
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 7, 2019 (March 5, 2019)

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))

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 2.02 Results of Operations and Financial Condition.

On March 6, 2019, the Company announced its financial position as of December 31, 2018 and operating results for the three months and year ended December 31, 2018 and other related information by posting its Fourth Quarter and Year End 2018 Earnings Results and Operating Information package (the “Package”) to the Company’s website at www.globalmedicalreit.com. A copy of the Package has been furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information included in this Item 2.02 of this Current Report on Form 8-K, including the Package furnished as Exhibit 99.1 hereto, 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 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.*

2019 Annual Equity Incentive Awards

On March 5, 2019, the Board of Directors (the “Board”) of the Company approved the recommendations of the Compensation Committee of the Board with respect to the 2019 Annual Performance-Based, Long-Term Incentive Plan (“LTIP”) Awards (the “Annual Awards”), which may be granted to the executive officers of the Company and other employees of the external manager of the Company (the “Manager”) who perform services for the Company. The Annual Awards will be granted pursuant to the Company’s 2016 Equity Incentive Plan (the “2016 Plan”).

The Annual Awards that may be granted to the named executive officers of the Company are described below.

<u>Name</u>	<u>Title</u>	<u>2019 Annual Award Target</u>	<u>Number of Target Annual Award Units(1)</u>
Jeffrey Busch	Chief Executive Officer, Chairman of the Board & President	\$ 180,000	17,875
Alfonzo Leon	Chief Investment Officer	\$ 150,000	14,896
Robert Kiernan	Chief Financial Officer and Treasurer	\$ 150,000	14,896
Jamie Barber	General Counsel and Secretary	\$ 120,000	11,917
Allen Webb	SVP, SEC Reporting and Technical Accounting	\$ 110,000	10,924

- (1) The number of target LTIP Units comprising each Annual Award is based on the closing price of the Company’s common stock reported on the New York Stock Exchange on the date of approval (March 5, 2019), rounded to the next highest whole LTIP Unit to eliminate fractional units.

The Annual Awards will be subject to the terms and conditions of LTIP Annual Award Agreements (“LTIP Annual Award Agreements”) between the Company and each grantee in the form attached hereto as Exhibit 99.2, which is incorporated herein by reference. Terms not otherwise defined herein have the meanings assigned to them in the LTIP Annual Award Agreements.

The Compensation Committee established performance goals for calendar year 2019 (the “Annual Performance Period”) as set forth in Exhibit A to the LTIP Annual Award Agreements (the “Performance Goals”) that will be used to determine the number of LTIP Units earned by each grantee under each LTIP Annual Award Agreement. As soon as reasonably practicable following the last day of the Annual Performance Period, the Compensation Committee will determine the extent to which the Company has achieved each of the Performance Goals (expressed as a percentage) and, based on such determination, will calculate the number of Earned LTIP Units that each grantee is entitled to receive based on the applicable Performance Percentages described in Exhibit A to the LTIP Annual Award Agreement. Any Annual Award LTIP Units that are not earned will not be granted, and the grantee will have no right in or to any such unearned LTIP Units after it is determined that they were not earned.

The number of Earned LTIP Units issuable to each grantee under the LTIP Annual Award Agreement will be determined by dividing the total number of Annual Award Target LTIP Units into four performance areas as shown in the table below (each a “Component”) and multiplying the number of Target Annual Award LTIP Units allocated to each Component by the applicable Performance Percentage described underneath the table below based on the extent to which the Performance Goal for each such Component is achieved.

Target No. of LTIP Units	Component	Performance Goal
25% of total Target LTIP Units	Acquisitions including (i) closed acquisitions during 2019 and (ii) acquisitions placed under definitive purchase contract on or before December 31, 2019 and closed by February 28, 2020.	<u>Threshold</u> : \$100 million <u>Target</u> : \$150 million <u>Maximum</u> : \$200 million
25% of total Target LTIP Units	AFFO per share for the year ended December 31, 2019, as reported by the Company in its year-end earnings announcement for the year ended December 31, 2019.	<u>Threshold</u> : \$0.78 per share <u>Target</u> : \$0.80 per share <u>Maximum</u> : \$0.84 per share
25% of total Target LTIP Units	Average quarterly Consolidated Leverage Ratio (as defined in the Company’s Amended and Restated Credit Agreement) (based on each fiscal quarter end).	<u>Threshold</u> : 54.99% <u>Target</u> : 52.50% <u>Maximum</u> : 49.99%
25% of total Target LTIP Units	Discretionary Component	Entirely at the discretion of the Committee based on the Committee’s assessment of the grantee’s individual performance in areas the Committee deems in its discretion to be important based on the grantee’s job duties and position within the organization.

Performance Percentages

- (i) If the Company does not achieve the Threshold Goal in a particular Component in the above table, all of the Annual Award LTIP Units for that Component will be forfeited.
- (ii) If the Company achieves the Threshold Goal in a particular Component in the above table, the number of Earned LTIP Units in that Component will be equal to 50% of the number of Target Annual Award LTIP Units for that Component.
- (iii) If the Company achieves the Target Goal in a particular Component in the above table, the number of Earned LTIP Units in that Component will be equal to 100% of the number of Target Annual Award LTIP Units for that Component.

- (iv) If the Company achieves or exceeds the Maximum Goal in a particular Component in the above table, the number of Earned LTIP Units for that Component will be equal to 150% of the number of Target Annual Award LTIP Units for that Component.

For achievement of a Performance Goal at an intermediate point between the Threshold Goal and the Target Goal or between the Target Goal and the Maximum Goal for any Component, the number of Earned LTIP Units for that Component will be interpolated on a straight-line basis between 50% and 100% or between 100% and 150%, respectively, of the target number of Annual Award LTIP Units allocated to that Component. Fractional LTIP Units will be rounded to the next highest whole LTIP Unit.

LTIP Units that have been earned based on performance as described above are subject to forfeiture restrictions that will lapse ("vesting") 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 will become vested, and cease to be subject to forfeiture, as of the date in 2020 on which the Board approves the number of Earned LTIP Units to be awarded pursuant to the Components listed above (the "Annual Award 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 Annual Award 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.

Distributions

Pursuant to the LTIP Annual 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 summary of the LTIP Annual Award Agreement is qualified in its entirety by reference to the form of agreement filed herewith as Exhibit 99.2.

Long-Term Awards

On March 5, 2019, the Board approved the recommendations of the Compensation Committee of the Board with respect to the granting of 2019 Long-Term Performance-Based Incentive LTIP Awards (the "Long-Term Performance Awards") and Long-Term Time-Based Incentive LTIP Awards (the "Long-Term Time-Based Awards" and, together with the Long-Term Performance Awards, the "Long-Term Awards") to the executive officers of the Company and other employees of the Manager who perform services for the Company. The Awards were granted pursuant to the 2016 Plan.

The Awards granted are described below.

Name	Title	2019 Long-Term Performance Award Target	Number of Target Long-Term Performance Award Units	2019 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	13,849	\$ 92,000	9,136
Alfonzo Leon	Chief Investment Officer	\$ 126,000	12,645	\$ 84,000	8,342
Robert Kiernan	Chief Financial Officer	\$ 96,000	9,634	\$ 64,000	6,356
Jamie Barber	General Counsel and Secretary	\$ 84,000	8,430	\$ 56,000	5,561
Allen Webb	SVP, SEC Reporting and Technical Accounting	\$ 78,000	7,828	\$ 52,000	5,164

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 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 99.3, 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 5, 2019, 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:

Relative Performance	Percentage of Relative TSR Component Earned
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 99.4, 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 5, 2019).

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 99.3 and 99.4.

Director Compensation

On March 5, 2019, the Board also approved the following annual compensation amounts for its independent directors for the year beginning with the 2019 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
Annual Cash Retainer for Chair	All payable quarterly in arrears 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
----------------------	--

Item 8.01 Other Events.

On March 6, 2019, the Company announced the declaration of:

- a cash dividend for the first quarter of 2019 of \$0.20 per share of common stock to stockholders of record as of March 26, 2019, to be paid on April 10, 2019; and
 - a cash dividend of \$0.46875 per share to holders of its Series A Cumulative Redeemable Preferred Stock, \$0.001 par value per share (the "Series A Preferred Stock"), of record as of April 15, 2019, to be paid on April 30, 2019. This dividend represents the Company's quarterly dividend on its Series A Preferred Stock for the period from January 31, 2019 through April 29, 2019.
-

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
<u>99.1*</u>	<u>Fourth Quarter and Year End 2018 Earnings Results and Operating Information Package, dated March 6, 2019.</u>
<u>99.2**</u>	<u>LTIP Award Agreement (Annual Award).</u>
<u>99.3**</u>	<u>LTIP Award Agreement (Long-Term Performance-Based Award).</u>
<u>99.4**</u>	<u>LTIP Award Agreement (Long-Term Time-Based Award).</u>

*Furnished herewith

** 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 7, 2019



**GLOBAL
MEDICAL REIT**

www.globalmedicalreit.com
NYSE: GMRE



Fourth Quarter 2018 Earnings Results and Operating Information

Three Months and Year Ended December 31, 2018



Financial Highlights	3
Financial Review	5
Consolidated Balance Sheets	6
Consolidated Statements of Operations	7
Consolidated Statements of Cash Flows	8
Reconciliation of Non-GAAP Measures for Funds from Operations (FFO) and Adjusted Funds From Operations (AFFO)	9
Acquisitions	10
Operating Metrics	11
Top 10 Tenant Profiles	12
Real Estate Portfolio	13
About Global Medical REIT Inc. (NYSE: GMRE)	15
Disclosures	16

Fourth Quarter 2018 Earnings Call and Webcast	
Date	Thursday, March 7, 2019
Time	9:00 a.m. Eastern Time
Dial-In	1-877-407-3948: Domestic / 201-389-0865: International / Reference: Global Medical REIT Inc.
Webcast	Located on the "Investor Relations" section of the Company's website at www.globalmedicalreit.com or by clicking on the conference call link: https://78449.themediaframe.com/dataconf/productusers/gmre/mediaframe/28752/index.html
Replay	An audio replay of the conference call will be posted on the Company's website.

Forward-Looking Statements

Certain statements contained herein may be considered "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, and it is the Company's intent that any such statements be protected by the safe harbor created thereby. These forward-looking statements are identified by their use of terms and phrases such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "should," "plan," "predict," "project," "will," "continue" and other similar terms and phrases, including references to assumptions and forecasts of future results. Except for historical information, the statements set forth herein including, but not limited to, any statements regarding our earnings, expected financial performance (including future cash flows associated with new tenants), future dividends or other financial items; any other statements concerning our plans, strategies, objectives and expectations for future operations, our pipeline of acquisition opportunities and expected acquisition activity, including the timing and/or successful completion of any acquisitions and expected rent receipts on these properties; facility sale or expected sale activity, including the timing and/or successful completion of any sales and expected proceeds and tax impact of the sales, and any statements regarding future economic conditions or performance are forward-looking statements. These forward-looking statements are based on our current expectations, estimates and assumptions and are subject to certain risks and uncertainties. Although the Company believes that the expectations, estimates and assumptions reflected in its forward-looking statements are reasonable, actual results could differ materially from those projected or assumed in any of the Company's forward-looking statements. Additional information concerning us and our business, including additional factors that could materially and adversely affect our financial results, include, without limitation, the risks described under Part I, Item 1A - Risk Factors, in our Annual Report on Form 10-K, our Quarterly Reports on Form 10-Q, and in our other filings with the United States Securities and Exchange Commission ("SEC"). You are cautioned not to place undue reliance on forward-looking statements. The Company does not intend, and undertakes no obligation, to update any forward-looking statement.

2018 Revenues and Operating Results

- Net income attributable to common stockholders for the three months ended December 31, 2018 totaled \$7.0 million, or \$0.31 per share, compared to a loss of \$(0.2) million, or \$(0.01) per share, in the comparable prior year period. Net income attributable to common stockholders for the year ended December 31, 2018 was \$7.7 million, or \$0.35 per share, compared to a net loss of \$(1.8) million, or \$(0.09) per share, for the year ended December 31, 2017.
- Funds from Operations ("FFO") increased to \$0.21 per share for the three months ended December 31, 2018, from \$0.14 per share in the comparable prior year period. For the year ended December 31, 2018, FFO per share grew to \$0.78, compared to \$0.41 for the year ended December 31, 2017.
- Adjusted Funds from Operations ("AFFO") increased to \$0.20 per share for the three months ended December 31, 2018, from \$0.15 per share in the comparable prior year period. For the year ended December 31, 2018, AFFO per share grew to \$0.76, compared to \$0.54 for the year ended December 31, 2017.
- Rental revenue increased to \$13.4 million for the three months ended December 31, 2018, from \$9.3 million in the comparable prior year period. For the year ended December 31, 2018, rental revenue increased to \$49.6 million from \$28.5 million for the year ended December 31, 2017.

2018 Acquisitions and Dispositions

- During the fourth quarter of 2018, the Company completed six acquisitions, encompassing an aggregate of 225,548 leasable square feet, for an aggregate purchase price of \$58.8 million with annualized base rent of \$4.5 million and a weighted average capitalization rate of 7.57%.
- On December 20, 2018, the Company disposed of the Great Bend Regional Hospital receiving gross proceeds of \$32.5 million, achieving a 43% levered internal rate of return (IRR), a 24% unlevered IRR and generating a gain of \$7.7 million.
- For the year ended December 31, 2018, the Company completed 14 acquisitions, encompassing an aggregate of 811,707 leasable square feet, for an aggregate purchase price of \$196.3 million with annualized base rent of \$15.8 million and a weighted average capitalization rate of 8.04%.

2018 Capital Raising

- In December 2018, the Company issued 3.7 million shares of its common stock in a public underwritten offering, generating \$32.9 million in gross proceeds at a public offering price of \$9.00 per share.
- During the fourth quarter of 2018, the Company issued 0.3 million shares of its common stock through its At-The-Market (ATM) program, generating gross proceeds of approximately \$2.7 million at an average public offering price of \$9.40 per share. For the full year 2018, reflecting activity during the second half of the year, the Company issued 0.7 million shares of its common stock through its ATM program, generating gross proceeds of approximately \$6.2 million at an average public offering price of \$9.41 per share.
- In connection with property acquisitions during the fourth quarter of 2018, the Company's operating partnership issued 1.3 million OP Units, valued at \$12.7 million at an average issuance price of \$9.89 per OP Unit. In connection with property acquisitions for the full year 2018, the Company's operating partnership issued 1.9 million OP Units, valued at \$18.2 million at an average issuance price of \$9.60 per OP Unit.

Common Stock and Preferred Stock Dividends

- In December 2018, the Board of Directors declared a cash dividend of \$0.20 per share of common stock, bringing the total yearly dividend to \$0.80 per share of common stock. Additionally, in December 2018, the Board of Directors declared a \$0.46875 per share cash dividend on its Series A Cumulative Redeemable Preferred Stock (the "Series A Preferred Stock"). These dividends were paid in January 2019.
- On March 5, 2019, the Board of Directors declared a \$0.20 per share cash dividend to common stockholders of record as of March 26, 2019, which will be paid on April 10, 2019. This dividend represents the Company's first quarter 2019 dividend payment to its common stockholders.
- Additionally, on March 5, 2019, the Board of Directors declared a \$0.46875 per share cash dividend to holders of record as of April 15, 2019 of its Series A Preferred Stock, to be paid on April 30, 2019. This dividend represents the Company's quarterly dividend on its Series A Preferred Stock for the period from January 31, 2019 through April 29, 2019.

Dividend Reinvestment and Stock Purchase Plan

- In December 2018, the Company implemented a dividend reinvestment and direct stock purchase plan, which offers existing and prospective common stockholders the opportunity to reinvest their common dividends in the Company's common stock, while providing new investors an opportunity to make an initial investment in our common stock.

2019 Annual Meeting

- On March 5, 2019, the Board of Directors approved the meeting and record dates for the Company's 2019 Annual Stockholders' Meeting. The Meeting will be held on Wednesday, May 29, 2019. Shareholders of record as of April 4, 2019 will be eligible to vote at the Meeting.

CEO Commentary

Jeff Busch, the Company's Chief Executive Officer, commented, "I am pleased with our operating and financial results, which are derived from a strong balance sheet, disciplined underwriting and prudent leasing strategies. During 2018, we grew our portfolio from \$471.5 million to \$647.6 million. We believe the underlying cash flows generated by our portfolio are essential to creating a sustainable dividend and long-term stockholder value. As a result of our focused strategy, we successfully issued \$57 million of equity through a traditional common stock offering, our ATM Program and OP Unit-structured acquisitions, which created liquidity to bolster our growth strategy as well as strengthened our balance sheet. 2018 was a great year for GMRE and we believe we are well-positioned to continue to create value in 2019."

Fourth Quarter

- Rental revenue for the three months ended December 31, 2018 increased to \$13.4 million, compared to \$9.3 million for the comparable prior year period. This increase was primarily the result of the Company's larger property portfolio compared to the prior year period.
- Total expenses for the three months ended December 31, 2018 were \$12.5 million, compared to \$8.6 million for the comparable prior year period. This increase was primarily the result of the Company's larger portfolio compared to the prior year period.
- General and administrative expenses increased to \$1.4 million in the fourth quarter, compared to \$1.1 million in the comparable prior year period. The increase results from an increase in non-cash LTIP compensation expense. LTIP compensation expense was \$0.7 million for the three months ended December 31, 2018, compared to \$0.3 million for the same period in 2017.
- Interest expense for the three months ended December 31, 2018 was \$4.3 million, compared to \$2.2 million for the comparable prior year period. This increase is primarily due to higher average borrowings during the quarter compared to the same quarter last year, the proceeds of which were used to finance our property acquisitions, and also reflects higher interest rates.
- On December 20, 2018, the Company disposed of the Great Bend Regional Hospital receiving gross proceeds of \$32.5 million, resulting in a gain of approximately \$7.7 million.

Full Year

- Rental revenue for the year ended December 31, 2018 increased to \$49.6 million, compared to \$28.5 million for the prior year. The year-over-year growth in rental revenue was largely driven by the significantly increased size of the Company's property portfolio.
- Total expenses for the year ended December 31, 2018 were \$46.3 million, compared with \$30.4 million in the prior year. The year-over-year growth in total expenses was largely driven by the significantly increased size of the Company's property portfolio.
- General and administrative expenses were \$5.5 million for the year ended December 31, 2018, which was unchanged from the prior year. An increase in non-cash LTIP compensation expense was offset by a decrease in public company costs and other professional fees. LTIP compensation expense was \$2.7 million for the year ended December 31, 2018, compared to \$1.8 million for the same period in 2017.
- Interest expense for the year ended December 31, 2018 was \$15.0 million, compared to \$7.4 million for the prior year. This increase is primarily due to higher average borrowings during the 2018 period compared to the prior year, the proceeds of which were used to finance our property acquisitions, and also reflects higher interest rates.

Balance Sheet Summary

- Cash and cash equivalents were \$3.6 million as of December 31, 2018, compared to \$5.1 million as of December 31, 2017.
- Gross investment in real estate as of December 31, 2018 was \$647.6 million, compared to \$471.5 million as of December 31, 2017.
- Total debt, which includes outstanding borrowings on the credit facility and notes payable (both net of unamortized deferred financing costs), was \$315.0 million as of December 31, 2018, compared to \$200.7 million as of December 31, 2017.
- The weighted average interest rate and term of our debt was 4.64% and 4.24 years, respectively, at December 31, 2018.

Consolidated Balance Sheets

In thousands, except par values

	As of	
	December 31, 2018	December 31, 2017
Assets		
Investment in real estate:		
Land	\$ 63,710	\$ 42,701
Building	518,451	384,338
Site improvements	6,880	4,808
Tenant improvements	15,357	8,010
Acquired lease intangible assets	43,152	31,650
	<u>647,550</u>	<u>471,507</u>
Less: accumulated depreciation and amortization	(30,625)	(13,594)
Investment in real estate, net	616,925	457,913
Cash and cash equivalents	3,631	5,109
Restricted cash	1,212	2,005
Tenant receivables	2,905	704
Escrow deposits	1,752	1,638
Deferred assets	9,352	3,993
Other assets	322	459
Total assets	<u>\$ 636,099</u>	<u>\$ 471,821</u>
Liabilities and Stockholders' Equity		
Liabilities:		
Revolving credit facility, net of unamortized discount of \$3,922 and \$2,750 at December 31, 2018 and 2017, respectively	\$ 276,353	\$ 162,150
Notes payable, net of unamortized discount of \$799 and \$930 at December 31, 2018 and 2017, respectively	38,654	38,545
Accounts payable and accrued expenses	3,664	2,020
Dividends payable	6,981	5,638
Security deposits and other	4,152	2,128
Due to related parties, net	1,030	1,036
Derivative liability	3,487	-
Acquired lease intangible liability, net	2,028	1,291
Total liabilities	<u>336,349</u>	<u>212,808</u>
Stockholders' equity:		
Preferred stock, \$0.001 par value, 10,000 shares authorized; 3,105 issued and outstanding at December 31, 2018 and 2017, respectively (liquidation preference of \$77,625 at December 31, 2018 and 2017, respectively)	74,959	74,959
Common stock, \$0.001 par value, 500,000 shares authorized; 25,944 shares and 21,631 shares issued and outstanding at December 31, 2018 and 2017, respectively	26	22
Additional paid-in capital	243,038	205,788
Accumulated deficit	(45,007)	(34,434)
Accumulated other comprehensive loss	(3,721)	-
Total Global Medical REIT Inc. stockholders' equity	<u>269,295</u>	<u>246,335</u>
Noncontrolling interest	30,455	12,678
Total stockholders' equity	<u>299,750</u>	<u>259,013</u>
Total liabilities and stockholders' equity	<u>\$ 636,099</u>	<u>\$ 471,821</u>

	Three Months Ended December 31,		Year Ended December 31,	
	2018	2017	2018	2017
Revenue				
Rental revenue	\$ 13,385	\$ 9,293	\$ 49,565	\$ 28,511
Expense recoveries	963	571	3,573	1,712
Other income	28	10	54	121
Total revenue	<u>14,376</u>	<u>9,874</u>	<u>53,192</u>	<u>30,344</u>
Expenses				
General and administrative	1,368	1,071	5,537	5,489
Operating expenses	992	626	3,720	1,860
Management fees – related party	1,142	1,064	4,422	3,123
Depreciation expense	3,680	2,557	13,644	7,929
Amortization expense	981	746	3,625	2,072
Interest expense	4,294	2,168	14,975	7,435
Acquisition fees	90	393	383	2,523
Total expenses	<u>12,547</u>	<u>8,625</u>	<u>46,306</u>	<u>30,431</u>
Income (loss) before gain on sale of investment property	1,829	1,249	6,886	(87)
Gain on sale of investment property	7,675	-	7,675	-
Net income (loss)	\$ 9,504	\$ 1,249	\$ 14,561	\$ (87)
Less: Preferred stock dividends	(1,455)	(1,456)	(5,822)	(1,714)
Less: Net (income) loss attributable to noncontrolling interest	(1,013)	14	(1,071)	49
Net income (loss) attributable to common stockholders	<u>\$ 7,036</u>	<u>\$ (193)</u>	<u>\$ 7,668</u>	<u>\$ (1,752)</u>
Net income (loss) attributable to common stockholders per share – basic and diluted	\$ 0.31	\$ (0.01)	\$ 0.35	\$ (0.09)
Weighted average shares outstanding – basic and diluted	22,815	21,631	21,971	19,617

	Year Ended December 31,	
	2018	2017
Operating activities		
Net income (loss)	\$ 14,561	\$ (87)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation expense	13,644	7,929
Amortization of acquired lease intangible assets	3,625	2,072
Amortization of above (below) market leases, net	688	129
Amortization of deferred financing costs and other	1,640	1,224
Stock-based compensation expense	2,671	1,796
Capitalized acquisition costs charged to expense	110	19
Advisory expense settled in OP Units	-	232
Gain on sale of investment property	(7,675)	-
Changes in operating assets and liabilities:		
Tenant receivables	(2,201)	(492)
Deferred assets	(5,811)	(3,288)
Other assets	(40)	(144)
Accounts payable and accrued expenses	1,519	1,355
Security deposits and other	2,024	1,408
Accrued management fees due to related party	79	443
Net cash provided by operating activities	<u>24,834</u>	<u>12,596</u>
Investing activities		
Purchase of land, buildings, and other tangible and intangible assets and liabilities	(180,837)	(252,220)
Net proceeds from sale of investment property	31,629	-
Escrow deposits for purchase of properties	174	(352)
Loans repayments (made to) from related party	(85)	21
Payments for tenant improvements	(2,535)	-
Pre-acquisition costs for purchase of properties, net	36	(102)
Net cash used in investing activities	<u>(151,618)</u>	<u>(252,653)</u>
Financing activities		
Net proceeds received from preferred stock offering	-	74,959
Net proceeds received from common equity offerings	37,307	33,795
Escrow deposits required by third party lenders	(288)	(74)
Loans repaid to related party	-	(9)
Repayment of notes payable from acquisitions	(22)	-
Repayment of note payable from related party	-	(421)
Proceeds from revolving credit facility	186,100	244,200
Repayment of revolving credit facility borrowings	(70,725)	(107,000)
Payments of debt issuance costs	(2,811)	(2,915)
Redemption of LTIP Units	(263)	-
Dividends paid to common stockholders, and OP Unit and LTIP Unit holders	(18,964)	(15,231)
Dividends paid to preferred stockholders	(5,821)	(745)
Net cash provided by financing activities	<u>124,513</u>	<u>226,559</u>
Net decrease in cash and cash equivalents and restricted cash	(2,271)	(13,498)
Cash and cash equivalents and restricted cash—beginning of period	7,114	20,612
Cash and cash equivalents and restricted cash—end of period	<u>\$ 4,843</u>	<u>\$ 7,114</u>

**Non-GAAP Financial Measures**

FFO and AFFO are Non-GAAP financial measures within the meaning of the rules of the SEC. The Company considers FFO and AFFO to be important supplemental measures of its operating performance and believes FFO is frequently used by securities analysts, investors, and other interested parties in the evaluation of REITs, many of which present FFO when reporting their results. In accordance with the National Association of Real Estate Investment Trusts' ("NAREIT") definition, FFO means net income or loss computed in accordance with GAAP before non-controlling interests of holders of operating partnership units, excluding gains (or losses) from sales of property and extraordinary items, plus real estate related depreciation and amortization (excluding amortization of deferred financing costs), and after adjustments for unconsolidated partnerships and joint ventures. Because FFO excludes real estate-related depreciation and amortization (other than amortization of deferred financing costs), the Company believes that FFO provides a performance measure that, when compared period-over-period, reflects the impact to operations from trends in occupancy rates, rental rates, operating costs, development activities and interest costs, providing perspective not immediately apparent from the closest GAAP measurement, net income or loss.

AFFO is a non-GAAP measure used by many investors and analysts to measure a real estate company's operating performance by removing the effect of items that do not reflect ongoing property operations. Management calculates AFFO by modifying the NAREIT computation of FFO by adjusting it for certain cash and non-cash items and certain recurring and non-recurring items. For the Company these items include recurring acquisition and disposition costs, loss on the extinguishment of debt, recurring straight line deferred rental revenue, recurring stock-based compensation expense, recurring amortization of deferred financing costs, recurring capital expenditures, recurring lease commissions, recurring tenant improvements, an advisory fee settled with the issuance of OP Units, and other items.

Management believes that reporting AFFO in addition to FFO is a useful supplemental measure for the investment community to use when evaluating the operating performance of the Company on a comparative basis. The Company's FFO and AFFO computations may not be comparable to FFO and AFFO reported by other REITs that do not compute FFO in accordance with the NAREIT definition, that interpret the NAREIT definition differently than the Company does, or that compute FFO and AFFO in a different manner.

	Three Months Ended		Year Ended	
	December 31,		December 31,	
	2018	2017	2018	2017
Net income (loss)	\$ 9,504	\$ 1,249	\$ 14,561	\$ (87)
Less: Preferred stock dividends	(1,455)	(1,456)	(5,822)	(1,714)
Depreciation and amortization expense	4,661	3,303	17,269	10,001
Amortization of above market leases, net	204	115	688	129
Gain on sale of investment property	(7,675)	-	(7,675)	-
FFO	\$ 5,239	\$ 3,211	\$ 19,021	\$ 8,329
Acquisition fees	90	393	383	2,523
Straight line deferred rental revenue	(1,345)	(1,064)	(5,316)	(3,137)
Stock-based compensation expense	693	315	2,671	1,796
Amortization of deferred financing costs and other	311	384	1,640	1,224
Non-cash advisory fee	-	113	-	232
AFFO	\$ 4,988	\$ 3,352	\$ 18,399	\$ 10,967
Net income (loss) attributable to common stockholders				
per share – basic and diluted	\$ 0.31	\$ (0.01)	\$ 0.35	\$ (0.09)
FFO per share	\$ 0.21	\$ 0.14	\$ 0.78	\$ 0.41
AFFO per share	\$ 0.20	\$ 0.15	\$ 0.76	\$ 0.54

Weighted Average Common Shares, OP Units and LTIP Units:

Common Shares	22,815	21,631	21,971	19,617
OP Units held by third parties	1,968	757	1,704	204
LTIP Units (vested and unvested)	588	419	586	421
Total Weighted Average Shares and Units	25,371	22,807	24,261	20,242



At December 31, 2018, GMRE owned and operated 83 purpose-built healthcare buildings that are primarily leased on a triple-net basis, contain over 2.1 million net leasable square feet and generate approximately \$50.2 million in annualized base rent, and represent an approximate weighted average cap rate of 7.87%.

The portfolio was 100% occupied and leased to 48 high-quality tenants with a weighted average lease term of approximately 10.1 years.

2018 Acquisitions

For the year ended December 31, 2018, the Company completed 14 acquisitions, encompassing an aggregate of 811,707 leasable square feet for a total purchase price of \$196.3 million with annualized base rent of \$15.8 million at a weighted average cap rate of 8.04%.

Property	City	Leasable Square Feet	Purchase Price ⁽¹⁾ (in 000's)	Annualized Base Rent ⁽²⁾ (in 000's)	Capitalization Rate ⁽³⁾
Quad City Kidney Center	Moline, IL	27,173	\$6,706	\$548	8.17%
NOMS	Fremont, OH	25,893	8,286	608	7.34%
Gainesville Eye	Gainesville, GA	34,020	10,400	776	7.46%
City Hospital of White Rock	Dallas, TX	236,314	23,000	2,230	9.70%
Orlando Health	Orlando, FL	59,644	16,200	1,355	8.36%
First Quarter Total		383,044	\$64,592	\$5,518	8.54%
Memorial Health System	Belpre, OH	155,600	\$64,200	\$5,112	7.96%
Second Quarter Total		155,600	\$64,200	\$5,112	7.96%
Valley ENT	McAllen, TX	30,811	\$5,325	\$439	8.25%
Rock Surgery Center	Derby, KS	16,704	3,392	255	7.51%
Third Quarter Total		47,515	\$8,717	\$694	7.96%
Foot and Ankle Specialists	Bountiful, UT	22,335	\$ 4,700	\$ 380	8.08%
TriHealth	Cincinnati, OH	18,820	3,900	313	8.03%
Cancer Center of Brevard	Melbourne, FL	19,074	7,800	623	7.99%
Heartland Women's Healthcare	Southern IL	64,966	14,287	1,158	8.10%
Prospect ECHN	Vernon, CT	58,550	10,900	774	7.10%
Citrus Valley Medical Assoc.	Corona, CA	41,803	17,200	1,204	7.00%
Fourth Quarter Total		225,548	\$58,787	\$4,452	7.57%
2018 Totals/Weighted Average		811,707	\$196,296	\$15,776	8.04%

2019 Completed Acquisitions and Properties Under Contract

Summary information about our 2019 completed acquisition and property under contract from January 1, 2019 through March 1, 2019 is presented in the table below:

Property	City	Leasable Square Feet	Purchase Price ⁽¹⁾ (in 000's)	Annualized Base Rent ⁽⁴⁾ (in 000's)	Capitalization Rate ⁽³⁾	Status
AMG Specialty Hospital	Zachary, LA	12,424	\$4,500	\$403	8.96%	Completed
East Valley Gastroenterology	Chandler, AZ	39,165	\$16,100	\$1,166	7.24%	Under Contract
Totals/Weighted Average		51,589	\$20,600	\$1,569	7.62%	

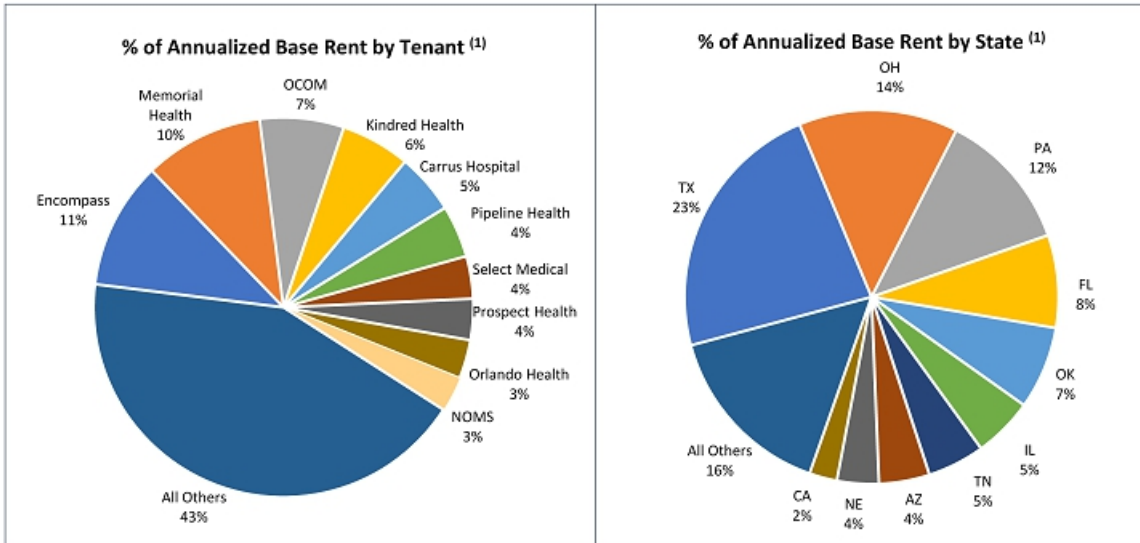
We are currently in the due diligence period for the East Valley transaction. If we identify problems with the property or the operator of the property during our due diligence review, we may not close the transaction on a timely basis or we may terminate the purchase agreement and not close the transaction.

(1) Represents contractual purchase price.

(2) Monthly base rent as of December 31, 2018 multiplied by 12.

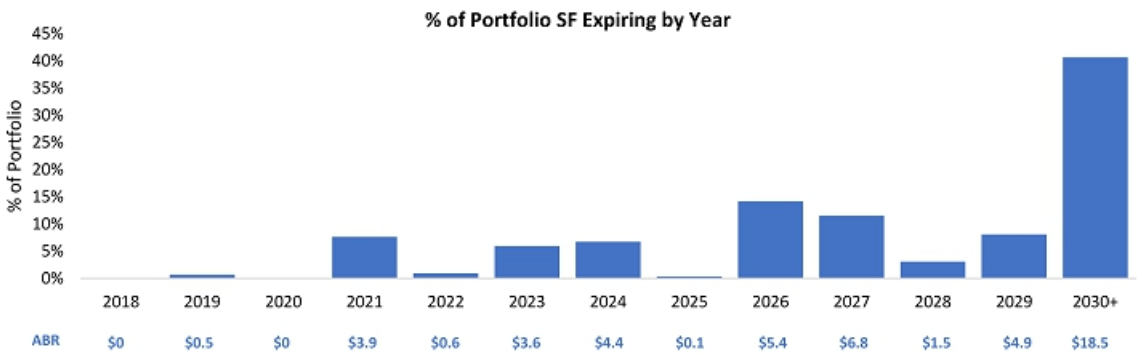
(3) Capitalization rate is calculated based on current lease terms and does not give effect to future rent escalations.

(4) Monthly base rent in the month closed or placed under contract multiplied by 12.



(1) Monthly base rent as of December 31, 2018 multiplied by 12

Lease Expiration Schedule (% of Portfolio SF) and Annualized Base Rent (ABR) (\$ in millions)



Tenant Affiliation or Property Location Category	By Rent
(A) On Campus or Adjacent	28%
(B) Health System Affiliated	50%
(C) On Campus or Affiliated	59%
(D) Medical Office Park	23%
(E) Retail Center	30%
(F) National Surgical Operator	15%
(A), (B), (D), (E) or (F)	85%

Tenant Description	ABR	Rent Coverage Ratio
Hospital Tenants	36%	3.8x
Physician Group Tenants	34%	6.5x
Tenants with Credit Rating	23%	N/A
Other Tenants	7%	N/A

See page 16 for additional information

Encompass Health (Ba3) (NYSE: EHC), headquartered in Birmingham, AL is a national leader in post-acute care, offering both facility-based and homebased patient care through its network of inpatient rehabilitation hospitals, home health agencies and hospice agencies. With a national footprint that spans 130 hospitals and 278 home health & hospice locations in 36 states and Puerto Rico, Encompass Health is committed to delivering high-quality, cost-effective care across the post-acute continuum. Encompass Health is the result of the union between HealthSouth Corporation and Encompass Home Health & Hospice, and is ranked as one of Fortune's 100 Best Companies to Work For, as well as Modern Healthcare's Best Places to Work.

Marietta Memorial Health System (MMH), (BB-) is headquartered in Marietta, OH, and is the largest health system in the Parkersburg-Marietta-Vienna MSA. The largest employer in Washington County, MMH comprises (i) two hospitals, Marietta Memorial Hospital (154-bed) and Selby General Hospital (25-bed) critical access hospital; (ii) the Belpre Campus; (iii) ten clinic outpatient service sites; and (iv) five imaging locations, and has over 2,500 employees and 211 accredited physicians.

Oklahoma Center for Orthopedic & Multi-Specialty Surgery, LLC (OCOM) is based Oklahoma City, OK and affiliated with USPI and INTEGRIS, and is a leading hospital for orthopedic specialists. OCOM operates a surgical hospital with nine operating rooms and a physical therapy department, an ancillary surgery center, and multiple imaging centers in throughout Oklahoma City.

Kindred Healthcare, LLC (B2) is a healthcare services company based in Louisville, KY with annual revenues of approximately \$3.4 billion. At March 31, 2018, Kindred through its subsidiaries had approximately 38,300 employees providing healthcare services in 1,831 locations in 45 states, including 75 LTAC hospitals, 19 inpatient rehabilitation hospitals (22 as of July 12, 2018), 13 sub-acute units, 98 inpatient rehabilitation units (hospital-based) and contract rehabilitation service businesses which served 1,626 non-affiliated sites of service. Ranked as one of Fortune magazine's Most Admired Healthcare Companies for nine years.

Carrus Hospital is located in Sherman, TX and provides acute rehabilitative care and long term acute care. Accredited with The Joint Commission's Gold Seal of Approval, Carrus Hospital serves Sherman, Durant, Denison, Gainesville, Denton, McKinney, Plano, Bonham, Lewisville, Carrollton, Fort Worth, Dallas, Oklahoma City and beyond.

Pipeline Health is based in Manhattan Beach, CA and has a portfolio of affiliated health care companies that have evolved over the past couple of decades from the challenging California market. Pipeline includes: Emergent Medical Associates, a leading provider of ER serving 20+ hospital sites and 900,000 patients annually; Integrated Anesthesia Medical Group, with 100 providers performing 15,000 procedures annually; Avanti Hospitals, a Los Angeles health system with four hospitals, 400+ beds and 55,000 ER visits annually; Cloudbreak, a telemedicine company with 75,000 monthly encounters in 700 hospitals; Pacific Healthworks, a physician practice management company; and Benchmark Hospitalists.

Select Medical (B1) is headquartered in Mechanicsburg, PA and one of the largest operators of critical illness recovery hospitals (previously referred to as long term acute care hospitals), rehabilitation hospitals (previously referred to as inpatient rehabilitation facilities), outpatient rehabilitation clinics, and occupational health centers in the U.S. based on the number of facilities. As of December 31, 2018, Select Medical operated 96 critical illness recovery hospitals in 27 states, 26 rehabilitation hospitals in 11 states, and 1,662 outpatient rehabilitation clinics in 41 states. Select Medical's joint venture subsidiary Concentra operated 524 occupational health centers in 41 states.

Prospect Medical Holdings (B2) was Established in 1996, and has grown into a significant provider of coordinated regional healthcare services in Southern California, Connecticut, New Jersey, Pennsylvania, Rhode Island and South Central Texas. In addition to their medical groups, they also own 20 acute and behavioral hospitals that are located in diverse areas within Southern California, Connecticut, New Jersey, Pennsylvania, Rhode Island and South Central Texas and maintain competitive market positions in the areas they serve. All of their facilities aim to provide a comprehensive range of services tailored to their specific communities, including partnerships with other area hospitals, physicians and health plans.

Orlando Health (A2) is based in Central Florida, Orlando and is a \$3.8 billion not-for-profit healthcare organization and a community-based network of hospitals, physician practices and outpatient care centers across Central Florida. The organization is home to the area's only Level One Trauma Centers for adults and pediatrics and is a statutory teaching hospital system that offers both specialty and community hospitals. More than 3,000 physicians have privileges across the system, which is also one of the area's largest employers with more than 23,000 employees who serve nearly 155,000 inpatients, more than 3 million outpatients, and more than 10,000 international patients each year. Additionally, Orlando Health provides more than \$345 million in support of community health needs.

Northern Ohio Medical Specialists (NOMS) Healthcare is a multi-specialty physician group with over 220 providers, 31 specialties, 43 cities and growing. NOMS Healthcare is committed to superior patient satisfaction. NOMS is committed to taking an active role in the betterment of its community, particularly related to healthcare matters affecting its fellow citizens. NOMS develops and supports health care practices recognized for exceeding patient expectations, thereby setting the standard for excellence in Northern Ohio.

As of December 31, 2018, see page 16 for footnotes

Property	Location	# of Bldgs	Facility Type	Net Leasable Square Feet	Lease Years Remaining	Annualized Rent ⁽¹⁾ (\$ in 000's)	Annualized Rent Per Square Foot ⁽¹⁾	Tenant/Guarantor ⁽²⁾
Citrus Valley Medical Associates	Corona, CA	1	MOB	41,803	12	\$1,204	\$28.80	Citrus Valley Medical Associates
Prospect Medical	Vernon, CT	2	MOB/Dialysis/ Administrative	58,550	12.7	\$774	\$13.22	Prospect ECHN / Prospect Medical Holdings, Inc.
Heartland Women's Healthcare	Southern IL	6	MOB	64,966	9.1	\$1,158	\$17.82	Heartland Women's Healthcare / USA OBGYN Management
Cancer Center of Brevard	Melbourne, FL	1	Cancer Center	19,074	4.5	\$623	\$32.67	Brevard Radiation Oncology / Vantage Oncology
TriHealth	Cincinnati, OH	1	MOB	18,820	7	\$313	\$16.64	TriHealth
Foot and Ankle Specialists	Bountiful, UT	1	MOB	22,335	14.8	\$380	\$17.00	Foot and Ankle Specialists of Utah / physician guaranty
Rock Surgery Center	Derby, KS	1	ASC	16,704	8.4	\$255	\$15.25	Rock Surgery Center/Rock Medical Assets
Valley ENT	McAllen, TX	1	MOB	30,811	10.7	\$439	\$14.25	Valley ENT
Memorial Health System	Belpre, OH	4	MOB/Img/ER/ASC	155,600	12.2	\$5,112	\$32.85	Marietta Memorial
Orlando Health	Orlando, FL	5	MOB	59,644	3.9	\$1,355	\$22.71	Orlando Health
City Hospital at White Rock	Dallas, TX	1	Acute Hospital	236,314	19.2	\$2,230	\$9.44	Pipeline East Dallas
Gainesville Eye	Gainesville, GA	1	MOB/ASC	34,020	11.2	\$776	\$22.82	SCP Eyecare Services
Northern Ohio Medical Specialists	Fremont, OH	1	MOB	25,893	11.1	\$608	\$23.50	Northern Ohio Medical Specialists
Fresenius Kidney Care	Moline, IL	2	MOB	27,173	12.7	\$548	\$20.17	Quad City Nephrology/Fresenius Medical Care Holdings
Zion Eye Institute	St. George, UT	1	MOB/ASC	16,000	11	\$400	\$25.00	Zion Eye Institute
Respiratory Specialists	Wyomissing, PA	1	MOB	17,598	9	\$405	\$23.00	Berks Respiratory
Amarillo Bone & Joint Clinic	Amarillo, TX	1	MOB	23,298	11	\$594	\$25.50	Amarillo Bone & Joint Clinic
Kansas City Cardiology	Lee's Summit, MO	1	MOB	12,180	6	\$275	\$22.58	Kansas City Cardiology
Texas Digestive	Fort Worth, TX	1	MOB	18,084	9.5	\$442	\$24.45	Texas Digestive Disease Consultants
Albertville Medical Building	Albertville, MN	1	MOB	21,486	10	\$489	\$22.78	Stellis Health
Heartland Clinic	Moline, IL	1	MOB/ASC	34,020	14.5	\$910	\$26.76	Heartland Clinic
Central Texas Rehabilitation Clinic	Austin, TX	1	IRF	59,258	8.3	\$2,971	\$50.14	CTRH, LLC / Kindred Health
Conrad Pearson Clinic	Germantown, TN	1	MOB/ASC	33,777	5.4	\$1,488	\$44.06	Urology Center of the South/Physician guarantees
Cardiologists of Lubbock	Lubbock, TX	1	MOB	27,280	10.7	\$612	\$22.44	Lubbock Heart Hospital/Surgery Partners, Inc.
Carrus Specialty Hospital	Sherman, TX	1	IRF/LTACH	69,352 ⁽¹⁾	18.5	\$2,581	\$37.21	SDB Partners, LLC
Lonestar Endoscopy	Flower Mound, TX	1	ASC	10,062	7.8	\$300	\$29.82	Lonestar Endoscopy Center, LLC
Unity Family Medicine	Brockport, NY	1	MOB	29,497	11.9	\$621	\$21.04	Unity Hospital of Rochester

As of December 31, 2018, see page 16 for footnotes

Property	Location	# of Bldgs	Facility Type	Net Leasable Square Feet	Lease Years Remaining	Annualized Rent ⁽¹⁾ (\$ in 000's)	Annualized Rent Per Square Foot ⁽¹⁾	Tenant/ Guarantor ⁽²⁾
Oklahoma Center for Orthopedic & Multi-Specialty Surgery	Oklahoma City, OK	3	Surgical Hospital/ Physical Therapy/ASC	97,406	14.4	\$3,595	\$36.91	OCOM/INTEGRIS; USPI; physician guaranty
Southlake Heart & Vascular Institute	Clermont, FL	1	MOB	18,152	3.9	\$380	\$20.93	Orlando Health, Southlake Hospital, Vascular Specialists of Central Florida
Thumb Butte Medical Center	Prescott, AZ	1	MOB	12,000	8.2	\$382	\$31.83	Thumb Butte Medical Center/Physician Guaranty
Las Cruces Orthopedic	Las Cruces, NM	1	MOB	15,761	10.1	\$362	\$22.95	Las Cruces Orthopedic Associates
Geisinger Specialty Care	Lewisburg, PA	1	MOB/Img	28,480	4.3	\$548	\$19.24	Geisinger Health
Southwest Florida Neurological & Rehab	Cape Coral, FL	1	MOB	25,814	8.1	\$540	\$20.91	Southwest Florida Neurosurgical Associates
Encompass Mechanicsburg	Mechanicsburg, PA	1	IRF	78,836	2.4	\$1,923	\$24.40	Encompass
Encompass Altoona	Altoona, PA	1	IRF	70,007	2.4	\$1,713	\$24.47	Encompass
Encompass Mesa	Mesa, AZ	1	IRF	51,903	5.8	\$1,815	\$34.97	Encompass
Piedmont Healthcare	Ellijay, GA	3	MOB	44,162	7.5	\$375	\$8.49	Piedmont Mountinside Hospital, Inc.
Carson Medical Group Clinic	Carson City, NV	2	MOB	20,632	4.8	\$365	\$17.69	Carson Medical Group
Northern Ohio Medical Specialists	Sandusky, OH	8	MOB	55,760	8.8	\$885	\$15.87	Northern Ohio Medical Specialists
Brown Clinic	Watertown, SD	3	MOB/Img	48,132	12.8	\$736	\$15.29	Brown Clinic
East Orange General Hospital	East Orange, NJ	1	MOB	60,442	7.8	\$981	\$16.23	Prospect Medical Holdings, Inc.
Berks Physicians & Surgeons	Wyomissing, PA	1	MOB	17,000	7.6	\$463	\$27.23	Berks Eye Physicians & Surgeons
Berks Eye Surgery Center	Wyomissing, PA	1	ASC	6,500	7.6	\$248	\$38.12	Berkshire Eye
Marina Towers	Melbourne, FL	1	MOB/Img	75,899	7.2	\$1,127	\$14.85	Marina Towers, LLC/First Choice Healthcare Solutions, Inc.
Surgical Institute of Michigan	Detroit, MI	1	MOB/ASC	15,018	7.2	\$399	\$26.58	Surgical Institute of Michigan/Surgical Management Professionals
Star Medical Center	Plano, TX	1	Surgical Hospital	24,000	17.1	\$1,310	\$54.58	Star Medical Center/Lumin Health
Gastro One	Memphis, TN	6	MOB/ASC	52,266	9	\$1,323	\$25.31	Gastroenterology Center of the MidSouth
Associates in Ophthalmology	West Mifflin, PA	1	MOB/ASC	27,193	11.7	\$799	\$29.39	Associates Surgery Centers, LLC, Associates in Ophthalmology, Ltd.
Orthopedic Surgery Center of Asheville	Asheville, NC	1	ASC	8,840	3.2	\$245	\$27.69	Orthopedic Surgery Center of Asheville/Surgery Partners
Select Medical Hospital	Omaha, NE	1	LTACH	41,113	4.6	\$1,815	\$44.16	Select Specialty Hospital – Omaha, Inc./Select Medical Corporation
Total Portfolio/Average		83		2,078,915	10.1	\$50,192	\$24.14	

Global Medical REIT Inc. (the “Company”) is net-lease medical office real estate investment trust (REIT) that acquires purpose-built specialized healthcare facilities and leases those facilities to strong healthcare systems and physician groups with leading market share. The Company’s real estate portfolio is comprised of 84 healthcare assets, which are primarily leased on a triple-net basis and contains 2.1 million net leasable square feet. These assets are concentrated in secondary and tertiary markets across the United States. The Company’s management team has significant healthcare, real estate and REIT experience and has long-established relationships with a wide range of healthcare providers.

Executive Team

Jeffrey Busch	Chief Executive Officer, Chairman and President
Alfonzo Leon	Chief Investment Officer
Danica Holley	Chief Operating Officer
Bob Kiernan	Chief Financial Officer
Jamie Barber	General Counsel and Corporate Secretary
Allen Webb	Senior VP, SEC Reporting and Technical Accounting

Board of Directors

Jeffrey Busch	Chief Executive Officer, Chairman and President
Henry Cole	Lead Independent Director
Paula Crowley	Director
Matthew Cypher	Investment Committee Chair
Zhang Huiqi	Director
Zhang Jingguo	Director
Ronald Marston	Nominating and Corporate Governance Committee Chair
Dr. Roscoe Moore	Compensation Committee Chair
Lori Wittman	Audit Committee Chair

Corporate Headquarters

Global Medical REIT Inc.
2 Bethesda Metro Center, Suite 440
Bethesda, MD 20814
202.524.6851
www.globalmedicalreit.com

Investor Contact

Mary Jensen
202.524.6869
maryj@globalmedicalreit.com

Sell-Side Coverage

Firm	Name	Email	Phone
Baird	Drew T. Babin	dbabin@rwbaird.com	610.238.6634
B. Riley FBR	Bryan Maher	bmaher@brileyfbr.com	646.885.5423
Boenning & Scattergood	Merill Ross	mross@boenninginc.com	610.862.5328
D.A. Davidson	Barry Oxford Jr., CFA	boxford@dadco.com	212.240.9871
Janney	Robert Stevenson	robstevenson@janney.com	646.448.3028

The equity analysts listed above have published research material on the Company and are listed as covering the Company. Any opinions, estimates, or forecasts regarding the Company’s performance made by these analysts do not represent the opinions, estimates, or forecasts of the Company or its management and do not by its reference above imply its endorsement of or concurrence with any information, conclusions or recommendations made by any of such analysts. Interested persons may obtain copies of analysts’ reports on their own – we do not distribute these reports. Several of these firms may, from time to time, own our stock and/or hold other long or short positions on our stock, and may provide compensated services to us.

2018 Acquisitions and Dispositions Internal Rate of Return (IRR) Calculation (see page 3)

Our unlevered IRR on our Great Bend Regional Hospital investment is the compound annual rate of return calculated based on the timing and amount of: (i) the gross purchase price of the property plus any direct acquisition costs; (ii) total revenues earned during the Company's ownership period and (iii) the gross sales price of the property net of selling costs. Each of the items (i) through (iii) is calculated in accordance with GAAP.

Our levered IRR on our Great Bend Regional Hospital investment is the compound annual rate of return calculated based on the timing and amount of: (i) the gross purchase price of the property plus any direct acquisition and financing costs; (ii) total revenues earned during the Company's ownership period less interest expense (assuming an annual interest rate of 4.00% and a debt-to-assets ratio of 50%) and (iii) the gross sales price of the property net of loan repayment and selling costs. Each of the items (i) through (iii) is calculated in accordance with GAAP.

The calculation of IRR does not include an adjustment for the Company's general and administrative expenses or other corporate overhead amounts. Additionally, no adjustments were made with respect to property operating expenses or capital expenditures as the property was leased on a triple-net basis and no capital expenditures were incurred on the property. The IRRs achieved on the property as cited in this release should not be viewed as an indication of the gross value created with respect to other properties owned by the Company, and the Company does not represent that it will achieve similar IRRs upon the disposition of other properties.

Rent Coverage (see page 11)

For purposes of calculating our portfolio weighted-average EBITDARM coverage ratio ("Rent Coverage Ratio"), we excluded medical office buildings and other non-hospital tenants that are themselves credit rated or are subsidiaries of credit-rated health systems. Based on available information only. Most tenant financial statements are unaudited and we have not independently verified any tenant financial information (audited or unaudited) and, therefore, we cannot assure you that such information is accurate or complete. Certain tenants are excluded from the calculation due to lack of available financial information (approximately 3% of our portfolio) or, with respect to our City Hospital at White Rock acquisition, a lack of relevant operating history with a new tenant operator. Additionally, certain components of our Rent Coverage Ratio include management assumptions to adjust for differences in tenant businesses, accounting and reporting practices, including, but not limited to, adjustments (i) for non-cash charges, (ii) for physician distributions and compensation, (iii) for differences in fiscal year, (iv) for changes in financial statement presentation and (v) for straight-line rent. Management believes that all adjustments are reasonable and necessary.

Real Estate Portfolio (see pages 13 and 14)

Data as of December 31, 2018.

- (1) Monthly base rent at December 31, 2018 multiplied by 12. Accordingly, this methodology produces an annualized amount as of a point in time but does not take into account future contractual rental rate increases.
- (2) Certain lease guarantees are for less than 100% of the contractual rental payments.
- (3) Carrus Specialty Hospital does not include 12,000 square feet of shell space.

Additional Information

The information in this document should be read in conjunction with the Company's Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and other information filed with, or furnished to, the SEC. You can access the Company's reports and amendments to those reports filed or furnished to the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act in the "Investor Relations" section on the Company's website (www.globalmedicalreit.com) under "SEC Filings" as soon as reasonably practicable after they are filed with, or furnished to, the SEC. The information on or connected to the Company's website is not, and shall not be deemed to be, a part of, or incorporated into, this Earnings Results and Operating Information Package. You also can review these SEC filings and other information by accessing the SEC's website at <http://www.sec.gov>.

Certain information contained in this release, including, but not limited to, information contained in our Top 10 tenant profiles is derived from publicly-available third-party sources. The Company has not independently verified this information and there can be no assurance that such information is accurate or complete.



**GLOBAL
MEDICAL REIT**

www.globalmedicalreit.com

NYSE: GMRE



2 Bethesda Metro Center, Suite 440
Bethesda, MD 20814
(202) 524-6851

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

**LTIP UNIT AWARD AGREEMENT
Annual Award (Performance-Based with Time-Vesting)**

Name of Grantee: _____
Number of LTIP Units: _____
Grant Date (Closing Date): March 5, 2019
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, 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 extent to which the Performance Goals (as defined herein) are achieved 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:

"Board Meeting Date" means the date in 2020 on which the Board (defined below) approves the recommendation of the Committee (defined below) with respect to the number of Earned LTIP Units to issue based on the level of achievement of the Performance Goals.

"Cause" means any of the following events:

- (a) the Grantee's conviction for (or pleading guilty or nolo contendere to) any felony, or a misdemeanor involving moral turpitude;
 - (b) the Grantee's indictment for any felony or misdemeanor involving moral turpitude, if such indictment is not discharged or otherwise resolved within eighteen (18) months;
 - (c) the Grantee's commission of an act of fraud, theft, dishonesty or breach of fiduciary duty related to the Company or any of its affiliates;
 - (d) the continuing failure or habitual neglect by the Grantee to perform the Grantee's duties as an officer of the Company or as an employee of the Manager with respect to the Company, except that, if such failure or neglect is curable, the Grantee shall have thirty (30) days from his receipt of a notice of such failure or neglect to cure such condition and, if the Grantee does so to the reasonable satisfaction of the Company (such cure opportunity being available only once), then such failure or neglect shall not constitute Cause hereunder; or
-

(e) any material breach by the Grantee of this Agreement, any other agreement between the Company and the Grantee, or any written policy or written code of conduct established by the Company or any of its affiliates and applicable to the Grantee.

“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.

“Disability” means the long-term disability of the Grantee such that the Grantee becomes eligible for disability benefits under the Company’s long-term disability plans and arrangements; provided, that it is reasonably certain, based on the opinion of a qualified physician reasonably acceptable to both parties, that the Grantee will not be able to resume his duties on a regular full-time basis within one hundred eighty (180) days of the date that the notice of termination as a result of the Grantee’s Disability is delivered.

“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 Grant 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.

“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(a) 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 January 1, 2019 to and including the date of the Grantee’s Qualified Termination by (b) the number of calendar days from January 1, 2019 to and including the Valuation Date.

“Performance Period” means the period beginning on January 1, 2019 and ending on February 28, 2020.

“Valuation Date” means the earlier of (a) the Board Meeting 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 Award 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) Determination of Number of Earned LTIP Units. 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") has established performance goals for calendar year 2019 (the "Performance Period") as set forth on Exhibit A hereto (the "Performance Goals") that shall be used to determine the number of LTIP Units earned by the Grantee under this Agreement. As soon as reasonably practicable following the last day of the Performance Period, which may in some cases not occur before the Company's operating results for such period have been publicly announced by the Company, the Committee will determine the extent to which the Company has achieved each of the Performance Goals (expressed as a percentage) as further detailed on Exhibit A and, based on such determination, will calculate the number of Earned LTIP Units that Grantee is entitled to receive based on the applicable Performance Percentages described on Exhibit A. Any Award LTIP Units that are not earned in accordance with this Section 3 and Exhibit A hereto shall be forfeited and cancelled, and the Grantee shall have no right in or to any such unearned LTIP Units after it is determined that they were not earned.

(b) Vesting. LTIP Units that have been earned based on performance as provided in Section 3(a) 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.

(c) Any Earned LTIP Units that do not become vested pursuant to Section 3(b) or Section 4 hereof shall, without payment of any consideration by the Partnership, 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, 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(a) 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(a) 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(b) hereof; provided that, notwithstanding that no Continuous Service requirement pursuant to Section 3(b) 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(b) 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(b) 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 of age at the time of such retirement and has been employed with the Company and its Affiliates 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(b) shall no longer be subject to forfeiture; provided that, notwithstanding that no Continuous Service requirement pursuant to Section 3(b) 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(b) 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(b) 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(b) hereof shall, without payment of any consideration by the Partnership, 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 first 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 shall be measured against performance goals that are 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 first 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 first anniversary of the Effective Date, shall remain subject to vesting tied to Continuous Service as provided in Section 3(b), 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 first 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 of 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 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. 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 Internal Revenue Code of 1986, as amended (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 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 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 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]

Exhibit A

Performance Goals and Percentages

Name of Grantee: _____

Number of Award LTIP Units: _____

The number of Earned LTIP Units issuable to Grantee in respect of the Award LTIP Units under this Award shall be determined by dividing the total number of Award LTIP Units (as shown above) into four components as shown in the table below (each a "Component") and multiplying the number of Award LTIP Units allocated to each Component by the applicable Performance Percentage described below based on the extent to which the Goal for each such Component is achieved.

% of Award LTIP Units	Component	Goal
25% of total Award LTIP Units	Acquisitions including (i) closed acquisitions during 2019 and (ii) acquisitions placed under definitive purchase contract on or before December 2019 and closed by February 28, 2020.	<u>Threshold:</u> \$100 million. <u>Target:</u> \$150 million. <u>Maximum:</u> \$200 million.
25% of total Award LTIP Units	Average quarterly Consolidated Leverage Ratio (as defined in the Company's Amended and Restated Credit Agreement) (based on each fiscal quarter end).	<u>Threshold:</u> 54.99% <u>Target:</u> 52.50% <u>Maximum:</u> 49.99%
25% of total Award LTIP Units	Adjusted FFO (AFFO) per share for the year ended December 31, 2019, as reported by the Company in its year-end earnings announcement for the year ended December 31, 2019.	<u>Threshold:</u> \$0.78 per share <u>Target:</u> \$0.80 per share <u>Maximum:</u> \$0.84 per share
25% of total Award LTIP Units	Discretionary Component	Entirely at the discretion of the Committee based on the Committee's assessment of the Grantee's individual performance in areas the Committee deems in its discretion to be important based on the Grantee's job duties and position within the organization.

Performance Percentages

- (i) If the Company does not achieve the Threshold Goal in a particular Component in the above table, all of the Award LTIP Units for that Component will be forfeited.
- (ii) If the Company achieves the Threshold Goal in a particular Component in the above table, the number of Earned LTIP Units in that Component will be equal to 50% of the number of Award LTIP Units for that Component.
- (iii) If the Company achieves the Target Goal in a particular Component in the above table, the number of Earned LTIP Units in that Component will be equal to 100% of the number of Award LTIP Units for that Component.
- (iv) If the Company achieves or exceeds the Maximum Goal in a particular Component in the above table, the number of Earned LTIP Units for that Component will be equal to 150% of the number of Award LTIP Units for that Component.

For achievement of a Goal at an intermediate point between the Threshold Goal and the Target Goal or between the Target Goal and the Maximum Goal for any Component, the number of Earned LTIP Units eligible for vesting and settlement pursuant to Sections 3(a) and (b) for that Component will be interpolated on a straight-line basis between 50% and 100% or between 100% and 150%, respectively, of the number of Award LTIP Units allocated to that Component. Fractional LTIP Units will be rounded to the next whole LTIP Unit.

Exhibit B

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 (Performance-Based with Time-Vesting)**

Name of Grantee: _____
Number of LTIP Units: _____
Grant Date (Closing Date): March 5, 2019
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 5, 2019.

“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:

Total Shareholder Return	Percentage of Absolute TSR Component Earned
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:

Relative Performance	Percentage of Relative TSR Component Earned
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, 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 5, 2019
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 5, 2020
33.33%	March 5, 2021
33.33%	March 5, 2022

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 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 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.

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.

1 2 . **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.

1 3 . **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
