
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): August 21, 2017 (August 20, 2017)

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.)

4800 Montgomery Lane, Suite 450
Bethesda, MD
20814
(Address of Principal Executive Offices)
(Zip Code)

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

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))

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.

On August 20, 2017, David A. Young resigned, effective as of August 16, 2017, from his positions as the Chief Executive Officer and as a director of Global Medical REIT Inc., a Maryland corporation (the “Company”). In connection with his resignation, Inter-American Management LLC, the Company’s external Advisor, (the “Advisor”) entered into a Separation Agreement and General Release (the “Separation Agreement”) and will enter into a Consulting Agreement (the “Consulting Agreement”) with Mr. Young.

Pursuant to the Separation Agreement, Mr. Young’s employment with the Advisor will terminate effective September 19, 2017. The Consulting Agreement will commence at that time. Under the Separation Agreement, Mr. Young will receive two months of salary from the Advisor following the termination of his employment and 24,000 of his unvested LTIP units issued pursuant to the Company’s 2016 Equity Incentive Plan will vest immediately, subject to Mr. Young’s non-revocation of the Separation Agreement prior to August 27, 2017, and his compliance with the Separation Agreement. Pursuant to the Consulting Agreement, which will have a one-year term, the Advisor will pay Mr. Young cash fees of \$7,500 per month for acquisition and business development consulting services and the Company will pay him a one percent fee for all off-market healthcare facility acquisition opportunities Mr. Young identifies for the Company after the termination of his employment and that the Company consummates during the term of the Consulting Agreement. The Consulting Agreement may be renewed for an additional one year term subject to certain conditions.

The foregoing descriptions of the Separation Agreement and the Consulting Agreement, which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference, are not complete and are qualified in their entirety by reference to the terms of these agreements filed in such Exhibits.

On August 20, 2017, the board of directors of the Company (the “Board”) appointed Jeffrey Busch, the Company’s President and Chairman, to serve as the new Chief Executive Officer of the Company.

Mr. Busch has been an active investor in the real estate industry since 1985. Since 2013, Mr. Busch has served as President of the Company’s external advisor, Inter-American Management LLC (the “Advisor”). Mr. Busch also has served as a director of the Company since September 2014 and has served as Chairman and President of the Company from August 2015 to the present. Since October 2014, Mr. Busch has served as Chairman of the Board of Directors of American Housing REIT Inc. (f/k/a On Target 360), which is also externally managed by the Advisor. His experience includes developing numerous properties in various asset classes, owning and managing real estate in several states, including rental housing, and a wide variety of commercial real estate. Since 2001, Mr. Busch has also served as President of Safe Blood International Foundation, where he oversees the establishment of medical facilities in 35 developing nations, funded by the CDC and USAID, Exxon Mobil, and the Gates Foundation. Mr. Busch has had presidential appointments in two presidential administrations, one in the Department of Housing and Urban Affairs and the other at the United Nations in Geneva, where he served as a United States delegate. Mr. Busch holds a B.A from New York University in the Stern School of Business, a Masters of Public Administration from New York University, and a J.D. from Emory University.

Mr. Busch is not related to any other officer or any director of the Company. Since the beginning of the Company's last fiscal year to the effective date of Mr. Busch's appointment, Mr. Busch has not been a participant, nor has he had any direct or indirect material interest in any transaction in which the Company was or is to be a participant and the amount involved exceeded or exceeds \$120,000.

Item 7.01 Regulation FD Disclosure.

On August 21, 2017, the Company issued a press release announcing Mr. Young's resignation and Mr. Busch's appointment. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated into this Item 7.01 by reference.

The information included in Item 7.01 of this Current Report on Form 8-K and the exhibit related thereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section, and shall not be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing.

Item 9.01 Financial Statement and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1*	Separation Agreement and General Release, dated August 20, 2017
10.2	Form of Consulting Agreement, to be dated September 19, 2017
99.1	Press release dated August 21, 2017

* Management contract or compensatory plan or arrangement.

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: August 21, 2017

EXHIBIT INDEX

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* Management contract or compensatory plan or arrangement.

**SEPARATION AGREEMENT
AND GENERAL RELEASE**

David A. Young (“Employee”) and Inter-American Management LLC (the “Company”) have agreed to the following terms and conditions contained in this Confidential Separation Agreement and General Release (this “Agreement”).

1. Employment Separation.

Employee’s employment with the Company will end effective on September 19, 2017 (the “Termination Date”). Employee acknowledges and agrees that, effective as of August 16, 2017 (the “Notice Date”) through the Termination Date (the “Leave Period”), Employee will be on a paid leave of absence from the Company. During that period, Employee shall continue as an employee of the Company but shall not perform any further duties or incur any expenses, obligations, or liabilities on behalf of the Company. In addition, effective as of the Notice Date, Employee has resigned from his position as Chief Executive Officer of Global Medical REIT Inc. (“GMR”), as a director of GMR, and from all other positions Employee holds with the Company, GMR and each of their respective affiliates. Employee’s termination shall be deemed a voluntary resignation by Employee.

2. Accrued Salary and Benefits.

No later than the next regularly scheduled payroll date following the Termination Date (the “Payment Date”), the Company will pay Employee’s salary, less applicable deductions, through and including the Termination Date. The Company also will pay Employee all accrued but unused PTO pay, if any, through the Termination Date by the Payment Date. Employee acknowledges and agrees that, on receipt of the payment for accrued, unused PTO, he has been paid all compensation and benefits owed as a result of Employee’s employment with the Company (including all salary, bonuses, PTO pay, or other compensation and excepting only payments for vested and accrued benefits under any 401(k) plan, pending claims for health benefits, and COBRA benefits).

3. Severance Payment.

The Company agrees to continue Employee’s base salary as in effect as of the Notice Date for a period of two months after the Termination Date (the “Severance Payment”), and such payments will be made in accordance with the Company’s normal payroll practices, including the deduction of withholdings for applicable taxes. Subject to Employee’s execution and delivery to the Company of this Agreement and the expiration of the seven (7) day revocation period provided for below, the Severance Payment shall commence on the first regularly scheduled payroll date following the Termination Date. Employee must fully satisfy all of his contractual obligations hereunder in order to be entitled to the Severance Payment. Employee’s failure to meet any of his contractual obligations hereunder will immediately terminate the Company’s obligation to pay the Severance Payment and will entitle the Company to recover the Severance Payment to the extent already paid to Employee following any breach of his obligations hereunder (in addition to any other remedies available to the Company by contract or at law).

4. Employee's Equity Compensation.

The Company and Employee acknowledge and agree that, notwithstanding the terms and conditions set forth in (i) the Employment Agreement between Employee and the Company dated June 28, 2016 (the "Employment Agreement"), (ii) the Global Medical REIT Inc. 2016 Equity Incentive Plan, and (iii) those certain LTIP Unit Vesting and Award Agreements between Employee and the Company ("LTIP Award Agreements"), each of which is listed on Exhibit A hereto, subject to Employee's execution and delivery to the Company of, and Employee's compliance with his obligations under, this Agreement and the expiration of the seven (7) day revocation period provided for below, GMR will immediately accelerate the vesting of 24,000 of the unvested LTIP Units that were granted to Employee on July 1, 2016, as set forth on Exhibit A hereto, and Employee will forfeit all other unvested LTIP Units as set forth on Exhibit A hereto.

5. Consulting Agreement.

Prior to the Termination Date, the Company and Employee shall enter into a Consulting Agreement in the form attached hereto as Exhibit B (the "Consulting Agreement"). The Consulting Agreement shall become effective on the Termination Date, and the Company's obligations under the Consulting Agreement are subject to Employee's execution and delivery to the Company of, and Employee's compliance with his obligations under, this Agreement and the expiration of the seven (7) day revocation period provided for below.

6. No Other Obligation.

Employee acknowledges and agrees that, except as set forth in Section 10 hereof, the Employment Agreement and the LTIP Award Agreements are terminated in all respects and, other than the payments to Employee provided for in Paragraphs 2 and 3 hereof, the vesting of LTIP Units provided for in Paragraph 4 hereof, and the consideration under the Consulting Agreement if it becomes effective as provided in Paragraph 5 hereof, Employee is not entitled to receive, and will not claim that he is entitled to receive, any payments, vesting of equity, or other compensation or consideration.

7. General Release of All Claims, Known and Unknown

(a) In exchange for the consideration provided in this Agreement, Employee knowingly and voluntarily waives and releases all rights and claims, known and unknown, that Employee may have against the Company and GMR, and all of their respective affiliates, subsidiaries, related entities, officers, directors, members, shareholders, attorneys, employees, agents, or representatives, past or present (collectively, the "Released Parties"), existing at or before the date Employee signs this Agreement, including but not limited to all rights or claims regarding Employee's employment with the Company and the termination of that employment. This includes, without limitation, a release of any rights or claims Employee may have under: (a) the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act; (b) Title VII of the Civil Rights Act of 1964; (c) 42 United States Code Section 1981; (d) the Equal Pay Act; (e) the Americans with Disabilities Act; (f) the Employee Retirement Investment Security Act; (g) the Family and Medical Leave Act; (h) the Fair Labor Standards Act; (i) any employment contract with any Released Party; (j) state and local fair employment practice laws and regulations that govern the employment relationship; and (k) any and all other federal, state or local laws or regulations governing or applicable to the employer-employee relationship, including, without limitation, claims alleging wrongful discharge, breach of contract, or alleged physical or personal injury, tort, or emotional distress.

(b) It is Employee's express intent to enter into this full and final compromise and release of any and all claims he may have against the above named entities and persons. Employee acknowledges and agrees that he has not assigned any claims or rights hereunder or otherwise against the Company or any Released Party to any other person or entity.

(c) Employee acknowledges and agrees that Employee is releasing all rights and claims that Employee knows about, as well as those Employee may not know about. Employee acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims which Employee does not know about or suspect to exist in Employee's favor against the Company or others released herein at the time Employee signed this Agreement and that this Agreement expressly contemplates the extinguishment of all such claims, including, but not limited to, any and all claims under any applicable federal, state or local laws governing or applicable to the employer-employee relationship.

(d) Employee represents that Employee has not filed or had filed on Employee's behalf any complaint, charge, claim, action, or lawsuit against the Company or any Released Party with any governmental agency, arbitration tribunal or association, or any court.

8. Protected Rights Not Waived: Trade Secrets Notice

(a) Notwithstanding the foregoing, this release does not include a release of Employee's rights, if any, to pension, retiree, health or similar benefits under the Company's standard retirement program and COBRA with respect to his rights under the Employment Agreement. Further, nothing in this Agreement waives any right that is not subject to waiver by private agreement, including without limitation any claims arising under state unemployment insurance or workers' compensation laws, or a challenge to the validity of this Agreement. In addition, nothing in this Agreement including, but not limited to, the return of Company property obligation, the release of claims, the non-disparagement obligations, the no claims representation, the continuing post-separation obligations, and the confidentiality obligations prevents Employee from filing a charge or complaint with, from participating in an investigation or proceeding conducted by, or providing documents or other information without notice to the Company to the EEOC, NLRB, the Securities and Exchange Commission, or any other federal, state or local agency. Although this Agreement does not limit Employee's right to receive an award for information provided to any government agency where such award is provided by the agency, Employee nonetheless acknowledges and agrees that this Agreement does release and waive any right to any payment, benefit, or other remedy from the Company or any Released Party other than the payments set forth expressly in this Agreement, including any payment from the Company that may come through a class, collective, or representative action brought on Employee's behalf or in which Employee is a participant.

(b) Employee is hereby provided notice that under the 2016 Defend Trade Secrets Act: (a) no individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (b) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

9. Release of Claims under the Age Discrimination in Employment Act

(a) Employee acknowledges and agrees that: (a) Employee has carefully read and fully understands this Agreement; (b) Employee has not relied on any statement, written or oral, that is not set forth in this Agreement; (c) Employee is hereby advised in writing to consult with an attorney prior to executing this Agreement and has consulted with an attorney before executing this Agreement or intentionally elected not to do so; (d) Employee is not waiving or releasing any rights or claims that may arise after the execution date of this Agreement; (e) Employee is releasing claims under the Age Discrimination in Employment Act, if any; (f) Employee executes this Agreement in exchange for consideration in addition to that to which he is already entitled; (g) the Company gave Employee a period of at least 21 days within which to consider this Agreement and acknowledges that, if Employee voluntarily executes this Agreement prior to the expiration of the 21st day, he will voluntarily waive the remainder of the 21-day consideration period; and (h) Employee has a period of seven (7) days following Employee's execution of this Agreement to revoke Employee's agreement as provided below. Employee enters into this Agreement knowingly, willingly and voluntarily in exchange for the consideration herein, and has had an adequate opportunity to make whatever investigation or inquiry he deemed necessary or prudent. Further, Employee agrees that any changes to this Agreement after the Agreement is presented to him, whether material or minor, do not restart the 21-day review period provided for above.

(b) Employee may revoke Employee's approval of this Agreement if he does so, in writing, within seven (7) days following Employee's execution of this Agreement. Notice of revocation must be received by Jamie A. Barber at 4800 Montgomery Lane, Suite 450, Bethesda MD 20814, Email: jamieb@globalmedicalreit.com, no later than the seventh day following the execution of this Agreement. This Agreement is not effective or enforceable until expiration of the seven day period. However, this Agreement becomes fully effective, valid and irrevocable if it has not been revoked within the seven day period immediately following Employee's execution of this Agreement. If the revocation period expires on a weekend day, Employee understands that he has until the end of the next business day to revoke.

10. Employee's Continuing Obligations under Employment Agreement.

Employee acknowledges that his obligations set forth in Sections 6 and 7 of the Employment Agreement, other than as described in the last sentence of this paragraph, shall survive the termination of his employment. Employee affirms his commitment to abide by these provisions and acknowledges that his violation of these provisions will constitute a breach of this Agreement and make the Company's obligations hereunder and under the Consulting Agreement voidable in its and GMR's sole discretion. Notwithstanding the preceding two sentences, subject to Employee's execution and delivery to the Company of this Agreement and the expiration of the seven (7) day revocation period provided for above, the Company, for itself and for and on behalf of GMR, hereby waives Employee's covenants not to compete set forth in Section 6.2(aa) of the Employment Agreement.

11. Non-Disparagement; Non-Disruption; Litigation Matters.

(a) In exchange for the consideration provided in this Agreement, Employee agrees that he will not publish – orally or in writing – to any third party any negative or disparaging remarks harmful to the business or professional reputation of the Company or any of the Released Parties; *provided, however*, that nothing in this Agreement is intended to prohibit either party from participating in or cooperating with any investigation by any governmental agency, from providing truthful information as part of a proceeding by any duly authorized governmental agency, arbitration panel or court, or making any statements authorized by law. Provided that all requests for references are directed to the Human Resources department, the Company agrees that it will provide a neutral reference that releases only dates of employment, last title held and confirmation of base salary if Employee authorizes such release in writing.

(b) In exchange for the consideration provided in this Agreement, Employee agrees that he will not (either directly or indirectly) (i) enter or attempt to enter the Company's or GMR's offices or properties or (ii) threaten, harass, or otherwise act in an unprofessional manner towards, any director, officer or employee of the Company or GMR.

(c) To the extent permissible by law, Employee agrees that, immediately upon receiving a subpoena or other request to provide testimony, in any form or forum, in connection with any legal proceeding that involves, affects, or relates to the Released Parties, he will provide notice to Jamie A. Barber at 4800 Montgomery Lane, Suite 450, Bethesda MD 20814, Email: jamieb@globalmedicalreit.com, by hand delivery, email, facsimile or recognized overnight courier, sufficiently detailing the matter and parties involved; provided that such notice will, in any event, be provided before such testimony is given.

12. Return of Company Property.

(a) Employee represents to the Company and each other Released Party that, except as set forth in Paragraph 12(b) below or as otherwise instructed or authorized in writing by the General Counsel of the Company, on or within five business days of the Notice Date he will return to the Company (or to another Released Party at the direction of the Company) (a) all Company Information and copies of the same; and (b) all documents and copies (whether written, printed, electronic, recorded, or otherwise and wherever located) made, compiled, or acquired by him during his Employment or relating to the business or affairs of any Released Party or its business contacts, in each case that was in Employee's possession or under his control; provided, however, that this excludes documents and information received by Employee evidencing the Retained Interests.

(b) The Employee agrees and represents that, from and after the Notice Date, Employee has not kept any office equipment, devices or other property belonging to any Released Party that is in Employee's possession, unless directed otherwise in writing by the General Counsel of the Company.

(c) Without limiting the foregoing, Employee represents to the Company and each Released Party that Employee has, except as otherwise instructed or authorized in writing by General Counsel of the Company, delivered to the Company any information relating to the business of any Released Party that he had stored on any magnetic or optical disk or memory and all matter derived from such sources that was in his possession or under his control outside the premises of any Released Party.

13. Non-Admission of Liability.

The Company and Employee acknowledge that they are entering into this Agreement in order to terminate all aspects of their employment relationship in an orderly and amicable manner. Neither the payment of any money or benefits nor the signing of this Agreement will constitute or should be construed as an admission that either party has done anything wrong or has any liability to the other party.

14. No Claims.

Employee represents that Employee has not initiated, and there is not pending, any action, suit, complaint, claim, grievance, demand for arbitration or other proceeding relating directly or indirectly to Employee's employment with the Company, separation from employment with the Company, or otherwise pending against the Released Parties in any court or other forum. Employee acknowledges that, upon the Company's payment of the amounts set forth in Paragraph 2, he has received all compensation due, has notified the Company of any injuries received, the Company has permitted Employee to take all required leaves, and Employee has not been subjected to any improper treatment, conduct or actions due to a request for or taking such leave. Employee is unaware of any uncured ethical or compliance issues involving the Company or any of its employees or agents, and has not reported any such issues to the Company.

15. Cooperation Period.

(a) Notwithstanding any other provision of this Agreement, any continuing post-employment obligations that Employee has upon separation from employment by operation of law or contract survive this Agreement. The terms of this Agreement add to any such pre-existing obligations and are not intended to extinguish or modify them in any way.

(b) Employee agrees to cooperate with the Released Parties, as well as their counsel, agents or other designees, in any existing or future business transactions, investigations, disputes, claims or lawsuits involving any of the Released Parties or their assets where Employee has knowledge of the underlying facts. By way of example only, such consultation may consist of telephone calls, electronic communications, meetings and/or live testimony at hearings, depositions and/or trials. The Severance Payment provided for in Paragraph 3 above, the vesting of LTIP Units provided for in Paragraph 4 above, and the provisions of the Consulting Agreement provided for in Paragraph 5 above, are intended to fully compensate Employee for all services he may be asked to provide. Employee shall not seek, nor be entitled to, any additional compensation for his post-employment cooperation rendered to comply with this Paragraph.

16. Confidentiality.

Except as otherwise provided herein, Employee agrees to keep the existence and terms of this Agreement confidential; however, Employee may respond to a lawful subpoena, government inquiry or court order. Employee may disclose the terms of this Agreement only to Employee's financial advisors, attorneys, and spouse as long as Employee instructs them that the Agreement must be kept confidential and they agree to such. Employee further agrees that this document may be used as evidence in a proceeding in which the Company or Employee alleges a breach of this Agreement, or to assert a complete or partial defense to any lawsuit, arbitration or claim. Other than this exception, or disclosure to the EEOC or NLRB or any other federal, state or local agency charged with the enforcement of any laws, as provided above, the Company and Employee agree that neither will offer or introduce this Agreement as evidence in any administrative proceeding, arbitration or lawsuit. Employee understands and acknowledges that GMR is registered as a public reporting company under Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and is a listed company on the New York Stock Exchange (the "NYSE"), and that GMR will comply with its reporting and disclosure obligations with respect to this Agreement and the subject matter hereof under applicable Exchange Act and NYSE requirements. Any announcement by the Company regarding Employee's termination shall describe such termination as a voluntary resignation by Employee and shall state that Employee "has resigned in order to pursue other opportunities."

17. Entire Agreement.

Each party acknowledges that, except as otherwise provided for herein, this Agreement is the complete and exclusive statement of the agreement between the parties regarding the subject matter herein. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

18. Governing Law and Interpretation.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Maryland. This Agreement shall be construed and interpreted in a manner that is fair and reasonable and without regard to which party did or did not author this Agreement.

19. Illegal or Invalid Provisions; Waiver.

If any term of this Agreement becomes, or is, declared illegal, invalid, unenforceable, or void, then such provision shall be fully severable, and in lieu of such provision, there shall be added automatically, as part of this Agreement, a provision as similar as may be possible to such provision and still be legal, valid and enforceable. The remainder of this Agreement or application of such term, condition, covenant, warranty or representation to other persons or circumstances shall not be impaired thereby, and the Agreement shall otherwise remain in full force and effect. The terms and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provisions hereof shall, in no manner, affect the right at a later date to enforce same. No waiver by any party of any condition or term in this Agreement, shall be deemed to be, or construed as, a further or continuing waiver of any such condition or term.

20. Compliance with Section 409A.

The Company and Employee intend that this Agreement by its terms and in operation meet the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the Department of Treasury rules and regulations issued thereunder ("Section 409A") so that compensation deferred under this Agreement (and applicable investment earnings) shall not be subject to tax under Section 409A. Any ambiguities in this Agreement shall be construed to effect this intent. If any provision of this Agreement is found to be in violation of Section 409A, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render such provision in conformity with Section 409A, or shall be deemed excised from this Agreement, and this Agreement shall be construed and enforced to the maximum extent permitted by Section 409A as if such provision had been originally incorporated in this Agreement as so modified or restricted, or as if such provision had not been originally incorporated in this Agreement, as the case may be.

[Signatures on Next Page]

EMPLOYEE:

/s/ David A. Young
David A. Young

Date: August 20, 2017

COMPANY:

Inter-American Management, LLC

By: /s/ Jeffrey Busch
Name: Jeffrey Busch
Title: Chairman and President

Date: August 20, 2017

Signature Page of Separation Agreement and General Release

Exhibit A
Treatment of Unvested LTIP Units

Grant Date (Time-Based rants)	Number of LTIP Units Granted, Previously Vested, and Unvested as of the Termination Date)	Number of LTIP Units to be Accelerated	Terms of Acceleration
July 1, 2016	90,000 Granted 36,000 Previously Vested 54,000 Unvested	24,000	24,000 Unvested LTIP Units shall be accelerated and all forfeiture restrictions shall lapse with respect to such LTIP Units as of the Termination Date. The remaining 30,000 Unvested LTIP Units shall be forfeited.
December 21, 2016	5,973 Granted 0 Previously Vested 5,973 Unvested	0	No Unvested LTIP Units shall be accelerated and all such Unvested LTIP Units shall be forfeited as of the Termination Date.

Grant Date (Performance- Based Vesting)	Number of Target LTIP Units Awarded, Previously Vested, and Unvested as of the Termination Date	Number of Target LTIP Units to be Accelerated	Terms of Acceleration
February 28, 2017	11,904 Awarded 0 Previously Vested 11,904 Unvested	0	All of the Target LTIP Units Awarded shall be forfeited.
February 28, 2017	38,961 Awarded 0 Previously Vested 38,961 Unvested	0	All of the Target LTIP Units Awarded shall be forfeited.

Exhibit A

Exhibit B
Consulting Agreement

[Attached]

Exhibit B

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "Agreement") is made and entered into as of September 19, 2017 (the "Effective Date"), by and between Inter-American Management LLC (the "Company") and David A. Young ("Consultant"). The Company and Consultant are sometimes referred to in this Agreement collectively as the "Parties," and each individually as a "Party."

WHEREAS, as of the Effective Date, the Consultant has resigned from employment by the Company and is no longer employed by the Company;

WHEREAS, the Parties have entered into a Separation Agreement and General Release of Claims dated August 20, 2017 (the "Separation Agreement");

WHEREAS, the Company wishes to engage Consultant to provide certain consulting services to the Company, and Consultant wishes to be engaged in such capacity, in each case in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Engagement Term.

(a) Effective as of the Effective Date, the Company engages Consultant to serve as a consultant to the Company, and Consultant accepts such engagement. Unless earlier terminated pursuant to Section 1(b) or Section 4 below, the term of Consultant's engagement hereunder (the "Term") shall commence on the Effective Date and continue until the date that is one year following the Effective Date, unless extended in accordance with the terms of Section 4(d) or by mutual written agreement of the Parties.

(b) If Consultant exercises Consultant's revocation right pursuant to Section 9 of the Separation Agreement or if Consultant violates the Separation Agreement, this Agreement shall be of no force or effect and shall be null and void *ab initio*. The Term of this Agreement shall end and no consideration shall be provided pursuant to Section 3 of this Agreement if the Separation Agreement is revoked by Consultant in the foregoing manner or if Consultant violates the Separation Agreement.

2. Consulting Services.

(a) During the Term, Consultant shall seek to identify off-market healthcare facility acquisition opportunities for Global Medical REIT Inc. ("GMR") that meet GMR's investment guidelines ("Acquisitions" or "Acquisition opportunities"). Such Acquisition opportunities shall not include acquisitions in which other brokers are involved and shall not include acquisition opportunities previously identified by any authorized representative of the Company or GMR, including Consultant, prior to the Effective Date, nor shall they include acquisition opportunities first identified by any authorized representative of the Company or GMR after the Effective Date, as evidenced by their inclusion on GMR's weekly acquisition pipeline report (the "Pipeline Report"). Consultant shall present all Acquisition opportunities he identifies for GMR in writing to the CFO (as defined below). Consultant's services hereunder are referred to as the "Consulting Services."

(b) Consultant agrees to participate by telephone in such meetings as the Company may reasonably request for proper communication regarding Consultant's activities and recommendations. Consultant shall coordinate the furnishing of the Consulting Services pursuant to this Agreement with the Company in order that such services can be provided in such a way as to conform to the business schedules of the Company.

3. Consulting Fee; Expenses. In consideration of Consultant's performance of the Consulting Services, during the Term:

(a) the Company shall pay Consultant a consulting fee at the rate of \$7,500 per complete month, pro-rated for partial months (the Monthly Fee), payable in arrears;

(b) the Company shall cause GMR to pay Consultant a fee of 1% of the aggregate purchase price (each a Transaction Fee and, together with the Monthly Fee, the Consulting Fee) for each Acquisition that is (i) identified solely by the Consultant, on GMR's or its affiliates' behalf, without the involvement of any other broker, consultant, employee, agent or representative or any similar person, (ii) presented solely to the Company and GMR and to no other party, and (iii) actually consummated by GMR within 90 days after the expiration of the Term. For the avoidance of doubt, the Company and GMR retain the sole discretion whether to reject or consummate any potential Acquisition identified by Consultant. The Company and GMR are not obligated by this Agreement to enter into any Acquisition agreement or to consummate any Acquisition; and

(c) the Company shall pay, or shall cause GMR to pay, a reimbursement of Consultant's reasonable out of pocket expenses incurred in connection with the performance of the Consulting Services (the Expense Reimbursement), but only to the extent such expenses are pre-approved by the Chief Financial Officer of the Company or Global Medical REIT Inc., as applicable (the CFO) and are documented to the reasonable satisfaction of the CFO.

Within 10 days after the expiration of each calendar month in which this Agreement is in effect, Consultant shall provide the CFO (as defined below) with an invoice for the Consulting Fee and Expense Reimbursement for such month, which invoice shall also describe the Consulting Services provided in such month and shall be accompanied by a list of all Acquisition opportunities identified by Consultant and presented to the CFO in writing (Registered Acquisitions). The Company shall pay the applicable Consulting Fee and Expense Reimbursement within 20 days of its receipt of such invoice. Consultant acknowledges and agrees that (i) the Company is not required to withhold federal or state income, gross receipts or similar taxes from the Consulting Fee paid to Consultant hereunder or to otherwise comply with any state or federal law concerning the collection of income, gross receipts or similar taxes at the source of payment of wages, (ii) the Company is not required under the Federal Unemployment Tax Act or the Federal Insurance Contribution Act to pay or withhold taxes for unemployment compensation or for social security on behalf of Consultant with respect to the Consulting Fee and (iii) the Company is not required under the laws of any state to obtain workers' compensation insurance or to make state unemployment compensation contributions on behalf of Consultant.

If the Company disputes the inclusion of any Acquisition opportunity presented by Consultant for inclusion on the list of Registered Acquisitions because such opportunity already exists on the Pipeline Report, the Company shall notify Consultant that such Acquisition opportunity was previously identified by the Company or GMR and shall promptly remove such Acquisition opportunity from the list of Registered Acquisitions.

4. Termination.

(a) The Company may terminate this Agreement without prior notice for Cause. As used in this Section 4, "Cause" shall mean (i) a material breach by Consultant of this Agreement, (ii) Consultant's conviction of, plea of no contest to, or receipt of deferred adjudication or unadjudicated probation for any felony or any crime involving moral turpitude, or (iii) Consultant's commission of an act of fraud, theft, or dishonesty related to the Company, GMR or any of their affiliates. If the Company terminates this Agreement for Cause under this Section 4, the only obligation the Company shall have under this Agreement shall be to pay Consultant the Consulting Fee for any Consulting Services performed by Consultant prior to the date of such termination.

(b) Upon expiration of the Term and subject to Section 4(d), the Company may terminate this Agreement at any time upon written notice to Consultant. Upon termination of Consultant's service relationship with the Company under this Agreement, the only obligation the Company shall have under this Agreement shall be to pay Consultant the Consulting Fee for any Consulting Services performed by Consultant prior to the date of such termination.

(c) The Consultant may terminate this Agreement at any time upon thirty (30) days' prior written notice to Company. Upon termination of Consultant's service relationship with the Company under this Agreement, the only obligation the Company shall have under this Agreement shall be to pay Consultant the Consulting Fee for any Consulting Services performed by Consultant prior to the date of such termination.

(d) Subject to the terms of Section 4(a), this Agreement will automatically renew for an additional one-year term if the aggregate Transaction Fees paid or payable pursuant to this Agreement as of the one-year anniversary of this Agreement are equal to or greater than \$500,000.

5. Independent Contractor. At all times during the Term, Consultant shall be an independent contractor of the Company. In no event shall Consultant or any of Consultant's agents be deemed to be an employee of the Company, and Consultant shall not at any time be entitled to any employment rights or benefits from the Company, with the exception of any rights to COBRA continuation coverage to which Consultant may be entitled by virtue of his status as a former employee of the Company. In no event will Consultant be deemed to be an agent of the Company or have any power to bind or commit the Company or otherwise act on its behalf. Consultant acknowledges and agrees that, as a non-employee of the Company, Consultant is not eligible for any benefits sponsored by the Company or any other benefit from the Company and, accordingly, Consultant shall not participate in any pension or welfare benefit plans, programs or arrangements of the Company. Consultant shall not at any time communicate or represent to any third party, or cause or knowingly permit any third-party to assume, that in performing the Consulting Services hereunder, Consultant is an employee, agent or other representative of the Company or has any authority to bind the Company or act on behalf of the Company. Consultant shall be solely responsible for making all applicable tax filings and remittances with respect to amounts paid to Consultant pursuant to this Agreement and shall indemnify and hold harmless the Company and its respective representatives for all claims, damages, costs and liabilities arising from Consultant's failure to do so. It is not the purpose or intention of this Agreement or the Parties to create, and the same shall not be construed as creating, any partnership relation, joint venture, agency, or employment relationship.

6. Confidentiality.

(a) Consultant expressly agrees to keep all confidential or proprietary information of the Company or its affiliates (collectively, "Confidential Information") confidential, and not to use or disclose such information unless necessary for the performance of the Consulting Services. Confidential Information includes but is not limited to the Company's or any of its affiliates' (i) business strategies, legal strategies and decisions, corporate opportunities, research, financial data, evaluations, opinions, interpretations and acquisition prospects; (ii) information relating to the identity of tenants or their requirements, the identity of key contacts within tenant organizations or within the organization of acquisition prospects; (iii) information about development, production and marketing plans or techniques; (iv) tenant and supplier lists, prospective tenant and supplier information, current and anticipated tenant requirements, market studies and business plans; (v) historical and projected financial data and projections, capital spending budgets and operating budgets; (vi) training techniques and materials and personnel files; (vii) development plans or results; and (viii) all non-public information of the Company or any of its affiliates.

(b) The provisions of Section 6(a) shall not apply to information (i) that is or becomes generally known to, and available for use by, the public other than as a result of the breach of this Agreement or any other obligation that Consultant owes the Company or any of its affiliates, (ii) that is available to Consultant on a non-confidential basis from a source that is not prohibited from disclosing such information to Consultant by a contractual, legal, or fiduciary obligation to the Company or any of its affiliates, or (iii) that is required to be disclosed by applicable law. Nothing herein shall prevent Consultant from lawfully (A) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, "Governmental Authorities") regarding a possible violation of any law; (B) responding to any inquiry or legal process directed to Consultant individually from any such Governmental Authorities; (C) testifying, participating or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law, including providing documents or other confidential information to such Governmental Authorities; or (D) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Further, if Consultant files a lawsuit for retaliation for reporting a suspected violation of law, Consultant may disclose the trade secret to Consultant's attorney and use the trade secret information in the court proceeding, if Consultant (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order. This Agreement shall not be construed or applied to require Consultant to obtain prior authorization from the Company before engaging in any of the foregoing conduct referenced in this Section 6(b), or to notify the Company or its affiliates of having engaged in any such conduct.

(c) Upon the end of the Term, Consultant shall immediately return any and all property belonging to the Company which Consultant has in Consultant's possession, including all documents, files (including electronically stored information) and other materials constituting or reflecting Confidential Information.

7. **Dispute Resolution.** Any and all claims or disputes between Consultant and the Company (including regarding the validity, scope, and enforceability of this Section 7 and claims arising under any federal, state or local law) shall be submitted for final and binding arbitration before a single arbitrator in Bethesda, Maryland in accordance with the then-applicable rules for resolution of commercial disputes of the American Arbitration Association ("AAA"). The arbitrator shall issue a reasoned decision and apply the substantive law of the State of Maryland (excluding its choice-of-law principles that might call for the application of some other state's law), or federal law, or both as applicable to the claims asserted. The results of the arbitration and the decision of the arbitrator will be final and binding on the parties and each party agrees and acknowledges that these results shall be enforceable in a court of law. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. In the event either party must resort to the judicial process to enforce the provisions of this Agreement, the award of an arbitrator or equitable relief granted by an arbitrator, the party seeking enforcement shall be entitled to recover from the other party all costs of litigation including reasonable attorney's fees and court costs. All proceedings conducted pursuant to this agreement to arbitrate, including any order, decision or award of the arbitrator, shall be kept confidential by all parties. Notwithstanding the foregoing, Consultant and the Company acknowledge and agree that a court of competent jurisdiction shall have the power to maintain the status quo pending the arbitration of any dispute under this Section 7, and this Section 7 shall not require the arbitration of an application for emergency or temporary injunctive relief by either Party pending arbitration; *provided, however*, that the remainder of any such dispute beyond the application for emergency or temporary injunctive relief shall be subject to arbitration under this Section 7. **THE PARTIES ACKNOWLEDGE THAT, BY SIGNING THIS AGREEMENT, THEY ARE KNOWINGLY AND VOLUNTARILY WAIVING ANY RIGHT THAT THEY MAY HAVE TO A JURY TRIAL.**

8. **Entire Agreement; Amendments.** Except as provided in the Separation Agreement or any signed written agreement contemporaneously or hereafter executed by the Company, this Agreement constitutes the entire and final agreement between the Parties with respect to the subject matters hereof. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Parties.

9. **Waiver.** Any waiver of a provision of this Agreement shall be effective only if it is in a writing signed by the Party entitled to enforce such term and against which such waiver is to be asserted. No delay or omission on the part of either Party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right or privilege under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under this Agreement.

10. Assignments; Successors. This Agreement is personal to Consultant and, as such, may not be assigned by Consultant. The Company may assign this Agreement without Consultant's consent. Subject to the preceding sentences, this Agreement shall apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.

11. Notices. All notices, requests, demands, claims and other communications permitted or required to be given hereunder must be in writing and shall be deemed duly given and received (a) if personally delivered, when so delivered, (b) if mailed, three business days following the date deposited in the U.S. mail, certified or registered mail, return receipt requested, (c) if sent by e-mail or other form of electronic communication, once transmitted and the confirmation is received, or (d) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, the day following being so sent:

If to Consultant, addressed to:

[address to be inserted]
Email: Davidreit.com@gmail.com

If to the Company, addressed to:

Jamie A. Barber
4800 Montgomery Lane, Suite 450
Bethesda MD 20814
Email: jamieb@globalmedicalreit.com

12. Certain Construction Rules. The Section headings contained in this Agreement are for convenience of reference only and shall in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. In addition, as used in this Agreement, unless otherwise provided to the contrary, (a) all references to days, months or years shall be deemed references to calendar days, months or years and (b) any reference to a "Section" shall be deemed to refer to a section of this Agreement. The words "hereof", "herein", and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specifically provided for herein, the term "or" shall not be deemed to be exclusive but instead shall have the meaning "and/or", and the term "including" shall not be deemed to limit the language preceding such term.

13. Execution of Agreement. This Agreement may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

14. Consultant's Representations. Consultant expressly represents that Consultant does not have any obligations, whether contractual or otherwise, to any present or former employer or other third party that would prevent Consultant from performing the Consulting Services as contemplated hereunder. Consultant expressly agrees and covenants that, during the Term, Consultant and its agents will not use, disclose or rely upon any confidential, proprietary or other legally protected information belonging to any present or former employer or other third-party for the benefit of the Company or any of its affiliates and Consultant and its agents will not bring or introduce any confidential, proprietary or legally protected documents or other materials belonging to a third-party to the premises or property (including computer systems) of the Company or any of its affiliates.

15. Code Section 409A. Notwithstanding anything to the contrary contained herein, this Agreement is intended to satisfy or be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations and other guidance thereunder. Accordingly, all provisions herein, or incorporated by reference herein, shall be construed and interpreted to satisfy or be exempt from the requirements of Code Section 409A. Further, for purposes of Code Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. Notwithstanding the foregoing, the Company makes no representations that the payments provided under this Agreement are exempt from the requirements of Section 409A and in no event shall the Company or any of its Affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Consultant on account of non-compliance with Section 409A.

[Remainder of Page Intentionally Blank;
Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Consulting Agreement as of the Effective Date.

DAVID A. YOUNG

David A. Young

INTER-AMERICAN MANAGEMENT LLC

By: _____

Name: Jeffrey Busch

Title: Chairman and President

Signature Page to
Consulting Agreement



FOR IMMEDIATE RELEASE

GLOBAL MEDICAL REIT INC. ANNOUNCES MANAGEMENT CHANGE

Bethesda, MD – August 21, 2017 – Global Medical REIT Inc. (NYSE: GMRE) (the “Company”), a Maryland corporation engaged primarily in the acquisition of licensed, state-of-the-art, purpose-built healthcare facilities and the leasing of these facilities to strong clinical operators with leading market share, today announced that Chairman of the Board of Directors Jeff Busch will be assuming the role of Chief Executive Officer, effective immediately. Mr. Busch is taking over for David Young, who resigned, effective August 16, 2017, from his position as Chief Executive Officer of the Company and as a member of the Company’s board of directors. Mr. Young will continue as an employee of the Company’s external manager until September 19, 2017, after which he will continue to serve as a consultant providing acquisition and business development services for the Company.

Jeffrey Busch, Chairman of the Board of Directors of Global Medical REIT, stated, “Our Board of Directors determined that a change in leadership offered the best avenue for future success and thus we have made this move. Our singular focus will be to determine and execute on those courses of action that best align the Company for success. I will be assuming the role of CEO and will focus on our capital markets activities along with day to day management of the Company. I am eager to build on the strong start we had and take the Company to the next level. On behalf of the Board of Directors and also personally, I want to sincerely thank Dave for all his contributions to the Company. I am also pleased that the Company will continue to benefit from Dave’s extensive industry contacts and experience through his role as an acquisition and business development consultant for the Company.”

About Global Medical REIT Inc.

Global Medical REIT Inc. is a Maryland corporation engaged primarily in the acquisition of licensed, state-of-the-art, purpose-built healthcare facilities and the leasing of these facilities to strong clinical operators with leading market share. The Company’s strategy is to produce increasing, reliable rental revenue by expanding its portfolio, and leasing its healthcare facilities to market-leading operators under long-term triple-net leases. The Company’s management team has significant healthcare, real estate and public real estate investment trust, or REIT, experience and has long-established relationships with a wide range of healthcare providers. The Company intends to elect to be taxed as a REIT for U.S. federal income tax purposes commencing with its taxable year ending December 31, 2016.

COMPANY CONTACT:

Global Medical REIT Inc.

Danica Holley
Chief Operating Officer
(202) 524-6854 / danicah@globalmedicalreit.com

-OR-

INVESTOR RELATIONS:

The Equity Group Inc.

Jeremy Hellman
Senior Associate
(212) 836-9626 / jhellman@equityny.com

Adam Prior
Senior Vice-President
(212) 836-9606 / aprior@equityny.com