. Severability. If any provision of this Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment shall nonetheless remain in full force and effect.
7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to any principle or rule of law that would require the application of the law of any other jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Effective Date.

SELLER:

HCP, INC.,
a Maryland corporation

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

FAEC HOLDINGS (BC), LLC,
a Delaware limited liability company

By: HCP, INC., a Maryland corporation
its Sole Member

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

HCP DAS PETERSBURG VA, LP,
a Delaware limited partnership

By: HCP DAS PETERSBURG VA GP, LLC,
a Delaware limited liability company, its
General Partner

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

TEXAS HCP HOLDING, L.P.,
a Delaware limited partnership

By: TEXAS HCP G.P., INC., a Delaware
corporation, its General Partner

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

Signature Page

HCPI TRUST,
a Maryland real estate trust

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

Signature Page

BUYER:

MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership

By: /s/ Emmett E. McLean

Name: Emmett E. McLean

Its: Executive Vice President and COO

MPT OF BENNETTSVILLE, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean

Name: Emmett E. McLean

Its: Executive Vice President and COO

MPT OF CHERAW, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean

Name: Emmett E. McLean

Its: Executive Vice President and COO

Signature Page

MPT OF CLEVELAND, TEXAS, L.P.,
a Delaware limited partnership

By: MPT OF CLEVELAND, TEXAS LLC,
a Delaware limited liability company,
its General Partner

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF BOSSIER CITY, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF TUCSON, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

Signature Page

MPT OF WEBSTER, L.P.,
a Delaware limited partnership

By: MPT OF WEBSTER LLC,
a Delaware limited liability company,
its General Partner

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF IDAHO FALLS, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF WICHITA, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

Signature Page

MPT OF BRISTOL, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF ENFIELD, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF NEWINGTON, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF PROVIDENCE, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

Signature Page

MPT OF WARWICK, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF SPRINGFIELD, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF FT. LAUDERDALE, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF WEST VALLEY CITY, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

Signature Page

MPT OF POPLAR BLUFF, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

Signature Page

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: /s/ James R. Lomenick

Name: James R. Lomenick

Title: Underwriting Counsel

National Commercial Services

First American Title Insurance Company

Signature Page

EXHIBIT A

EXHIBIT A-1

FEE PROPERTY DESCRIPTIONS AND ADDRESSES

I. COMMUNITY HEALTH SYSTEMS — BENNETTSTVILLE, SC

A. Address

1139 Cheraw Hwy., Bennettsville, SC 29512

B. Legal Description

MARLBORO COUNTY, SOUTH CAROLINA

Tract #1

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being within the corporate limits of the City of Bennettsville, Marlboro County, South Carolina, commencing at an iron on S.C. Highway 9 at a point 172.12 feet southeast of the intersection of S.C. Highway 9 and Oakwood Street, thence north 65°21'23" east for a distance of 146.25 feet to an iron at a corner; thence north 39°46'02" east for a distance of 436.08 feet to an iron at a corner; thence north 49°45'40" west for a distance of 250.53 feet to an iron at a corner on Oakwood Street; thence north 39°42'26" east for a distance of 298.68 feet to an iron at a corner, plus the width of an access road as shown on the hereinafter referenced plat; thence south 68°13'56" east for a distance of 1002.93 feet to an iron at a corner; thence south 21°38'44" west for a distance of 217.33 feet to an iron at a corner; thence north 87°39'12" west for a distance of 15.34 feet to an iron at a corner; thence south 55°27'09" west for a distance of 41.05 feet to an iron at a corner; thence south 17°07'39" east for a distance of 79.93 feet to an iron at a corner; thence south 03°25'15" east for a distance of 49.92 feet to an iron; thence south 02°47'36" west for a distance of 49.87 feet to an iron at a corner; thence north 87°35'12" west for a distance of 49.96 feet to an iron at a corner; thence south 02°44'00" west along Townsend Court for a distance of 563.53 feet to an iron at a corner; thence south 10°27'00" west along Townsend Court for a distance of 105.11 feet to an iron at a corner; thence south 25°27'45" west along Townsend Court for a distance of 104.93 feet to an iron at a corner; thence south 40°30'57" west along Townsend Court for a distance of 99.84 feet to an iron at a corner; thence south 53°31'27" west along Townsend Court for a distance of 100.00 feet to an iron at a corner; thence south 65°35'39" west along Townsend Court for a distance of 223.80 feet to an iron at a corner; thence south 65°33'27" west along Townsend Court for a distance of 75.26 feet to an iron at a corner; thence north 24°36'27" west for a distance of 349.57 feet to an iron at a corner; thence north 65°22'32" east for a distance of 197.60 feet to an iron at a corner; thence north 24°32'06" west for a distance of 300.01 feet to an iron at a corner; thence south 65°24'56" west for a distance of 399.92 feet to an iron at a corner on S.C. Highway 9; thence north 24°39'74" west for a distance of 560.20 feet along S.C. Highway 9 to the beginning iron and corner, and being generally bounded as follows: on the north by properties of Dr. S. Ansari, Jimmy Frazier and H.J.

Exhibit A

Munnerlyn, Inc.; on the east by properties of Alton Williams, City of Bennettsville, W. A. Rogers and Townsend Court; on the south by properties of Ervin Mumford, Church of Jesus-Christ of Latter Day Saints and S.C. Highway 9; and on the west by property of W. A. Rogers, H. E. Avent and Mark Avent, all of which will more particularly appear by reference to a Plat of the same made by John M. Jackson, III, P.L.S., on April 7, 1995, and recorded in Plat Book 50, at Page 59, in the office of the Clerk of Court of Marlboro County; EXCEPTING therefrom that certain parcel of land containing 0.034 acre, more or less, conveyed to the South Carolina Department of Transportation pursuant to that certain Deed dated August 15, 2005 and recorded October 6, 2005 as Instrument No. 17584 in Book 498 at Page 292 in Office of the Clerk of Court of Marlboro County, South Carolina.

Tract #2

All that certain piece, parcel or lot of land, with improvements thereon, lying and being situate in said County and State, shown and delineated as Tract #2 on a certain plat entitled "Marlboro County General Hospital, Inc.", made by John M. Jackson, III, R.L.S., dated December 1, 1981, revised December 22, 1982; said plat being of record in the office of the Clerk of Court for Marlboro County in Plat Book 37, at Page 104. Said lot of land is more particularly described as follows: Commencing at an iron 120 feet from Market Street, running thence N 25°30' W 175 feet to an iron; thence N 64°30' E 45 feet to an iron; thence N 30°23' E 175.6 feet to a marker; thence S 64°30' W 60 feet to the beginning corner.

II. COMMUNITY HEALTH SYSTEMS — CHERAW, SC

A. Address

Hwy 9 W, Cheraw, SC 29520

B. Legal Description

CHESTERFIELD COUNTY, SOUTH CAROLINA

Tract No. 1:

All that certain piece, parcel or tract of land, situate, lying and being just northwest of the Town of Cheraw, and in the County of Chesterfield, State of South Carolina, fronting on the south side of South Carolina Highway #9 for a distance of 800 feet and being more particularly described as follows:

Commencing at an iron on the right-of-way of South Carolina Highway #9 and at the common corner of the subject property and property of Charles Caulder, thence along a ditch S 23-41 W for a distance of 400 feet to an iron; thence S 23-52 W for a distance of 400 feet to an iron; thence S 24-26 W for a distance of 355.6 feet to an iron; thence S 43-24 W for a distance of 63.2 feet to an iron at a corner; thence N 67-00 W for a distance of 758.1 feet to an iron at a corner; thence N 23-00 E for a distance of 1214.7 feet to an iron at a corner on the right-of-way of South Carolina Highway #9; thence S 67-00 E for a distance of 800 feet to the beginning iron. The subject tract is generally bounded, now or formerly, as follows, to wit: on the North by the right-of-way of South Carolina Highway #9; on the East by property of Charles Caulder and the

Exhibit A

Nancy J. Caulder Estate; on the South by other property of Louise R. Gaddy and on the West by other property of Louise R. Gaddy, all as shown on the Map of Land Property of Louise R. Gaddy to be conveyed to Hospital Corporation of America made by Carl Maness, L. S., on January 9, 1981, which plat is to be recorded simultaneously with the deed from Louise R. Gaddy to Hospital Corporation of America. The tract herein contains 22.04 acres according to the above referenced plat.

EXCLUDING, HOWEVER,

All that certain piece, parcel or lot of land, situate, lying and being in the County of Chesterfield, State of South Carolina, containing 0.93 acre, more particularly described as follows: Commencing at an iron at the southern right-of-way of Highway SC-9 and running S 23-00-00 W for a distance of 593.18 feet to the point of beginning of the subject tract; thence beginning at an iron at the NW corner of subject 0.93 acre tract and running S 66-19-39 B for a distance of 229.63 feet along a paved roadway to a nail in the asphalt at the NE corner; thence turning and running S 23-00-00 W for a distance of 176.0 feet to an iron at the SE corner; thence turning and running N 66-19-39 W for a distance of 229.63 feet to an iron at the SW corner; thence turning and running N 23-00-00 E for a distance of 176.0 feet to the point of beginning. This property is described as Tract A on the drawing prepared for H. D. Jackson Co., Inc. by Van T. Cribb & Associates, dated 11/20/89, and was conveyed to Harold D. Jackson, Jr. Tract No. 2 below also is a part of the original 22.04 acres.

Tract No. 2:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being within the corporate limits of the Town of Cheraw, Chesterfield County, South Carolina, commencing on the right-of-way of S.C. Highway #9 at a point in the northwest corner of the hospital site of Chesterfield General Hospital, Inc., thence south 67°00' east for a distance of 150 feet along S.C. Highway #9 to an iron at a corner on Doctor's Drive; thence south 23°00" west for a distance of 290 feet along Doctor's Drive to an iron at a corner; thence north 67°00" west for a distance of 150 feet to an iron at a corner on a 60 foot dirt strip reserved for a road by Robert Mark Wright, the adjoining property owner; thence north 23°00" east for a distance of 290 feet along the said strip (a power line being approximately on the line) to the beginning iron and corner, and being generally bounded as follows: on the north by S.C. Highway #9; on the east by Doctor's Drive which is property of Chesterfield General Hospital, Inc. and is not a dedicated street; on the south by other property of Chesterfield General Hospital, Inc.; and on the west by property of Robert Mark Wright, all of which will more particularly appear by reference to a Map of the same made by Carl Maness, L. S., on October 29, 1986, and recorded in Plat Book 36, at Page 93, in the office of the Clerk of Court for Chesterfield County.

Tract No. 1 and Tract No. 2 are the same property shown on Plat of Land made by Carl Maness, L. S. on April 12, 1995, for Chesterfield General Hospital, Inc. and recorded in Plat Book 42, at Page 151, in the said Clerk's office.

Exhibit A

III. COMMUNITY HEALTH SYSTEMS — CLEVELAND, TX

A. Address

300 East Crockett Street, Cleveland, TX 77328

B. Legal Description

FIRST TRACT:

Being Lots Nos. One (1), Two (2), Three (3), Seven (7), Eight (8) in Block No. Eighteen (18) of the Nobel Garvey Subdivision in the City of Cleveland, Liberty County, Texas, according to plat of said subdivision of record in Vol. 1, page 63 of the Map Records of Liberty County, Texas.

SECOND TRACT:

All of Lot Nos. Four (4), Five (5) and Six (6) in Block No. Eighteen (18) of the Nobel Garvey Subdivision in the City of Cleveland, Liberty County, Texas, according to plat of record in Vol. 1, page 63 of the Map Records of Liberty County, Texas, SAVE AND EXCEPT the West fifty feet (W. 50') thereof, which was conveyed by J.M. Cadenhead et ux to E.L. Smith by Deed dated January 13, 1954, recorded in Vol. 399, page 322 of the Deed Records of Liberty County, Texas.

THIRD TRACT:

All Lot Nos. Ten (10), Eleven (11) and Twelve (12) in Block No. Eighteen (18) of said Noble Garvey Subdivision in the City of Cleveland, Liberty County, Texas, according to plat of record in Vol. 1, page 63 of the Map Record of Liberty County, Texas, SAVE AND EXCEPT the East 104 feet (E. 104') thereof which was conveyed by J.M. Cadenhead et ux to Etta B. Anderson by Deed dated May 8, 1945, recorded in Vol. 277, page 85 of the Deed Records of Liberty County, Texas.

FOURTH TRACT:

Being Lot No. Nine (9) in Block No. Eighteen (18) of the Nobel Garvey Subdivision in the City of Cleveland, Liberty County, Texas, according to map of record in Vol. 1, page 63 of the Map Records of Liberty County, Texas.

FIFTH TRACT:

All that certain lot, tract or parcel of land, being the East One-hundred Four feet (E. 104') of Lot Number Ten (10), Eleven (11) and Twelve (12) in Block Number Eighteen (18) of the NOBLE GARVEY SUBDIVISION in the City of Cleveland, Liberty County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 1 page 63 Map records of Liberty County, Texas.

SIXTH TRACT:

West Fifty feet of Lot Number Four (W-50' of 4) in Block Number Eighteen (18) of the NOBLE GARVEY SUBDIVISION in the City of Cleveland, Liberty County, Texas, as the same appears

Exhibit A

upon the map or plat thereof, on file and of record in Vol. 1, page 63 Map Records of Liberty County, Texas.

SAVE AND EXCEPT from Tracts 1 - 6, that portion of Block 18 that lies within the right-of-way limits of the Dayton-Cleveland Highway as described in right-of-way Deed dated March 22, 1940, from J.M. Cadenhead and et ux to the State of Texas, recorded in Vol. 248, page 114 of the Deed of Records of Liberty County Texas.

SEVENTH TRACT:

Being Lot Nos. Three (3), Four (4), Five (5), Nine (9) and Ten (10) in Block No. Fifteen (15) and Lot Nos. One (1), Two (2), Three (3), Six (6), Seven (7), Eight (8) and Nine (9) in Block No. Seventeen (17) of the Cox Subdivision in the City of Cleveland, Liberty County, Texas, according to map of said subdivision recorded in Vol. 1, page 63 of the Map Records of Liberty County, Texas.

EIGHTH TRACT:

Being Lot Nos. Six (6) and Seven (7) in Block No. Fifteen (15) of the Noble Garvey Subdivision of part of the Cox Addition to the City of Cleveland, Liberty County, Texas, according to plat of said subdivision of record in Volume 1, page 63 of the Map Records of Liberty County, Texas.

IV. CORNERSTONE HEALTH SYSTEMS — BOSSIER CITY, LA

A. Address

4900 Medical Drive, Bossier City, LA 71112

B. Legal Description

Tract "A"

A tract of land located in Section 14, Township 17 North, Range 13 West, Bossier Parish, Louisiana, being further described as follows: Beginning at a point on the East line of said Section 14, located 2,440.40 feet Southerly from the Northeast corner of said Section 14; run thence North 89°38'48" West a distance of 834.30 feet; run thence South 21°21'45" East a distance of 948.06 feet; run thence North 89°29'20" West a distance of 768.35 feet to the Point of Beginning of the tract herein described; run thence North 89°29'20" West a distance of 798.45 feet to a point on the Easterly right of way lines of Woodmont Blvd., as dedicated in Book 583, Page 281 (Inst. No. 352456) of the records of Bossier Parish, Louisiana; run thence along said Easterly right of way line North 00°30'40" East a distance of 580.38 feet; thence leaving said Easterly right of way line run South 89°29'20" East a distance of 1,213.45 feet to a point on the Westerly right of way line of Medical Drive, as dedicated in Book 583, Page 282 (Inst. No. 352457) of the records of Bossier Parish, Louisiana; run thence along said Westerly right of way line South 00°30'40" West a distance of 330.38 feet; thence leaving said Westerly right of way line run North 89°29'20" West a distance of 200.00 feet; run thence North 00°30'40" East a distance of 30.78 feet, run thence South 89°36'15" West a distance of 64.85 feet to the point of curvature of a curve to the left (said curve having a radius of 14.0 feet, a central angle of 44°07'40"); run thence along said curve a distance of 10.78 feet; run thence South 45°28'35"

Exhibit A

West a distance of 193.00 feet to the point of curvature of a curve to the left (said curve having a radius of 14.0 feet, a central angle of 44°57'55"); run thence South 00°30'40" West a distance of 129.21 feet to the Point of Beginning.

Tract "C"

A tract of land located in Bossier City, Bossier Parish, Louisiana, and more fully described as: A tract of land located in Section 14, Township 17 North, Range 13 West, Bossier Parish, Louisiana, further described as follows: Beginning at a point on the East line of Section 14 located 2,440.40 feet Southerly from the Northeast corner of Section 14; run thence North 89°38'48" West a distance of 834.30 feet; run thence South 21°21'45" East a distance of 948.06 feet; run thence North 89°29'20" West a distance of 353.35 feet to the Point of Beginning of tract herein described; continue thence North 89°29'20" West a distance of 200.0 feet; run thence North 0°30'40" East a distance of 250.0 feet; run thence South 89°29'20" East a distance of 200.0 feet; run thence South 0°30'40" West a distance of 250.0 feet to the Point of Beginning of tract, containing 1.148 acres, more or less.

Tract "D"

A tract of land located in Section 14, Township 17 North, Range 13 West, Bossier Parish, Louisiana, being further described as follows: Beginning at a point in the East line of Section 14 located 2,440.40 feet Southerly from the Northeast corner of Section 14; run thence North 89°38'48" West a distance of 834.30 feet; run thence South 21°21'45" East a distance of 948.06 feet; run thence North 89°29'20" West a distance of 553.35 feet to the Point of Beginning of tract herein described; continue thence North 89°29'20" West a distance of 215.0 feet; run thence North 0°30'40" East a distance of 129.21 feet to the point of curvature of a curve to the right having a radius of 14.0 feet; run thence along said curve a distance of 10.99 feet; run thence North 45°28'35" East a distance of 193.0 feet to the point of curvature of a curve to the right having a radius of 14.0 feet; run thence along said curve a distance of 10.78 feet; run thence North 89°36'15" East a distance of 64.85 feet; run thence South 0°30'40" West a distance of 280.78 feet to the Point of Beginning of tract, containing 1.14 acres more or less.

V. CORNERSTONE HEALTH SYSTEMS — TUCSON, AZ

A. Address

7220 East Rosewood Drive, Tucson, AZ 85710

B. Legal Description

Parcel No. 1:

Lot 2 in Block 3 of Gateway Center, as recorded in Book 40 of Maps and Plats at Page 47, Records of Pima County, Arizona.

Parcel No. 2:

Non-Exclusive easements, shown as Easement "A", appurtenant to Parcel No. 1 for utility, public sewer, pedestrian, vehicular access, landscaping and common maintenance purposes, over

Exhibit A

those portions of Lots 1 and 2 in Block 3, dedicated by the plat of Gateway Center, as recorded in Book 39 of Maps and Plats at Page 36, Records of Pima County, Arizona.

Parcel No. 3:

Non-exclusive easements, shown as Common Area "A" for utility, pedestrian, vehicular access, landscaping and common area maintenance, and non-exclusive easements, as shown on Common Area "B" for private park and recreation area and drainage purposes, as dedicated by the plat of Gateway Center in Book 37 of Maps and Plats at Page 25, Records of Pima County, Arizona, and as provided through and within that certain Community Declaration for Gateway Center, recorded March 27, 1984, in Book 7248, Page 1050, Pima County, Arizona.

VI. CORNERSTONE HEALTH SYSTEMS — WEBSTER, TX

A. Address

709 Medical Center Boulevard, Webster, TX 77598

B. Legal Description

Being 9.048 acres of land, situated in the Robert Wilson Survey, Abstract 88, Harris County, Texas, being a part of Lot 1, Block 18, Webster Outlots, a subdivision recorded in Volume 67, Page 197, Deed Records of Harris County, Texas, being that certain 9.089 acres save and except 1,783 square feet tract, conveyed in deed from Baywood Hospital, Inc. to Charter Behavioral Health System of Baywood, Inc., dated June 30, 1994, as recorded in the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, under County Clerk's File No. P947588, Film Code No. 500-06-544, the subject 9.048 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found at the intersection of the southeasterly right-of-way line of Medical Center Boulevard, based on a width of 80 feet, (formerly known as Jasmine Avenue) with a cut-back line from the southwesterly right-of-way line of Texas Avenue (width varies), as described in right-of-way deed to the County of Harris, dated June 3, 1994, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. P975281, Film Code No. 500-30-0100, being the west northerly corner of the herein described tract, having surface coordinates of X = 3,230,964.65 Y = 640,407.39, all bearings are based on the Texas State Plane Coordinate System, South Central Zone, all coordinates and distances are surface and may be converted to grid by multiplying by a combined scale factor of 0.999870;

THENCE SOUTH 86 degrees 17 minutes 41 seconds EAST, 42.25 feet along said cut-back to a 5/8-inch iron rod found at the west northerly corner of the herein described tract, on the southwesterly right-of-way line of Texas Avenue (width varies), as described in said right-of-way deed;

THENCE SOUTH 41 degrees 10 minutes 58 seconds EAST, 128.79 feet along the southwesterly right-of-way line of Texas Avenue (width varies) to a 5/8-inch iron rod found at the beginning of a curve to the left and a northeasterly corner of the herein described tract;

Exhibit A

THENCE SOUTHEASTERLY along said curve to the left and said southwesterly right-of-way line of Texas Avenue (width varies) through a central angle of 06 degrees 42 minutes 23 seconds to a 5/8-inch iron rod found at a point of reverse curve and a northeasterly corner of the herein described tract, said curve having a radius of 531.00 feet, an arc length of 62.15 feet, and a long chord length of 62.12 feet bearing SOUTH 44 degrees 32 minutes 10 seconds EAST;

THENCE SOUTHEASTERLY along a curve to the right and said southwesterly right-of-way line of Texas Avenue (width varies) through a central angle of 06 degrees 42 minutes 49 seconds to a 5/8-inch iron rod found at a northeasterly corner of the herein described tract and on the southwesterly right-of-way line of Texas Avenue (60 feet wide), said curve having a radius of 492.00 feet, an arc length of 57.65 feet, and a long chord length of 57.62 feet bearing SOUTH 44 degrees 31 minutes 57 seconds EAST;

THENCE SOUTH 41 degrees 10 minutes 58 seconds EAST, 351.50 feet along said southwesterly right-of-way line of Texas Avenue (60 feet wide) to a 1/2-inch iron rod found at the most easterly corners of the herein described tract, said Lot 1 and said 9.089 acre tract and being the most northerly corner of that certain tract of land conveyed in deed from Environmental Industries, Inc. to Houston Stafford Electric, Inc. dated July 17, 1978, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. F683849 Film Code No. 200-14-2583;

THENCE SOUTH 48° 48' 02" West, 630.00 feet along the northwesterly line of said Houston Stafford Electric, Inc. tract and a northwesterly line of the residue of Lot 3, Block 18, conveyed in deed from Ashton Place, Inc. to W. E. Evans (an undivided 86%), and H. L. Lugenheim (an undivided 14%), dated June 14, 1984, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. J555232, Film Code No. ###-##-#### and in deed from United States National Bank, as Independent Executor of the Estate of H. L. Lugenheim, et al, to W. E. Evans, dated July 28, 1995, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. R635159, Film Code No. 505-83-0474, to a 5/8-inch iron rod found at the most southerly corner of the herein described tract and the most easterly corner of that certain 3.48 acre tract, conveyed in deed from Frank W. Judd, Trustee to Kenneth J. Gurry, et ux, dated May 29, 1974, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. E173548, Film Code No. 104-19-1124;

THENCE NORTH 41° 02' 05" West, 345.40 feet along the common line between said 9.089 acre tract and said 3.48 acre tract to a 5/8-inch iron rod found at a westerly corner of the herein described tract;

THENCE NORTH 41° 51' 22" West, 282.12 feet continuing with said common line to a 1/2-inch iron rod found on the said southeasterly right-of-way line of Medical Center Boulevard, being the most westerly corner of the herein described tract;

THENCE NORTH 48° 35' 36" East, 595.49 feet with said southeasterly right-of-way to the POINT OF BEGINNING and containing 9.048 acres of land, more or less.

Exhibit A

FOURTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS

BY AND BETWEEN

THE SELLER PARTIES IDENTIFIED HEREIN

(“Seller”)

and

THE BUYER PARTIES IDENTIFIED HEREIN

(“Buyer”)

Dated effective as of May 14, 2008

**FOURTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Amendment") is made effective as of May 14, 2008 (the "Effective Date"), by and between HCP, INC. (formerly known as Health Care Property Investors, Inc.), a Maryland corporation ("HCP"), FAEC HOLDINGS (BC), LLC, a Delaware limited liability company ("FAEC"). HCPI TRUST, a Maryland real estate trust ("HCPIT"), HCP DAS PETERSBURG VA, LP, a Delaware limited partnership ("HCPDAS"), and TEXAS HCP HOLDING, L.P., a Delaware limited partnership ("THH", and together with HCP, HCPIT, HCPDAS and FAEC collectively, the "Seller"), and MPT OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, MPT OF CHERAW, LLC, a Delaware limited liability company, MPT OF IDAHO FALLS, LLC, a Delaware limited liability company, MPT OF BENNETTSVILLE, LLC, a Delaware limited liability company, MPT OF CLEVELAND, TEXAS, L.P., a Delaware limited partnership, MPT OF WEBSTER, L.P., a Delaware limited partnership, MPT OF TUCSON, LLC, a Delaware limited liability company, MPT OF BOSSIER CITY, LLC, a Delaware limited liability company, MPT OF WICHITA, LLC, a Delaware limited liability company, MPT OF BRISTOL, LLC, a Delaware limited liability company, MPT OF ENFIELD, LLC, a Delaware limited liability company, MPT OF NEWINGTON, LLC, a Delaware limited liability company, MPT OF PROVIDENCE, LLC, a Delaware limited liability company, MPT OF WARWICK, LLC, a Delaware limited liability company, MPT OF SPRINGFIELD, LLC, a Delaware limited liability company d/b/a MPW-MPT of Springfield, MPT OF FT. LAUDERDALE, LLC, a Delaware limited liability company, MPT OF POPLAR BLUFF, LLC, a Delaware limited liability company, and MPT OF WEST VALLEY CITY, LLC, a Delaware limited liability company (collectively, the "Buyer").

RECITALS

A. Buyer and Seller entered into that certain Purchase and Sale and Escrow Instructions dated as of March 13, 2008, as amended by that certain First Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of March 28, 2008, that certain Second Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of April 1, 2008, and that certain Third Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of April 17, 2008 (as amended, the "Purchase Agreement"), for the purchase and sale of certain properties more particularly described therein. All capitalized terms used but not defined in this Amendment shall have the same meanings as set forth in the Purchase Agreement.

B. Buyer and Seller wish to amend the Purchase Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree that the Purchase Agreement is amended as follows:

1. Section 4.1(c). The parties agree that the date "May 15, 2008" contained in Section 4.1(c) of the Purchase Agreement shall, in each instance, be replaced with the date "June 30, 2008."

2. Continuity of Purchase Agreement. Except as amended by this Amendment, the Purchase Agreement remains in full force and effect and is hereby ratified and confirmed.

3. Counterparts. This Amendment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

4. Electronically Transmitted Signatures. Telecopied signatures or signatures sent by electronic mail may be used in place of original signatures on this Amendment. Seller and Buyer intend to be bound by the signatures on the telecopied or electronically mailed document, are aware that the other party will rely on the telecopied or electronically mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature. Following any facsimile or electronic mail transmittal, the party shall promptly deliver the original instrument by reputable overnight courier in accordance with the notice provisions of the Purchase Agreement.

5. Severability. If any provision of this Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment shall nonetheless remain in full force and effect.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to any principle or rule of law that would require the application of the law of any other jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Effective Date.

SELLER:

HCP, INC.,
a Maryland corporation

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

FAEC HOLDINGS (BC), LLC,
a Delaware limited liability company

By: HCP, INC., a Maryland corporation
its Sole Member

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

HCP DAS PETERSBURG VA, LP,
a Delaware limited partnership

By: HCP DAS PETERSBURG VA GP, LLC,
a Delaware limited liability company, its
General Partner

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

TEXAS HCP HOLDING, L.P.,
a Delaware limited partnership

By: TEXAS HCP G.P., INC., a Delaware
corporation, its General Partner

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

Signature Page

HCPI TRUST,
a Maryland real estate trust

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

Signature Page

BUYER:

MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,

By: /s/ Michael G. Stewart

Name: Michael G. Stewart

Its: EVP & General Counsel

MPT OF BENNETTSVILLE, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart

Name: Michael G. Stewart

Its: EVP & General Counsel

MPT OF CHERAW, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart

Name: Michael G. Stewart

Its: EVP & General Counsel

Signature Page

MPT OF CLEVELAND, TEXAS, L.P.
a Delaware limited partnership

By: MPT OF CLEVELAND, TEXAS, LLC,
a Delaware limited liability company,
its General Partner

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF BOSSIER CITY, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF TUCSON, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

Signature Page

MPT OF WEBSTER, L.P.
a Delaware limited partnership

By: MPT OF WEBSTER, LLC,
a Delaware limited liability company,
its General Partner

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF IDAHO FALLS, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF WICHITA, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

Signature Page

MPT OF BRISTOL, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF ENFIELD, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF NEWINGTON, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF PROVIDENCE, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

Signature Page

MPT OF WARWICK, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF SPRINGFIELD, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF FT. LAUDERDALE, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF WEST VALLEY CITY, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

Signature Page

MPT OF POPLAR BLUFF, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

Signature Page

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: /s/ James R. Lomenick

Name: James R. Lomenick

Title: Underwriting Counsel

National Commercial Services

First American Title Insurance Company

FIFTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS

BY AND BETWEEN

THE SELLER PARTIES IDENTIFIED HEREIN

(“Seller”)

and

THE BUYER PARTIES IDENTIFIED HEREIN

(“Buyer”)

Dated effective as of June 18, 2008

**FIFTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Amendment") is made effective as of June 18, 2008 (the "Effective Date"), by and among HCP, INC. (formerly known as Health Care Property Investors, Inc.), a Maryland corporation ("HCP"), FAEC HOLDINGS (BC), LLC, a Delaware limited liability company ("FAEC"), HCPI TRUST, a Maryland real estate trust ("HCPI"), HCP DAS PETERSBURG VA, LP, a Delaware limited partnership ("HCPDAS"), and TEXAS HCP HOLDING, L.P., a Delaware limited partnership ("THH"), HCP CLEVELAND-WEBSTER TX 2008, LLC, a Delaware limited liability company ("HCP Cleveland-Webster", and together with HCP, HCPI, HCPDAS, FAEC and THH collectively, the "Seller"), MPT OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, MPT OF CHERAW, LLC, a Delaware limited liability company, MPT OF IDAHO FALLS, LLC, a Delaware limited liability company, MPT OF BENNETTSVILLE, LLC, a Delaware limited liability company, MPT OF CLEVELAND, TEXAS, L.P., a Delaware limited partnership, MPT OF WEBSTER, L.P., a Delaware limited partnership, MPT OF TUCSON, LLC, a Delaware limited liability company, MPT OF BOSSIER CITY, LLC, a Delaware limited liability company, MPT OF WICHITA, LLC, a Delaware limited liability company, MPT OF BRISTOL, LLC, a Delaware limited liability company, MPT OF ENFIELD, LLC, a Delaware limited liability company, MPT OF NEWINGTON, LLC, a Delaware limited liability company, MPT OF PROVIDENCE, LLC, a Delaware limited liability company, MPT OF WARWICK, LLC, a Delaware limited liability company, MPT OF SPRINGFIELD, LLC, a Delaware limited liability company d/b/a MPW-MPT of Springfield, MPT OF FT. LAUDERDALE, LLC, a Delaware limited liability company, MPT OF POPLAR BLUFF, LLC, a Delaware limited liability company, MPT OF WEST VALLEY CITY, LLC, a Delaware limited liability company, and MPT OF MORGANTOWN, LLC, a Delaware limited liability company (collectively the "Buyer"), and FAYETTEVILLE HEALTH ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership (the "Fayetteville LP").

RECITALS

A. Buyer and Seller entered into that certain Purchase and Sale Agreement and Escrow Instructions, dated as of March 13, 2008, as amended by that certain First Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of March 28, 2008, that certain Second Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of April 1, 2008, that certain Third Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of April 22, 2008, and that certain Fourth Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of May 14, 2008 (as amended, the "Purchase Agreement"), for the purchase and sale of certain properties more particularly described therein. All capitalized terms used but not defined in this Amendment shall have the same meanings as set forth in the Purchase Agreement.

B. Buyer and Seller wish to amend the Purchase Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree that the Purchase Agreement is amended as follows:

1. Fayetteville LP Joinder. Fayetteville LP, by executing and delivering this Amendment, hereby becomes a Seller under the Purchase Agreement with respect to the Fayetteville Property and agrees to be bound by all of the terms of the Purchase Agreement to the extent that they pertain to the Fayetteville Property, including, without limitation, Section 1.6 thereof.
2. HCP Cleveland-Webster Joinder. HCP Cleveland-Webster, by executing and delivering this Amendment, hereby becomes a Seller under the Purchase Agreement and agrees to be bound by all of the terms of the Purchase Agreement, including, without limitation, Section 1.6 thereof. The provisions of this Section 2 shall be retroactively effective as of March 28, 2008.
3. Fayetteville Property. Notwithstanding any provision to the contrary contained in Article XII of the Purchase Agreement, Fayetteville LP shall convey and transfer to Buyer with respect to the Fayetteville Property, fee simple title to such Fayetteville Property upon the Closing thereof and in accordance with the provisions of the Purchase Agreement. The parties hereby agree that as of the date hereof (i) the provisions of Article XII of the Purchase Agreement shall have no further force or effect to the extent that they pertain to the Fayetteville Property (other than the definitions set forth in Section 12.1 and the representations and warranties set forth in Section 12.3(c) of the Purchase Agreement), and (ii) notwithstanding the foregoing, all provisions of Article XII of the Purchase Agreement shall remain in full force and effect to the extent that they pertain to the Wichita Property and the Wichita Partnership Interest.
4. Partial Termination. Notwithstanding anything contained herein or in the Purchase Agreement to the contrary, in the event HCP does not, to the extent required, receive (a) consents from the limited partners under the LP Agreements to convey and transfer fee simple title to the Fayetteville Property to Buyer, and (b) a waiver or expiration of any rights of first refusal granted to the Tenant or any other third party pursuant to the Lease pertaining to the Fayetteville Property, then unless HCP and Buyer shall otherwise agree, the Purchase Agreement shall be Partially Terminated with regard to the Fayetteville Property and the Fayetteville Property shall be deemed to be a "Deleted Property" for purposes of the Purchase Agreement.
5. Amendment to Schedule 1.3 - Allocated Purchase Price. Schedule 1.3 of the Purchase Agreement is hereby amended by replacing the rows with respect to the Allocated Purchase Price of the Fayetteville Partnership Interest in their entirety as follows:

Fayetteville	Arkansas	19,452,000
	Arkansas Total:	19,452,000

6. Several Liability. Notwithstanding any provision to the contrary contained in the Purchase Agreement, Buyer acknowledges and agrees that the obligations of Fayetteville LP, as seller of the Fayetteville Property under the Purchase Agreement, are several and not joint, and that Fayetteville LP shall be personally liable and responsible only with respect to the representations, warranties, covenants and other obligations of the Seller under the Purchase Agreement with respect to the Fayetteville Property.

7. Continuity of Purchase Agreement. Except as amended by this Amendment, the Purchase Agreement remains in full force and effect and is hereby ratified and confirmed.

8. Counterparts. This Amendment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9. Electronically Transmitted Signatures. Telecopied signatures or signatures sent by electronic mail may be used in place of original signatures on this Amendment. Seller and Buyer intend to be bound by the signatures on the telecopied or electronically mailed document, are aware that the other party will rely on the telecopied or electronically mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature. Following any facsimile or electronic mail transmittal, the party shall promptly deliver the original instrument by reputable overnight courier in accordance with the notice provisions of the Purchase Agreement.

10. Severability. If any provision of this Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment shall nonetheless remain in full force and effect.

11. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to any principle or rule of law that would require the application of the law of any other jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Effective Date.

SELLER:

HCP, INC.,
a Maryland corporation

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

FAEC HOLDINGS (BC), LLC,
a Delaware limited liability company

By: HCP, INC., a Maryland corporation
its Sole Member

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

HCP DAS PETERSBURG VA, LP,
a Delaware limited partnership

By: HCP DAS PETERSBURG VA GP, LLC,
a Delaware limited liability company, its
General Partner

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

TEXAS HCP HOLDING, L.P.,
a Delaware limited partnership

By: TEXAS HCP G.P., INC., a Delaware
corporation, its General Partner

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

Signature Page

HCP CLEVELAND-WEBSTER TX 2008, LLC,
a Delaware limited liability company

By: TEXAS HCP HOLDING, L.P., a Delaware
limited partnership, its Sole Member

By: TEXAS HCP G.P., INC., a Delaware
corporation, its General Partner

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

HCPI TRUST,
a Maryland real estate trust

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

FAYETTEVILLE LP:

FAYETTEVILLE HEALTH ASSOCIATES
LIMITED PARTNERSHIP,
a Delaware limited partnership

By: HCP, INC., a Maryland corporation,
its sole general partner

By: /s/ Brian J. Maas

Name: Brian J. Maas

Its: Senior Vice President

Signature Page

BUYER:

MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership

By: /s/ Michael G. Stewart

Name: Michael G. Stewart

Its: EVP & General Counsel

MPT OF BENNETTSVILLE, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart

Name: Michael G. Stewart

Its: EVP & General Counsel

MPT OF CHERAW, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart

Name: Michael G. Stewart

Its: EVP & General Counsel

Signature Page

MPT OF CLEVELAND, TEXAS, L.P.,
a Delaware limited partnership

By: MPT OF CLEVELAND, TEXAS, LLC,
a Delaware limited liability company,
its General Partner

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF BOSSIER CITY, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF TUCSON, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

Exhibit A

MPT OF WEBSTER, L.P.,
a Delaware limited partnership

By: MPT OF WEBSTER, LLC,
a Delaware limited liability company,
its General Partner

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF IDAHO FALLS, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF WICHITA, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

Signature Page

MPT OF BRISTOL, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF ENFIELD, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF NEWINGTON, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF PROVIDENCE, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

Signature Page

MPT OF WARWICK, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF SPRINGFIELD, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF FT. LAUDERDALE, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF WEST VALLEY CITY, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

Signature Page

MPT OF POPLAR BLUFF, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

MPT OF MORGANTOWN, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Michael G. Stewart
Name: Michael G. Stewart
Its: EVP & General Counsel

Signature Page

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: /s/ James R. Lomenick

Name: James R. Lomenick

Title: Underwriting Counsel

National Commercial Services

First American Title Insurance Company

for 5th Amendment.

Signature Page

SIXTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS

BY AND BETWEEN

THE SELLER PARTIES IDENTIFIED HEREIN

(“Seller”)

and

THE BUYER PARTIES IDENTIFIED HEREIN

(“Buyer”)

Dated effective as of June 30, 2008

**SIXTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Amendment") is made effective as of June 30, 2008 (the "Effective Date"), by and between HCP, INC. (formerly known as Health Care Property Investors, Inc.), a Maryland corporation ("HCP"), FAEC HOLDINGS (BC), LLC, a Delaware limited liability company ("FAEC"), HCPI TRUST, a Maryland real estate trust ("HCPI"), HCP DAS PETERSBURG VA, LP, a Delaware limited partnership ("HCPDAS"), TEXAS HCP HOLDING, L.P., a Delaware limited partnership ("THH"), FAYETTEVILLE HEALTH ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership ("Fayetteville LP"), and HCP CLEVELAND-WEBSTER TX 2008, LLC, a Delaware limited liability company ("HCP Cleveland-Webster", and together with HCP, FAEC, HCPIT, HCPDAS, THH and Fayetteville LP collectively, the "Seller"), and MPT OPERATING PARTNERSHIP, L.P., a Delaware limited partnership, MPT OF CHERAW, LLC, a Delaware limited liability company, MPT OF IDAHO FALLS, LLC, a Delaware limited liability company, MPT OF BENNETTSTVILLE, LLC, a Delaware limited liability company, MPT OF CLEVELAND, TEXAS, L.P, a Delaware limited partnership, MPT OF WEBSTER, L.P., a Delaware limited partnership, MPT OF TUCSON, LLC, a Delaware limited liability company, MPT OF BOSSIER CITY, LLC, a Delaware limited liability company, MPT OF WICHITA, LLC, a Delaware limited liability company, MPT OF BRISTOL, LLC, a Delaware limited liability company, MPT OF ENFIELD, LLC, a Delaware limited liability company, MPT OF NEWINGTON, LLC, a Delaware limited liability company, MPT OF PROVIDENCE, LLC, a Delaware limited liability company, MPT OF WARWICK, LLC, a Delaware limited liability company, MPT OF SPRINGFIELD, LLC, a Delaware limited liability company d/b/a MPW-MPT of Springfield, MPT OF FT. LAUDERDALE, LLC, a Delaware limited liability company, MPT OF POPLAR BLUFF, LLC, a Delaware limited liability company, MPT OF WEST VALLEY CITY, LLC, a Delaware limited liability company, MPT OF MORGANTOWN, LLC, a Delaware limited liability company, and MPT OF PETERSBURG, LLC, a Delaware limited liability company (collectively, the "Buyer").

RECITALS

A. Buyer and Seller entered into that certain Purchase and Sale and Escrow Instructions dated as of March 13, 2008, as amended by that certain First Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of March 28, 2008, that certain Second Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of April 1, 2008, that certain Third Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of April 22, 2008, that certain Fourth Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of May 14, 2008, and that certain Fifth Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of June 18, 2008 (as amended and assigned, the "Purchase Agreement"), for the purchase and sale of certain properties more particularly described therein. All capitalized terms used but not defined in this Amendment shall have the same meanings as set forth in the Purchase Agreement.

B. Buyer and Seller wish to amend the Purchase Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree that the Purchase Agreement is amended as follows:

1. Section 4.1(c). The parties agree that the date "May 15, 2008" contained in Section 4.1(c) of the Purchase Agreement shall, in each instance, be replaced with the date "July 15, 2008."

2. Post-Closing True-Up Date. The date for the post-Closing true-up contemplated by Section 4.5(b)(i) of the Purchase Agreement for all Properties other than the Properties located in Arkansas and Virginia shall be August 15, 2008. The date for the post-Closing true-up contemplated by Section 4.5(b)(i) of the Purchase Agreement for the Properties located in Arkansas and Petersburg shall be ninety (90) days after the respective Closing for each of the properties located in Arkansas and Virginia.

3. Section 4.5(c). Pursuant to Section 4.5(c) of the Purchase Agreement, in the event of overpayment to Seller of Additional Rents by the tenants of all Properties other than those located in Arkansas and Virginia, Seller shall promptly, but in no event later than August 15, 2008, pay to Buyer the amount of such overpayment and Buyer, as the landlord under the particular Leases, shall pay and credit to each applicable tenant the amount of such overpayment. In the event of overpayment to Seller of Additional Rents by the tenants of the Properties located in Arkansas and Virginia, Seller shall promptly, but in no event later than fifteen (15) days after receipt of the Reconciliation for such Properties, pay to Buyer the amount of such overpayment and Buyer, as the landlord under the particular Leases, shall pay or credit to each applicable tenant the amount of such overpayment.

4. Legal Descriptions. The parties agree that Exhibit A-1 to the Purchase Agreement is hereby replaced in its entirety by Exhibit A attached hereto.

5. Description of Ground Leases. The parties agree that Exhibit A-3 to the Purchase Agreement is hereby replaced in its entirety by Exhibit B attached hereto.

6. List of Leases. The parties agree that Schedule 1.1 (d) to the Purchase Agreement is hereby replaced in its entirety by Exhibit C attached hereto.

7. Continuity of Purchase Agreement. Except as amended by this Amendment, the Purchase Agreement remains in full force and effect and is hereby ratified and confirmed.

8. Counterparts. This Amendment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9. Electronically Transmitted Signatures. Telecopied signatures or signatures sent by electronic mail may be used in place of original signatures on this Amendment. Seller and Buyer intend to be bound by the signatures on the telecopied or electronically mailed document, are aware that the other party will rely on the telecopied or electronically mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature. Following any facsimile or electronic mail transmittal, the party shall promptly deliver the original instrument by reputable overnight courier in accordance with the notice provisions of the Purchase Agreement.

10. Severability. If any provision of this Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment shall nonetheless remain in full force and effect.

11. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to any principle or rule of law that would require the application of the law of any other jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Effective Date.

SELLER:

HCP, INC.,
a Maryland corporation

By: /s/ Paul Gallagher
Name: Paul Gallagher
Its: Executive Vice President

FAEC HOLDINGS (BC), LLC,
a Delaware limited liability company

By: HCP, INC., a Maryland corporation
its Sole Member

By: /s/ Paul Gallagher
Name: Paul Gallagher
Its: Executive Vice President

HCP DAS PETERSBURG VA, LP,
a Delaware limited partnership

By: HCP DAS PETERSBURG VA GP, LLC,
a Delaware limited liability company, its
General Partner

By: /s/ Paul Gallagher
Name: Paul Gallagher
Its: Executive Vice President

TEXAS HCP HOLDING, L.P.,
a Delaware limited partnership

By: TEXAS HCP G.P., INC., a Delaware
corporation, its General Partner

By: /s/ Paul Gallagher
Name: Paul Gallagher
Its: Executive Vice President

Signature Page

HCPI TRUST
a Maryland real estate trust

By: /s/ Paul Gallagher

Name: Paul Gallagher

Its: Executive Vice President

HCP CLEVELAND-WEBSTER TX 2008, LLC,
a Delaware limited liability company

By: TEXAS HCP HOLDING, L.P., a Delaware limited
partnership, its Sole Member

By: TEXAS HCP G.P., INC., a Delaware corporation, its General
Partner

By: /s/ Paul Gallagher

Name: Paul Gallagher

Its: Executive Vice President

FAYETTEVILLE HEALTH ASSOCIATES
LIMITED PARTNERSHIP
a Delaware limited partnership

By: HCP INC., a Maryland corporation,
its sole general partner

By: /s/ Paul Gallagher

Name: Paul Gallagher

Its: Executive Vice President

Signature Page

BUYER:

MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,

By: /s/ Emmett E. McLean

Name: Emmett E. McLean

Its: Executive Vice President and COO

MPT OF BENNETTSVILLE, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean

Name: Emmett E. McLean

Its: Executive Vice President and COO

MPT OF CHERAW, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean

Name: Emmett E. McLean

Its: Executive Vice President and COO

Signature Page

MPT OF CLEVELAND, TEXAS, L.P.
a Delaware limited partnership

By: MPT OF CLEVELAND, TEXAS, LLC,
a Delaware limited liability company,
its General Partner

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF BOSSIER CITY, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF TUCSON, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

Signature Page

MPT OF WEBSTER, L.P.
a Delaware limited partnership

By: MPT OF WEBSTER, LLC,
a Delaware limited liability company,
its General Partner

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF IDAHO FALLS, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF WICHITA, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

Signature Page

MPT OF BRISTOL, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF ENFIELD, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF NEWINGTON, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF PROVIDENCE, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

Signature Page

MPT OF WARWICK, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF SPRINGFIELD, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF FT. LAUDERDALE, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF WEST VALLEY CITY, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

Signature Page

MPT OF POPLAR BLUFF, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF MORGANTOWN, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

MPT OF PETERSBURG, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.,
a Delaware limited partnership,
its Sole Member

By: /s/ Emmett E. McLean
Name: Emmett E. McLean
Its: Executive Vice President and COO

Signature Page

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

Signature Page

EXHIBIT A

EXHIBIT A-1

FEE PROPERTY DESCRIPTIONS AND ADDRESSES

I. COMMUNITY HEALTH SYSTEMS — BENNETTSTVILLE, SC

A. Address

1139 Cheraw Hwy., Bennettsville, SC 29512

B. Legal Description

MARLBORO COUNTY, SOUTH CAROLINA

Tract #1

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being within the corporate limits of the City of Bennettsville, Marlboro County, South Carolina, commencing at an iron on S.C. Highway 9 at a point 172.12 feet southeast of the intersection of S.C. Highway 9 and Oakwood Street, thence north 65°21'23" east for a distance of 146.25 feet to an iron at a corner; thence north 39°46'02" east for a distance of 436.08 feet to an iron at a corner; thence north 49°45'40" west for a distance of 250.53 feet to an iron at a corner on Oakwood Street; thence north 39°42'26" east for a distance of 298.68 feet to an iron at a corner, plus the width of an access road as shown on the hereinafter referenced plat; thence south 68°13'56" east for a distance of 1002.93 feet to an iron at a corner; thence south 21°38'44" west for a distance of 217.33 feet to an iron at a corner; thence north 87°39'12" west for a distance of 15.34 feet to an iron at a corner; thence south 55°27'09" west for a distance of 41.05 feet to an iron at a corner; thence south 17°07'39" east for a distance of 79.93 feet to an iron at a corner; thence south 03°25'15" east for a distance of 49.92 feet to an iron; thence south 02°47'36" west for a distance of 49.87 feet to an iron at a corner; thence north 87°35'12" west for a distance of 49.96 feet to an iron at a corner; thence south 02°44'00" west along Townsend Court for a distance of 563.53 feet to an iron at a corner; thence south 10°27'00" west along Townsend Court for a distance of 105.11 feet to an iron at a corner; thence south 25°27'45" west along Townsend Court for a distance of 104.93 feet to an iron at a corner; thence south 40°30'57" west along Townsend Court for a distance of 99.84 feet to an iron at a corner; thence south 53°31'27" west along Townsend Court for a distance of 100.00 feet to an iron at a corner; thence south 65°35'39" west along Townsend Court for a distance of 223.80 feet to an iron at a corner; thence south 65°33'27" west along Townsend Court for a distance of 75.26 feet to an iron at a corner; thence north 24°36'27" west for a distance of 349.57 feet to an iron at a corner; thence north 65°22'32" east for a distance of 197.60 feet to an iron at a corner; thence north 24°32'06" west for a distance of 300.01 feet to an iron at a corner; thence south 65°24'56" west for a distance of 399.92 feet to an iron at a corner on S.C. Highway 9; thence north 24°39'74" west for a distance of 560.20 feet along S.C. Highway 9 to the beginning iron and corner, and being generally bounded as follows: on the north by properties of Dr. S. Ansari, Jimmy Frazier and H.J.

Exhibit A

Munnerlyn, Inc.; on the east by properties of Alton Williams, City of Bennettsville, W. A. Rogers and Townsend Court; on the south by properties of Ervin Mumford, Church of Jesus-Christ of Latter Day Saints and S.C. Highway 9; and on the west by property of W. A. Rogers, H. E. Avent and Mark Avent, all of which will more particularly appear by reference to a Plat of the same made by John M. Jackson, III, P.L.S., on April 7, 1995, and recorded in Plat Book 50, at Page 59, in the office of the Clerk of Court of Marlboro County; EXCEPTING therefrom that certain parcel of land containing 0.034 acre, more or less, conveyed to the South Carolina Department of Transportation pursuant to that certain Deed dated August 15, 2005 and recorded October 6, 2005 as Instrument No. 17584 in Book 498 at Page 292 in Office of the Clerk of Court of Marlboro County, South Carolina.

Tract #2

All that certain piece, parcel or lot of land, with improvements thereon, lying and being situate in said County and State, shown and delineated as Tract #2 on a certain plat entitled "Marlboro County General Hospital, Inc.," made by John M. Jackson, III, R.L.S., dated December 1, 1981, revised December 22, 1982; said plat being of record in the office of the Clerk of Court for Marlboro County in Plat Book 37, at Page 104. Said lot of land is more particularly described as follows: Commencing at an iron 120 feet from Market Street, running thence N 25°30' W 175 feet to an iron; thence N 64°30' E 45 feet to an iron; thence N 30°23' E 175.6 feet to a marker; thence S 64°30' W 60 feet to the beginning corner.

II. COMMUNITY HEALTH SYSTEMS — CHERAW, SC

A. Address

Hwy 9 W, Cheraw, SC 29520

B. Legal Description

CHESTERFIELD COUNTY, SOUTH CAROLINA

Tract No. 1:

All that certain piece, parcel or tract of land, situate, lying and being just northwest of the Town of Cheraw, and in the County of Chesterfield, State of South Carolina, fronting on the south side of South Carolina Highway #9 for a distance of 800 feet and being more particularly described as follows:

Commencing at an iron on the right-of-way of South Carolina Highway #9 and at the common corner of the subject property and property of Charles Caulder, thence along a ditch S 23-41 W for a distance of 400 feet to an iron; thence S 23-52 W for a distance of 400 feet to an iron; thence S 24-26 W for a distance of 355.6 feet to an iron; thence S 43-24 W for a distance of 63.2 feet to an iron at a corner; thence N 67-00 W for a distance of 758.1 feet to an iron at a corner; thence N 23-00 E for a distance of 1214.7 feet to an iron at a corner on the right-of-way of South Carolina Highway #9; thence S 67-00 E for a distance of 800 feet to the beginning iron. The subject tract is generally bounded, now or formerly, as follows, to wit: on the North by the right-of-way of South Carolina Highway #9; on the East by property of Charles Caulder and the

Exhibit A

Nancy J. Caulder Estate; on the South by other property of Louise R. Gaddy and on the West by other property of Louise R. Gaddy, all as shown on the Map of Land Property of Louise R. Gaddy to be conveyed to Hospital Corporation of America made by Carl Maness, L. S., on January 9, 1981, which plat is to be recorded simultaneously with the deed from Louise R. Gaddy to Hospital Corporation of America. The tract herein contains 22.04 acres according to the above referenced plat.

EXCLUDING, HOWEVER,

All that certain piece, parcel or lot of land, situate, lying and being in the County of Chesterfield, State of South Carolina, containing 0.93 acre, more particularly described as follows: Commencing at an iron at the southern right-of-way of Highway SC-9 and running S 23-00-00 W for a distance of 593.18 feet to the point of beginning of the subject tract; thence beginning at an iron at the NW corner of subject 0.93 acre tract and running S 66-19-39 E for a distance of 229.63 feet along a paved roadway to a nail in the asphalt at the NE corner; thence turning and running S 23-00-00 W for a distance of 176.0 feet to an iron at the SE corner; thence turning and running N 66-19-39 W for a distance of 229.63 feet to an iron at the SW corner; thence turning and running N 23-00-00 E for a distance of 176.0 feet to the point of beginning. This property is described as Tract A on the drawing prepared for H. D. Jackson Co., Inc. by Van T. Cribb & Associates, dated 11/20/89, and was conveyed to Harold D. Jackson, Jr. Tract No. 2 below also is a part of the original 22.04 acres.

Tract No. 2:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being within the corporate limits of the Town of Cheraw, Chesterfield County, South Carolina, commencing on the right-of-way of S.C. Highway #9 at a point in the northwest corner of the hospital site of Chesterfield General Hospital, Inc., thence south 67°00' east for a distance of 150 feet along S.C. Highway #9 to an iron at a corner on Doctor's Drive; thence south 23°00" west for a distance of 290 feet along Doctor's Drive to an iron at a corner; thence north 67°00" west for a distance of 150 feet to an iron at a corner on a 60 foot dirt strip reserved for a road by Robert Mark Wright, the adjoining property owner; thence north 23°00" east for a distance of 290 feet along the said strip (a power line being approximately on the line) to the beginning iron and corner, and being generally bounded as follows: on the north by S.C. Highway #9; on the east by Doctor's Drive which is property of Chesterfield General Hospital, Inc. and is not a dedicated street; on the south by other property of Chesterfield General Hospital, Inc.; and on the west by property of Robert Mark Wright, all of which will more particularly appear by reference to a Map of the same made by Carl Maness, L. S., on October 29, 1986, and recorded in Plat Book 36, at Page 93, in the office of the Clerk of Court for Chesterfield County.

Tract No. 1 and Tract No. 2 are the same property shown on Plat of Land made by Carl Maness, L. S. on April 12, 1995, for Chesterfield General Hospital, Inc. and recorded in Plat Book 42, at Page 151, in the said Clerk's office.

Exhibit A

III. COMMUNITY HEALTH SYSTEMS — CLEVELAND, TX

A. Address

300 East Crockett Street, Cleveland, TX 77328

B. Legal Description

FIRST TRACT:

Being Lots Nos. One (1), Two (2), Three (3), Seven (7), Eight (8) in Block No. Eighteen (18) of the Nobel Garvey Subdivision in the City of Cleveland, Liberty County, Texas, according to plat of said subdivision of record in Vol. 1, page 63 of the Map Records of Liberty County, Texas.

SECOND TRACT:

All of Lot Nos. Four (4), Five (5) and Six (6) in Block No. Eighteen (18) of the Nobel Garvey Subdivision in the City of Cleveland, Liberty County, Texas, according to plat of record in Vol. 1, page 63 of the Map Records of Liberty County, Texas, SAVE AND EXCEPT the West fifty feet (W. 50') thereof, which was conveyed by J.M. Cadenhead et ux to E.L. Smith by Deed dated January 13, 1954, recorded in Vol. 399, page 322 of the Deed Records of Liberty County, Texas.

THIRD TRACT:

All Lot Nos. Ten (10), Eleven (11) and Twelve (12) in Block No. Eighteen (18) of said Noble Garvey Subdivision in the City of Cleveland, Liberty County, Texas, according to plat of record in Vol. 1, page 63 of the Map Record of Liberty County, Texas, SAVE AND EXCEPT the East 104 feet (E. 104') thereof which was conveyed by J.M. Cadenhead et ux to Etta B. Anderson by Deed dated May 8, 1945, recorded in Vol. 277, page 85 of the Deed Records of Liberty County, Texas.

FOURTH TRACT:

Being Lot No. Nine (9) in Block No. Eighteen (18) of the Nobel Garvey Subdivision in the City of Cleveland, Liberty County, Texas, according to map of record in Vol. 1, page 63 of the Map Records of Liberty County, Texas.

FIFTH TRACT:

All that certain lot, tract or parcel of land, being the East One-hundred Four feet (E. 104') of Lot Number Ten (10), Eleven (11) and Twelve (12) in Block Number Eighteen (18) of the NOBLE GARVEY SUBDIVISION in the City of Cleveland, Liberty County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 1 page 63 Map records of Liberty County, Texas.

SIXTH TRACT:

West Fifty feet of Lot Number Four (W-50' of 4) in Block Number Eighteen (18) of the NOBLE GARVEY SUBDIVISION in the City of Cleveland, Liberty County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 1, page 63 Map Records of Liberty County, Texas.

Exhibit A

SAVE AND EXCEPT from Tracts 1 - 6, that portion of Block 18 that lies within the right-of-way limits of the Dayton-Cleveland Highway as described in right-of-way Deed dated March 22, 1940, from J.M. Cadenhead and et ux to the State of Texas, recorded in Vol. 248, page 114 of the Deed of Records of Liberty County Texas.

SEVENTH TRACT:

Being Lot Nos. Three (3), Four (4), Five (5), Nine (9) and Ten (10) in Block No. Fifteen (15) and Lot Nos. One (1), Two (2), Three (3), Six (6), Seven (7), Eight (8) and Nine (9) in Block No. Seventeen (17) of the Cox Subdivision in the City of Cleveland, Liberty County, Texas, according to map of said subdivision recorded in Vol. 1, page 63 of the Map Records of Liberty County, Texas.

EIGHTH TRACT:

Being Lot Nos. Six (6) and Seven (7) in Block No. Fifteen (15) of the Noble Garvey Subdivision of part of the Cox Addition to the City of Cleveland, Liberty County, Texas, according to plat of said subdivision of record in Volume 1, page 63 of the Map Records of Liberty County, Texas.

IV. CORNERSTONE HEALTH SYSTEMS — BOSSIER CITY, LA

A. Address

4900 Medical Drive, Bossier City, LA 71112

B. Legal Description

Tract "A"

A tract of land located in Section 14, Township 17 North, Range 13 West, Bossier Parish, Louisiana, being further described as follows: Beginning at a point on the East line of said Section 14, located 2,440.40 feet Southerly from the Northeast corner of said Section 14; run thence North 89°38'48" West a distance of 834.30 feet; run thence South 21°21'45" East a distance of 948.06 feet; run thence North 89°29'20" West a distance of 768.35 feet to the Point of Beginning of the tract herein described; run thence North 89°29'20" West a distance of 798.45 feet to a point on the Easterly right of way lines of Woodmont Blvd., as dedicated in Book 583, Page 281 (Inst. No. 352456) of the records of Bossier Parish, Louisiana; run thence along said Easterly right of way line North 00°30'40" East a distance of 580.38 feet; thence leaving said Easterly right of way line run South 89°29'20" East a distance of 1,213.45 feet to a point on the Westerly right of way line of Medical Drive, as dedicated in Book 583, Page 282 (Inst. No. 352457) of the records of Bossier Parish, Louisiana; run thence along said Westerly right of way line South 00°30'40" West a distance of 330.38 feet; thence leaving said Westerly right of way line run North 89°29'20" West a distance of 200.00 feet; run thence North 00°30'40" East a distance of 30.78 feet, run thence South 89°36'15" West a distance of 64.85 feet to the point of curvature of a curve to the left (said curve having a radius of 14.0 feet, a central angle of 44°07'40"); run thence along said curve a distance of 10.78 feet; run thence South 45°28'35" West a distance of 193.00 feet to the point of curvature of a curve to the left (said curve having a radius of 14.0 feet, a central angle of 44°57'55"); run thence South 00°30'40" West a distance of 129.21 feet to the Point of Beginning.

Exhibit A

Tract “C”

A tract of land located in Bossier City, Bossier Parish, Louisiana, and more fully described as: A tract of land located in Section 14, Township 17 North, Range 13 West, Bossier Parish, Louisiana, further described as follows: Beginning at a point on the East line of Section 14 located 2,440.40 feet Southerly from the Northeast corner of Section 14; run thence North 89°38’48” West a distance of 834.30 feet; run thence South 21°21’45” East a distance of 948.06 feet; run thence North 89°29’20” West a distance of 353.35 feet to the Point of Beginning of tract herein described; continue thence North 89°29’20” West a distance of 200.0 feet; run thence North 0°30’40” East a distance of 250.0 feet; run thence South 89°29’20” East a distance of 200.0 feet; run thence South 0°30’40” West a distance of 250.0 feet to the Point of Beginning of tract, containing 1.148 acres, more or less.

Tract “D”

A tract of land located in Section 14, Township 17 North, Range 13 West, Bossier Parish, Louisiana, being further described as follows: Beginning at a point in the East line of Section 14 located 2,440.40 feet Southerly from the Northeast corner of Section 14; run thence North 89°38’48” West a distance of 834.30 feet; run thence South 21°21’45” East a distance of 948.06 feet; run thence North 89°29’20” West a distance of 553.35 feet to the Point of Beginning of tract herein described; continue thence North 89°29’20” West a distance of 215.0 feet; run thence North 0°30’40” East a distance of 129.21 feet to the point of curvature of a curve to the right having a radius of 14.0 feet; run thence along said curve a distance of 10.99 feet; run thence North 45°28’35” East a distance of 193.0 feet to the point of curvature of a curve to the right having a radius of 14.0 feet; run thence along said curve a distance of 10.78 feet; run thence North 89°36’15” East a distance of 64.85 feet; run thence South 0°30’40” West a distance of 280.78 feet to the Point of Beginning of tract, containing 1.14 acres more or less.

V. CORNERSTONE HEALTH SYSTEMS — TUCSON, AZ

A. Address

7220 East Rosewood Drive, Tucson, AZ 85710

B. Legal Description

Parcel No. 1:

Lot 2 in Block 3 of Gateway Center, as recorded in Book 40 of Maps and Plats at Page 47, Records of Pima County, Arizona.

Parcel No. 2:

Non-Exclusive easements, shown as Easement “A”, appurtenant to Parcel No. 1 for utility, public sewer, pedestrian, vehicular access, landscaping and common maintenance purposes, over those portions of Lots 1 and 2 in Block 3, dedicated by the plat of Gateway Center, as recorded in Book 39 of Maps and Plats at Page 36, Records of Pima County, Arizona.

Exhibit A

Parcel No. 3:

Non-exclusive easements, shown as Common Area "A" for utility, pedestrian, vehicular access, landscaping and common area maintenance, and non-exclusive easements, as shown on Common Area "B" for private park and recreation area and drainage purposes, as dedicated by the plat of Gateway Center in Book 37 of Maps and Plats at Page 25, Records of Pima County, Arizona, and as provided through and within that certain Community Declaration for Gateway Center, recorded March 27, 1984, in Book 7248, Page 1050, Pima County, Arizona.

VI. CORNERSTONE HEALTH SYSTEMS — WEBSTER, TX

A. Address

709 Medical Center Boulevard, Webster, TX 77598

B. Legal Description

Being 9.048 acres of land, situated in the Robert Wilson Survey, Abstract 88, Harris County, Texas, being a part of Lot 1, Block 18, Webster Outlots, a subdivision recorded in Volume 67, Page 197, Deed Records of Harris County, Texas, being that certain 9.089 acres save and except 1,783 square feet tract, conveyed in deed from Baywood Hospital, Inc. to Charter Behavioral Health System of Baywood, Inc., dated June 30, 1994, as recorded in the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.), Texas, under County Clerk's File No. P947588, Film Code No. 500-06-544, the subject 9.048 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found at the intersection of the southeasterly right-of-way line of Medical Center Boulevard, based on a width of 80 feet, (formerly known as Jasmine Avenue) with a cut-back line from the southwesterly right-of-way line of Texas Avenue (width varies), as described in right-of-way deed to the County of Harris, dated June 3, 1994, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. P975281, Film Code No. 500-30-0100, being the west northerly corner of the herein described tract, having surface coordinates of X = 3,230,964.65 Y = 640,407.39, all bearings are based on the Texas State Plane Coordinate System, South Central Zone, all coordinates and distances are surface and may be converted to grid by multiplying by a combined scale factor of 0.999870;

THENCE SOUTH 86 degrees 17 minutes 41 seconds EAST, 42.25 feet along said cut-back to a 5/8-inch iron rod found at the west northerly corner of the herein described tract, on the southwesterly right-of-way line of Texas Avenue (width varies), as described in said right-of-way deed;

THENCE SOUTH 41 degrees 10 minutes 58 seconds EAST, 128.79 feet along the southwesterly right-of-way line of Texas Avenue (width varies) to a 5/8-inch iron rod found at the beginning of a curve to the left and a northeasterly corner of the herein described tract;

THENCE SOUTHEASTERLY along said curve to the left and said southwesterly right-of-way line of Texas Avenue (width varies) through a central angle of 06 degrees 42 minutes 23 seconds

Exhibit A

to a 5/8-inch iron rod found at a point of reverse curve and a northeasterly corner of the herein described tract, said curve having a radius of 531.00 feet, an arc length of 62.15 feet, and a long chord length of 62.12 feet bearing SOUTH 44 degrees 32 minutes 10 seconds EAST;

THENCE SOUTHEASTERLY along a curve to the right and said southwesterly right-of-way line of Texas Avenue (width varies) through a central angle of 06 degrees 42 minutes 49 seconds to a 5/8-inch iron rod found at a northeasterly corner of the herein described tract and on the southwesterly right-of-way line of Texas Avenue (60 feet wide), said curve having a radius of 492.00 feet, an arc length of 57.65 feet, and a long chord length of 57.62 feet bearing SOUTH 44 degrees 31 minutes 57 seconds EAST;

THENCE SOUTH 41 degrees 10 minutes 58 seconds EAST, 351.50 feet along said southwesterly right-of-way line of Texas Avenue (60 feet wide) to a 1/2-inch iron rod found at the most easterly corners of the herein described tract, said Lot 1 and said 9.089 acre tract and being the most northerly corner of that certain tract of land conveyed in deed from Environmental Industries, Inc. to Houston Stafford Electric, Inc, dated July 17, 1978, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. F683849 Film Code No. 200-14-2583;

THENCE SOUTH 48° 48' 02" West, 630.00 feet along the northwesterly line of said Houston Stafford Electric, Inc. tract and a northwesterly line of the residue of Lot 3, Block 18, conveyed in deed from Ashton Place, Inc, to W. E. Evans (an undivided 86%), and H. L. Lugenheim (an undivided 14%), dated June 14, 1984, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. J555232, Film Code No. ###-##-#### and in deed from United States National Bank, as Independent Executor of the Estate of H. L. Lugenheim, et al, to W. E. Evans, dated July 28, 1995, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. R635159, Film Code No. 505-83-0474, to a 5/8-inch iron rod found at the most southerly corner of the herein described tract and the most easterly corner of that certain 3.48 acre tract, conveyed in deed from Frank W. Judd, Trustee to Kenneth J. Gurry, et ux, dated May 29, 1974, as recorded in the O.P.R.R.P.H.C. under County Clerk's File No. E173548, Film Code No. 104-19-1124;

THENCE NORTH 41° 02' 05" West, 345.40 feet along the common line between said 9.089 acre tract and said 3.48 acre tract to a 5/8-inch iron rod found at a westerly corner of the herein described tract;

THENCE NORTH 41° 51' 22" West, 282.12 feet continuing with said common line to a 1/2-inch iron rod found on the said southeasterly right-of-way line of Medical Center Boulevard, being the most westerly corner of the herein described tract;

THENCE NORTH 48° 35' 36" East, 595.49 feet with said southeasterly right-of-way to the POINT OF BEGINNING and containing 9.048 acres of land, more or less.

Exhibit A

VII. HEALTH MANAGEMENT ASSOCIATES — POPLAR BLUFF, MO

A. Address

2620 North Westwood Blvd., Poplar Bluff, MO 63901

B. Legal Description

TRACT 1

Parcel A

All that, part of the West Half (1/2) of the Southwest Quarter of Section 28, Township 25 North, Range 6 East of the Fifth Principal Meridian, in the City of Poplar Bluff, Butler County, Missouri, which is described as follows:

From the Northwest Corner of the Southwest Quarter of said Section 28, measure Southerly along and with the West line of said Section a distance of 1074.48 feet; thence, South 89 degrees 22 minutes 10 seconds East a distance of 20.0 feet to the POINT OF BEGINNING. Thence, South 00 degrees 21 minutes 10 seconds West parallel to the West line of said Section a distance of 289.39 feet to the South line of the Northwest Quarter of the Southwest Quarter; thence, North 87 degrees 12 minutes West a distance of 20.0 feet to the West line of said Section; thence, South 00 degrees 21 minutes 10 seconds West a distance of 311.13 feet to the West right-of-way line of U.S. Highway "67"; thence, South 30 degrees 51 minutes 30 seconds East along and with said right-of-way line a distance of 40.18 feet; thence, South 87 degrees 41 minutes 05 seconds East along and with said right-of-way line a distance of 24.37 feet; thence, South 87 degrees 11 minutes 30 seconds East a distance of 150.80 feet; thence, North 57 degrees 34 minutes 35 seconds East a distance of 291.34 feet.; thence, South 87 degrees 07 minutes 10 seconds East a distance of 444.34 feet; thence, North 00 degrees 40 minutes 50 seconds East a distance of 398.24 feet; thence, North 57 degrees 33 minutes 00 seconds East a distance of 91.00 feet; thence, North 32 degrees 27 minutes 00 seconds West a distance of 245.54 feet; thence, South 57 degrees 33 minutes 00 West a distance of 63.10 feet; thence, North 26 degrees 47 minutes 30 seconds West a distance of 87.00 feet; thence, South 87 degrees 16 minutes 55 seconds West a distance of 131.35 feet; thence, South 87 degrees 52 minutes 00 seconds West a distance of 40.34 feet; thence, North 02 degrees 42 minutes 35 seconds West a distance of 154.03 feet; thence, North 88 degrees 16 minutes 25 seconds West along and with the South line of a tract of land recorded in Deed Book 530 at page 332 of the Butler County Land Records a distance of 228.36 feet; thence, South 01 degrees 05 minutes 00 seconds West along and with the East line of property described in Deed Book 106 at page 465 of the Butler County Land Records a distance of 345.64 feet; thence, North 89 degrees 22 minutes 10 seconds West along and with the South line of said property a distance of 304.83 feet to the POINT OF BEGINNING.

Parcel B

Easement appurtenant to Tract One as established in Perpetual Easement Agreement between Joe Hefner Mercantile Company and Lucy Lee Hospital, Inc., recorded in Book 593 at Page 658 in the Butler County, Missouri, Land Records and further described as follows:

Exhibit A

All that part of the South Half of the North Half of the Southwest Quarter of the Southwest Quarter of Section 28, Township 25 North, Range 6 East of the Fifth Principal Meridian, Butler County, Missouri, which is described as follows: Beginning at the intersection of the North line of said South Half of the North Half of the Southwest Quarter of the Southwest Quarter and the Easterly right of way line of U.S. Highway 67; thence Southeasterly along and with said right of way a distance of 85.8 feet to a point; thence, Northeasterly on a line which extends through a point defined as being 503.2 feet North and 900 feet West of the Southeast corner of said South Half of the North Half of the Southwest Quarter of the Southwest Quarter to a point on the North line of said South Half of the North Half of the Southwest Quarter of the Southwest Quarter; thence, West along and with said North Line to the Point of Beginning.

VIII. HEALTHSOUTH CORPORATION — FAYETTEVILLE, AR

A. Address

153 E. Monte Painter Drive, Fayetteville, AR 72703

B. Legal Description

A part of the SW1/4 of the SW1/4 of Section 26 and a part of the N1/2 of the NW1/4 of Section 35, all in Township 17 North, Range 30 West in Washington County, Arkansas, more particularly described as follows: Beginning at the SE corner of the SW1/4 of the SW1/4 of Section 26 and running then N 0 degrees 31'40" W 92.61 feet; thence S 89 degrees 28'20" W 420.0 feet; thence S 0 degrees 54'04" E 517.99 feet; thence N 89 degrees 28'20" E 420.4 feet; thence N 1 degree 02'11" W 425.39 feet to the point of beginning, containing 4.993 acres, more or less, subject to a street right-of-way along the North side of the above described property.

IX. HEALTHSOUTH CORPORATION — FT. LAUDERDALE, FL

A. Address

4399 Nob Hill Road, Sunrise, FL 33351

B. Legal Description

The land referred to herein is situate in the County of Broward, State of Florida and is described as follows:

Parcel 7 of Welleby N.W. Quadrant, according to the Plat thereof recorded in Plat Book 110, Page 48, of the Public Records of Broward County, Florida.

Exhibit A

X. HEALTHSOUTH CORPORATION — PETERSBURG, VA

A. Address

95 Pinehill Boulevard, Petersburg, VA 23805

B. Legal Description

ALL that certain lot, piece or parcel of land situate, lying and being in the City of Petersburg, Virginia containing 6.963 acres of land, more or less, together with the improvements thereon and the appurtenances thereunto belonging and described as Lot 1 on that certain subdivision plat prepared by Timmons Group dated March 25, 2005, entitled "Plat Showing a Subdivision of 108.010 Acres of Land For The Creation of a 6.963 +/- Acre Parcel of Land and the Dedication of 0.414 +/- Acre of Land As Public Right of Way Situated on the East Line of South Crater Road-U.S. Route 301 and the West Line of Interstate I 95 in the City of Petersburg, Virginia", a copy of which plat is recorded in the Office of the Clerk of the Circuit Court of the City of Petersburg, Virginia (the "Clerk's Office") in Plat Book 5, pages 275 and 276 and reference to which is hereby made for a more particular description of the property conveyed.

BEING a portion of the same property conveyed to grantor (formerly Petersburg South Associates, a Virginia general partnership) by deed from Crater South Associates, dated August 12, 1983, recorded August 15, 1983, in the Clerk's Office in Deed Book 398, page 467. Petersburg South Associates converted to grantor by Certificate recorded in the Clerk's Office on January 31, 2003 as Instrument No. 03-000418.

EXCLUDING THEREFROM that certain parcel of land conveyed to the City of Petersburg, Virginia pursuant to that certain Deed dated June 26, 2008 and recorded on June 30, 2008 as Instrument 08-002741 at Page 554, Clerk's Office, Circuit Court of the City of Petersburg, Virginia, said parcel being more particularly described as a certain strip of land lying adjacent to the existing right of way line of Pinehill Boulevard, containing 0.056 acres (2,426 square feet), more or less, land in fee simple, and labeled "Proposed R/W Acquisition" on a plat prepared by NXL, dated March 19, 2007, titled "Acquisition Plat Showing Proposed Right of Way and Easements on the Property of CNL RETIREMENT DAS PETERSBURG, VA, LP," a copy of said plat being incorporated herein by reference and recorded simultaneously with and as part of that certain Option Agreement by and between Grantor and City of Petersburg, Virginia dated as of November 15, 2007 and recorded on May 8, 2008 as Instrument 080002037 in Plat Book 6, Page 87, Clerk's Office, Circuit Court of the City of Petersburg, Virginia, BEING a portion of the same land acquired by the landowner from Petersburg South Associates, LLC, by Deed dated April 28, 2005 and recorded in the office of the Circuit Court of the City of Petersburg, Virginia as Instrument No. 05-002035; and SUBJECT TO those certain easements granted to the City of Petersburg, Virginia pursuant to such Deed.

XI. HEALTHSOUTH CORPORATION — WICHITA, KS

A. Address

Exhibit A

8338 West 13th Street, Wichita, KS 67212

B. Legal Description

Lot 1, Block 1, Northwest Village 5th Addition of Wichita, Sedgwick County, Kansas.

XII. HEALTHTRAX — BRISTOL, CT

A. Address

842 Clark Avenue, Bristol, CT 06010

B. Legal Description

All that certain piece or parcel of land, with the buildings and improvements thereon, located on the east side of Clark Avenue and on the north side of Matthews Street in the City of Bristol, County of Hartford and State of Connecticut, depicted on a map entitled "ALTA/ACSM Land Title Survey Bristol Wellness Center Bristol Club Properties, Inc. 842 Clark Avenue, Bristol, Connecticut Date April 1, 1998 Revised 5/14/98 Scale 1" = 40' Project No. 1547-05" made by A-N Consulting Engineers, Inc., Newington, Connecticut, on file in the Bristol Town Clerk's Office as Map 959J, and being more particularly bounded and described as follows:

BEGINNING at a concrete monument in the northerly street line of Matthews Street, 531 feet, more or less, easterly of Clark Avenue and running along said northerly street line S 87°-37'-04" W, a distance of 198.21 feet to a drill hole in the concrete sidewalk; thence continuing along said street line N 67°-45'-27" W, a distance of 81.97 feet to a drill hole in the concrete sidewalk; thence continuing along said street line N 44°-48'-27" W, a distance of 250.61 feet to a hub and tack, said point being the intersection of the northerly street line of Matthews Street and the easterly street line of Clark Avenue; thence running along said easterly street line of Clark Avenue N 06°-33'-52" E, a distance of 212.50 feet to a iron pin; thence running along land now or formerly of Hillside Park Estates Condominiums N 82°-00'-43" E, a distance of 368.47 feet to an iron pin; thence running along land now or formerly of Harvest Hill Estates Condominiums S 07°-32'-52" E, a distance of 466.95 feet to the place or POINT OF BEGINNING.

XIII. HEALTHTRAX — EAST PROVIDENCE, RI

A. Address

15 Catamore Blvd., East Providence, RI 02914

B. Legal Description

That certain tract or parcel of land, with all the buildings and improvements thereon, situated on the Easterly side of Skycrest Avenue and Northwesterly side of Catamore Boulevard in the City of East Providence and State of Rhode Island, bounded and described as follows:

Exhibit A

Beginning at a point in the Easterly line of Skycrest Avenue which point is at a Southwesterly corner of the within described parcel and the Northwesterly corner of land now or formerly of Trustees of Bairos Family 1995 Revocable Trust;

THENCE: N 23°10'40" E, along the Easterly line of Skycrest Avenue a distance of 350.31 feet to other land now or formerly of K & N Associates;

THENCE: S 28°54'17" E, along the Southwesterly line of said K & N Associates and land now or formerly of Highland Associates a distance of 532.92 feet to a stake set in the Northwesterly line of Catamore Boulevard;

THENCE: S 61°05'43" W, along the Northwesterly line of Catamore Boulevard, a distance of 200.00 feet to another stake set in the Northwesterly line of Catamore Boulevard at a point of tangency with a curve having a radius of 408.32 feet and a central angle of 37°24'43";

THENCE: Following the arc of said curve Southwesterly and Southerly, bounding Southeasterly and Easterly on Catamore Boulevard, an arc distance of 266.62 feet to the Northwesterly corner of land now or formerly of CBS, Inc.;

THENCE: N 64°46'39" W, along said CBS, Inc. land, a distance of 66.57 feet to the Southeasterly corner of land now or formerly of James and Francis Swallow;

THENCE: N 23°10'40" E, bounding Westerly on said Swallow Land, on land now or formerly of George L. and Hilda Connors, land now or formerly of Marilyn R. Fisher, land now or formerly of Robert R. and Carol A. Anderson, and land now or formerly of said Trustees of Bairos Family 1995 Revocable Trust, a distance of 379.91 feet to the Northeasterly corner of said Last-Named Land;

THENCE: N 66°49'20" W, bounding Southerly on said land of Trustees of Bairos Family 1995 Revocable Trust a distance of 144.80 feet to the point of beginning.

TOGETHER WITH reciprocal rights set forth in Book 673 at page 180.

XIV. HEALTHTRAX — ENFIELD, CT

A. Address

3 Weymouth Road, Enfield, CT 06082

B. Legal Description

Land situated in the County of Hartford, State of Connecticut, more particularly described as:

Exhibit A

Those two certain pieces or parcels of land, with the buildings and improvements thereon and appurtenants thereto belonging or in any way appertaining, situated in the Town of Enfield, County of Hartford and State of Connecticut, bounded and described as follows:

FIRST PIECE:

Beginning at a point in the southerly line of land of the State of Connecticut at the northeast corner of land now or formerly of James M. Ranta; thence running N 79° 05' 41" E along said land of the State of Connecticut, a distance of 213.11 feet to a Connecticut Highway Department stone bound; thence running in a curve to the left having a radius of 265.00 feet along land of the State of Connecticut, a distance of 304.00 feet to a point; thence running S 81° 57' 56" E along land now or formerly of Matthew Alaimo, a distance of 568.83 feet to a point; thence running S 7° 37' 55" W along land now or formerly of Gerald R. Simpkins, a distance of 381.96 feet to a point; thence running N 80° 26' 59" W along lands now or formerly of James M. Ranta, Hans J. Eilmus, James Creelman, Eugene Osik, Francis J. Zator, partly by each, a total distance of 632.00 feet to a point; thence running N 83° 18' 29" W along the Second Piece herein described and lands now or formerly of Carl A. Falk, Anna B. Boudreau and Edmund F. Moncevicus, partly by each, a total distance of 323.95 feet to a point; and thence running N 11° 30' 17" E along land now or formerly of James M. Ranta, a distance of 77.76 feet to the point and place of beginning.

SECOND PIECE:

Beginning at the fifth of the six points described above, located on the southerly boundary of the First Piece described above at the northwest corner of land now or formerly of Francis J. Zator; thence running S 7° 16' 59" W along said land now or formerly of Francis J. Zator a distance of 300.00 feet to a point, thence running N 82° 07' 33" W along Weymouth Road a distance of 15.00 feet to a point; thence running N 7° 16' 59" E along land now or formerly of Carl A. Falk a distance of 300.00 feet to a point; thence running S 83° 18' 29" E along the First Piece herein described a distance of 15.00 feet to the point and place of beginning.

Together with a right of way over an area designated "Bituminous Drive" on a certain map or plan as reserved in a certain deed from Enfield Land Associates to Joseph R Pepe, Trustee, recorded in Volume 404 at Page 39 of the Enfield Land Records, and as further set forth in a certain easement from Vera E. Bidwell to Enfield Land Associates dated May 5, 1976 and recorded in Volume 417 at Page 455 of the Enfield Land Records.

Together with a right of way set forth in an instrument dated December 18, 1978 and recorded in Volume 329 at Page 16 of the Enfield Land Records, and drainage easements from Matthew C. Alaimo to Enfield Systems, Inc. dated November 8, 1974 and June 27, 1979 and recorded in Volume 391 at Page 487, and in Volume 444 at Page 1061, respectively, of the said Land Records.

Together with an Easement from Francis J. Zator and Julia U. Zator dated March 17, 1988 and recorded in Volume 570 at Page 816 of the Enfield Land Records.

For a further description, reference is hereby made to a map entitled "Plan Prepared for Healthtrax International 3 Weymouth Road Enfield, Conn. Kasper Associates, Inc. Vernon, CT

Exhibit A

Scale 1" = 40' Nov. 1986 Proj. No. V-1078-A", revised November 24, 1986 and December 1, 1986, which map is on file in the Enfield Land Records.

XV. HEALTHTRAX — NEWINGTON, CT

A. Address

375 E Cedar Street, Newington, CT 06111

B. Legal Description

All that certain piece or parcel of land located on the south side of East Cedar Street (a.k.a. Conn. Route 175) in the Town of Newington, County of Hartford and State of Connecticut, depicted on a map entitled "ALTA/ACSM Land Title Survey Healthtrax Fitness & Wellness" prepared by A-N Consulting Engineers, Inc., Newington, Connecticut, dated March 30, 1998, Scale 1" = 20', Sheet 1 of 1, sealed by Jeffrey W. Davis, P.E.L.S. Connecticut License No. 15807, and more particularly described as follows:

Beginning at a C.D.O.T. monument in the southerly street line of East Cedar Street, 500 feet, more or less, westerly of the Berlin Turnpike and running along land now or formerly of Dinu P. Dave S 06° 47' 53" E, a distance of 267.60 feet to an iron pin; thence running along land now or formerly of Frederick H. Callahan S 80° 09' 57" W, a distance of 145.56 feet to an iron pin; thence continuing along land of said Callahan S 79° 36' 17" W, a distance of 132.87 feet to a P.K. nail in the pavement; thence running along land now or formerly of Kenneth G. & Anne E. Kelly N 08° 10' 33" W, a distance of 281.74 feet to a C.D.O.T. monument in the southerly street line of East Cedar Street; thence running along said street line in a generally easterly direction along a curve to the left having a radius of 2,062.20 feet, an interior angle of 7° 55' 06", a tangent distance of 142.73 feet, an arc length of 285.00 feet, a chord length of 284.77 feet, and a chord bearing of N 82° 10' 40" E to a C.D.O.T. monument; thence running along said street line S 06° 59' 30" E, a distance of 3.10 feet to the place or point of beginning.

XVI. HEALTHTRAX — WARWICK, RI

A. Address

2191 Post Road, Warwick, RI 02886

B. Legal Description

That certain tract or parcel of land with all buildings and improvements thereon, located in the City of Warwick, County of Kent, State of Rhode Island, bounded and described as follows:

Beginning at a point being 50.87 feet left of Post Road Baseline Station 59+50.90 as shown on State Highway Plat No. 2331, said point being the most southeasterly corner of the parcel hereby described;

Exhibit A

Thence: turning S 86° 22' 22" W, bounded southwesterly by land now or formerly of Chelo Realty, Inc., a distance of 26.03 feet to a point;

Thence: S 75° 09' 09" W, 76.65 feet to a point of curvature;

Thence: running generally northwesterly and northerly direction along the arc of a right hand curve, having a radius of 37.50 feet, an arc distance of 58.90 feet to a point of tangency;

Thence: S 75° 09' 09" W, bounded southerly by other land now or formerly of Chelo Realty, Inc. a distance of 454.65 feet to a point in the easterly line of land now or formerly of National Railroad Passenger Corp., the last four courses being bounded by other land now or formerly of Chelo Realty, Inc.;

Thence: N 02° 18' 14" W, bounded westerly by said National Railroad Passenger Corp. land, a distance of 245.87 feet to a point;

Thence: N 75° 09' 09" E, bounded northerly by the Airport Connector Road, so-called, a distance of 488.76 feet to a point;

Thence: S 14° 50' 51" E, bounded easterly in part by land now or formerly of Harold S. & Isabell M. Gold and in part by Post Road, 103.09 feet to a point;

Thence: S 64° 28' 16" W, bounded southerly by said Post Road, 20.82 feet to a point of curvature;

Thence: running generally southwesterly direction along the arc of a left hand curve, having a radius of 100.00 feet, an arc distance of 45.38 feet to a point of compound curvature;

Thence: running generally southwesterly direction along the arc of a right hand curve, having a radius of 35.00 feet, an arch distance of 18.05 feet to a point;

Thence: S 17° 13' 24" E, 137.90 feet to a point;

Thence: N 75° 11' 00" E, 86.98 feet to a point of curvature;

Thence: running generally southeasterly direction along the arc of a right hand curve, having a radius of 99.50 feet, an arc distance of 33.51 feet to a point of tangency;

Thence: S 47° 46' 45" E, 8.87 feet to the place of beginning, the last 7 (seven) lines bounding on said Post Road.

XVII. HEALTHTRAX — WEST SPRINGFIELD, MA

A. Address

149 Ashley Avenue, West Springfield, MA 01089

Exhibit A

B. Legal Description

A certain parcel of land located in West Springfield, Hampden County, Massachusetts, being shown on a plan entitled "ALTA/ACSM TITLE SURVEY, West Springfield Club Properties, Inc., 155 Ashley Avenue, West Springfield, Massachusetts", prepared by John K. Somers, Professional Land Surveyor, West Springfield, Massachusetts, dated August 5, 1996, revised February 10, 1997, updated April 30, 1998, Scale 1" = 30', Sheet 1 of 1, recorded with the Hampden County Registry of Deeds of Book of Plan 302, Plan 32, and more particularly described as follows:

Beginning as a point on the westerly side of Ashley Avenue at the southeast corner of the parcel herein described, said point being 10.78 feet Westerly of an iron pipe;

Thence running N 60° 47' 46" W, a distance of 439.22 feet to an iron pipe;

Thence turning and running N 21° 59' 20" E, a distance of 208.75 feet to an iron pipe;

Thence turning and running S 60° 53' 29" E, a distance of 513.72 feet to an iron pipe;

Thence turning and running S 42° 16' 27" W, a distance of 213.43 feet to the point of beginning.

XVIII. MOUNTAIN VIEW — IDAHO FALLS, ID

A. Address

2325 Coronado Street, Idaho Falls, ID 83404

B. Legal Description

Lot 3 in Block 5 of Charming Way Addition, Division No. 5, to the City of Idaho Falls, according to the official plat thereof, recorded on July 19, 1999 as Instrument No. 1002126, filed in Official Records of Bonneville County, Idaho.

XIX. PIONEER VALLEY — WEST VALLEY CITY, UT

A. Address

3460 South Pioneer Parkway, West Valley City, UT 84120

B. Legal Description

Parcel 1:

BEGINNING at a point South 89°56'54" West 1054.1 feet and North 0°04'58" West 173.0 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian, (said point also being on the Westerly line of 4155 West Street), which point is also

Exhibit A

the Northeast corner of the HCA Properties, Inc. property contained in that certain Warranty Deed recorded September 11, 1981 as Entry No. 3603565, in Book 5291, at Page 153 of the Official Records; and running thence West along said HCA Properties, Inc., North boundary line, 100.00 feet to the Northwest corner of the HCA Properties, Inc. property; thence along the West boundary of the said HCA Properties, Inc. property South 0°04'58" East 140.0 feet to the North line of 3500 South Street; thence along said North line of said 3500 South Street South 89°56'54" West 171.0 feet to a point on the West line of the Southeast quarter of the Southeast quarter of said Section 30; thence along said West line North 1295 feet to the 1/16 Section line; thence East 425.88 feet, more or less, to a point on the West line of vacated 4155 West Street; thence along said West line South 0°05' East 150.24 feet, more or less, to a point of tangency with a 144.69 foot radius curve to the right; thence Southwesterly 124.27 feet along said curve to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of tangency with a 205.32 foot radius curve to the left; thence Southwesterly 175.79 feet along said curve to a point of tangency; thence South 723.44 feet to the point of BEGINNING.

TOGETHER WITH the West one-half of the vacated street (4155 West Street) abutting a portion of the said property on the East.

EXCEPTING THEREFROM the following described property conveyed to National Health Investors, Inc. in that certain Special Warranty Deed recorded March 2, 1993 as Entry No. 5445234, in Book 6613, at Page 1040 of the Official Records, to-wit: BEGINNING at a point on the West line of the Southeast quarter of the Southeast quarter of Section 30, said point being South 89°56'54" West along the Section line 1323.97 feet and North 0°08'49" West 1093.53 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°08'49" West along said West line 234.16 feet to the Northwest corner of the Southeast quarter of said Section 30; thence North 89°57'12" East along the North line of said Southeast quarter of the Southeast quarter 279.72 feet; thence South 0°08'49" East 113.80 feet; thence South 45°08'49" East 43.64 feet; thence South 00°08'49" East 6.02 feet; thence North 89°51'11" East 6.02 feet; thence South 45°08'49" East 109.16 feet to a point on a curve to the right, the radius point of which bears North 53°23'53" West 144.69 feet; thence Southwesterly along the arc of said curve 31.63 feet to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of a 205.32 foot radius curve to the left; thence Southwesterly along the arc of said curve 37.77 feet; thence North 45°08'49" West 186.99 feet; thence South 89°51'11" West 5.23 feet; thence South 0°08'49" East 62.88 feet; thence South 89°51'11" West 179.63 feet to the point of BEGINNING.

Parcel 2:

BEGINNING at a point on the North right of way line of 3500 South Street and the West right of way line of 4155 West Street, said point being South 89°56'54" West 1057.25 feet, more or less, and North 0°03'06" West 33 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°03'06" West along said West right of way line 140.0 feet, more or less, to the Southerly boundary line of the Valley West Hospital, Inc. property as described in that certain Warranty Deed recorded January 26, 1979 as Entry No. 3229774, in Book 4806, at Page 585, Salt Lake County Recorder's Office; thence South 89°56'54" West along said South boundary line 100.0 feet, more or less, to an Easterly boundary line of Valley West Hospital's property as described in the Warranty Deed

Exhibit A

described hereinabove; thence South 0°03'06" East along said East boundary line 140.0 feet, more or less, to the North right of way line of 3500 South Street; thence North 89°56'54" East along said North right of way line 100.00 feet, more or less, to the point of BEGINNING.

Parcel 3:

BEGINNING at a point 885.275 feet West and 33 feet North from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West along the North line of 3500 South Street 108.525 feet, more or less, to the East line of 4155 West Street; thence North 0°04'58" West along said East line 167 feet; thence North 89°56'54" East 108.525 feet, more or less; thence South 167 feet to the point of BEGINNING.

Parcel 4:

BEGINNING at a point South 89°56'54" West 994.1 feet and North 0°04'58" West 283.0 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian, (which point of beginning is on the Easterly line of 4155 West Street); and running thence North 0°04'58" West 365 feet; thence East 300 feet; thence North 0°04'58" West 320.0 feet; thence West 275.99 feet to a point on a 145.32 foot radius curve to the right; thence Northeasterly 39.70 feet along said curve to a point of tangency; thence North 49°07'42" East 38.22 feet to a point on a 204.69 foot radius curve to the left; thence Northeasterly 175.81 feet along said curve to a point of tangency; thence North 0°05' West 150.28 feet, more or less, to the 1/16 Section line; thence East 343.88 feet, more or less; thence South 710.0 feet; thence West 32.88 feet; thence South 265.255 feet; thence South 89°56'54" West 285.00 feet; thence South 0°04'58" East 70.00 feet; thence South 89°56'54" West 180.53 feet to the point of BEGINNING.

EXCEPTING THEREFROM that portion located within the bounds of 3390 South Street (also known as Pioneer Parkway).

TOGETHER WITH the East one-half of the vacated street (4155 West Street) abutting a portion of said property on the West.

Parcel 5:

BEGINNING at a point North along the Section line 796.505 feet and West 170.35 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 324.65 feet; thence North 178.25 feet; thence East 324.65 feet; thence South 178.25 feet to the point of BEGINNING.

Parcel 6:

BEGINNING at point in the center of 4000 West Street 618.255 feet North of the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 178.25 feet; thence West 495 feet; thence South 178.25 feet; thence East 495 feet to the point of BEGINNING.

EXCEPTING THEREFROM those portions located within the bounds of 4000 West Street and 3390 South Street (also known as Pioneer Parkway).

Exhibit A

DESCRIPTIONS OF RAISED PLANTED PORTIONS OF THE DESIGNATED THREE MEDIAN ISLANDS “A”, “B” AND “C” LOCATED TOTALLY WITHIN DEDICATED 3390 SOUTH STREET BOUNDARY AND REMAINING IN PRIVATE OWNERSHIP ARE AS FOLLOWS:

PLANTED MEDIAN “A”

Beginning at a point North 651.27 feet and West 860.12 feet from the Southeast corner of Section 30, T 1 S, R 1 W, SLB & M; thence Southwesterly 29.59 feet along a curve to the left having a radius of 109.63 feet and a central angle of 15°27'58”; thence Southwesterly 10.76 feet along a curve to the right having a radius of 111.30 feet and a central angle of 5°32' 17”; thence South 2.00 feet; thence East 44.21 feet; thence Northeasterly 29.59 feet along a curve to the left having a radius of 109.63 feet and a central angle of 15°27'58”; thence Northeasterly 10.76 feet along a curve to the right having a radius of 111.30 feet and a central angle of 5°32' 17”; thence North 2.00 feet; thence West 44.21 feet to the point of beginning, containing 0.012 acres +/-.

PLANTED MEDIAN “B”

Beginning at a point North 651.27 feet and West 653.76 feet from the Southeast corner of Section 30, T 1 S, R 1 W, SLB & M; thence Southwesterly 29.59 feet along a curve to the left having a radius of 109.63 feet and a central angle of 15°27'58”; thence Southwesterly 10.76 feet along a curve to the right having a radius of 111.30 feet and a central angle of 5°32' 17”; thence South 2.00 feet; thence East 58.15 feet; thence Northeasterly 29.59 feet along a curve to the left having a radius of 109.63 feet and a central angle of 15°27'58”; thence Northeasterly 10.76 feet along a curve to the right having a radius of 111.30 feet and a central angle of 5°32' 17”; thence North 2.00 feet; thence West 58.15 feet to the point of beginning, containing 0.014 acres +/-.

PLANTED MEDIAN “C”

Beginning at a point North 651.27 feet and West 461.45 feet from the Southeast corner of Section 30, T 1 S, R 1 W, SLB & M; thence Southwesterly 13.09 feet along a curve to the left having a radius of 4.17 feet and a central angle of 180°00'00”; thence East 95.74 feet; thence Northeasterly 80.72 feet along a curve to the left having a radius of 154.17 feet and a central angle of 30°00'00”; thence N 60°00'00” E 94.24 feet; thence Northeasterly 17.78 feet along a curve to the left having a radius of 99.17 feet and a central angle of 10°16'24”; thence N 49°43'36” E 22.89 feet; thence Northeasterly 4.20 feet along a curve to the right having a radius of 100.83 feet and a central angle of 2°23'03”; thence N 30°00'00” W 2.00 feet; thence S 60°00'00” W 138.59 feet; thence Southwesterly 76.36 feet along a curve to the right having a radius of 145.83 feet and a central angle of 30°00'00”; thence West 95.74 feet to the point of beginning, containing 0.058 acres +/-.

XX. SHILOH HEALTH SERVICES — PLAQUEMINE, LA

A. Address

59355 River West Drive, Plaquemine, LA 70764

Exhibit A

B. Legal Description

Tract I-B

A certain tract or parcel of ground, together with all the buildings and improvements thereon, situated in Iberville Parish, Louisiana, being a portion of Lots 12 & 13 of St. Louis Plantation, located in Sections 43 & 44, Township 9 South, Range 12 East, Southeastern Land District of Louisiana, West of the Mississippi River which is designated as Tract I-B according to a "Map Showing As-Built Survey of Tract I-B, 1-C, and Portion of the Southern 40' of an 80' Access Servitude" made by Rodi & Songy, Inc., Consulting Engineers and Land Surveyors, dated October 7, 1992, a copy of which is on file and of record in the office of the Clerk of Court of Iberville Parish, Louisiana, which is described more particularly according to said map, as follows:

Commencing at a point being the southerly corner of Lot 13 of St. Louis Plantation as shown on survey by Earl Porter dated March 20, 1947; said point also being the Point of Beginning.

Thence proceed South 45 degrees 58' 30" West a distance of 139.69 feet to a point; thence proceed North 23 degrees 31' 25" West a distance of 34.91 feet to a point; thence proceed 481.52 feet along the arc of a curve to the left having a radius of 1949.86 feet (Chord North 31 degrees 53' 04" West 480.30 feet); thence proceed North 49 degrees 51' 56" East a distance of 64.77 feet to a point; thence proceed 71.56 feet along the arc of a curve to the left having a central angle of 3 degrees 56' 33" and a radius of 1040.00 feet; thence proceed North 45 degrees 55' 23" East a distance of 382.31 feet to a point; thence proceed 122.68 feet along the arc of a curve to the left having a central angle of 20 degrees 40' 28" and a radius of 340.00 feet to a point; thence proceed North 25 degrees 14' 55" East a distance of 32.18 feet to a point; thence proceed 76.27 feet along the arc of a curve to the right having a radius of 260.00 feet (Chord North 33 degrees 39' 05" East 75.99 feet); thence proceed South 44 degrees 4' 37" East a distance of 74.40 feet to a point; thence proceed North 45 degrees 55' 23" East a distance of 155.00 feet to a point; thence proceed South 44 degrees 4' 37" East a distance of 110.00 feet to a point; thence proceed North 45 degrees 55' 23" East a distance of 174.00 feet to a point; thence proceed North 44 degrees 4' 37" West a distance of 185.00 feet to a point; thence proceed North 45 degrees 55' 23" East a distance of 35.00 feet to a point; thence proceed South 44 degrees 41' 12" East a distance of 540.78 feet to a point; thence proceed South 45 degrees 18' 19" West a distance of 479.29 feet to a point; thence proceed South 45 degrees 58' 30" West a distance of 607.22 feet to the Point of Beginning.

Tract 1-C

A certain tract or parcel of ground, together with all the buildings and improvements thereon, situated in Iberville Parish, Louisiana, being a portion of Lots 12 & 13 of St. Louis Plantation, located in Sections 43 & 44, Township 9 South, Range 12 East, Southeastern Land District of Louisiana, West of the Mississippi River which is designated as Tract I-C according to a "Map Showing As-Built Survey of Tract I-B, I-C, and Portion of the Southern 40' of an 80' Access Servitude" made by Rodi & Songy, Inc., Consulting Engineers and Land Surveyors, dated October 7, 1992, a copy of which is on file and of record in the office of the Clerk of Court of Iberville Parish, Louisiana, which is described more particularly according to said map, as follows:

Exhibit A

Commencing at a point being the southerly corner of Lot 13 of St. Louis Plantation as shown on survey by Earl Porter dated March 20, 1947; thence proceed South 45 degrees 58' 30" West a distance of 139.69 feet to a point; thence proceed North 23 degrees 31' 25" West a distance of 34.91 feet to a point; thence proceed 563.41 feet along the arc of a curve to the left having a central angle of 16 degrees 33' 20" and a radius of 1949.86 feet to a point, said point also being the Point of Beginning.

Thence proceed North 35 degrees 24' 56" West a distance of 99.26 feet to a point; thence proceed North 41 degrees 01' 14" West a distance of 138.41 feet to a point; thence proceed North 47 degrees 00' 07" East a distance of 687.73 feet to a point; thence proceed North 45 degrees 55' 23" East a distance of 54.68 feet to a point; thence proceed South 44 degrees 41' 12" East a distance of 182.01 feet to a point; thence proceed South 45 degrees 55' 23" West a distance of 11.78 feet to a point; thence proceed 122.68 feet along the arc of a curve to the left having a central angle of 20 degrees 40' 28" and a radius 340.00 feet to a point; thence proceed South 25 degrees 14' 55" West a distance of 32.18 feet to a point; thence proceed 93.82 feet along the arc of a curve to the right having a central angle of 20 degrees 40' 28" and a radius of 260.00 feet to a point; thence proceed South 45 degrees 55' 23" West a distance of 382.31 feet to a point; thence proceed 66.06 feet along the arc of a curve to the right having a central angle of 3 degrees 56' 33" and a radius of 960.00 feet to a point; thence proceed South 49 degrees 51' 56" West a distance of 64.77 feet to a point; thence proceed 1.88 feet along the arc of a curve to the left having a radius of 1949.86 feet (Chord North 41 degrees 20' 15" West 1.88 feet) to the Point of Beginning.

Tract I-D-2

A certain tract or parcel of ground, together with all the buildings and improvements thereon, situated in Iberville Parish, Louisiana, known as Tract I-D-2 as shown on the Map Showing Resubdivision of Tract I-D-1 into Tracts I-D-1 and I-D-2 prepared by Michael B. Songy, PLS, dated October 13, 1993 and recorded on December 27, 1993 in Conveyance Book 465, Entry 63, Iberville Parish, Louisiana, which is described more particularly according to said map, as follows:

Commence at an iron rod marking the southeasterly corner of Tract I-D-1 situated on the northwesterly right of way line of a 80 foot servitude of passage for the point of beginning; proceed North 44° 41' 12" West a distance of 182.01 feet to an iron pipe and corner; thence South 45° 55' 23" West a distance of 333.73 feet to an iron pipe and corner; thence South 44° 41' 12" East a distance of 32 feet to an iron pipe and corner; thence North 45° 55' 23" East a distance of 263.73 feet to an iron pipe and corner; thence South 44° 41' 12" East a distance of 70 feet to an iron pipe and corner; thence North 45° 55' 23" East a distance of 50.00 feet to an iron pipe and corner; thence South 44° 41' 12" East a distance of 80.01 feet to an iron pipe on the northwesterly right of way of said servitude of passage and corner; thence North 45° 55' 23" East along said right of way line a distance of 20.00 feet to an iron rod and the point of beginning.

Portion of the Southern 40' of an 80' Access Servitude

Exhibit A

A certain tract or parcel of ground, together with all the buildings and improvements thereon, situated in Iberville Parish, Louisiana, being a portion of Lots 12 & 13 of St. Louis Plantation, located in Sections 43 & 44, Township 9 South, Range 12 East, Southeastern Land District of Louisiana, West of the Mississippi River which is designated as a Portion of the Southern 40' of an 80' Access Servitude according to a "Map Showing As-Built Survey of Tract I-B, I-C, and Portion of the Southern 40' of an 80' Access Servitude" made by Rodi & Songy, Inc., Consulting Engineers and Land Surveyors, dated October 7, 1992, a copy of which is on file and of record in the office of the Clerk of Court of Iberville Parish, Louisiana, which is described more particularly according to said map, as follows:

Commencing at a point being the southerly corner of Lot 13 of St. Louis Plantation as shown on survey by Earl Porter dated March 20, 1947; thence proceed South 45 degrees 58' 30" West a distance of 139.69 feet to a point; thence proceed North 23 degrees 31' 25" West a distance of 34.91 feet to a point; thence proceed 481.52 feet along the arc of a curve to the left having a radius of 1949.86 feet (Chord North 31 degrees 53' 04" East 480.30 feet) to a point, said point also being the Point of Beginning.

Thence proceed 40.00 feet along the arc of a curve to the left having a radius of 1949.86 feet to a point; thence proceed North 49 degrees 51' 56" East a distance of 64.77 feet to a point; thence proceed 68.81 feet along the arc of a curve to the left having a central angle of 3 degrees 56' 33" and a radius of 1000.00 feet to a point; thence proceed North 45 degrees 55' 23" East a distance of 382.31 feet to a point; thence proceed 108.25 feet along the arc of a curve to the left having a central angle of 20 degrees 40' 28" and a radius of 300.00 feet to a point; thence proceed North 25 degrees 14' 55" East a distance of 32.18 feet to a point; thence proceed 108.25 feet along the arc of a curve to the right having a central angle of 20 degrees 40' 28" and a radius of 300.00 feet to a point; thence proceed North 45 degrees 55' 23" East a distance of 345.99 feet to a point; thence proceed South 44 degrees 41' 12" East a distance of 40.00 feet to a point; thence proceed South 45 degrees 55' 23" West a distance of 346.46 feet to a point; thence proceed 93.82 feet along the arc of a curve to the left having a central angle of 20 degrees 40' 28" and a radius of 260.00 feet to a point; thence proceed South 25 degrees 14' 55" West a distance of 32.18 feet to a point; thence proceed 122.68 feet along the arc of a curve to the right having a central angle of 20 degrees 40' 28" and a radius of 340.00 feet to a point; thence proceed South 45 degrees 55' 23" West a distance of 382.31 feet to a point; thence proceed 71.56 feet along the arc of a curve to the right having a central angle of 3 degrees 56' 33" and a radius of 1040.00 feet to a point; thence proceed South 49 degrees 51' 56" West a distance of 64.77 feet to the Point of Beginning, less and except that portion of the 40 foot strip adjacent to Tract I-A.

Servitudes for the right to pass on, under, over and through that tract of land forty feet in width of the Cardinal-Granada Family described in the act referenced below, together with the right to lay, maintain, inspect, operate, repair, alter, remove and replace pipes, sewer lines, utility poles and fixtures and all appurtenances and necessary lines, fixtures, fittings, meter and other improvements and equipment as may be necessary or convenient for access and for the provision of utilities and other services established by virtue of Act Establishing Servitudes dated February 28, 1983 between Rhodes J. Spedale General Hospital, Inc. and Anthony Cardinal, et als, which act was recorded in Book 341, Entry No. 260 of the conveyance records of Iberville Parish, Louisiana.

Exhibit A

A 7.5 foot wide by 74.40 feet in length drainage and utility servitude located on Tract I-A, and a 20 foot wide by 185 foot long drainage and utility servitude both described by and established in the Act of Sale dated March 3, 1983 from Rhodes J. Spedale General Hospital, Inc. to RWB Medical Properties Limited Partnership II recorded in Book 341, Entry No. 290 as amended by Notarial Act of Correction recorded in Book 426, Entry No. 20.

Excepting Therefrom the Following:

ONE CERTAIN LOT OR PARCEL OF GROUND, together with all buildings and improvements located thereon, situated in the Parish of Iberville, State of Louisiana, and being more particularly described as Tract 1-C-A of Belleview Farms, located in Section 44, Township 9 South, Range 12 East, Iberville Parish, Louisiana, according to a map or plat entitled "Map Showing Resubdivision of Tract 1-C into Tracts 1-C-A & 1-C-B of Belleview Farms, located in Section 44, T-9-S, R-12-E, Iberville Parish, Louisiana for Dugas-Sturlese-Zuschlag Partnership", made by Evans-Graves Engineers, Inc., Engineering Consultants, dated March 29, 1994, which is described more particularly according to said map as follows:

Commencing at a point which is the most southwesterly corner of Tract 1-C, according to a map entitled "Map Showing As-Built Survey of Tract I-B, 1-C and Portion of the Southern 40' of an 80' Access Servitude", made by Rodi & Songy, Inc., Consulting Engineers and Land Surveyors, dated October 2, 1992, a copy of which is on file and of record in the Office of the Clerk of Court of Iberville Parish, Louisiana, which is the intersection of the rights-of-way of La. Hwy. 992-3 and River West Drive, proceed North 35° 24' 56" West a distance of 99.26' to a point and corner; thence proceed North 41° 01' 14" West a distance of 18.41' to a point and corner, all the foregoing being along the easternmost right-of-way of La. Hwy. 992-3; thence proceed North 45° 55' 23" East a distance of 105' to a point and corner; thence proceed South 44° 04' 37" East a distance of 125.07' to a point and corner; thence proceed along the northerly boundary of the right-of-way of River West Drive South 48° 10' 51" West a distance of 56.48' to a point and corner; thence, continuing along the northerly boundary of such right-of-way, proceed South 49° 51' 56" West a distance of 64.77' to the point of beginning.

and

A certain tract or parcel of land designated as Tract 1-C-B-2, containing .96 acres, being a portion of Belleview Farms property lying in Section 44, Township 9 South, Range 12 East, Iberville Parish, Louisiana according to a map or plat entitled "Map Showing Subdivision of Tract 1-C-B Containing 3.30 Acres into Tracts 1-C-B-1 & 1-C-B-2 Belleview Farms," made by John Dunlap Land Surveying, Inc., dated 11/18/04, a copy of which is recorded in COB 566, Entry 75 of the official records of Iberville Parish, Louisiana ("Dunlap Survey"), which is more particularly described as follows:

Point of Commencement and Point of Beginning being the northeast intersection of Plaza Drive and River West Drive;

thence proceed North 40° 1' 13" West, a distance of 232.78 feet to a point and corner;

Exhibit A

thence proceed North $47^{\circ} 00' 07''$ East, a distance of 145.67 feet to a point and corner;

thence proceed North $45^{\circ} 55' 23''$ East, a distance of 54.68 feet to a point and corner;

thence proceed South $44^{\circ} 41' 12''$ East, a distance of 182.01 feet to a point and corner;

thence proceed South $45^{\circ} 55' 23''$ West, a distance of 11.78 feet to a point and corner;

thence proceed in a curve to the left with a radius of 340.00 feet, a chord bearing of South $35^{\circ} 35' 09''$ West, a chord distance of 122.02 feet and an arc length of 122.68 feet to a point and corner;

thence proceed South $25^{\circ} 14' 55''$ West, a distance of 32.18 feet to a point and corner;

thence proceed in a curve to the right with a radius of 260.00 feet, a chord bearing of South $31^{\circ} 37' 14''$ West, a chord distance of 57.71 feet and an arc length of 57.83 feet to the Point of Beginning.

Exhibit A

EXHIBIT B

EXHIBIT A-3

DESCRIPTION OF GROUND LEASES

1. That certain Rehab Sublease, dated as of June 18, 1989, by and between West Virginia University Hospitals, Inc. (as successor-in-interest by merger to Facilities Management Corporation), a West Virginia corporation, as Landlord, and West Virginia Rehabilitation Hospital, Inc., a West Virginia corporation ("Hospital"), as Tenant, as (i) amended by that certain First Amendment to Rehab Sublease, dated as of February 13, 1990, and (ii) assigned by that certain Assignment and Assumption of Sublease and Affiliation Agreement, dated as of February 14, 1990, by Hospital to HCP, Inc. (successor-in-interest to AHP of West Virginia, Inc.), a Maryland corporation. That certain Affiliation Agreement, dated as of June 19, 1989, by and among West Virginia Board of Regents for West Virginia University and West Virginia Rehabilitation Hospital, Inc. ("Hospital"), as assigned by that certain Assignment and Assumption of Sublease and Affiliation Agreement, dated as of February 14, 1990, by Hospital to HCP, Inc. (successor-in-interest to AHP of West Virginia, Inc.), a Maryland corporation.
2. That certain Lease dated as of February 15, 1994 and recorded in Volume 1067 at Page 174 of the Newington Land Records by and between Frederick H. Callahan, Jr., as Lessor, and Newington Club Properties, Inc., as Lessee, as amended by that certain Notice of Lease Exhibits dated as of May 19, 1998 and recorded in Volume 1203 at Page 88 of the said Land Records, as assigned to, and assumed by, Newington Holdings, LLC by virtue of that certain Assignment and Assumption of Parking Lot Lease dated as of May 20, 1998 and recorded in Volume 1204 at Page 221 of the said Land Records, and as assigned, and assumed by, HCP, Inc. (f/k/a Health Care Property Investors, Inc.) by virtue of that certain Ground Lease Assignment dated as of December 3, 2002 and recorded on December 11, 2002 in the said Land Records.

Exhibit B

EXHIBIT C

SCHEDULE I(d)

LIST OF LEASES

1. That certain Lease and Security Agreement dated as of August 31, 2007 by and between HCP, Inc. (f/k/a Health Care Property Investors, Inc.), a Maryland corporation, as Lessor, and River West, L.P., a Delaware limited partnership, as Lessee, covering certain leased property located in Plaquemine, Louisiana.
2. That certain Amended and Restated Master Lease dated as of May 3, 2005 among Texas HCP Holding, L.P., a Delaware limited partnership, and HCPI Trust, a Maryland real estate trust, collectively as Landlord, and Cleveland Regional Medical Center, L.P., a Delaware limited partnership, and Chesterfield/Marlboro, L.P., a Delaware limited partnership, collectively as Tenant, as amended by that certain First Amendment to Amended and Restated Master Lease dated as of August 12, 2005, covering certain leased properties located in Bennettsville, South Carolina, Cheraw, South Carolina and Cleveland, Texas.
3. That certain Lease dated as of February 12, 1997 by and between Texas HCP Holding, L.P., a Delaware limited partnership, as Lessor, and CHG Cornerstone Hospital of Houston, L.P., a Texas limited partnership, as successor-in-interest by assignment from Cornerstone Health Management Company, in turn the successor-in-interest to Summit Hospital of Southeast Texas, Inc., as Lessee, as amended by (i) that certain Consent of Lessor and Amendment to Lease dated as of July 13, 1998, (ii) that certain Agreement and Consent of Lessors to Change of Control dated as of December 8, 2004, (iii) that certain Agreement and Consent of Lessor to Assignment of Lease dated as of July 11, 2005, and (iv) that certain Assignment and Assumption of Lease dated July _____, 2005, covering certain leased property located in Webster, Texas.
4. That certain Lease dated as of February 12, 1997 by and between HCP, Inc. (f/k/a Health Care Property Investors, Inc.), a Maryland corporation, as Lessor, and Cornerstone Hospital of Southeast Arizona, LLC, a Delaware limited liability company, as successor-in-interest by assignment from Summit Hospital of Southeast Arizona, Inc., as Lessee, as amended by (i) that certain Consent of Lessor, Amendment to Lease and Termination of Warrant Agreement dated as of July 13, 1998, (ii) that certain Agreement and Consent of Lessors to Change of Control dated as of December 8, 2004, (iii) that certain Agreement and Consent of Lessor to Assignment of Lease dated as of July 11, 2005, and (iv) that certain Assignment and Assumption of Lease dated as of July 14, 2005, covering certain leased property located in Tucson, Arizona.
5. That certain Restated and Amended Lease Agreement dated as of February 1, 1998 by and between FAEC Holdings (BC), LLC, a Delaware limited liability company, as successor-in-interest to Southwest Medical Center, Inc., as Lessor, and Cornerstone Hospital of Bossier City, LLC, a Delaware limited liability company, as successor-in-

Exhibit C

interest by assignment from Summit Institute for Pulmonary Medicine and Rehabilitation, Inc., as Lessee, as amended by (i) that certain First Amendment to Restated and Amended Lease Agreement dated as of June 16, 1998, (ii) that certain First [Second] Amendment to Restated and Amended Lease Agreement dated as of July 13, 1998, (iii) that certain Settlement Agreement dated as of December 10, 2004, (iv) that certain Assignment and Assumption of Lease dated as of July 15, 2005, and (v) that certain Third Amendment to Restated and Amended Lease Agreement dated as of September 12, 2006, covering certain leased property located in Bossier City, Louisiana.

6. That certain Operating Lease & Security Agreement dated as of February 14, 1990 by and between HCP, Inc. (f/k/a Health Care Property Investors, Inc.), a Maryland corporation, as successor-in-interest to AHP of West Virginia, Inc., as Landlord, and West Virginia Rehabilitation Hospital, Inc., a West Virginia corporation, as Tenant, as amended by (i) that certain First Amendment to Operating Lease & Security Agreement dated as of October 4, 1994, (ii) that certain Second Amendment to Operating Lease & Security Agreement dated as of October 24, 1996, (iii) that certain Third Amendment to Operating Lease & Security Agreement dated as of June ____, 2001, and (iv) that certain Fourth Amendment to Operating Lease & Security Agreement dated as of December 12, 2006, covering certain leased property located in Morgantown, West Virginia.
7. That certain Amended and Restated Lease Agreement (Petersburg) dated as of April 28, 2005 by and between HCP DAS Petersburg VA, LP (f/k/a CNL Retirement DAS Petersburg VA, LP), a Delaware limited partnership, as successor-in-interest to The DASCO Companies, LLC, as Landlord, and Rehabilitation Hospital of Petersburg Virginia, Inc., a Delaware corporation, as Tenant, as evidenced by that certain Memorandum of Lease dated as of April 28, 2005 and recorded May 4, 2005 as Instrument #050002036 in the Clerk's Office of Petersburg, as amended by that certain First Amendment to Amended and Restated Lease Agreement (Petersburg) dated as of [_____, 2008, covering certain leased property located in Petersburg, Virginia.
8. That certain Lease and Security Agreement dated as of March 28, 1990 by and between Fayetteville Health Associates Limited Partnership, a Delaware limited partnership ("Fayetteville"), as Landlord, and Northwest Arkansas Rehabilitation Associates, an Arkansas general partnership, as amended by (i) that certain Collateral Assignment of Leases and Rents dated as of March 28, 1990 by Fayetteville to American Health Properties, Inc., a Delaware corporation, (ii) that certain First Amendment to Lease dated as of June 28, 1991, (iii) that certain Second Amendment to Lease dated as of December 15, 1991, (iv) that certain Third Amendment to Lease and Security Agreement dated as of December 31, 1994, and (v) that certain Fourth Amendment to Lease dated as of June 22, 2001, covering certain leased property located in Fayetteville, Arkansas.
9. That certain Lease and Security Agreement dated as of December 18, 1990 by and between Wichita Health Associates Limited Partnership, a Delaware limited partnership, and HCA Wesley Rehabilitation Hospital Limited Partnership, a Delaware corporation, as Tenant, as amended by (i) that certain First Amendment to Lease dated as of

Exhibit C

December 15, 1991, (ii) that certain Second Amendment to Lease dated March 16, 1992, (iii) that certain Third Amendment to Lease and Security Agreement dated as of December 31, 1994, (iv) that certain Fourth Amendment to Lease and Security Agreement dated as of November ____, 2001, (v) that certain Notice to Exercise Option to Extend Lease dated March 2, 2006, and (vi) that certain Letter Confirming Extension of Lease dated March 9, 2006, covering certain leased property located in Wichita, Kansas.

10. That certain Operating Lease dated as of December 13, 1996 by and between HCP, Inc. (f/k/a Health Care Property Investors, Inc.), a Maryland corporation, as Lessor, and Healthsouth of Ft. Lauderdale Limited Partnership, an Alabama limited partnership, covering certain leased property located in Ft. Lauderdale, Florida.
11. That certain Master Lease Agreement dated as of May 20, 1998 by and between HCP, Inc. (f/k/a Health Care Property Investors, Inc.), a Maryland corporation, as successor-in-interest by assignment from Newington Holdings, LLC, as Landlord, and Bristol Club Properties, Inc., a Connecticut corporation, Enfield Club Properties, Inc.¹, a Connecticut corporation, Newington Club Properties, Inc., a Connecticut corporation, East Providence Club Properties, Inc., a Rhode Island corporation, Warwick Club Properties, Inc., a Rhode Island corporation, and West Springfield Club Properties, Inc., a Massachusetts corporation, collectively as Tenant, as amended by (i) that certain Assignment of Master Lease Agreement dated as of November 26, 2002, (ii) that certain First Amendment to Master Lease Agreement dated as of December 9, 2002, (iii) that certain Second Amendment to Master Lease Agreement dated as of March 7, 2003, and (iv) that certain Third Amendment to Master Lease Agreement dated as of November 1, 2004, covering certain leased properties located in Bristol, Connecticut, Enfield, Connecticut, Newington, Connecticut, West Springfield, Massachusetts, East Providence, Rhode Island, and Warwick, Rhode Island.
12. That certain Amended and Restated Pioneer Hospital Lease dated as of June 28, 2002 by and between HCP, Inc. (f/k/a Health Care Property Investors, Inc.), a Maryland corporation, as Landlord, and Pioneer Valley Hospital, Inc., a Delaware corporation, as Tenant, as amended by (i) that certain 2002 Project Work Letter dated as of June 28, 2002, (ii) that certain Notice of Exercise Extension Option dated as of July 25, 2003, (iii) that certain First Amendment to Amended and Restated Pioneer Hospital Lease dated as of November 1, 2006, and (iv) by that certain Work Letter dated as of November 1, 2006, covering certain leased property located in West Valley City, Utah.
13. That certain Lease dated as of September 6, 2001 by and between HCPI/Idaho Falls, LLC, a Delaware limited liability company, as Lessor, and Mountain View Hospital, LLC, an Idaho limited liability company, as Lessee, as amended by (i) that certain First Amendment to Lease dated as of November 12, 2002, (ii) that certain Financial Covenant Waiver dated as of September 29, 2005, (iii) that certain Financial Covenant Waiver

¹ Enfield Club Properties, Inc. added pursuant to that certain Second Amendment to Master Lease Agreement dated as of March 7, 2003 described in Paragraph 11(ii).

dated as of February 17, 2006, and (iv) that certain Second Amendment to Lease dated as of August 7, 2006, covering certain leased property located in Idaho Falls, Idaho.

14. That certain Lease Agreement dated as of February 18, 1987 by and between HCP, Inc. (f/k/a Health Care Property Investors, Inc.), as successor-in-interest to AMIREIT Lucy Lee, Inc., as Landlord, and Poplar Bluff Regional Medical Center, Inc., a Missouri corporation, as successor-in-interest to Three Rivers Healthcare, Inc., a Missouri corporation, in turn the successor-in-interest by merger to Lucy Lee Hospital, Inc., a Missouri corporation, as Tenant, as amended by (i) that certain First Amendment to Lease Agreement dated as of June 15, 1989, (ii) that certain Second Amendment to Lease Agreement dated as of November 1, 1990, (iii) that certain Third Amendment to Lease Agreement dated as of April 22, 1991, (iv) that certain Fourth Amendment to Lease Agreement dated as of January 1, 1993, (v) that certain Fifth Amendment to Lease Agreement dated as of July 1, 1993, (vi) that certain Sixth Amendment to Lease Agreement dated as of December 1, 1994, (vii) that certain Seventh Amendment to Lease Agreement dated as of May 1, 1998, (viii) that certain Eighth Amendment to Lease Agreement dated as of June 1, 1998, (ix) that certain Ninth Amendment to Lease of Lucy Lee Hospital dated as of December 8, 1999, (x) that certain Notice of Extension of Lease for Three Rivers Healthcare North Campus (f/k/a Lucy Lee Hospital) dated as of August 20, 2003, (xi) that certain Tenth Amendment to Lease of Three Rivers Healthcare North Campus (f/k/a Lucy Lee Hospital) dated as of November 1, 2003, and (xii) that certain Eleventh Amendment to Lease of Poplar Bluff Regional Medical Center North Campus (f/k/a Three Rivers Healthcare and Lucy Lee Hospital) dated as of June 30, 2006, covering certain leased property located in Poplar Bluff, Missouri.

Exhibit C

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934**

I, Edward K. Aldag, Jr., certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Medical Properties Trust, Inc.
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any changes in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors:
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2008

/s/ Edward K. Aldag, Jr.

Edward K. Aldag, Jr.

Chairman, President and Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934**

I, R. Steven Hamner, certify that:

- 1) I have reviewed this quarterly report on Form 10-Q of Medical Properties Trust, Inc.
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any changes in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors:
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2008

/s/ R. Steven Hamner

R. Steven Hamner
Executive Vice President and Chief Financial Officer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(b) UNDER THE SECURITIES EXCHANGE ACT OF 1934 AND 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this quarterly report on Form 10-Q of Medical Properties Trust, Inc. (the "Company") for the quarter ended June 30, 2008 (the "Report"), each of the undersigned, Edward K. Aldag, Jr. and R. Steven Hamner, certifies, pursuant to Section 18 U.S.C. Section 1350, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 8, 2008

/s/ Edward K. Aldag, Jr.
Edward K. Aldag, Jr.
Chairman, President and Chief Executive Officer

/s/ R. Steven Hamner
R. Steven Hamner
Executive Vice President and Chief Financial Officer

**PRIME HEALTHCARE SERVICES INC.
CONSOLIDATED INCOME STATEMENT
YEAR TO DATE MARCH 31, 2008**

REVENUE	
NET PATIENT REVENUE	239,000,292
CAPITATION REVENUE	6,417,427
OTHER REVENUE	3,680,514
TOTAL OPERATING REVENUE	249,098,233
OPERATING EXPENSES	
COMPENSATION AND EMPLOYEE BENEFITS	112,688,939
PROVISION FOR DOUBTFUL ACCOUNTS	30,203,687
GENERAL AND ADMINISTRATIVE	30,340,489
MEDICAL SUPPLIES	23,375,870
PROFESSIONAL FEES	15,951,735
DEPRECIATION / AMORTIZATION	3,030,772
MEDICAL CLAIMS	1,363,420
TOTAL OPERATING EXPENSES	216,954,912
NET OPERATING INCOME (LOSS)	32,143,321
INTEREST	4,470,567
Income Before Allocation to Non-Controlling Interest	27,672,754
Allocation of Income to Non-Controlling Interest	(24,427,829)
INCOME TAX EXPENSE	713,367
NET INCOME (LOSS)	<u>2,531,558</u>

PRIME HEALTHCARE SERVICES, INC.
CONSOLIDATED BALANCE SHEET
March 31, 2008

	PHSI
CURRENT ASSETS	
Cash and Cash Equivalents	28,859,336
Accounts Receivable	1,035,022,643
Allowance for Bad Debts	(35,145,604)
Allowance for Contractuals	(875,024,701)
Net Accounts Receivable	<u>124,852,338</u>
Other Receivables	7,883,689
Inventories	4,729,583
Prepaid Expenses and Other	24,404,598
Total Current Assets	<u>190,729,544</u>
PROPERTY AND EQUIPMENT	
Land and Land Improvements	27,310,000
Buildings and Bldg. Improvements	43,502,755
Leasehold Improvements	6,153,419
Equipment	87,825,822
Construction in Progress	7,221,020
Total Property and Equipment	<u>172,013,016</u>
Accumulated Depreciation	(29,856,619)
NET PROPERTY & EQUIPMENT	<u>142,156,397</u>
LONG TERM ASSETS	
Long Term Notes	—
Deposits	2,017,000
Other LT Assets	13,707,802
Total Long Term Assets	<u>15,724,802</u>
TOTAL ASSETS	<u>348,610,743</u>
CURRENT LIABILITIES	
Accounts Payable	25,679,182
Accrued Payroll	13,125,978
Notes Payable	8,744,186
Other Accrued Liabilities	6,334,684
IBNR	4,505,837
Due to (From) Fiscal Intermediaries	(3,490,358)
Line of Credit	14,481,925
Current Portion Long Term Debt	20,817,848
Total Current Liabilities	<u>90,199,282</u>
LONG TERM LIABILITIES	
Capital Leases	12,043,551
Other Loans	56,349,288
Other Long Term Liabilities	98,000,000
Total Long Term Liabilities	<u>166,392,839</u>
Total Inter-Co Payable / (Receivable)	—
TOTAL DUE TO/(FROM) RELATED ENTITIES	<u>9,958,409</u>
Total Liabilities	<u>266,550,530</u>
EQUITY	
Paid In Capital	3,000
Retained Earnings	49,211,149
Note Receivable Related Party	(35,762,558)
Non-Controlling Interest	66,077,064
Distribution	—
Current Year Earnings / (Loss)	2,531,558
Total Equity	<u>82,060,213</u>
TOTAL LIABILITIES AND EQUITY	<u><u>348,610,743</u></u>

Prime Healthcare Services Inc.
Cash Flow; March 31, 2008

Cash Flow From Operations:

Net Income	2,531,558
Depreciation	3,030,772
Amortization	0
Minority Interest	0
(Inc)/Dec in A/R	(15,984,464)
(Inc)/Dec in Inventory	(810,011)
(Inc)/Dec in Prepaids	14,483,992
(Inc)/Dec in Other Receivables	(6,798,513)
Inc/(Dec) in Payroll Payables	(909,126)
Inc/(Dec) in Accrued Payables	(2,217,521)
Inc/(Dec) in IBNR	(1,322,482)
Inc/(Dec) in Other Liabilities	(6,480,402)
Inc/(Dec) in Fiscal Inter	(2,574,601)
Inc/(Dec) in Other Acc Exp	(54,178)
Total Cash From Operations	(17,104,976)

Cash Flow From Investing

Capital Expenditures	(8,520,697)
Pmts to Acquire Other Assets	(413,523)
Total Cash From Investing	(8,934,220)

Cash Flow From Financing

Funds Provided (to) from Related Party	285,238
Distributions to Share Holders	0
Shareholder Contribution	0
Borrow (Repayment) of Debt	(6,915,894)
(Repayment) of Capital Leases	(193,320)
Net Proceeds From Owners Contribution	24,819,543
Pmt for Acquisition	0
Total Cash Flow From Financing/Dist	17,995,567

Total Cash Flow

(8,043,629)

Beginning Cash Balance

36,902,965

Ending Cash Balance

28,859,336