

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

FORM 8-K

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

Date of report (Date of earliest event reported): OCTOBER 12, 2005

MEDICAL PROPERTIES TRUST, INC.
(Exact Name of Registrant as Specified in Charter)

COMMISSION FILE NUMBER 001-32559

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

Check the appropriate box below if the Form 8-K filing is intended to
simultaneously satisfy the filing obligation of the Registrant under any of the
following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17
CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17
CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the
Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the
Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01. AMENDMENT TO THE AMENDED AND RESTATED MEDICAL PROPERTIES TRUST, INC.
2004 EQUITY INCENTIVE PLAN.

On October 12, 2005, at the Annual Meeting of Stockholders, the stockholders of Medical Properties Trust, Inc. (the "Company") approved an amendment to the Amended and Restated Medical Properties Trust, Inc. 2004 Equity Incentive Plan (the "Equity Incentive Plan"). The amendment increases the number of shares reserved for issuance under the Equity Incentive Plan by 3,900,000, bringing the total number of shares issuable thereunder to 4,691,180.

The foregoing summary of the amendment to the Equity Incentive Plan is qualified in its entirety by reference to the full text of the Equity Incentive Plan, as amended, which is filed as Exhibit 10.1 to this Current Report on Form 8-K (incorporating by reference therein Appendix B to the Company's Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on September 13, 2005).

ITEM 9.01. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS.

(C) EXHIBITS:

EXHIBIT NUMBER	DESCRIPTION
10.1	Amended and Restated Medical Properties Trust, Inc. 2004 Equity Incentive Plan, incorporated by reference to Appendix B to the Company's Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on September 13, 2005
10.2	Form of Stock Option Award Awarded to Independent Director under the Amended and Restated Medical Properties Trust, Inc. 2004 Equity Incentive Plan
10.3	Form of Restricted Stock Award Awarded to Independent Director under the Amended and Restated Medical Properties Trust, Inc. 2004 Equity Incentive Plan
10.4	Form of Restricted Stock Award under the Amended and Restated Medical Properties Trust 2004 Equity Incentive Plan
10.5	Form of Deferred Stock Unit Award Awarded to Independent Director under the Amended and Restated Medical Properties Trust, Inc. 2004 Equity Incentive Plan

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.
(Registrant)

By: /s/ R. Steven Hamner

R. Steven Hamner
Executive Vice President
and Chief Financial Officer
(Principal Financial and
Accounting Officer)

Date: October 18, 2005

INDEX TO EXHIBITS

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MEDICAL PROPERTIES TRUST, INC.
2004 EQUITY INCENTIVE PLAN

FORM OF AWARD AGREEMENT FOR NON-QUALIFIED STOCK OPTION
AWARDED TO INDEPENDENT DIRECTOR

THIS AWARD AGREEMENT (the "Agreement") is made and entered into effective as of _____, by and between MEDICAL PROPERTIES TRUST, INC., a Maryland corporation (the "Company"), and _____ (the "Participant"), pursuant to the Medical Properties Trust, Inc. 2004 Equity Incentive Plan, as it may be amended and restated from time to time (the "Plan"). Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

WITNESSETH:

WHEREAS, the Participant is an Independent Director; and

WHEREAS, pursuant to the Plan and subject to the execution of this Agreement, the Committee has granted, and the Participant desires to receive, an Award.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I AWARD OF OPTION. On the date specified on Exhibit A attached hereto (the "Date of Grant") but subject to the execution of this Agreement, the Company granted to the Participant an Award in the form of a Non-Qualified Stock Option (the "Option") to purchase from the Company the number of shares of Common Stock (the "Shares") set forth on said Exhibit A for the price per Share (the "Option Price") set forth on said Exhibit A.

ARTICLE II EFFECT OF PLAN. The Option is in all respects subject to, and shall be governed and determined by, the provisions of the Plan (all of the terms of which are incorporated herein by reference) and to any rules which might be adopted by the Board or the Committee with respect to the Plan to the same extent and with the same effect as if set forth fully herein. The Participant hereby acknowledges that all decisions and determinations of the Committee shall be final and binding on the Participant, his beneficiaries and any other person having or claiming an interest in the Option.

ARTICLE III VESTING AND EXERCISEABILITY OF OPTION. The Option shall vest and may be exercised and the Shares may be purchased as the result of such exercise only during the period set forth on Exhibit A attached hereto (the "Exercise Period").

(a) Accelerated Vesting and Exercisability. Notwithstanding the foregoing provisions of this Paragraph, the Option shall vest and become exercisable with respect to all of the Shares then subject to the Option immediately before the earliest of:

(i) the occurrence of a Change of Control while the Participant is a Director;

(ii) the termination of the Participant's status as a Director on account of the Participant's death; and

(iii) the effective date of the termination of the Participant's status as a Director on account of the Participant's Permanent Disability.

(b) Forfeiture With Respect to Unvested Shares. Notwithstanding the foregoing provisions of this Paragraph, immediately upon the effective date of the termination of the Participant's status as a Director (the "Termination Date") for any reason not described in Paragraph 3(a), the Option shall be forfeited and shall not be exercisable with respect to any of the Shares as to which the Option is not vested and exercisable on the Termination Date.

(c) Exercise Following Termination as Director. Exercise of the Option following the Termination Date shall be subject to the following additional terms and conditions:

(i) If the Participant's status as a Director terminates on account of the Participant's death or Permanent Disability, the Option may be exercised with respect to all of the Shares at any time after the Termination Date and on or before the earlier of (1) the first anniversary of the Termination Date and (2) the last day of the Exercise Period.

(ii) If the Participant's status as a Director terminates for any reason other than the Participant's death or Permanent Disability, the Option may be exercised with respect to the Shares which, as of the Termination Date, are vested and exercisable at any time after the Termination Date and on or before the earlier of (i) the last day of the three (3) month period immediately following the Termination Date and (ii) the last day of the Exercise Period.

(iii) Notwithstanding any other provision hereof, in no event may the Option be exercised at any time after the Termination Date with respect to any Shares as to which the Option was not vested and exercisable on the Termination Date.

ARTICLE IV METHOD OF EXERCISE. The Option shall be exercised only by compliance with the applicable provisions of Article 5 of the Plan. Upon demand by the Company, the Participant shall deliver to the Company, at the time of any complete or partial exercise of the Option, a written representation that the Shares being acquired upon such exercise are being acquired for investment and not for resale or with a view to the distribution thereof. Upon such demand, the delivery of such representation prior to the delivery of any Shares issued upon exercise of the Option and prior to the expiration of the Exercise Period shall be a condition precedent to the right of the Participant or any other persons to purchase Shares hereunder.

ARTICLE V SURRENDER OF AGREEMENT ON EXERCISE. In case of any exercise of the Option, this Agreement shall be surrendered to the Company. The Company shall thereupon cause to be issued and delivered to the Participant (or, in the event of a cashless exercise, to the Participant's broker-dealer), as soon as reasonably may be done in accordance with the terms of the Plan, a certificate or certificates representing the Shares so purchased and fully paid for. In the event of a partial exercise of the Option, the Company shall endorse on Exhibit B attached hereto the fact that the Option has been partially exercised on such date, setting forth the number of Shares as to which the Option has been exercised on such date and the number of Shares then remaining subject to the Option, and return this Agreement to the Participant.

ARTICLE VI NO ASSIGNMENT. The Option is personal to the Participant and may not in any manner or respect be assigned or transferred otherwise than by will or the laws of descent and distribution, and is exercisable during the Participant's lifetime only by the Participant.

ARTICLE VII AUTHORITY OF COMMITTEE. Notwithstanding any provision of the Plan or of this Award Agreement to the contrary, the Committee, in its sole and exclusive discretion, shall have the power at any time to (a) accelerate the vesting and exercisability of the Option including, without limitation, acceleration to such a date that would result in the Option becoming fully and immediately vested and exercisable or (b) waive any restrictions of the Option.

ARTICLE VIII TERMINATION. This Agreement shall terminate on the earliest of:

SECTION 1. the date on which the Option is exercised with respect to all of the Shares then subject to the Option;

SECTION 2. the date on which the Option is forfeited; and

SECTION 3. the expiration of the Exercise Period for all of the Shares.

ARTICLE IX GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, applied without giving effect to any conflict-of-law principles. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

ARTICLE X BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective executors, administrators, personal representatives, legal representatives, heirs, and successors in interest.

ARTICLE XI COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterparts shall, together, constitute and be one and the same instrument.

ARTICLE XII WITHHOLDING. The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy federal, state and local taxes (including the Participant's FICA obligation) required by law to be withheld with respect to any taxable event arising as a result of the grant or exercise of the Option. With respect to withholding required upon the exercise of the Option, the Participant may elect, subject to the approval of the Committee, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having a Fair Market Value on the date as of which the tax is to be determined equal to the minimum statutory total tax which could be imposed on the transaction. All such elections shall be irrevocable, made in writing, signed by the Participant, and subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

[Signatures to appear on following page]

IN WITNESS WHEREOF, the Company and the Participant have executed and delivered this Agreement as of the day and year first written above.

MEDICAL PROPERTIES TRUST, INC.

By: -----

Name: -----

Title: -----

EXHIBIT A

TO

AWARD AGREEMENT, dated as of _____, between MEDICAL PROPERTIES TRUST, INC. and _____.

- (1) Date of Grant:
- (2) Total Shares Subject to Option:
- (3) Option Price per Share:
- (4) Vesting Schedule:

Number of Shares Exercisable During Exercise Period	First Day of Exercise Period	Last Day of Exercise Period
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AMENDED AND RESTATED
MEDICAL PROPERTIES TRUST, INC.
2004 EQUITY INCENTIVE PLAN

FORM OF AWARD AGREEMENT FOR RESTRICTED STOCK
FOR INDEPENDENT DIRECTOR

THIS AWARD AGREEMENT (the "Agreement") is made and entered into as of _____ by and between MEDICAL PROPERTIES TRUST, INC., a Maryland corporation (the "Company"), and _____ (the "Participant") pursuant to the Amended and Restated Medical Properties Trust, Inc. 2004 Equity Incentive Plan, as it may be further amended and restated from time to time (the "Plan"). Capitalized terms used but not defined herein shall have the same meanings set forth in the Plan.

WITNESSETH:

WHEREAS, pursuant to the Plan and subject to the execution of this Agreement, the Committee has granted, and the Participant desires to receive, an Award.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I AWARD OF RESTRICTED STOCK. On the date specified on Exhibit A attached hereto (the "Date of Award") and conditional upon the execution of this Agreement, the Company awarded to the Participant an Award (the "Award") in the form of the number of shares of Restricted Common Stock (the "Shares") as is set forth on Exhibit A from the authorized and unissued or treasury Common Stock at and for the purchase price set forth on Exhibit A.

ARTICLE II RESTRICTIONS. The Shares as to which the restrictions shall not have lapsed and which are not vested shall be forfeited upon effective date of the termination of the Participant's status as a Director; provided, however, that all unvested Shares shall be 100% vested and no longer subject to forfeiture immediately before the effective date of the termination of the Participant's status as a Director if such termination is due to (A) the Participant's death or (B) the Participant becoming Permanently Disabled. The Shares may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated until such restrictions lapse and the Shares vest. During the period prior to the lapse of such restrictions and the vesting of such Shares, any stock dividends paid with respect to the Shares shall be subject to the same restrictions and vesting period as the Shares with respect to which they are paid.

ARTICLE III CERTIFICATES FOR SHARES OF RESTRICTED COMMON STOCK. Certificates respecting the Shares shall be registered in the Participant's name or the Shares shall be issued to the Participant through the book-entry system, as determined by the Company.

ARTICLE IV SECURITIES LAW RESTRICTIONS. Acceptance of this Agreement shall be deemed to constitute the Participant's acknowledgement that the Shares shall be subject to such restrictions and conditions on any resale and on any other disposition as the Company shall deem necessary under any applicable laws or regulations or in light of any stock exchange requirements.

ARTICLE V LEGEND. In order to enforce the restrictions imposed on the Shares, the certificates representing such Shares shall bear the following legend:

THESE SHARES ARE HELD SUBJECT TO THE TERMS OF THE 2004 EQUITY INCENTIVE PLAN ("THE PLAN") AND SUCH SHARES MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE TERMS THEREOF. A COPY OF THE PLAN IS AVAILABLE AT THE OFFICE OF THE COMPANY.

Such legend shall be removed as the restrictions lapse with respect to such Shares and the Shares vest.

ARTICLE VI MISCELLANEOUS.

SECTION 1. The Participant's rights under this Agreement can be modified, suspended or canceled only in accordance with the terms of the Plan. This Agreement may not be changed orally, but may be changed only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

SECTION 2. The invalidity or unenforceability of any provision hereof shall in no way affect the validity of enforceability of any other provision of this Agreement.

SECTION 3. This Agreement shall bind all parties, their respective heirs, executors, administrators and assigns. Nothing contained herein shall be construed as an authorization or right of any party to assign their respective rights or obligations hereunder and the Participant shall have no right to assign this Agreement, and any such attempted assignment shall be ineffective. This Agreement shall be binding upon the Company and its successors or assigns.

SECTION 4. This Agreement shall be subject to the applicable provisions, definitions, terms and conditions set forth in the Plan, all of which are incorporated by this reference in this Agreement and the terms of the Plan shall govern in the event of any inconsistency between the Plan and this Agreement.

SECTION 5. This Agreement shall be interpreted and construed according to and governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MEDICAL PROPERTIES TRUST, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

TO

AWARD AGREEMENT FOR RESTRICTED STOCK dated as of _____ between
Medical Properties Trust, Inc. and _____.

1. Date of Award:
2. Number of Shares of Restricted Common Stock:
3. Purchase Price per Shares:
4. Vesting Schedule:

Number of Shares	Date Restrictions Lapse and Shares Vest
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AMENDED AND RESTATED
MEDICAL PROPERTIES TRUST, INC.
2004 EQUITY INCENTIVE PLAN

FORM OF AWARD AGREEMENT FOR RESTRICTED STOCK

THIS AWARD AGREEMENT (the "Agreement") is made and entered into as of _____ by and between MEDICAL PROPERTIES TRUST, INC., a Maryland corporation (the "Company"), and _____ (the "Participant") pursuant to the Amended and Restated Medical Properties Trust, Inc. 2004 Equity Incentive Plan, as it may be further amended and restated from time to time (the "Plan"). Capitalized terms used but not defined herein shall have the same meanings set forth in the Plan.

WITNESSETH:

WHEREAS, the Participant is an Employee; and

WHEREAS, pursuant to the Plan and subject to the execution of this Agreement, the Committee has granted, and the Participant desires to receive, an Award.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. AWARD OF RESTRICTED STOCK. On the date specified on Exhibit A attached hereto (the "Date of Award") but subject to the execution of this Agreement, the Company awarded to the Participant an Award (the "Award") in the form of the number of shares of Restricted Common Stock (the "Shares") as set forth on Exhibit A from the authorized and unissued or treasury Common Stock at and for the purchase price set forth on Exhibit A.
2. RESTRICTIONS. The Shares as to which the restrictions shall not have lapsed and which are not vested shall be forfeited upon the Participant's Termination of Employment. The Shares may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated until such restrictions lapse and the Shares vest, as set forth on Exhibit A. During the period prior to the lapse of such restrictions and the vesting of such Shares, any stock dividends paid with respect to the Shares shall be subject to the same restrictions and vesting period as the Shares with respect to which they are paid.
3. CERTIFICATES FOR SHARES OF RESTRICTED COMMON STOCK. Certificates respecting the Shares shall be registered in the Participant's name but shall be held by the Company's transfer agent as escrow holder until the restrictions lapse and the Shares vest, as set forth on Exhibit A.
4. NO RIGHT TO CONTINUED EMPLOYMENT. Neither the Plan nor this Agreement shall give the Participant the right to continued employment by the Company or by any Subsidiary or shall adversely affect the right of the Company or any Subsidiary to terminate the Participant's employment with or without cause at any time.
5. SECURITIES LAW RESTRICTIONS. Acceptance of this Agreement shall be deemed to constitute the Participant's certification that Participant is acquiring the Shares for Participant's own

account and that Participant has no present intention to sell or otherwise dispose of any of the Shares and the Participant's acknowledgement that the Shares shall be subject to such restrictions and conditions on any resale and on any other disposition as the Company shall deem necessary or desirable under any applicable laws or regulations or in light of any stock exchange requirements.

6. LEGENDS. In order to enforce the restrictions imposed on the Shares, the certificates representing such Shares shall bear the following legend:

THESE SHARES ARE HELD SUBJECT TO THE TERMS OF THE 2004 EQUITY INCENTIVE PLAN ("THE PLAN") AND SUCH SHARES MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE TERMS THEREOF. A COPY OF THE PLAN IS AVAILABLE AT THE OFFICE OF THE CORPORATION.

Such legend shall be removed as the restrictions lapse with respect to such Shares and they vest. The certificates shall also bear the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER SAID ACT RELATING TO THE SHARES OR AN OPINION OF THE CORPORATION'S COUNSEL THAT REGISTRATION IS NOT REQUIRED.

7. MISCELLANEOUS.

(a) The Participant's rights under this Agreement can be modified, suspended or canceled only in accordance with the terms of the Plan. This Agreement may not be changed orally, but may be changed only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(b) The invalidity or unenforceability of any provision hereof shall in no way affect the validity of enforceability of any other provision of this Agreement.

(c) This Agreement shall bind all parties, their respective heirs, executors, administrators and assigns. Nothing contained herein shall be construed as an authorization or right of any party to assign their respective rights or obligations hereunder and the Participant shall have no right to assign this Agreement, and any such attempted assignment shall be ineffective. This Agreement shall be binding upon the Company and its successors or assigns.

(d) This Agreement shall be subject to the applicable provisions, definitions, terms and conditions set forth in the Plan, all of which are incorporated by this reference in this Agreement and the terms of the Plan shall govern in the event of any inconsistency between the Plan and this Agreement.

(e) This Agreement shall be interpreted and construed according to and governed by the laws of the State of Alabama.

[Signatures to appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MEDICAL PROPERTIES TRUST, INC.

By: -----

Name: -----

Title: -----

EXHIBIT A

TO

AWARD AGREEMENT FOR RESTRICTED STOCK dated as of _____ between
Medical Properties Trust, Inc. and _____.

1. Date of Award:
2. Number of Shares of Restricted Common Stock:
3. Purchase Price per Shares:
4. Vesting Schedule:

Number of Shares	Date Restrictions Lapse and Shares Vest
-----	-----

AMENDED AND RESTATED
MEDICAL PROPERTIES TRUST, INC.
2004 EQUITY INCENTIVE PLAN

FORM OF AWARD AGREEMENT FOR DEFERRED STOCK UNITS
AWARDED TO INDEPENDENT DIRECTOR

THIS AWARD AGREEMENT (the "Agreement") is made and entered into effective as of _____, by and between MEDICAL PROPERTIES TRUST, INC., a Maryland corporation (the "Company"), and _____ (the "Participant"), pursuant to the Amended and Restated Medical Properties Trust, Inc. 2004 Equity Incentive Plan, as it may be further amended and restated from time to time (the "Plan"). Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

WITNESSETH:

WHEREAS, the Participant is an Independent Director; and

WHEREAS, pursuant to the Plan and subject to the execution of this Agreement, the Committee has granted, and the Participant desires to receive, an Award.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I AWARD OF DEFERRED STOCK UNITS. On the date specified on Exhibit A attached hereto (the "Date of Grant") but subject to the execution of this Agreement, the Company granted to the Participant an Award in the form of Deferred Stock Units ("DSUs") entitling the Participant to receive from the Company, without payment, one share of Common Stock (a "Share") for each DSU set forth on said Exhibit A.

ARTICLE II EFFECT OF PLAN. The DSUs are in all respects subject to, and shall be governed and determined by, the provisions of the Plan (all of the terms of which are incorporated herein by reference) and to any rules which might be adopted by the Board or the Committee with respect to the Plan to the same extent and with the same effect as if set forth fully herein. The Participant hereby acknowledges that all decisions and determinations of the Committee shall be final and binding on the Participant, his beneficiaries and any other person having or claiming an interest in the DSUs.

ARTICLE III SETTLEMENT OF DSUS. Each DSU will be settled by delivery to the Participant, or in the event of the Participant's death to the Participant's legal representative, promptly following the date or dates set forth on Exhibit A hereto (any such date, the "Settlement Date") one Share.

ARTICLE IV SURRENDER OF AGREEMENT ON SETTLEMENT DATE. On the Settlement Date, this Agreement shall be surrendered to the Company.

ARTICLE V NO ASSIGNMENT. The DSUs are personal to the Participant and may not in any manner or respect be assigned or transferred otherwise than by will or the laws of descent and distribution.

ARTICLE VI GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, applied without giving effect to any conflict-of-law principles. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

ARTICLE VII BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective executors, administrators, personal representatives, legal representatives, heirs, and successors in interest.

ARTICLE VIII COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterparts shall, together, constitute and be one and the same instrument.

ARTICLE IX WITHHOLDING. The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy federal, state and local taxes required by law to be withheld with respect to any taxable event arising as a result of the grant or settlement of the DSUs. With respect to withholding required upon the settlement of the DSUs, the Participant may elect, subject to the approval of the Committee, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having a Fair Market Value on the date as of which the tax is to be determined equal to the minimum statutory total tax which could be imposed on the transaction. All such elections shall be irrevocable, made in writing, signed by the Participant, and subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

IN WITNESS WHEREOF, the Company and the Participant have executed and delivered this Agreement as of the day and year first written above.

MEDICAL PROPERTIES TRUST, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

TO

AWARD AGREEMENT, dated as of _____, between MEDICAL PROPERTIES TRUST, INC. and _____.

- (1) Date of Grant:
- (2) Number of Deferred Stock Units:
- (3) Settlement Schedule:

Number of Shares to be Delivered	Settlement Date
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