

AMERICAN HEALTHCARE REIT, INC.

FORM 8-K (Current report filing)

Filed 07/18/22 for the Period Ending 07/14/22

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Industry	Specialized REITs
Sector	Financials
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**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): **July 14, 2022**

American Healthcare REIT, Inc.

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction
of incorporation)

000-55775

(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))

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
None	None	None

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

Emerging growth company

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

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

Transition of Mathieu B. Streiff

On July 14, 2022, Mathieu B. Streiff informed our board of directors of his intention to transition from his position as Chief Operating Officer to Executive Vice President effective August 1, 2022, and then to retire from that position effective January 1, 2023. Mr. Streiff's decision to transition from his position as Chief Operating Officer to Executive Vice President, and to subsequently retire from that position, was not the result of any disagreement with our company on any matter relating to our company's operations, policies or practices. Mr. Streiff intends to remain as a member of our board of directors, subject to election by our stockholders at our 2023 annual meeting of stockholders.

In connection with this transition, our company, American Healthcare Opps Holdings, LLC and Mr. Streiff have entered into a Transition Services Agreement. Pursuant to the Transition Services Agreement, for the period from August 1, 2022 through December 31, 2022, Mr. Streiff will receive a prorated annualized cash salary of \$85,000. Beginning January 1, 2023, although Mr. Streiff is not an independent director, he will receive the same compensation and reimbursement of expenses that our company pays to each of its independent directors; provided, however, that Mr. Streiff has agreed to waive the equity retainer compensation that will be paid to our independent directors for the period from January 1, 2023 until our 2023 annual meeting of stockholders.

In addition, pursuant to the Transition Services Agreement, Mr. Streiff has agreed to forfeit the performance-based-vesting restricted stock units that were granted to him in October 2021 pursuant to his offer letter with our company to serve as our Chief Operating Officer. He also has agreed to forfeit any annual bonus that he may otherwise have been entitled to receive for 2022 pursuant to his offer letter. However, he will retain the time-based-vesting restricted shares of Class T common stock that were granted pursuant to his offer letter, which time-based-vesting restricted stock will remain subject to the existing vesting schedule and other terms and conditions; provided, however, that the award agreement for such restricted stock will be amended to provide for accelerated vesting upon a change in control of our company subject to Mr. Streiff's continued services with our company through such date and/or upon a termination of Mr. Streiff's services with our company as a result of death or disability. Because Mr. Streiff will no longer be an executive officer of our company as of January 1, 2023, he also will no longer be a participant in our Executive Severance and Change in Control Plan as of January 1, 2023; however, our company will reimburse Mr. Streiff for the monthly premium cost of medical coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or COBRA, for a period of up to 18 months beginning on January 1, 2023.

The preceding summary of the Transition Services Agreement does not purport to be complete and is qualified in its entirety by reference to the Transition Services Agreement, a copy of which is filed as Exhibit 10.1 to this Form 8-K and is incorporated into this Item 5.02 by reference.

Appointment of Gabriel M. Willhite

On July 14, 2022, our board of directors appointed Gabriel M. Willhite, age 41, as our Chief Operating Officer effective August 1, 2022. In connection with such appointment, Mr. Willhite will no longer serve as our Executive Vice President, General Counsel, a position he has held since October 2021. Prior to that, Mr. Willhite served as our Assistant General Counsel — Transactions from January 2020 until his appointment as Executive Vice President, General Counsel in October 2021. He also served as Executive Vice President, General Counsel of American Healthcare Investors, LLC, or American Healthcare Investors, from January 2020 until October 2021 and prior to that had served as Senior Vice President, Assistant General Counsel — Transactions of American Healthcare Investors since April 2016. Mr. Willhite also served as Assistant General Counsel — Transactions of Griffin-American Healthcare REIT III, Inc. from January 2020 until October 2021. From November 2012 until April 2016, Mr. Willhite served as Legal Counsel for Sabal Financial Group, L.P., a real estate and finance company based in Newport Beach, California which was a subsidiary of Oaktree Capital Management, where he was responsible for overseeing portfolio acquisitions, financings, joint ventures, dispositions and strategic workout transactions. Prior to joining Sabal Financial Group, Mr. Willhite was an associate in the transactional practice group of Greenberg Traurig, LLP in Irvine, California. Mr. Willhite received a B.A. degree in Political Science and Communication from the University of Southern California and a J.D. degree from University of Minnesota Law School. He is a member of the California State Bar Association.

In connection with his appointment as our Chief Operating Officer, we entered into an offer letter with Mr. Willhite effective August 1, 2022, or the Willhite Offer Letter. The Willhite Offer Letter provides as follows:

- *Annual Base Salary.* Mr. Willhite will receive an annual base salary of \$425,000.
 - *Annual Bonus.* Mr. Willhite will be eligible for an annual cash performance bonus with a target amount equal to 100% of his annual base salary. Our board of directors or a committee thereof will determine his actual bonus amount (which may be less
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than, equal to or greater than his target amount) based on his performance against goals established by our board of directors (or a committee thereof), with 70% of his annual bonus to be based on his achievement against “corporate performance” goals and 30% of his annual bonus to be based on his performance against “individual performance” goals. The corporate-performance goals will include our modified funds from operations, or MFFO, per share growth, our net-debt-to-earnings before interest, taxes, depreciation and amortization, or EBITDA, ratio and our same-property net-operating-income growth, as well as any similar goals as determined by our board of directors (or a committee thereof). Mr. Willhite’s maximum annual bonus eligibility is 150% of his target amount. Any annual bonus for 2022 pursuant to the Willhite Offer Letter will be calculated based solely on his annual base salary provided in the Willhite Offer Letter.

- *Equity Grants.*

- *Initial Equity Grants.* Beginning in 2023, Mr. Willhite will be eligible to receive initial grants of time-based restricted stock and performance-based restricted stock units (such restricted stock units referred to under our Amended and Restated 2015 Incentive Plan, or the 2015 Incentive Plan, as “Deferred Stock,” and hereinafter referred to as RSUs) under the 2015 Incentive Plan, with an aggregate grant-date value of not less than \$850,000, as follows:
 - *Time-Based Restricted Stock.* 75% of the equity grants to Mr. Willhite in 2023 will be time-based-vesting restricted common stock. These shares of restricted stock will vest in three equal annual installments, with the first one-third installment vesting on the one-year anniversary of the grant, the second one-third installment vesting on the two-year anniversary of the grant and the final one-third installment vesting on the three-year anniversary of the grant (subject to continuous employment through each vesting date).
 - *Performance-Based RSUs.* 25% of the equity grants to Mr. Willhite in 2023 will be performance-based-vesting RSUs. These RSUs will cliff vest in the first quarter of 2026 (subject to continuous employment through that vesting date), with the amount of RSUs then vesting to be based on our relative MFFO-per-share ranking over the three-year period ending December 31, 2025 versus a company peer group. Mr. Willhite will vest into 50% of the RSUs subject to this grant if we achieve a “threshold” level of MFFO-per-share, which is MFFO-per-share performance that is 2.5% less than the peer group’s MFFO-per-share performance (with no RSUs vesting if our MFFO-per-share performance is worse than this amount); 100% of the RSUs will vest if we achieve “target” performance, which is MFFO-per-share performance equal to the peer group’s MFFO-per-share performance; and 200% of the RSUs will vest if we achieve “maximum” performance, which is MFFO-per-share performance that is 2.5% or greater than the peer group’s MFFO-per-share performance. There will be linear interpolation between MFFO-per-share performance levels.
- *Future Annual Equity Grants.* Beginning in 2024 and annually thereafter (subject to his continued employment and the approval of our board of directors or a committee thereof), Mr. Willhite will receive additional annual equity grants with a grant-date value of not less than \$850,000.
- *At-Will Employment.* Mr. Willhite’s employment is at will, such that we or Mr. Willhite can terminate his employment at any time and for any reason. Mr. Willhite remains a participant in our Executive Severance and Change in Control Plan.

The preceding summary of the Willhite Offer Letter does not purport to be complete and is qualified in its entirety by reference to the Willhite Offer Letter, a copy of which is filed as Exhibit 10.2 to this Form 8-K and is incorporated into this Item 5.02 by reference.

Item 7.01 Regulation FD Disclosure.

On July 18, 2022, we issued a press release regarding the transition of Mr. Streiff and the appointment of Mr. Willhite as our Chief Operating Officer. A copy of the press release, which is hereby incorporated into this filing in its entirety, is attached to this Current Report on Form 8-K as Exhibit 99.1.

The information furnished under this Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
<u>10.1</u>	<u>Transition Services Agreement by and among American Healthcare REIT, Inc., American Healthcare Opps Holdings, LLC and Mathieu B. Streiff, dated July 14, 2022</u>
<u>10.2</u>	<u>Offer Letter dated July 14, 2022, between American Healthcare REIT, Inc. and Gabriel M. Willhite</u>
<u>99.1</u>	<u>Press Release, dated July 18, 2022</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

July 18, 2022

American Healthcare REIT, Inc.

By: */s/ Danny Prosky* _____

Name: Danny Prosky

Title: Chief Executive Officer and President

July 14, 2022

Mathieu Streiff
c/o American Healthcare REIT, Inc.
18191 Von Karman Ave., Suite 300
Irvine, CA 92612

Dear Mathieu:

Reference is made herein to the “Employment Terms” Letter Agreement dated October 1, 2021 (the “Prior Agreement”) by and among American Healthcare Opps Holdings, LLC and American Healthcare REIT, Inc. (and certain predecessors and affiliates of such entities, hereinafter referred to, collectively, as the “AHR Group”) and you (“You” or “Your”). This letter agreement (this “Agreement”) supersedes all prior employment agreements or terms governing Your services with the AHR Group, including the Prior Agreement, except as provided herein.

1. Transition to Executive Vice President from August 1, 2022 through December 31, 2022. Effective as of immediately prior to the opening of business on August 1, 2022 (the “Transition Date”), You shall transition (the “Transition”) from Your current role of Chief Operating Officer of American Healthcare REIT, Inc. (“AHR”) to the role of Executive Vice President of AHR. As of the Transition Date, You shall resign from Your role as Chief Operating Officer but shall remain an employee of AHR and therefore eligible to actively participate in any employee benefit plan or program sponsored or maintained solely for the benefit of employees of AHR or AHR Group in accordance with the terms of such plans or programs. You shall also remain a member of the Board of Directors of AHR (the “Board”), notwithstanding the Transition.

Following the Transition Date, You shall continue to have all of the authority and duties held prior to the Transition Date in Your capacity as a member of the Board but shall cease to have the authority or duties You held as Chief Operating Officer of AHR prior to the Transition Date solely in Your capacity as Chief Operating Officer of AHR. For the avoidance of doubt, following the Transition Date, You shall not provide any services to the AHR Group other than in Your capacity as Executive Vice President of AHR and a member of the Board. You hereby acknowledge and agree that the Transition shall constitute a voluntary change of position and not constitute any grounds for “Good Reason” or a termination “without Cause” (or any other similar term) for purposes of any compensation or benefit plan, program or agreement sponsored or maintained by the AHR Group, including, without limitation, the American Healthcare Opps Holdings, LLC Executive Severance and Change in Control Plan (the “Severance Plan”).

2. Compensation for Service Following Transition Date. In order to retain Your services following the Transition Date, You shall be entitled to the following:

(a) Prorated Salary for August 1, 2022 to December 31, 2022. Following the Transition Date and solely during such period that You remain in the role of Executive Vice President of AHR, Your annual salary will be revised to \$85,000, pro-rated for the remaining

portion of 2022, and payable subject to standard federal and state payroll withholding requirements in accordance with the AHR Group's standard payroll practices. Your base salary remains subject to review and adjustment by the AHR Group in its sole discretion. As a salaried, exempt employee, You will be expected to work normal business hours and additional hours as required by Your job duties, and You will not be paid overtime pay.

(b) Treatment of Restricted Shares. As contemplated by that certain Restricted Stock Award Agreement dated October 4, 2021 between AHR and You (the "Restricted Stock Agreement") and the AHR 2015 Incentive Plan (the "Incentive Plan"), You shall continue to be eligible to vest in the 69,143 restricted class T common shares granted pursuant to such agreement (the "Restricted Shares") for so long as You continue to provide Continuous Service (as defined in the Incentive Plan) to the AHR Group. For the avoidance of doubt, neither the Transition nor the Retirement (as defined below) shall alone constitute a cessation of Continuous Service or forfeiture of any unvested Restricted Shares. In addition, effective as of the Transition Date, the Restricted Stock Agreement is hereby amended to provide that the Restricted Shares shall fully vest (i) upon a Change of Control (as defined in the Incentive Plan), subject to Your Continuous Service through the consummation of such an event, or (ii) upon cessation of Your Continuous Service by reason of death or Disability (which shall mean a physical or mental impairment that substantially limits one or more major life activities and prevents You from performing Your duties for AHR, as determined by the Board). This Section 2(b) shall serve as an amendment to the Restricted Stock Agreement, which shall otherwise remain in full force and effect.

(c) Forfeiture of Deferred Shares. In exchange for the consideration provided herein, You agree to and acknowledge the forfeiture, termination and cancellation of the 23,048 Deferred Shares granted to You pursuant to that certain Deferred Stock Award Agreement dated October 4, 2021 (the "Deferred Shares"), effective as of the Transition Date, notwithstanding any provision contrary in such award agreement, the Incentive Plan, or otherwise.

(d) Forfeiture of Annual Bonus. In exchange for the consideration provided herein, You agree to and acknowledge the forfeiture of any and all annual bonus payments related to calendar year 2022 that You may otherwise be entitled to, effective as of the Transition Date, notwithstanding any provision to the contrary in any agreement between the AHR Group and You, or otherwise.

3. Transition to Board Member Effective January 1, 2023. Effective as of January 1, 2023 (the "Retirement Date"), You shall transition (the "Retirement") from Your role of Executive Vice President of AHR (as a day-to-day employee of AHR) and Board member to the exclusive role of non-employee and non-executive Board member of AHR. As of the Retirement Date, You shall cease to be an employee of AHR and shall no longer actively participate in any employee benefit plan or program sponsored or maintained solely for the benefit of employees of AHR or AHR Group, except to the extent of Your earned, accrued or vested rights therein, as permitted by applicable law (i.e., COBRA rights, as defined below), or as set forth herein.

Following the Retirement Date, You shall cease to have the authority or duties held prior to the Retirement Date solely in Your capacity as an executive or employee of AHR (including, but not limited to, the authority to execute contracts on behalf of the AHR Group and any direct reporting relationship with respect to any employees of the AHR Group, in each case unless authorized by the Board). Following the Retirement Date, You shall not provide any services to the AHR Group other than in Your capacity as a member of the Board. You hereby acknowledge and agree that the Retirement shall constitute a voluntary resignation of employment and not constitute any grounds for “Good Reason” or a termination “without Cause” (or any other similar term) for purposes of any compensation or benefit plan, program or agreement sponsored or maintained by the AHR Group, including, without limitation, the Severance Plan.

4. Compensation and Benefits as a Result of Cessation of Employment. The AHR Group and You acknowledge and agree that Your cessation of employment on the Retirement Date shall entitle You to the Accrued Obligations, as such term is defined in the Severance Plan, but no other rights or payments as provided under the Severance Plan. In addition, if You timely and properly elect health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 or other similar applicable law (“COBRA”), AHR shall reimburse You for the monthly COBRA premium paid by You for You and Your eligible dependents. Such reimbursement shall be paid to You in the month immediately following the month in which You timely remit the COBRA premium payment. You shall be eligible to receive such reimbursement until the earliest of: (a) the 18-month anniversary of the Retirement Date, (b) the date You cease to provide services as a non-employee and non-executive director of AHR, and (c) the date on which You become eligible to receive substantially similar coverage from another employer or other similar source.

Compensation for Service Following Retirement Date. In order to retain Your services following the Retirement Date, effective as of the Retirement Date, You shall be entitled to participate in the AHR Director Compensation Program, as approved by the Board and amended from time to time (the “Director Program”), including cash retainer payments and equity incentive retainer awards; provided, however, that You shall not be awarded any equity incentive retainer awards under the Director Program until AHR’s annual meeting of stockholders to be held in the year 2023, but shall be eligible to receive a prorated portion of the cash retainer payments for the period between the Retirement Date and the date of AHR’s annual meeting of stockholders to be held in the year 2023.

5. Continuation of Director Services. You shall continue as a member of the Board, subject to Your election to the Board at the annual stockholders meeting pursuant to the terms and procedures set forth in the AHR organizational documents.

6. Confidentiality. You recognize and acknowledge that the business interests of the AHR Group require a confidential relationship between the AHR Group and You and the fullest protection and confidential treatment of the financial data, customer information, supplier information, market information, marketing and/or promotional techniques and methods, pricing information, purchase information, sales policies, employee lists, policy and procedure

information, records, advertising information, computer records, trade secrets, know-how, plans and programs, sources of supply and other knowledge of the business of the AHR Group (all of which are hereinafter jointly termed “Confidential Information”) which have or may in whole or in part be conceived, learned or obtained by You in the course of Your employment with the AHR Group prior to the Retirement Date and continued service as member of the Board following the Retirement Date. Accordingly, You agree to keep secret and treat as confidential all Confidential Information whether or not copyrightable or patentable, and agree not to knowingly use or aid others in learning of or using any Confidential Information except in the ordinary course of business and in furtherance of the interests of the AHR Group. During the period You remain a member of the Board and at all times thereafter, except insofar as You believe in good faith that disclosure is consistent with the AHR Group’s business interests:

(e) You will not knowingly disclose any Confidential Information to anyone outside the AHR Group;

(f) You will not make copies of or otherwise knowingly disclose the contents of documents containing or constituting Confidential Information;

(g) As to documents which are delivered to You or which are made available to You as a necessary part of Your working relationships and duties within the business of the AHR Group, You will treat such documents confidentially and will treat such documents as proprietary and confidential, not to be knowingly reproduced, disclosed or used without appropriate authority of the AHR Group;

(h) You will not knowingly advise others that the information and/or know-how included in Confidential Information is known to or used by the AHR Group; and

(i) You will not in any manner knowingly disclose or use Confidential Information for Your own account and will not knowingly aid, assist or abet others in the use of Confidential Information for their account or benefit, or for the account or benefit of any person or entity other than the AHR Group.

The obligations set forth in this paragraph are in addition to any other agreements You may have with the AHR Group and any and all rights the AHR Group may have under state or federal statutes or common law. Anything herein to the contrary notwithstanding, the provisions of this section shall not apply (i) when disclosure is required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with actual or apparent jurisdiction to order You to disclose or make accessible any information, (ii) with respect to any other litigation, arbitration or mediation involving this Agreement or other agreement between You and the AHR Group, including, but not limited to, the enforcement of any such agreement, (iii) as to information that becomes generally known to the public or within the relevant trade or industry other than due to Your violation of this section, or (iv) as to information that is or becomes available to You on a non-confidential basis from a source which is entitled to disclose it to You.

7. Release. In consideration of the benefits provided in this Agreement, effective as of the date hereof, You hereby forever fully and irrevocably release and discharge the AHR Group (and each of their respective successors and assigns, stockholders, members, managers, directors, officers, employees, agents, and other representatives) from any and all actions, suits, claims, demands, debts, agreements, obligations, promises, judgments, or liabilities of any kind whatsoever in law or equity and causes of action of every kind and nature (including, claims for damages, costs, expense, and attorneys' fees and expenses), in each case arising out of or related to Your employment with the AHR Group, whether known or unknown, suspected or unsuspected or unanticipated or anticipated, including (without limitation) all claims related to any long term incentive arrangements with the AHR Group. Notwithstanding anything herein to the contrary, the foregoing release does not include, nor shall there be, any release or discharge of (i) Your rights, if any, with respect to salaries, compensation, and reimbursable expenses that are payable to You and have accrued during the current payroll period or work period in the ordinary course, (ii) Your vested rights, if any, under any benefit plan of the AHR Group, and (iii) any right You may have to indemnification or advancement of expenses in accordance with law or under any organizational documents of the AHR Group or their directors' and officers' liability insurance coverage or any written contract between You and the AHR Group, and nothing in this release shall be construed to prohibit You from engaging in any protected or concerted activity, or filing a complaint or charge with, or participating in any investigation or proceeding conducted by, any federal, state or local government agency in connection with Your employment with the AHR Group. You understand the meaning and effect of Section 1542 of the Civil Code of the State of California, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." You hereby (a) represent, warrant and acknowledge that You have been fully advised by Your attorney of the contents of Section 1542 of the Civil Code of the State of California and understand the implications thereof and (b) expressly waive the benefits of Section 1542 of the Civil Code of the State of California and any rights that You may have thereunder.

8. Severability. Should a court of competent jurisdiction determine that any section or sub-section of this Agreement is unenforceable because one or all of them are vague or overly broad, the parties agree that this Agreement may and shall be enforced to the maximum extent permitted by law. It is the intent of the parties that each section and sub-section of this Agreement be a separate and distinct promise and that unenforceability of any one subsection shall have no effect on the enforceability of another.

9. Other Agreements. Unless specifically provided herein, this Agreement contains all of the understandings and representations between You and the AHR Group pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter, including, without limitation, the Prior Agreement.

10. Withholding. All payments required to be made by the AHR Group hereunder to You or Your dependents, beneficiaries, or estate will be subject to the withholding of such amounts relating to tax and/or other payroll deductions, if required by applicable law.

11. Modification and Waiver. This Agreement may not be changed or terminated orally, nor shall any change, termination or attempted waiver of any of the provisions contained in this Agreement be binding unless in writing and signed by the party against whom the same is sought to be enforced, nor shall this section itself be waived verbally. This Agreement may be amended only by a written instrument duly executed by or on behalf of the parties hereto.

12. Construction of Agreement. This Agreement and all of its provisions were subject to negotiation and shall not be construed more strictly against one party than against another party regardless of which party drafted any particular provision.

13. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, as applied to contracts entered into solely between residents of, and to be performed entirely in, such state, without giving effect to conflict of laws principles. The parties hereto do hereby irrevocably submit to the jurisdiction of any state or federal court located in the State of Maryland, and solely in respect of the interpretation and enforcement of the provisions of this Agreement, waive and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit, or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined exclusively in such a state or federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute.

14. Headings. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall in no way affect the interpretation of any of the terms or conditions of this Agreement.

15. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Section 409A. The intent of the parties is that payments and benefits under this Agreement be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended, to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith and each of the parties shall report the payments and benefits under this Agreement as exempt from or compliant with Section 409A of the Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

American Healthcare REIT, Inc.

By: /s/ Danny Prosky

Name: Danny Prosky

Title Chief Executive Officer and President

American Healthcare Opps Holdings, LLC

By: /s/ Danny Prosky

Name: Danny Prosky

Title Chief Executive Officer and President

By: /s/ Mathieu Streiff

Name: Mathieu Streiff

American Healthcare REIT, Inc.
18191 Von Karman Avenue, Suite 300
Irvine, CA 92612
(949) 270-9200

July 14, 2022

Gabriel M. Willhite
18191 Von Karman Ave., Suite 300
Irvine, CA 92612

Re: Terms of Employment Following Transition to Chief Operating Officer

Dear Gabriel:

American Healthcare REIT, Inc., a Maryland corporation (the “Company”), is pleased to confirm your transition to Chief Operating Officer effective August 1, 2022. This letter embodies the terms of employment applicable to you upon beginning your new role, and supersedes all prior employment agreements or offer letters between you and the Company or any of its affiliates or subsidiaries, including, without limitation, the offer letter provided to you dated October 1, 2021, except as provided herein.

You will initially report to the Chief Executive Officer (“CEO”) of the Company and shall perform such duties as are normally associated with your position and such duties as are assigned to you from time to time, subject to the oversight and direction of the CEO or his or her designee. This is a full-time, exempt position and, during the term of your employment with the Company, you will devote your best efforts and substantially all of your business time and attention to the business of the Company.

Your initial salary will be at the rate of \$17,708.33 semi-monthly, which equates to \$425,000 on an annualized basis, payable subject to standard federal and state payroll withholding requirements in accordance with the Company’s standard payroll practices. Your new annual salary will be pro-rated for the year 2022 to reflect your transition date. Your base salary is subject to review and adjustment by the Company in its sole discretion. As a salaried, exempt employee, you will be expected to work your normal business hours and additional hours as required by your job duties, and you will not be paid overtime pay.

You will also be eligible to earn, each calendar year during your employment, an annual cash performance bonus (“Annual Bonus”), as described below, subject to your continuous employment with the Company until December 31st of the calendar year to which the Annual Bonus relates, and your employment not being terminated by the Company for Cause (as defined in the American Healthcare Opps Holdings, LLC Executive Severance and Change in Control Plan (the “Executive Severance Plan”)) prior to payment of the Annual Bonus. Your target Annual Bonus opportunity will be 100% of your annualized base salary (such target Annual Bonus opportunity, the “Target Bonus”) as set forth in this letter without adjustment for proration

for the year 2022. For the avoidance of doubt, any Annual Bonus payable with respect to the year ending December 31, 2022 shall be calculated based solely on your annualized base salary pursuant to this offer letter and shall not be based on your salary pursuant to the prior offer letter provided to you dated October 1, 2021. The actual amount of your Annual Bonus earned may be equal to, greater than, or less than the Target Bonus, depending on the degree of achievement of performance objectives established by the Board of Directors of the Company (the “Board”) or a committee thereof. Unless otherwise determined by the Board or a committee thereof, the performance goals for your Annual Bonus will be based 70% on corporate performance and 30% on individual performance, with the corporate performance goals to include modified funds from operations (“MFFO”) per share growth, net debt to EBITDA, and same-property NOI growth, or such similar goals as determined by the Board or a committee thereof. The Board or a committee thereof shall determine the extent to which the corporate and individual goals have been achieved and the actual amount of the Annual Bonus, which may be below the Target Bonus if the actual performance level is below the target performance and may be above the Target Bonus if the actual performance level is above the target performance, with the threshold payout equal to 50% of the Target Bonus and a maximum payout equal to 150% of the Target Bonus, and achievement between performance levels being determined by linear interpolation. Performance goals, weightings and other terms applicable to the Annual Bonus will be determined by the Board or a committee thereof, provided that your Target Bonus will be no less than the amount specified above. Any Annual Bonus shall be subject to the terms of the applicable incentive compensation plan adopted by the Board. Any Annual Bonus earned in a calendar year will be paid on or before March 15th of the next calendar year, unless otherwise stated in an incentive compensation plan adopted by the Board.

Additionally, beginning in 2023, you will be eligible to receive equity-based incentive awards relating to Company common stock, with a grant date value equal to not less than \$850,000 (with the grant date value of performance awards based on the grant date value of shares that would be earned assuming target performance goals were achieved), with 25% of such amount consisting of performance-based restricted stock units (the “PBRsUs”) and 75% of such amount consisting of time-based restricted stock (the “TBRs”). Subject to your continuous employment with the Company on each such vesting date, the TBRs will vest annually (1/3 each year) on each annual anniversary of the date of grant and the PBRsUs will cliff vest in the first quarter of 2026 with the amount of the PBRsUs that vest based on the Company’s relative MFFO per share ranking vs. a peer group’s average MFFO per share over the three-calendar year period ending December 31, 2025, and with achievement of threshold level performance resulting in 50% of target award being earned, target performance resulting in 100% of the target award being earned, maximum performance resulting in 200% of target award being earned and achievement between threshold and target or target and maximum being determined by linear interpolation. The threshold, target and maximum levels of the Company’s MFFO per share relative to the peer group for the PBRsUs will be -250 bps, 0 bps and +250 bps, respectively. The PBRsUs and TBRs are subject to earlier vesting pursuant to the terms of the equity plan pursuant to which the awards are granted. Any tax withholding obligations relating to the PBRsUs and TBRs will be satisfied via net settlement or share repurchase whereby shares having a value equal to the amount required to be withheld, which shares would otherwise be issued to or retained by you in connection with settlement or vesting of the award, will be retained or repurchased by the Company and the

Company will directly remit the related tax withholding amounts to the applicable taxing authorities. Subject to the approval of the Board or a committee thereof, you will also be entitled to receive, in each subsequent calendar year that you remain employed by the Company or an affiliate, additional long-term equity-based incentive awards. The terms of any such additional awards will be determined by the Board or a committee thereof, provided that the grant date fair value of such awards will not be less than \$850,000. All such awards shall be subject to all terms, vesting schedules and other provisions set forth in the equity plan and in separate award agreements pursuant to which the awards are granted, provided that the PBRsUs and TBRS shall contain terms consistent with the terms specified above and any future awards will provide for satisfaction of applicable tax withholding obligations via net settlement or share repurchase as described above.

You will also be eligible to participate in the Executive Severance Plan, subject to the terms of such plan.

You will be eligible to participate on the same basis as similarly situated employees in the Company's other benefit plans in effect from time to time during your employment, subject to eligibility terms for coverage or benefits as determined in accordance with the provisions of such benefit plans. The Company reserves the right to change, alter, or terminate any benefit plan in its sole discretion.

As an employee of the Company, you will be subject to such practices, procedures and policies as the Company may adopt or modify from time to time. In addition, your employment is contingent upon satisfactory proof of your right to work in the United States. You agree to assist as needed and to complete any documentation at the Company's request to meet these conditions.

You agree to hold the Company's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties, except as such disclosure may be required in connection with your work for the Company or authorized in writing by an officer of the Company. You also agree not to use any of the Company's Confidential Information for any purpose other than as necessary to perform your duties and responsibilities on behalf of the Company. "Confidential Information" as used herein shall mean all information that is not generally known in the Company's trade or industry and that is disclosed by either the Company or its affiliates or subsidiaries to you or otherwise obtained by you during your employment with the Company. Notwithstanding the foregoing, "Confidential Information" does not include (i) information that is or becomes generally known to the public through lawful means and through no fault of your own; (ii) information that was part of your general knowledge prior to the initial disclosure of the information to you by any person under a duty of confidentiality; or (iii) information that is disclosed to you without restriction by a third party who rightfully possesses the information and is under no duty of confidentiality. All Confidential Information is the sole and exclusive property of the Company or its designee. Upon request by the Company, you agree to promptly return the original and any copies of such Confidential Information. Nothing herein precludes you from (a) reporting possible violations of federal securities laws to the appropriate

government enforcing agency and making such other disclosures that are expressly protected under such laws, or (b) responding to inquiries from, or otherwise cooperating with, any governmental or regulatory investigation. Additionally, pursuant to the Defend Trade Secrets Act of 2016, you acknowledge that you shall not have criminal or civil liability under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and may use the trade secret information in the court proceeding, if you (X) file any document containing the trade secret under seal; and (Y) do not disclose the trade secret, except pursuant to court order.

Your employment relationship with the Company is at-will. You may terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate your employment at any time, with or without cause or advance notice. Your employment at-will status can only be modified in a written agreement signed by you and an authorized officer of the Company.

This letter forms the complete and exclusive statement of your employment agreement with the Company. It supersedes any other agreements or promises made to you by anyone whether oral or written. No term or provision of this letter may be amended, waived, released, discharged or modified except in writing, signed by you and an authorized officer of the Company.

Please sign and date this letter and return it to me by July 22, 2022, if you wish to accept this new position at the Company effective as of August 1, 2022.

We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

/s/ Danny Prosky

Danny Prosky, Chief Executive Officer and President

Accepted by:

/s/ Gabriel M. Willhite

Gabriel M. Willhite

July 14, 2022

Date



Contact: Damon Elder
Spotlight Marketing Communications
(949) 427-1377
damon@spotlightmarcom.com

American Healthcare REIT Promotes Gabriel Willhite to Chief Operating Officer

IRVINE, Calif. (July 18, 2022) – [American Healthcare REIT, Inc.](#), a self-managed, publicly registered, real estate investment trust, announced today the promotion of Gabriel M. Willhite to chief operating officer.

“Over the past six years, Gabe has consistently displayed a keen acumen for navigating complex transactional and operational matters for the company, making him an invaluable member of our executive management team,” said Danny Prosky, president and chief executive officer of American Healthcare REIT. “He combines a skill set that encompasses healthcare real estate operations, real estate transactions and legal judgment that makes him an important member of our management team and central to our effort to drive ever-greater value to our stockholders and other key partners.”

Willhite has been involved with the company since its inception, having joined American Healthcare Investors, the company's former sponsor and one of the entities that comprised the tri-party transaction that formed American Healthcare REIT, in 2016 as senior vice president, assistant general counsel before being named executive vice president, general counsel in 2020, and subsequently being appointed as executive vice president, general counsel of the newly formed American Healthcare REIT in 2021. He has been involved in the management and oversight of the company's largest investments and transactions, including serving on the board of Trilogy Investors since 2020 and negotiating the transaction that formed American Healthcare REIT in 2021. Prior to his involvement with the company, Willhite served as legal counsel for Sabal Financial Group, L.P., where he was responsible for overseeing portfolio acquisitions, financings, joint ventures, dispositions and strategic workout transactions. He previously worked as an associate in the transactional practice group of Greenberg Traurig, LLP.

Willhite earned a bachelor's degree in political science and communication from the University of Southern California, and a juris doctorate from the University of Minnesota Law School. He is a member of the California State Bar Association.

Willhite replaces Mathieu B. Streiff as chief operating officer. Streiff will continue with the company as an executive vice president for the remainder of 2022 before stepping down as an executive of American Healthcare REIT on January 1, 2023. Streiff, a co-founder of American Healthcare Investors, will continue as a member of the company's board of directors.

About American Healthcare REIT, Inc.

American Healthcare REIT, Inc., a self-managed, publicly registered, healthcare real estate investment trust, owns and manages a diverse portfolio of healthcare real estate assets totaling approximately 19.5 million square feet as of March 31, 2022, with a gross investment value of approximately \$4.2 billion as of March 31, 2022. As of March 31, 2022, this international portfolio includes 313 buildings comprised of medical office buildings, senior housing communities, skilled nursing facilities, and other real estate-related investments across 36 states and the United Kingdom. For more information, please visit www.AmericanHealthcareREIT.com.

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