

AMERICAN HEALTHCARE REIT, INC.

FORM 8-K (Current report filing)

Filed 08/03/16 for the Period Ending 08/03/16

Address	18191 VON KARMAN AVENUE SUITE 300 IRVINE, CA, 92612
Telephone	949-270-9200
CIK	0001632970
Symbol	AHRT
SIC Code	6798 - Real Estate Investment Trusts
Industry	Specialized REITs
Sector	Financials
Fiscal Year	12/31

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): **August 1, 2016**

Griffin-American Healthcare REIT IV, Inc.

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction
of incorporation)

333-205960 (1933 Act)

(Commission
File Number)

47-2887436

(I.R.S. Employer
Identification No.)

**18191 Von Karman Avenue, Suite 300
Irvine, California**

(Address of principal executive offices)

92612

(Zip Code)

Registrant's telephone number, including area code: **(949) 270-9200**

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))
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Item 1.01 Entry into a Material Definitive Agreement.

As previously reported in our Current Report on Form 8-K filed on June 23, 2016 and Current Report on Form 8-K filed on July 22, 2016, we, through GAHC4 Rochester Hills MI MOB, LLC, our wholly owned subsidiary, entered into a Real Estate Purchase Agreement and Escrow Instructions, or the Purchase Agreement, and a First Amendment to Real Estate Purchase Agreement and Escrow Instructions, or the First Amendment, respectively, with 6700 N. Rochester, LLC, or seller, and Chicago Title Insurance Company, as escrow agent, for the purchase of Rochester Hills MOB, located in Rochester Hills, Michigan, for a purchase price of \$8,300,000, plus closing costs, and to amend certain terms of the Purchase Agreement, respectively.

On August 1, 2016, we entered into a Second Amendment to Real Estate Purchase Agreement and Escrow Instructions, or the Second Amendment, with seller and Chicago Title Insurance Company. The material terms of the Second Amendment provide for: (i) an extension of the Due Diligence Period, as defined in the Purchase Agreement, to 6:00 p.m. Eastern Daylight Time on Tuesday, August 23, 2016, with all rights under Article 3 of the Purchase Agreement available to us; and (ii) an agreement between seller and us whereby a Buyer's Title Defect Notice, as defined in the Purchase Agreement, shall be noticed to seller in writing by no later than Tuesday, August 16, 2016.

The material terms of the amendment discussed above are qualified in their entirety by the Second Amendment attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Second Amendment to Real Estate Purchase Agreement and Escrow Instructions by and between 6700 N. Rochester, LLC, GAHC4 Rochester Hills MI MOB, LLC and Chicago Title Insurance Company, dated August 1, 2016

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.

Griffin-American Healthcare REIT IV, Inc.

August 3, 2016

By: /s/ Jeffrey T. Hanson

Name: *Jeffrey T. Hanson*

Title: *Chief Executive Officer*

Exhibit Index

Exhibit No.	Description
10.1	Second Amendment to Real Estate Purchase Agreement and Escrow Instructions by and between 6700 N. Rochester, LLC, GAHC4 Rochester Hills MI MOB, LLC and Chicago Title Insurance Company, dated August 1, 2016

**SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (“ **Second Amendment** ”) is made and entered into effective as of August 1, 2016, by and among **6700 N. ROCHESTER, LLC** , a Michigan limited liability company (“ **Seller** ”); **GAHC4 ROCHESTER HILLS MI MOB, LLC** , a Delaware limited liability company (“ **Buyer** ”); and **CHICAGO TITLE INSURANCE COMPANY** (“ **Escrow Agent** ”).

Recitals

WHEREAS , Seller and Buyer entered into that certain Real Estate Purchase Agreement and Escrow Instructions, dated as of June 20, 2016, as amended by that certain First Amendment to Real Estate Purchase Agreement and Escrow Instructions, dated as of July 19, 2016 (collectively, the “ **Purchase Agreement** ”); and

WHEREAS , Seller and Buyer seek to amend the Purchase Agreement as set forth below.

Agreement

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

1. Recitals . The recitals set forth above are true and correct and are hereby incorporated in their entirety. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Due Diligence Period . Seller and Buyer have agreed to extend the Due Diligence Period to Tuesday, August 23, 2016. Accordingly, Section 3.2 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

3.2 Due Diligence Period . Buyer shall have until 6:00 p.m. EDT on Tuesday, August 23, 2016 (the “ **Due Diligence Period** ”) to physically inspect the Property, review the economic data, conduct appraisals, perform examinations of the physical condition of the Improvements, conduct environmental inspections of the Property, as permitted in Section 3.1 , supra, and to otherwise conduct such due diligence review of the Property and all of the items to be furnished by Seller to Buyer pursuant to Section 3.3 , infra, and all records and other materials related thereto as Buyer deems appropriate.

3. Buyer’s Title Defect Notice . Seller and Buyer have agreed that in connection with the extension of the Due Diligence Period contained in this Second Amendment, Buyer’s Title Defect Notice shall be noticed to Seller in writing no later than Tuesday, August 16, 2016.

4. Ratifications . Except as specifically herein amended, all terms, provisions, conditions and exhibits contained in the Purchase Agreement are hereby confirmed, ratified and restated and shall remain unmodified and in full force and effect. In the event that any provision of this Second Amendment shall conflict with the terms, provisions, conditions, and exhibits of the Purchase Agreement, the terms of this Second Amendment shall govern and control.

5. Counterparts; Signatures. This Second Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts when taken together shall constitute but one and the same Second Amendment. Signatures to this Second Amendment transmitted in .pdf (portable document format), via electronic mail or other electronic means shall be treated as originals in all respects for purposes of this Second Amendment. Seller and Buyer further agree that the acknowledgement of this Second Amendment by Escrow Agent is not required for this Second Amendment to be binding and effective as between Seller and Buyer.

6. Successors and Assigns. This Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

{Signatures appear on the following pages}

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date indicated in the preamble above.

BUYER:

GAHC4 ROCHESTER HILLS MI MOB, LLC,
a Delaware limited liability company

By: Griffin-American Healthcare REIT IV Holdings,
LP, Its Sole Member

By: Griffin-American Healthcare REIT IV,
Inc., a Maryland corporation,
Its General Partner

By: /s/ Mathieu Streiff
Name: Mathieu Streiff
Title: Executive Vice President and
General Counsel

[Signature Page to Second Amendment – Signatures Continue on Following Pages]

SELLER:

6700 N. ROCHESTER, LLC,
a Michigan limited liability company

By: /s/ Stacy Richards

Name: Stacy Richards

Its: Member

[Signature Page to Second Amendment – Signatures Continue on Following Page]

The undersigned Escrow Agent acknowledges the foregoing Second Amendment:

CHICAGO TITLE INSURANCE COMPANY

By: /s/ Shannon Bright
Name: Shannon Bright
Its: Escrow Officer

[Signature Page to Second Amendment]