

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

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): March 5, 2020 (March 3, 2020)

Global Medical REIT Inc.

(Exact name of registrant as specified in its charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

001-37815
(Commission
File Number)

46-4757266
(I.R.S. Employer
Identification No.)

**2 Bethesda Metro Center, Suite 440
Bethesda, MD
20814**

(Address of Principal Executive Offices)
(Zip Code)

(202) 524-6851
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 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))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class:</u>	<u>Trading Symbols:</u>	<u>Name of each exchange on which registered:</u>
Common Stock, par value \$0.001 per share	GMRE	NYSE
Series A Preferred Stock, par value \$0.001 per share	GMRE PrA	NYSE

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Entry into Material Contract with Named Executive Officer and Compensatory Arrangements of Certain Officers.

2020 Long-Term Equity Incentive Awards

On March 3, 2020, the Board of Directors (the “Board”) of Global Medical REIT Inc. (the “Company”) approved the recommendations of the Compensation Committee of the Board with respect to the granting of 2020 Long-Term Performance-Based Incentive LTIP Awards (the “Long-Term Performance-Based Awards”) and 2020 Long-Term Time-Based Incentive LTIP Awards (the “Long-Term Time-Based Awards”) and, together with the Long-Term Performance-Based Awards, the “Long-Term Awards”) to the executive officers of the Company and other employees of the the external manager of the Company (the “Manager”) who perform services for the Company. The Awards were granted pursuant to the Company’s 2016 Equity Incentive Plan.

The Awards granted are described below.

Name	Title	2020 Long-Term Performance Award Target	Number of Target Long-Term Performance Award Units	2020 Long-Term Time-Based Award	Number of Long-Term Time-Based Award Units
Jeffrey Busch	Chief Executive Officer, Chairman of the Board & President	\$ 138,000	10,459	\$ 92,000	6,415
Alfonzo Leon	Chief Investment Officer	\$ 126,000	9,550	\$ 84,000	5,857
Robert Kiernan	Chief Financial Officer	\$ 108,000	8,186	\$ 72,000	5,020
Jamie Barber	General Counsel and Secretary	\$ 84,000	6,366	\$ 56,000	3,905
Allen Webb	SVP, SEC Reporting and Technical Accounting	\$ 78,000	5,912	\$ 52,000	3,626

The number of target LTIP Units comprising each Long-Term Performance-Based Award is based on the fair value of the Long-Term Performance-Based Awards as determined by an independent valuation consultant, in each case rounded to the next whole LTIP Unit to eliminate fractional units. The number of target LTIP Units comprising each Long-Term Time-Based Award is based on the closing price of the Company's common stock on the New York Stock Exchange ("NYSE") on the grant date, or \$14.34 per share.

The Long-Term Performance-Based Awards will be subject to the terms and conditions of LTIP Long-Term Performance-Based Award Agreements ("LTIP Long-Term Performance-Based Award Agreements") between the Company and each grantee in the form attached hereto as Exhibit 99.1, which is incorporated herein by reference. Terms not otherwise defined herein have the meanings assigned to them in the LTIP Long-Term Performance-Based Award Agreements.

The number of Earned LTIP Units that each grantee is entitled to receive under the LTIP Long-Term Performance-Based Award Agreements will be determined following the conclusion of a three-year performance period (the "Long-Term Performance Period") based on the Company's Total Shareholder Return ("TSR") on both an absolute basis ("Absolute TSR Component") (representing 75% of the target Long-Term Performance-Based Award) and relative to the companies comprising the SNL U.S. Healthcare REIT Index ("Relative TSR Component") (representing 25% of the target Long-Term Performance-Based Award) during the Long-Term Performance Period. Grantees will not be entitled to receive any LTIP Units except to the extent they are earned upon the end of the Long-Term Performance Period in accordance with the terms and conditions of the LTIP Long-Term Performance-Based Award Agreements. Long-Term Performance-Based Award LTIP Units that are not earned will be forfeited and cancelled and unvested Earned LTIP Units will be subject to forfeiture prior to vesting as set forth below.

The number of LTIP Units earned under the Absolute TSR Component of the Long-Term Performance-Based Awards will be determined as soon as reasonably practicable following the earlier of (a) the calendar day immediately preceding the third anniversary of March 3, 2020, or (b) the date upon which a Change of Control occurs (the "Long-Term Valuation Date"), by multiplying the total target number of Long-Term Performance-Based Award LTIP Units by 75% and then multiplying such product by the applicable Percentage of Absolute TSR Component Earned based on the Company's Total Shareholder Return as shown below:

TSR	Percentage of Absolute TSR Component Earned
21%	50%
27%	100%
33%	200%

The Absolute TSR Component will be forfeited in its entirety if the TSR is less than 21%. If the TSR is between 21% and 27%, or between 27% and 33%, the percentage of the Absolute TSR Component earned will be determined using linear interpolation as between those tiers, respectively.

The number of Long-Term Performance-Based Award LTIP Units earned under the Relative TSR Component will be determined as soon as reasonably practicable following the Long-Term Valuation Date by multiplying the number of Award LTIP Units by 25% and then multiplying such product by the applicable Percentage of Relative TSR Component Earned based on the Company's Relative Performance as shown below:

<u>Relative Performance</u>	<u>Percentage of Relative TSR Component Earned</u>
TSR equal to the 35 th percentile of Peer Companies	50%
TSR equal to the 55 th percentile of Peer Companies	100%
TSR equal to or greater than the 75 th percentile of Peer Companies	200%

The Relative TSR Component will be forfeited in its entirety if the Relative Performance is below the 35th percentile of Peer Companies. If the Relative Performance is between the 35th percentile and 55th percentile of Peer Companies, or between the 55th percentile and 75th percentile of Peer Companies, the percentage of the Relative TSR Component earned will be determined using linear interpolation as between those tiers, respectively.

As soon as practicable following the Long-Term Valuation Date, the Compensation Committee will determine the number of LTIP Units earned by each grantee under both the Absolute TSR Component and the Relative TSR Component. Any Award LTIP Units that are not earned as set forth above will be forfeited, and the grantee will have no right in or to any such unearned and unissued LTIP Units after it is determined that they were not earned.

Units that have been earned based on performance as provided above are subject to forfeiture restrictions that vest in the following amounts and on the following vesting dates subject to the continuous service of the grantee through and on the applicable vesting date:

- (i) 50% of the Earned LTIP Units become vested, and cease to be subject to forfeiture, as of the Long-Term Valuation Date; and
- (ii) 50% of the Earned LTIP Units become vested, and cease to be subject to forfeiture, on the first anniversary of the Long-Term Valuation Date.

Vesting will accelerate in the event of a termination of the executive's position without Cause or for Good Reason, as a result of death or Disability, or as a result of the grantee's Retirement or upon a Change of Control. Unvested LTIP Awards will be forfeited in the event of any other termination event.

Long-Term Time-Based Awards

The Long-Term Time-Based Awards will be subject to the terms and conditions of LTIP Unit Award Agreements ("LTIP Unit Award Agreements," and, together with the LTIP Long-Term Performance-Based Award Agreements, the "Award Agreements") between the Company and each grantee in the form filed as exhibit herewith as Exhibit 99.2, which is incorporated herein by reference. Long-Term Time-Based Awards become vested, and cease to be subject to forfeiture, in equal one-third increments on each of the first, second and third anniversaries of the date of grant (March 3, 2020).

Distributions

Pursuant to the LTIP Long-Term Performance-Based Award Agreements, distributions equal to the dividends declared and paid by the Company will accrue during the applicable period on the maximum number of LTIP Units that the grantee could earn (if applicable) and are paid with respect to all of the Earned LTIP Units at the conclusion of the applicable period, in cash or by the issuance of additional LTIP Units at the discretion of the Compensation Committee.

The foregoing summaries of the LTIP Long-Term Performance-Based Award Agreements are qualified in their entirety by reference to the forms of agreement filed herewith as Exhibits 99.1 and 99.2.

Director Compensation

On March 3, 2020, the Board also approved the following annual compensation amounts for its independent directors for the year beginning with the 2020 annual meeting of the Company's stockholders:

Independent Director Compensation

Annual Cash Retainer	\$40,000, payable quarterly in arrears
Annual Equity Award	\$40,000, granted on the date of the annual meeting upon election of the grantee as a director and payable as a number of LTIP Units based on the average closing price of the Company's common stock as reported on the NYSE during the 10 trading days preceding the date of the annual meeting and subject to forfeiture restrictions that will lapse on the first anniversary of the grant date subject to continued service as a director through such vesting date.

Independent Committee Member Compensation

Annual Cash Retainer	Audit Committee: \$7,500 Compensation Committee: \$5,000 Nominating & Corporate Governance Committee: \$3,500 Investment Committee: \$7,500
	All payable quarterly in arrears
Annual Cash Retainer for Chair	Audit Committee Chair: \$15,000 Compensation Committee Chair: \$10,000 Nominating & Corporate Governance Committee Chair: \$7,000 Investment Committee Chair: \$15,000
	All payable quarterly in arrears

Lead Independent Director Compensation

Annual Cash Retainer	\$15,000, payable quarterly in arrears
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Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1*	LTIP Award Agreement (Long-Term Performance-Based Award).
99.2*	LTIP Award Agreement (Long-Term Time-Based Award).

*Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Global Medical REIT Inc.

By: /s/ Jamie A. Barber
Jamie A. Barber
Secretary and General Counsel

Dated: March 5, 2020

**GLOBAL MEDICAL REIT INC.
2016 EQUITY INCENTIVE PLAN**

**LTIP UNIT AWARD AGREEMENT
Long Term Incentive Award (Performance-Based with Time-Vesting)**

Name of Grantee: _____
Number of LTIP Units: _____
Grant Date (Closing Date): March 3, 2020
Final Acceptance Date: _____

Pursuant to the Global Medical REIT Inc. 2016 Equity Incentive Plan, as amended from time to time (the "Plan"), and the Agreement of Limited Partnership, dated as of March 14, 2016 (as amended from time to time, the "Partnership Agreement"), of Global Medical REIT L.P., a Delaware limited partnership ("GMR OP"), Global Medical REIT Inc., a Maryland corporation (the "Company") and the sole member of Global Medical REIT GP LLC, a Delaware limited liability company, the general partner of GMR OP (the "General Partner"), and for the provision of services to or for the benefit of GMR OP in a partner capacity or in anticipation of being a partner, hereby grants, and agrees to cause GMR OP to issue, to the Grantee named above a number of LTIP Units (which constitute Other Equity Based Awards under the Plan) to be determined following the conclusion of the Performance Period (defined herein) based on (i) the number of Award LTIP Units shown above (the "Award LTIP Units") and (ii) the Company's Total Shareholder Return and Relative Performance during the Performance Period as provided in further detail herein (such number of LTIP Units that are earned and issued to the Grantee, the "Earned LTIP Units") having the rights, voting powers, restrictions, limitations as to distributions, qualifications and terms and conditions of redemption and conversion set forth herein and in the Partnership Agreement (the "Award"). Upon acceptance of this LTIP Unit Award Agreement (this "Agreement"), the Grantee shall become entitled to receive the Earned LTIP Units to the extent earned in accordance with, and subject to, the terms and conditions contained herein, in the Plan and in the Partnership Agreement, the terms of which are hereby incorporated by reference. Capitalized terms used but not defined herein have the meanings assigned to such terms in the Partnership Agreement, attached hereto as Annex A, or the Plan, as applicable, unless a different meaning is specified herein. In addition, as used herein:

"Absolute TSR Component" means 75% of the Award LTIP Units, meaning that 75% of the Award LTIP Units shall be eligible to convert into Earned LTIP Units based on the Company's Total Shareholder Return during the Performance Period.

"Baseline Value" for each of the Company and the Peer Companies means the dollar amount representing the average Fair Market Value over the five consecutive trading days ending on, and including, the Effective Date.

"Common Stock" means the common stock, par value \$0.001 per share, of the Company.

"Common Stock Price" means, with respect to the Company and each of the Peer Companies, as of a particular date, the average of the Fair Market Value over the 15 consecutive trading days ending on, and including, such date (or, if such date is not a trading day, the most recent trading day immediately preceding such date); provided, however, that if such date is the date upon which a Transactional Change of Control occurs, the Common Stock Price of a share of common stock as of such date shall be equal to the fair value, as determined by the Committee, of the total consideration paid or payable in the transaction resulting in the Transactional Change of Control for one share of Common Stock.

"Continuous Service" means the Grantee's continuous service to the Company and its Affiliates, without interruption or termination, in any capacity. Continuous Service shall not be considered interrupted in the case of: (a) any approved leave of absence; (b) transfers among the Company and its Affiliates, or any successor; or (c) any change in status as long as the individual remains in the service of the Company and its Affiliates. An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave.

“Effective Date” means March 3, 2020.

“Fair Market Value” means the closing price of one share of common stock of the applicable company as reported or quoted, as the case may be, on the national securities exchange or quotation system on which such company’s common stock is listed or quoted.

“Partial Service Factor” means a factor carried out to the sixth decimal to be used in calculating the number of LTIP Units earned pursuant to Section 3(d) hereof in the event of a Qualified Termination of the Grantee’s Continuous Service prior to the Valuation Date, determined by dividing (a) the number of calendar days that have elapsed since the Effective Date to and including the date of the Grantee’s Qualified Termination by (b) the number of calendar days from the Effective Date to and including the Valuation Date.

“Peer Companies” means the companies that comprise SNL Healthcare REIT Index.

“Performance Period” means the period beginning on the Effective Date and ending on the Valuation Date.

“Relative Performance” means the Company’s Total Shareholder Return relative to the Total Shareholder Return of the Peer Companies. Relative Performance will be determined by (a) ranking the Peer Companies from highest to lowest according to their respective Total Shareholder Return; (b) assigning each Peer Company a market capitalization percentage based upon each such Peer Company’s share of equity market capitalization as compared to the total market capitalization of all of the Peer Companies as of the Valuation Date; and then (c) constructing a percentile pool whereby each Peer Company is assigned a percentile range based on its Total Shareholder Return and market capitalization percentage. After this ranking, the Company’s Total Shareholder Return shall be compared to that of the Peer Companies and assigned a percentile rank based on the foregoing methodology.

“Relative TSR Component” means 25% of the Award LTIP Units, meaning that 25% of the Award LTIP Units shall be eligible to convert into Earned LTIP Units based on the Company’s Relative Performance during the Performance Period.

“Total Shareholder Return” means, for each of the Company and the Peer Companies, with respect to the Performance Period, the total return (expressed as a percentage) that would have been realized by a shareholder who (a) bought one share of common stock of such company at the Baseline Value on the Effective Date, (b) reinvested each dividend and other distribution declared during the Performance Period with respect to such share (and any other shares, or fractions thereof, previously received upon reinvestment of dividends or other distributions or on account of stock dividends), without deduction for any taxes with respect to such dividends or other distributions or any charges in connection with such reinvestment, in additional common stock at a price per share equal to (i) the Fair Market Value on the trading day immediately preceding the ex-dividend date for such dividend or other distribution less (ii) the amount of such dividend or other distribution, and (c) sold such shares on the Valuation Date at the Common Stock Price on the Valuation Date, without deduction for any taxes with respect to any gain on such sale or any charges in connection with such sale. Appropriate adjustments to the Total Shareholder Return shall be made to take into account all stock dividends, stock splits, reverse stock splits and the other events that occur during the Performance Period.

“Transactional Change of Control” means a Change of Control resulting from any person or group making a tender offer for shares of Common Stock, a merger or consolidation where the Company is not the acquirer or surviving entity or consisting of a sale, lease, exchange or other transfer to an unrelated party of all or substantially all of the assets of the Company.

“Valuation Date” means the earlier of (a) the calendar day immediately preceding the third anniversary of the Effective Date, or (b) the date upon which a Change of Control shall occur.

1 . Acceptance of Agreement The Grantee shall have no rights under this Agreement unless he or she shall have accepted this Agreement prior to the close of business on the Final Acceptance Date specified above by signing and delivering to GMR OP a copy of this Agreement. Furthermore, unless the Grantee is already a Limited Partner of GMR OP as of the Final Acceptance Date shown above, the Grantee shall not be entitled to receive the Earned LTIP Units unless the Grantee signs, as a Limited Partner, and delivers to GMR OP on or prior to the Final Acceptance Date a counterpart signature page to the Partnership Agreement attached hereto as Annex B. Thereupon, the Grantee shall have all the rights of a Limited Partner with respect to the number of LTIP Units specified above, as set forth in the Partnership Agreement, subject, however, to the restrictions and conditions specified herein. Upon receipt of the Earned LTIP Units to which the Grantee becomes entitled hereunder, the Partnership Agreement shall be amended to reflect the issuance to the Grantee of such Earned LTIP Units, effective as of the Valuation Date, and the Grantee shall have all of the rights of a Limited Partner with respect to the number of Earned LTIP Units issued to the Grantee, as set forth in the Partnership Agreement, subject, however, to the restrictions and conditions specified herein.

2. Restrictions and Conditions.

(a) The records of GMR OP evidencing the Award LTIP Units granted hereby and the Earned LTIP Units issued pursuant hereto shall bear an appropriate legend, as determined by GMR OP in its sole discretion, to the effect that such LTIP Units are subject to restrictions as set forth herein and in the Partnership Agreement.

(b) Award LTIP Units may not be sold, transferred, pledged, exchanged, hypothecated or otherwise disposed of by the Grantee in any respect. Earned LTIP Units may not be sold, transferred, pledged, exchanged, hypothecated or otherwise disposed of by the Grantee prior to vesting as contemplated in Section 3 and Section 4 of this Agreement, and then only to the extent permitted under the Partnership Agreement.

(c) Subject to the provisions of Section 4 below, any LTIP Units (and the proportionate amount of the Grantee's Capital Account balance attributable to such LTIP Units) subject to this Award that have not been earned and become vested on or before the date that the Grantee's employment with the Company and its Affiliates terminates shall be forfeited as of the date that such employment terminates.

3. Terms of LTIP Units.

(a) Subject to Section 4, the exact number of Earned LTIP Units that Grantee shall be entitled to receive under this Agreement shall be determined following the conclusion of the Performance Period based on the Company's Total Shareholder Return and Relative Performance during the Performance Period as provided herein. The Grantee shall not be entitled to receive any LTIP Units hereunder except to the extent they are earned upon the end of the Performance Period in accordance with the terms and conditions hereof. Earned LTIP Units shall be issued as soon as reasonably practical following the end of the Performance Period. In addition to the performance vesting requirements specified herein, Earned LTIP Units shall be subject to service vesting as provided in Section 3(e). Award LTIP Units that are not earned in accordance with this Section 3 shall be forfeited and cancelled and unvested Earned LTIP Units will be subject to forfeiture prior to vesting as set forth in this Section 3 and in Section 4.

(b) The number of LTIP Units earned under the Absolute TSR Component of the Award will be determined pursuant to Section 3(d) as soon as reasonably practicable following the Valuation Date by multiplying the number of Award LTIP Units by 75% and then multiplying such product by the applicable Percentage of Absolute TSR Component Earned based on the Company's Total Shareholder Return as shown below:

<u>Total Shareholder Return</u>	<u>Percentage of Absolute TSR Component Earned</u>
Less than 21%	0%
21%	50%
27%	100%
33% or greater	200%

The Absolute TSR Component of the Award will be forfeited in its entirety if the Total Shareholder Return is less than 21%. If the Total Shareholder Return is between 21% and 27%, or between 27% and 33%, the percentage of the Absolute TSR Component earned will be determined using linear interpolation as between those tiers, respectively.

(c) The number of Award LTIP Units earned under the Relative TSR Component of the Award will be determined pursuant to [Section 3\(d\)](#) as soon as reasonably practicable following the Valuation Date by multiplying the number of Award LTIP Units by 25% and then multiplying such product by the applicable Percentage of Relative TSR Component Earned based on the Company's Relative Performance as shown below:

<u>Relative Performance</u>	<u>Percentage of Relative TSR Component Earned</u>
TSR below the 35 th percentile of Peer Companies	0%
TSR equal to the 35 th percentile of Peer Companies	50%
TSR equal to the 55 th percentile of Peer Companies	100%
TSR equal to or greater than the 75 th percentile of Peer Companies	200%

The Relative TSR Component of the Award will be forfeited in its entirety if the Relative Performance is below the 35th percentile of Peer Companies. If the Relative Performance is between the 35th percentile and 55th percentile of Peer Companies, or between the 55th percentile and 75th percentile of Peer Companies, the percentage of the Relative TSR Component earned will be determined using linear interpolation as between those tiers, respectively.

(d) As soon as practicable following the Valuation Date, the Compensation Committee of the Board of Directors of the Company (the "Board") (or such other Committee(s) as may be appointed or designated by the Board to administer the Plan) (the "Committee") shall determine the number of LTIP Units earned by the Grantee under both the Absolute TSR Component and the Relative TSR Component. Upon the performance of the calculations set forth in this [Section 3\(d\)](#): (A) the Company shall cause GMR OP to issue to the Grantee, as of the Valuation Date, a number of LTIP Units equal to the number of Earned LTIP Units. Any Award LTIP Units that are not earned in accordance with this [Section 3](#) hereto shall not be deemed granted and shall not be issued, and the Grantee shall have no right in or to any such unearned and unissued LTIP Units after it is determined that they were not earned.

(e) LTIP Units that have been earned based on performance as provided in [Section 3\(c\)](#), shall, subject to [Section 4](#) hereof, be subject to forfeiture restrictions that will lapse in the following amounts and on the following vesting dates subject to the Continuous Service of the Grantee through and on the applicable vesting date:

- (i) 50% of the Earned LTIP Units shall become vested, and shall cease to be subject to forfeiture, as of the Valuation Date; and
- (ii) 50% of the Earned LTIP Units shall become vested, and shall cease to be subject to forfeiture, on the first anniversary of the Valuation Date.

(f) Any Earned LTIP Units that do not become vested pursuant to [Section 3\(e\)](#) or [Section 4](#) hereof shall, without payment of any consideration by the Company or its Affiliates, automatically and without notice be forfeited and be and become null and void, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Earned LTIP Units.

4. Termination of Employment

(a) If the Grantee is a party to an employment agreement (an "Employment Agreement") with the Company or its Affiliates, including but not limited to Inter-American Management LLC (the "Manager"), and Grantee's employment is terminated, the provisions of [Sections 4\(b\)](#) through [4\(d\)](#) hereof shall exclusively govern the treatment of the Grantee's Award LTIP Units and, if earned, Earned LTIP Units hereunder. Any Employment Agreement shall be deemed to be amended by this Agreement to the extent required to apply its terms consistently with this [Section 4](#) and the related defined terms, such that, by way of illustration, any provisions of the Employment Agreement with respect to accelerated vesting or payout or the lapse of forfeiture restrictions relating to the Grantee's incentive or other compensation awards in the event of certain types of terminations of the Grantee's service relationship with the Company and its Affiliates (such as, for example, termination at the end of the term, termination without Cause by the Company and its Affiliates or termination for Good Reason by the Grantee, as those terms are defined in such Employment Agreement) shall not be interpreted as requiring that any calculations set forth in [Section 3](#) hereof be performed or vesting occur with respect to this Award other than as specifically provided in this [Section 4](#).

(b) In the event of a termination of the Grantee's employment (A) without Cause, (B) by the Grantee for Good Reason, (C) as a result of the Grantee's death, (D) as a result of the Grantee's Disability (as defined in the Employment Agreement), or (E) as a result of the Grantee's Retirement (as defined below), in each case prior to the Valuation Date (each, a "Qualified Termination"), the Grantee will not forfeit the Award LTIP Units upon such termination, and instead the following provisions of this Section 4(b) shall be applied to determine the number of Earned LTIP Units the Grantee shall be entitled receive:

(i) the calculations provided in Section 3(d) hereof shall be performed as of the Valuation Date as if the Qualified Termination had not occurred;

(ii) the number of Earned LTIP Units calculated pursuant to Section 3(d) shall be multiplied by the Partial Service Factor (with the resulting number being rounded to the nearest whole LTIP Unit or, in the case of 0.5 of a unit, up to the next whole unit), and such adjusted number of LTIP Units shall be deemed the Grantee's Earned LTIP Units for all purposes under this Agreement; and

(iii) the Grantee's Earned LTIP Units as adjusted pursuant to Section 4(b)(ii) above shall no longer be subject to forfeiture pursuant to Section 3(e) hereof; provided that, notwithstanding that no Continuous Service requirement pursuant to Section 3(e) hereof will apply to the Grantee after the effective date of a Qualified Termination, except in the case of Death or Disability, the Grantee will not have the right to transfer his or her Earned LTIP Units or request redemption of his or her Common Units under the Partnership Agreement until such dates as of which his or her Earned LTIP Units, as adjusted pursuant to Section 4(b)(ii) above, would have become vested pursuant to Section 3(e) absent a Qualified Termination. For the avoidance of doubt, the purpose of this Section 4(b)(iii) is to prevent a situation where the Grantee who has had a Qualified Termination would be able to realize the value of his or her LTIP Units or Common Units (through transfer or redemption) before other grantees whose Continuous Service continues through the applicable vesting dates set forth in Section 3(e) hereof.

"Retirement" means retirement from employment with the Company and its Affiliates, including the Manager, but only to the extent the Grantee is at least 60 years old at the time of such retirement and has been employed with the Company or an Affiliate for at least 10 years prior to the date of such retirement.

(c) In the event of a Qualified Termination after the Valuation Date, all Earned LTIP Units that are subject to forfeiture restrictions pursuant to Section 3(e) shall no longer be subject to forfeiture; provided that, notwithstanding that no Continuous Service requirement pursuant to Section 3(e) hereof will apply to the Grantee after the effective date of a Qualified Termination, except in the case of death or Disability, the Grantee will not have the right to transfer his or her Earned LTIP Units or request redemption of his or her Common Units under the Partnership Agreement until such dates as of which his or her Earned LTIP Units would have become vested pursuant to Section 3(e) absent a Qualified Termination. For the avoidance of doubt, the purpose of this Section 4(c) is to prevent a situation where a Grantee who has had a Qualified Termination would be able to realize the value of his or her Earned LTIP Units or Common Units (through transfer or redemption) before other grantees of Earned LTIP Units whose Continuous Service continues through the applicable vesting dates set forth in Section 3(e) hereof.

(d) In the event of a termination of the Grantee's employment other than a Qualified Termination, all unearned Award LTIP Units and all Earned LTIP Units except for those that have become vested pursuant to Section 3(e) hereof shall, without payment of any consideration by the Company or its Affiliates, automatically and without notice terminate, be forfeited and be and become null and void, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such LTIP Units.

5. Change in Control.

(a) If a Change in Control occurs before the third anniversary of the Effective Date, the provisions of Section 3 shall apply to determine the number of Earned LTIP Units except that (i) the number of Earned LTIP Units earned under the Absolute TSR Component shall be measured against performance hurdles prorated to reflect the shortened Performance Period, and (ii) the resulting number of Earned LTIP Units shall be prorated to reflect the portion of the Performance Period that had elapsed as of the date of such Change in Control. If a Change in Control occurs on or after the third anniversary of the Effective Date, the number of Earned LTIP Units shall be determined as provided in Section 3.

(b) The number of Earned LTIP Units determined under Section 3, as modified by Section 5(a) for a Change in Control that occurs before the third anniversary of the Effective Date, shall remain subject to vesting tied to Continuous Service as provided in Section 3(e), except that the Grantee shall become fully vested in the Earned LTIP Units if he or she is terminated in a Qualified Termination within 12 months following the Change in Control.

(c) If the Change in Control occurs after the third anniversary of the Effective Date, and the Grantee is terminated in a Qualified Termination within 12 months following the Change in Control, the Grantee shall become fully vested in any unvested Earned LTIP Units.

(d) Notwithstanding the foregoing, if the Earned LTIP Units will not remain outstanding upon a Change in Control, then the Grantee shall become fully vested in the unvested Earned LTIP Units immediately prior to the consummation of the Change in Control.

6 . Distributions. Distributions shall accrue during the performance period on the maximum number LTIP Units that the Grantee could earn under this Agreement and shall be paid with respect to all of the Earned LTIP Units at the conclusion of the Performance Period following calculation of the number of Earned LTIP Units in accordance with Section 3 and upon the issuance thereof to the Grantee, in cash or by the issuance of additional LTIP Units at the discretion of the Committee. The right to distributions set forth in this Section 6 shall be deemed a Dividend Equivalent Right for purposes of the Plan. The Grantee shall cease to have any Dividend Equivalent Right with respect to LTIP Units that are not earned or that cease to be eligible for vesting and are forfeited in accordance with this Agreement.

7 . Incorporation of Plan and Partnership Agreement. Notwithstanding anything herein to the contrary, this Award shall be subject to all of the terms and conditions of the Plan and the Partnership Agreement.

8. Covenants. The Grantee hereby covenants as follows:

(a) So long as the Grantee holds any LTIP Units, the Grantee shall disclose to GMR OP in writing such information as may be reasonably requested with respect to ownership of LTIP Units as GMR OP may deem reasonably necessary to ascertain and to establish compliance with provisions of the Code applicable to GMR OP or to comply with requirements of any other appropriate taxing authority.

(b) The Grantee hereby agrees to make an election under Section 83(b) of the Code with respect to the maximum number of LTIP Units that the Grantee may earn hereunder, and the Company hereby consents thereto. The Grantee has delivered with this Agreement a completed, executed copy of the election form attached hereto as Exhibit A. The Grantee agrees to file the election (or to permit GMR OP to file such election on the Grantee's behalf) within thirty (30) days after the Final Acceptance Date with the IRS Service Center at which such Grantee files his personal income tax returns, and to file a copy of such election with the Grantee's U.S. federal income tax return for the taxable year in which the LTIP Units are awarded to the Grantee.

(c) The Grantee hereby agrees that it does not have the intention to dispose of the LTIP Units subject to this Award within two years of receipt of such LTIP Units. GMR OP and the Grantee hereby agree to treat the Grantee as the owner of the LTIP Units, subject to the terms and conditions hereof, from the Final Acceptance Date. The Grantee hereby agrees to take into account the distributive share of GMR OP income, gain, loss, deduction, and credit associated with the LTIP Units in computing the Grantee's income tax liability for the entire period during which the Grantee has the LTIP Units.

(d) The Grantee hereby recognizes that the IRS has proposed regulations under Sections 83 and 704 of the Code that may affect the proper treatment of the LTIP Units for federal tax purposes. In the event that those proposed regulations are finalized, the Grantee hereby agrees to cooperate with GMR OP in amending this Agreement and the Partnership Agreement, and to take such other action as may be required, to conform to such regulations.

(e) The Grantee hereby recognizes that changes in applicable law may affect the federal tax consequences of owning and disposing of LTIP Units.

9 . Transferability. This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution, without the prior written consent of the Company.

10 . Amendment. The Grantee acknowledges that the Plan may be amended or canceled or terminated in accordance with Article XVIII thereof and that this Agreement may be amended or cancelled by the Committee, on behalf of GMR OP, for the purpose of satisfying changes in law or for any other lawful purpose, provided that no such action shall adversely affect the Grantee's rights under this Agreement without the Grantee's written consent. The provisions of Section 5 of this Agreement applicable to the termination of the LTIP Units covered by this Award in connection with a Change in Control shall apply, *mutatis mutandi* to amendments, discontinuance or cancellation pursuant to this Section 10 or the Plan.

11 . No Obligation to Continue Employment. Neither the Company nor any one of its Affiliates is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or its Affiliates to terminate the employment of the Grantee at any time.

12 . Notices. Notices hereunder shall be mailed or delivered to GMR OP at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with GMR OP or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

13 . Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, applied without regard to conflict of law principles. The parties agree that any action or proceeding arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement, any breach hereof or any action covered hereby, shall be resolved within the State of Delaware and the parties hereto consent and submit to the jurisdiction of the federal and state courts located within Delaware.

[Signatures appear on following page.]

GLOBAL MEDICAL REIT INC.
a Maryland corporation

Name:
Title:
Date:

GLOBAL MEDICAL REIT L.P.
a Delaware limited partnership

By: **GLOBAL MEDICAL REIT GP LLC**
its general partner

By: **GLOBAL MEDICAL REIT INC.**
its sole member

Name:
Title:
Date:

Inter-American Management LLC
a Delaware limited liability company

(for purposes of any Employment Agreement amendment referenced
in Section 4 hereof and in any similar provisions contained in any of
the Grantee's previous LTIP unit award agreement)

Name:
Title:
Date:

The foregoing agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the Grantee.

Date:

Grantee's Signature

Grantee's name and address:

Name: _____

Address: _____

[Signature page to LTIP Unit Vesting Agreement]

Exhibit A

Section 83(b) Election Form

(Attached)

Annex A

Partnership Agreement

(Attached)

Annex B

FORM OF LIMITED PARTNER SIGNATURE PAGE

The Grantee desiring to become one of the within named Partners of Global Medical REIT L.P. ("GMR OP"), hereby becomes a party to the Agreement of Limited Partnership (as amended from time to time, the "Partnership Agreement") of GMR OP, by and among Global Medical REIT GP LLC, as general partner (the "General Partner"), and the Limited Partners, effective as of the Grant Date (as specified in the LTIP Unit Vesting Agreement, dated _____, ____, among the Grantee, Global Medical REIT Inc. and GMR OP). The Grantee agrees to be bound by the Partnership Agreement. The Grantee also agrees that this signature page may be attached to, and hereby authorizes the General Partner to attach this signature page to, any counterpart of the Partnership Agreement.

Date:

Signature of Limited Partner

Limited Partner's name and address:

Name: _____

Address: _____

**GLOBAL MEDICAL REIT INC.
2016 EQUITY INCENTIVE PLAN**

**LTIP UNIT AWARD AGREEMENT
Long-Term Incentive Award (Time-Vesting)**

Name of Grantee: _____
Number of LTIP Units: _____
Grant Date (Closing Date): March 3, 2020
Final Acceptance Date: _____

Pursuant to the Global Medical REIT Inc. 2016 Equity Incentive Plan, as amended from time to time (the "Plan"), and the Agreement of Limited Partnership, dated as of March 14, 2016 (as amended from time to time, the "Partnership Agreement"), of Global Medical REIT L.P., a Delaware limited partnership ("GMR OP"), Global Medical REIT Inc., a Maryland real estate investment trust (the "Company") and the sole member of Global Medical REIT GP LLC, a Delaware limited liability company, the general partner of GMR OP (the "General Partner"), and for the provision of services to or for the benefit of GMR OP in a partner capacity or in anticipation of being a partner, hereby grants to the Grantee named above an Other Equity-Based Award (as defined in the Plan) in the form of, and by causing GMR OP to issue to the Grantee named above, the number of LTIP Units specified above having the rights, voting powers, restrictions, limitations as to distributions, qualifications and terms and conditions of redemption and conversion set forth herein and in the Partnership Agreement (the "Award"). Upon acceptance of this LTIP Unit Vesting Agreement (this "Agreement"), the Grantee shall receive, effective as of the Closing Date (as defined below), the number of LTIP Units specified above, subject to the restrictions and conditions set forth herein and in the Partnership Agreement. Capitalized terms used but not defined herein have the meanings assigned to such terms in the Partnership Agreement, attached hereto as Annex A, or the Plan, as applicable, unless a different meaning is specified herein.

1. **Acceptance of Agreement** The Grantee shall have no rights with respect to this Agreement unless he or she shall have accepted this Agreement prior to the close of business on the Final Acceptance Date specified above by (a) signing and delivering to GMR OP, a copy of this Agreement and (b) unless the Grantee is already a Limited Partner, signing, as a Limited Partner, and delivering to GMR OP a counterpart signature page to the Partnership Agreement. Upon acceptance of this Agreement by the Grantee, the Partnership Agreement shall be amended to reflect the issuance to the Grantee of the LTIP Units so accepted, effective as of the Closing Date. Thereupon, the Grantee shall have all the rights of a Limited Partner with respect to the number of LTIP Units specified above, as set forth in the Partnership Agreement, subject, however, to the restrictions and conditions specified in Section 2 below.

2. **Restrictions and Conditions**

(a) The records of GMR OP evidencing the LTIP Units granted herein shall bear an appropriate legend, as determined by GMR OP in its sole discretion, to the effect that such LTIP Units are subject to restrictions as set forth herein and in the Partnership Agreement.

(b) LTIP Units granted herein may not be sold, transferred, pledged, exchanged, hypothecated or otherwise disposed of by the Grantee prior to vesting as contemplated in Section 3 or 4 of this Agreement.

(c) Subject to the provisions of Section 4 below, any LTIP Units (and the proportionate amount of the Grantee's Capital Account balance attributable to such LTIP Units) subject to this Award that have not become vested on or before the date that the Grantee's employment with the Company and its Affiliates terminates shall be forfeited as of the date that such employment terminates.

3. **Vesting of LTIP Units.** The restrictions and conditions in Sections 2(b) and 2(c) of this Agreement shall lapse with respect to the LTIP Units granted herein in the amounts and on the Vesting Dates specified below:

Portion of Award to Vest	Vesting Date
33.33%	March 3, 2021
33.33%	March 3, 2022
33.33%	March 3, 2023
Total: 100% of Award	

4. **Acceleration of Vesting in Special Circumstances.** If the Grantee is a party to an employment agreement (an "Employment Agreement") with the Company or its Affiliates, including but not limited to Inter-American Management LLC (the "Manager"), and Grantee's employment is terminated, the provisions of this Section 4 and the related defined terms shall exclusively govern the treatment of the Grantee's LTIP Units hereunder. Any Employment Agreement shall be deemed to be amended by this Agreement to the extent required to apply its terms consistently with this Section 4, such that, by way of illustration, any provisions of the Employment Agreement with respect to accelerated vesting or payout or the lapse of forfeiture restrictions relating to the Grantee's incentive or other compensation awards in the event of certain types of terminations of the Grantee's service relationship with the Company and its Affiliates (such as, for example, termination at the end of the term, termination without Cause by the Company and its Affiliates or termination for Good Reason by the Grantee, as those terms are defined in such Employment Agreement) shall not be interpreted as requiring that any calculations set forth in Section 3 hereof be performed or vesting occur with respect to this Award other than as specifically provided in this Section 4.

All LTIP Units granted herein shall automatically become fully vested on the date specified below if the Grantee remains in the continuous employ of the Company or an Affiliate from the Closing Date until such date:

- (a) the date that the Grantee's employment with the Company and its Affiliates ends on account of the Grantee's termination of employment by the Company or its Affiliates without Cause (as defined below) or by the Grantee for Good Reason (as defined below); provided that the Grantee signs the general release of claims in favor of the Company and its Affiliates in the form set forth in Attachment A and the general release becomes irrevocably effective not later than 45 days after the date of the termination event;
- (b) the date that the Grantee's employment ends on account of the Grantee's death or total and permanent disability (as defined in Section 22(e)(3) of the Code); or
- (c) on the Control Change Date.

For purposes of this Agreement, "Cause" means, with respect to the Grantee, a determination by the Committee in its sole discretion that the Grantee has: (i) materially breached a written agreement between the Grantee and the Company or one of its Affiliates, including the material breach of any written policy or written code of conduct established by the Company or one of its Affiliates and applicable to the Grantee; (ii) committed an act of gross negligence, willful misconduct, breach of fiduciary duty, fraud, theft or embezzlement; (iii) been convicted of or been indicted for, or pled *nolo contendere* to, any felony (or state law equivalent) or any crime or misdemeanor involving moral turpitude; (iv) willfully failed or refused, other than due to disability, to perform the Grantee's duties to the Company or one of its Affiliates; or (v) engaged in any other conduct that is materially injurious (whether monetarily or otherwise) to the Company or one of its Affiliates.

For purposes of this Agreement, "Good Reason" means: (i) a material diminution in the Grantee's Base Salary; (ii) a material diminution or adverse change in the Grantee's title, duties or authority; (iii) a material breach by the Company or GMR OP of any of its covenants or obligations under this Agreement; or (iv) the relocation of the geographic location of the Grantee's principal place of employment by more than 50 miles from the location of the Grantee's principal place of employment as of the Closing Date; provided that, in the case of the Grantee's allegation of Good Reason, (A) the condition described in the foregoing clauses must have arisen without the Grantee's consent; (B) the Grantee must provide written notice to GMR OP of such condition in accordance with the Agreement within 45 days of the initial existence of the condition; (C) the condition specified in such notice must remain uncorrected for 30 days after receipt of such notice by GMR OP; and (D) the Grantee's date of termination must occur within 60 days after such notice is received by GMR OP.

5. **Merger-Related Action.** In contemplation of and subject to the consummation of a consolidation or merger or sale of all or substantially all of the assets of the Company in which outstanding Common Stock is exchanged for securities, cash, or other property of an unrelated corporation or business entity or in the event of a liquidation of the Company (in each case, a "Transaction"), the Board, or the board of trustees or directors of any corporation assuming the obligations of the Company (the "Acquiror"), may, in its discretion, take any one or more of the following actions, as to the outstanding LTIP Units subject to this Award: (i) provide that such LTIP Units shall be assumed or equivalent awards shall be substituted, by the acquiring or succeeding entity (or an affiliate thereof), and/or (ii) upon prior written notice to the LTIP Unitholders (as defined in the Partnership Agreement) of not less than 30 days, provide that such LTIP Units shall terminate immediately prior to the consummation of the Transaction. The right to take such actions (each, a "Merger-Related Action") shall be subject to the following limitations and qualifications:

(a) if all LTIP Units awarded to the Grantee hereunder are eligible, as of the time of the Merger-Related Action, for conversion into Common Units (as defined in and in accordance with the Partnership Agreement) and the Grantee is afforded the opportunity to effect such conversion and receive, in consideration for the Common Units into which his LTIP Units shall have been converted, the same kind and amount of consideration as other holders of Common Units in connection with the Transaction, then Merger-Related Action of the kind specified in (i) or (ii) above shall be permitted and available to the Company and the Acquiror;

(b) if some or all of the LTIP Units awarded to the Grantee hereunder are not, as of the time of the Merger-Related Action, so eligible for conversion into Common Units (in accordance with the Partnership Agreement), and the acquiring or succeeding entity is itself, or has a subsidiary which is organized as a partnership or limited liability company (consisting of a so-called "UPREIT" or other structure substantially similar in purpose or effect to that of the Company and GMR OP), then Merger-Related Action of the kind specified in clause (i) of this Section 5 above must be taken by the Acquiror with respect to all LTIP Units subject to this Award which are not so convertible at the time, whereby all such LTIP Units covered by this Award shall be assumed by the acquiring or succeeding entity, or equivalent awards shall be substituted by the acquiring or succeeding entity, and the acquiring or succeeding entity shall preserve with respect to the assumed LTIP Units or any securities to be substituted for such LTIP Units, as far as reasonably possible under the circumstances, the distribution, special allocation, conversion and other rights set forth in the Partnership Agreement for the benefit of the LTIP Unitholders; and

(c) if some or all of the LTIP Units awarded to the Grantee hereunder are not, as of the time of the Merger-Related Action, so eligible for conversion into Common Units (in accordance with the Partnership Agreement), and after exercise of reasonable commercial efforts the Company or the Acquiror is unable to treat the LTIP Units in accordance with Section 5(b), then Merger-Related Action of the kind specified in clause (ii) of this Section 5 above must be taken by the Company or the Acquiror, in which case such action shall be subject to a provision that the settlement of the terminated award of LTIP Units which are not convertible into Common Units requires a payment of the same kind and amount of consideration payable in connection with the Transaction to a holder of the number of Common Units into which the LTIP Units to be terminated could be converted or, if greater, the consideration payable to holders of the number of common shares into which such Common Units could be exchanged (including the right to make elections as to the type of consideration) if the Transaction were of a nature that permitted a revaluation of the Grantee's capital account balance under the terms of the Partnership Agreement, as determined by the Committee in good faith in accordance with the Plan.

6. **Distributions.** Distributions on the LTIP Units shall be paid currently to the Grantee in accordance with the terms of the Partnership Agreement. The right to distributions set forth in this Section 6 shall be deemed a Dividend Equivalent Right for purposes of the Plan.

7 . **Incorporation of Plan.** Notwithstanding anything herein to the contrary, this Award shall be subject to all of the terms and conditions of the Plan and the Partnership Agreement.

8. **Covenants.** The Grantee hereby covenants as follows:

(a) So long as the Grantee holds any LTIP Units, the Grantee shall disclose to GMR OP in writing such information as may be reasonably requested with respect to ownership of LTIP Units as GMR OP may deem reasonably necessary to ascertain and to establish compliance with provisions of the Code applicable to GMR OP or to comply with requirements of any other appropriate taxing authority.

(b) The Grantee hereby agrees to make an election under Section 83(b) of the Code with respect to the LTIP Units awarded hereunder, and the Company hereby consents thereto. The Grantee has delivered with this Agreement a completed, executed copy of the election form attached hereto as Annex B. The Grantee agrees to file the election (or to permit GMR OP to file such election on the Grantee's behalf) within thirty (30) days after the Closing Date with the IRS Service Center at which such Grantee files his personal income tax returns, and to file a copy of such election with the Grantee's U.S. federal income tax return for the taxable year in which the LTIP Units are awarded to the Grantee.

(c) The Grantee hereby agrees that it does not have the intention to dispose of the LTIP Units subject to this Award within two years of receipt of such LTIP Units. GMR OP and the Grantee hereby agree to treat the Grantee as the owner of the LTIP Units from the Grant Date. The Grantee hereby agrees to take into account the distributive share of GMR OP income, gain, loss, deduction, and credit associated with the LTIP Units in computing the Grantee's income tax liability for the entire period during which the Grantee has the LTIP Units.

(d) The Grantee hereby recognizes that the IRS has proposed regulations under Sections 83 and 704 of the Code that may affect the proper treatment of the LTIP Units for federal tax purposes. In the event that those proposed regulations are finalized, the Grantee hereby agrees to cooperate with GMR OP in amending this Agreement and the Partnership Agreement, and to take such other action as may be required, to conform to such regulations.

(e) The Grantee hereby recognizes that changes in applicable law may affect the federal tax consequences of owning and disposing of LTIP Units.

9 . **Transferability.** This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution, without the prior written consent of the Company.

10 . **Amendment.** The Grantee acknowledges that the Plan may be amended or canceled or terminated in accordance with Article XVIII thereof and that this Agreement may be amended or cancelled by the Committee, on behalf of GMR OP, for the purpose of satisfying changes in law or for any other lawful purpose, provided that no such action shall adversely affect the Grantee's rights under this Agreement without the Grantee's written consent. The provisions of Section 5 of this Agreement applicable to the termination of the LTIP Units covered by this Award in connection with a Transaction (as defined in Section 5 of this Agreement) shall apply, *mutatis mutandi* to amendments, discontinuance or cancellation pursuant to this Section 10 or the Plan.

11 . **No Obligation to Continue Employment.** Neither the Company nor any one of its Affiliates is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or its Affiliates to terminate the employment of the Grantee at any time.

12 . **Notices.** Notices hereunder shall be mailed or delivered to GMR OP at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with GMR OP or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

13 . **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, applied without regard to conflict of law principles. The parties agree that any action or proceeding arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement, any breach hereof or any action covered hereby, shall be resolved within the State of Delaware and the parties hereto consent and submit to the jurisdiction of the federal and state courts located within Delaware.

[Signatures appear on following page.]

GLOBAL MEDICAL REIT INC.
a Maryland real estate investment trust

Name:
Title:
Date:

GLOBAL MEDICAL REIT L.P.
a Delaware limited partnership

By: **GLOBAL MEDICAL REIT GP LLC**
its general partner

By: **GLOBAL MEDICAL REIT INC.**
its sole member

Name:
Title:
Date:

Inter-American Management LLC
a Delaware limited liability company

(for purposes of any Employment Agreement amendment referenced in Section 4 hereof and in any similar provisions contained in any of the Grantee's previous LTIP unit award agreement)

Name:
Title:
Date:

The foregoing agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the Grantee.

Date:

Grantee's Signature

Grantee's name and address:

Name: _____

Address: _____

[Signature page to LTIP Unit Vesting Agreement]

ANNEX A

FORM OF LIMITED PARTNER SIGNATURE PAGE

The Grantee desiring to become one of the within named Partners of Global Medical REIT L.P. ("GMR OP"), hereby becomes a party to the Agreement of Limited Partnership (as amended from time to time, the "Partnership Agreement") of GMR OP, by and among Global Medical REIT GP LLC, as general partner (the "General Partner"), and the Limited Partners, effective as of the Closing Date (as defined in the LTIP Unit Vesting Agreement, dated _____, ____, among the Grantee, Global Medical REIT Inc. and GMR OP). The Grantee agrees to be bound by the Partnership Agreement. The Grantee also agrees that this signature page may be attached to, and hereby authorizes the General Partner to attach this signature page to, any counterpart of the Partnership Agreement.

Date:

Signature of Limited Partner

Limited Partner's name and address:

Name: _____

Address: _____

ATTACHMENT "A"
to
GLOBAL MEDICAL REIT INC.
2016 EQUITY INCENTIVE PLAN

LTIP UNIT VESTING AGREEMENT

[Name of Grantee]

General Release of Claims

Consistent with Section 4 of the LTIP Unit Vesting Agreement dated _____, _____, among GLOBAL MEDICAL REIT INC. (the "**Company**"), GLOBAL MEDICAL REIT L.P. and me (the "**LTIP Unit Vesting Agreement**") and in consideration for and contingent upon my receipt of the accelerated vesting of LTIP Units set forth in Section 4(a) of the LTIP Unit Vesting Agreement, I, for myself, my attorneys, heirs, executors, administrators, successors, and assigns, do hereby fully and forever release and discharge the Company and its Affiliates (as defined in the Global Medical REIT Inc. 2016 Equity Incentive Plan, as amended from time to time (the "**Plan**")), as well as their predecessors, successors, assigns, and their current or former directors, officers, partners, agents, employees, attorneys, and administrators from all suits, causes of action, and/or claims, demands or entitlements of any nature whatsoever, whether known, unknown, or unforeseen, which I have or may have against any of them arising out of or in connection with my employment by the Company or its Affiliates, the LTIP Unit Vesting Agreement, the termination of my employment with the Company or its Affiliates, or any event, transaction, or matter occurring or existing on or before the date of my signing of this General Release, except that I am not releasing any (a) right to indemnification that I may otherwise have, (b) right to salary and benefits under applicable benefit plans that are earned and accrued but unpaid as of the date of my signing this General Release, (c) right to reimbursement for business expenses incurred and not reimbursed as of the date of my signing this General Release, (d) right to any bonus payment(s) or other compensation due to me under the Plan or any subsequent equity incentive plan approved by the board of directors of the Company that is earned and accrued for the most recent completed calendar year for which a bonus payment has not then been paid as of the date of my signing this General Release, or (e) claims arising after the date of my signing this General Release. I agree not to file or otherwise institute any claim, demand or lawsuit seeking damages or other relief and not to otherwise assert any claims, demands or entitlements that are lawfully released herein. I further hereby irrevocably and unconditionally waive any and all rights to recover any relief or damages concerning the claims, demands or entitlements that are lawfully released herein. I represent and warrant that I have not previously filed or joined in any such claims, demands or entitlements against the Company or the other persons released herein and that I will indemnify and hold them harmless from all liabilities, claims, demands, costs, expenses and/or attorneys' fees incurred as a result of any such claims, demands or lawsuits.

Except as otherwise expressly provided above, this General Release specifically includes, but is not limited to, all claims of breach of contract, employment discrimination (including any claims coming within the scope of Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Americans with Disabilities Act, the Family and Medical Leave Act, and any comparable Arizona law, all as amended, or any other applicable federal, state, or local law), claims under the Employee Retirement Income Security Act, as amended, claims under the Fair Labor Standards Act, as amended (or any other applicable federal, state or local statute relating to payment of wages), claims concerning recruitment, hiring, termination, salary rate, severance pay, stock options, wages or benefits due, sick leave, holiday pay, vacation pay, life insurance, group medical insurance, any other fringe benefits, worker's compensation, termination, employment status, libel, slander, defamation, intentional or negligent misrepresentation and/or infliction of emotional distress, together with any and all tort, contract, or other claims which might have been asserted by me or on my behalf in any suit, charge of discrimination, or claim against the Company or the persons released herein.

I acknowledge that I have been given an opportunity of twenty-one (21) days to consider this General Release and that I have been encouraged by the Company to discuss fully the terms of this General Release with legal counsel of my own choosing. Moreover, for a period of seven (7) days following my execution of this General Release, I shall have the right to revoke the waiver of claims arising under the Age Discrimination in Employment Act, a federal statute that prohibits employers from discriminating against employees who are age 40 or over. If I elect to revoke this General Release within this seven-day period, I must inform the Company by delivering a written notice of revocation to the Company's Director of Human Resources or employee of the Company authorized to perform such function, no later than 11:59 p.m. on the seventh calendar day after I sign this General Release. I understand that, if I elect to exercise this revocation right, this General Release shall be voided in its entirety and the Company shall be relieved of all obligations to permit the acceleration of vesting of LTIP Units pursuant to Section 4(a) of the LTIP Unit Vesting Agreement. I may, if I wish, elect to sign this General Release prior to the expiration of the 21-day consideration period, and I agree that if I elect to do so, my election is made freely and voluntarily and after having an opportunity to consult counsel.

AGREED:

[Form of Agreement Only – Do Not Execute]

Date
