



**Griffin Capital Qualified Opportunity Zone Fund II, L.P.  
Transfer and Assignment of Interest Application**

**Instructions**

**Initial Investor Review**

Please be sure to properly complete the Griffin Capital Qualified Opportunity Zone Fund II, L.P. (the "Fund") Transfer and Assignment of Interest Application and to ensure that all information contained herein is correct. Individuals must sign in their appropriate capacity such as executor, trustee, or survivor.

Griffin Capital Qualified Opportunity Zone Fund II, L.P. strongly encourages all potential Transferors and Transferees to independently obtain advice from their legal counsel and/or tax professional as to what effect a transfer may have on their individual tax situations.

**Required Documents**

In order for Griffin Capital Private Equity, LLC ("GCPE") to process a Transfer and Assignment of Interest Application, GCPE requires receipt of the following:

**Transferor Required Documentation**

All transfers require the completed and executed Transfer and Assignment of Interest package, inclusive of Medallion Signature Guarantees on behalf of both the transferor and transferee.

**Documents Required to Re-Register Through Custodian:**

The completed and signed Transfer and Assignment of Interest package must be signed and approved by the custodian with a Medallion Signature Guarantee.

**Documents Required to Evidence a Name Change:**

A certified copy of a government document evidencing the name change, i.e. marriage certificate, civil partnership certificate, court order, or adoption certificate.

**Documents Required to Add Additional Owner Due to Marriage or Civil Partnership:**

A certified copy of the marriage certificate or civil partnership certificate.

**Documents Required for Estate Planning Transfers:**

A copy of the Trust Agreement or, at a minimum, a copy of the cover page and executed signature pages of the trust agreement along with the pages detailing the name(s) of the Grantor(s), Trustee(s), Beneficiary(ies), and powers of the Trustee(s).

**Documents Required for Conveyance of the Limited Partnership Interest Due to Death:**

1. A certified copy of decedent's death certificate, electronic or hard copy.
2. Letters of office appointing executor of the estate.

**Documents Required for Conveyance of the Limited Partnership Interest by Gift:**

1. For limited partnership interest ownership certificates in an entity's name, please provide a copy of the corporate resolution authorizing the gift dated within six (6) months of the proposed transfer date.
2. For limited partnership interest ownership certificates in the donor's name, please provide a letter of authorization signed by the donor stating the beneficial ownership interest is to be gifted. The letter must state the name of the individual who should receive the gift and the letter must be notarized.

**Transferee Required Documentation**

All transfers require the completed and executed Transfer and Assignment of Interest package, inclusive of Medallion Signature Guarantees on behalf of both the transferor and transferee, and a completed and executed Investor Questionnaire, attached herein.

For a proposed transferee which is an entity (corporation, limited liability company, partnership, etc.), please provide the following (as applicable):

- (i) Corporate bylaws
- (ii) Limited liability company operating agreement
- (iii) Partnership agreement
- (iv) Resolution authorizing the acceptance of the limited partnership interest
- (v) Certificate of formation and certificate of good standing in the entity's state of formation

For a proposed transferee which is a trust, please provide the following:

- (i) Trust Agreement, or at a minimum, a copy of the cover page and executed signature pages of the trust agreement along with the pages detailing the name(s) of the Grantor(s), Trustee(s), Beneficiary(ies) and powers of the Trustee(s).
- (ii) Trust certification

**Document Submission Procedures**

The Transfer and Assignment of Interest Application and all required documents to process a Transfer and Assignment of Interest may be submitted to GCPE by any one of the following procedures:

1. Upload securely at [GriffinCapital.com/QOZFII](http://GriffinCapital.com/QOZFII) (preferred and most secure)
2. eFax to Griffin Capital Investor Relations at (310) 526-0159.
4. Mail directly to:

NES Financial  
Attention: Investor Relations  
1099 Hingham Street, Suite 200  
Rockland, MA 02370



**Griffin Capital Qualified Opportunity Zone Fund II, L.P.**  
**TRANSFER AND ASSIGNMENT OF INTEREST**

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The Transferee hereby represents and warrants to the Fund as follows:

1. Transferee has received a copy of the Fund's Confidential Private Placement Memorandum as supplemented (the "Memorandum").
2. Transferee understands that the assignability and transferability of limited partnership interest will be governed by the current Amended and Restated Limited Partnership Agreement, as amended, of the Fund and all applicable laws as described in the Memorandum, and Transferee has adequate means of providing for his, her or its current needs and personal contingencies and has no need for liquidity in this investment.
3. Transferee understands that the limited partnership interest is subject to transfer restrictions as set forth in the current Amended and Restated Limited Partnership Agreement, as amended, of the Fund. Transferee has not acquired the limited partnership interest in violation of the Fund's transfer restrictions as set forth in the current Amended and Restated Limited Partnership Agreement, as amended, of the Fund.
4. Transferee has reached the age of majority in his or her state of residence and is experienced in real estate investment and business matters.
5. Transferee acknowledges that (a) the Fund is required by law to obtain, verify and record certain personal information from Transferee or persons on Transferee's behalf in order to establish the account, including name, date of birth, permanent residential address and social security/taxpayer identification number; (b) if Transferee does not provide the information, the Fund may not be able to open Transferee's account; (c) by signing this Transfer and Assignment, Transferee agrees to provide this information and confirm that this information is true and correct; and (d) if the Fund is unable to verify Transferee's identity, or that of another person(s) authorized to act on Transferee's behalf, or if the Fund believes it has identified potentially criminal activity, the Fund reserves the right to take action as it deems appropriate, which may include closing Transferee's account.
6. Transferee is aware that there is no public market for the limited partnership interest, and accordingly, the investment in the Fund is not liquid.
7. If Transferee is acting in a representative capacity for a corporation, trust, or other entity, or as agent for any person or entity, Transferee has full authority to execute this Transfer and Assignment of Interest Application in such capacity.
8. Transferor hereby constitutes and appoints the General Partner of the Fund as Transferor's attorney in fact to transfer the said limited partnership interest on the books of the Fund to Transferee with full power of substitution. The foregoing grant of authority (a) is a special power of attorney and coupled with an interest, and (b) is irrevocable and shall survive Transferee's death, dissolution or disability.
9. Transferee understands that (a) Transferee will not be admitted as a Limited Partner until a transfer has been consented to in writing and accepted by the General Partner, which consent may be withheld in the General Partner's sole and absolute discretion; (b) the acceptance process includes, but is not limited to, reviewing this Transfer and Assignment for completeness and signatures; the receipt by the General Partner, at the expense of Transferor or Transferee, of an opinion of counsel that neither the offer to transfer nor the transfer

of limited partnership interest will violate any federal or state securities laws; filing with the Fund a duly executed and acknowledged counterpart of this Transfer and Assignment of Interest Application; and the execution and provision by Transferor and Transferee of such certificates and other documents and performance of such acts as the General Partner deems necessary to preserve the limited partnership status of the Fund under the laws of the jurisdictions in which the Fund is doing business, to preserve the federal tax status of the Fund as a limited partnership rather than as an association or publicly traded limited partnership, to prevent the termination of the Fund for federal tax purposes, to prevent the assets of the Fund from being characterized as "plan assets" under the Employee Retirement Income Security Act of 1974, as amended, to preserve the status of the original or subsequent sale of limited partnership interest being transferred under the private offering exemption of the Securities Act, or any similar state exemption, and to evidence the agreement of Transferee to be bound by the terms and provisions of the current Amended and Restated Limited Partnership Agreement, as amended, of the Fund; and (c) by becoming a Limited Partner of the Fund, Transferee hereby accepts all of the terms and provisions of the current Amended and Restated Limited Partnership Agreement, as amended, of the Fund. The Transferor and/or Transferee may be responsible for any legal fees associated with this process should they be incurred.

10. Transferor hereby represents that the transfer of limited partnership interest evidenced hereby is being made in accordance with all applicable laws and regulations.
11. Transferee understands the meaning and legal consequences of the representations and warranties set forth above, and Transferee agrees to indemnify and hold harmless the Fund from and against any and all loss, damage, claim, expense or liability (including, without limitation, court costs and attorneys fees and expenses) due to, or arising out of, a breach of representation or warranty of Transferee contained in this Transfer and Assignment of Interest Application. Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by Transferee, Transferee does not thereby or in any other manner waive any rights granted to him, her or it under federal or state securities law.
12. Under penalties of perjury, Transferee certifies (a) that the number shown on this Transfer and Assignment of Interest Application is his, her or its correct taxpayer identification number, (b) that Transferee is not subject to backup withholding either because he, she or it has not been notified that he, she or it is subject to backup withholding as a result of a failure to report all interest or dividends, or because the Internal Revenue Service has notified Transferee that he, she or it is no longer subject to backup withholding under Section 3406(a)(1)(C) and (c) that Transferee is a U.S. person (including a U.S. resident alien), unless Transferee has otherwise indicated in Section 2 of the Transferee Information attached hereto.

## Transferor's Information

Name of Investor/Entity/Trust: \_\_\_\_\_

Amount of Limited Partnership Interest to be Transferred: \_\_\_\_\_ Name of Primary Investor **(Required)**: \_\_\_\_\_

Social Security or Tax Identification Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name of Joint Investor **(If applicable)**: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

## Reason for Transfer (select one only):

Re-registration (name change, divorce, individual to joint, trust, etc.)

Death (Date of Death): \_\_\_\_\_

Gift (Date of Gift): \_\_\_\_\_

Other (provide details) \_\_\_\_\_

Some transfers will require additional documentation.

- Include copy of the certified death certificate
- Inheritance tax waiver may be required (see state rules)
- Affidavit of domicile may be required

## Transferor's Acknowledgement and Signature:

*By executing this Form, the transferor(s) hereby certifies and represents possession of valid title and all requisite power to assign such interests and represents and warrants that the transfer is subject to General Partner, which may be withheld in the General Partner's sole and absolute discretion, and effected hereby is made in accordance with all applicable federal and state securities law and regulation. The transferor(s) understands that the transfer is subject to the written consent of the General Partner, which may be withheld in the General Partner's sole and absolute discretion, and may be made only in compliance with the current Amended and Restated Limited Partnership Agreement as amended, of the Fund. The signature(s) on this Form must correspond with the name(s) in which the transferor(s) hold the transferred limited partnership interest.*

**All investors are required to sign and obtain a Medallion Signature Guarantee. Custodial Accounts require a Medallion Signature Guarantee or approval from the Custodian.**

\_\_\_\_\_  
Primary Transferor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Transferor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Custodian's Signature

\_\_\_\_\_  
Date

### Signature Guarantee (Required)

## Transferee's Information

Name of Investor/Entity/Trust: \_\_\_\_\_

Name of Primary Investor (Required): \_\_\_\_\_

Social Security Number or Tax Identification Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

(Check one)      U.S. Citizen      Resident Alien      Non-Resident Alien\*

Name of Joint Investor (If applicable): \_\_\_\_\_

Social Security: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

## Ownership Type:

PLEASE INCLUDE SUPPORTING ENTITY DOCUMENTATION (E.G. TRUST CERTIFICATE AND TRUST AGREEMENT, AS AMENDED; CORPORATE BYLAWS; PARTNERSHIP AGREEMENT; OPERATING AGREEMENT; RESOLUTION, AS APPLICABLE). PLEASE NOTE THAT THE DOCUMENTATION SUBMITTED **MUST INCLUDE EVIDENCING SIGNING AUTHORITY** AND SHOULD INCLUDE ANY AND ALL AMENDMENTS (TITLE AND SIGNATURE PAGES ARE SUFFICIENT).

### NON-QUALIFIED:

- ☐ Individual (If TOD, attach application)
- ☐ Joint Tenant (If TOD, attach application)
- ☐ UGMA/UTMA: State of: \_\_\_\_\_
- ☐ Tenants in Common
- ☐ Trust
- ☐ Partnership
- ☐ Corporation (select one below)
  - ☐ S-Corp (This is default option)
  - ☐ C-Corp
- ☐ Non-Profit Organization
- ☐ Other (Specify): \_\_\_\_\_

### QUALIFIED:

- ☐ Traditional (Individual) IRA
- ☐ Simple IRA
- ☐ SEP IRA
- ☐ ROTH
- ☐ Profit Sharing Plan
- ☐ Pension Plan
- ☐ KEOGH Plan

## Custodian Information:

Custodian Name: \_\_\_\_\_

Custodian Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Custodian Phone: \_\_\_\_\_ Custodian Tax ID: \_\_\_\_\_

Investor's Account Number with Custodian: \_\_\_\_\_

\*If non-resident alien, investor must submit the appropriate W-8 form in order to make an investment.

**Distribution Instructions:**

**Please note that for Qualified Plans or custodial held accounts, cash distributions can only be sent to the custodian. You must make your withdrawal election with the custodian.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Account Number with Custodian: \_\_\_\_\_

Please initial:

\_\_\_\_\_ ELECTRONIC DEPOSIT/ACH (ATTACH VOIDED CHECK) I authorize Griffin Capital Qualified Opportunity Zone Fund II, L.P. ("the Fund") or its agent to deposit my distributions in the checking or savings account identified below. This authority will remain in force until I notify the Fund or its agent in writing to cancel it. In the event that the Fund or its agent deposits funds erroneously into my account, the Fund or its agent is authorized to debit my account for an amount not to exceed the amount of the erroneous deposit.

Name of Bank or Brokerage Firm: \_\_\_\_\_ Checking Savings

Account Number: \_\_\_\_\_ ABA Routing Number: \_\_\_\_\_

## Griffin Capital Qualified Opportunity Zone Fund II, L.P. Approval Page

Name of Investor: \_\_\_\_\_

Amount of Capital Contribution: \_\_\_\_\_

### Broker Dealer Principal or RIA Principal APPROVAL

(A Principal of the Broker Dealer or RIA must approve and sign below)

By signing below, I confirm that the investment provided for herein is approved pursuant to the terms and conditions of the Soliciting Dealer Agreement for the Offering.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

B/D or RIA Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### Financial Advisor APPROVAL AND CERTIFICATION

(Financial Advisor or Registered Investment Advisor must approve, certify and sign below)

By signing below, I confirm that the investment provided for herein is approved pursuant to the terms and conditions of the Soliciting Dealer Agreement for the Offering.

The undersigned Financial Advisor hereby represents and warrants that he or she will comply with the applicable requirements of the Securities Act of 1933, as amended, and the published rules and regulations of the Securities and Exchange Commission thereunder, and applicable blue sky or other state securities laws, as well as the rules and regulations of FINRA or any other applicable regulatory authority. The undersigned further represents and warrants that he or she is not subject to any of the "Bad Actor" disqualifications described in Rule 506(d) under the Securities Act of 1933, as amended, except for such event: (1) contemplated by Rule 506(d)(2) of the Securities Act of 1933, as amended, and (2) a reasonably detailed description of which has been furnished to Griffin Capital Qualified Opportunity Zone Fund II, L.P. in writing.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

PhoneNumber: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

CC/Assistant Email Address: \_\_\_\_\_

Broker Dealer or RIA Name: \_\_\_\_\_

Internal Use Only: SDADate: \_\_\_\_\_



## Transferee's Signature and Acknowledgement:

My/our signature(s) below hereby authorizes Griffin Capital Private Equity, LLC to deposit distributions from my (our) interest in the Fund into the account at the financial institution as indicated. I further authorize the Fund to debit this account in the event that the Fund erroneously deposits additional funds to which I am not entitled, provided that such debit shall not exceed the original amount of the erroneous deposit. In the event that I withdraw funds erroneously deposited into my account before the Fund reverses such deposit, I agree that the Fund has the right to retain any future distributions that I am entitled to receive until the erroneously deposited amounts are recovered by the Fund. This authorization is to remain in full force and effect until the Fund has received written notice from me of the termination of this authorization in time to allow reasonable opportunity to act on it, or until the Fund has sent me written notice of termination of this authorization.

**SUBSTITUTE W-9: I HEREBY CERTIFY** under penalty of perjury (i) that the taxpayer identification number shown on the Transfer Agreement/Signature Page is true, correct and complete, (ii) that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or distributions, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding, and (iii) I am a U.S. person. \*NOT APPLICABLE FOR NON-RESIDENTALIENS.

*By executing this form, the transferee(s) represent that they have received and/or reviewed the Confidential Private Placement Memorandum. The transferee(s) accept and agree to be bound by the terms and conditions of the current Amended and Restated Limited Partnership Agreement, as amended.*

**All investors are required to sign and obtain a Medallion Signature Guarantee. Custodial accounts require a Medallion Signature Guarantee or approval from the Custodian.**

\_\_\_\_\_  
Primary Transferee's Signature                      Date

\_\_\_\_\_  
Joint Transferee Signature                      Date

\_\_\_\_\_  
Custodian's Signature                      Date

**Signature Guarantee (required)**



**NOTE:** Clients are responsible for consulting with their own tax advisor to determine whether they may stand to benefit from the tax advantages discussed in the offering materials.

## GRIFFIN CAPITAL QUALIFIED OPPORTUNITY ZONE FUND II, L.P. Investor Questionnaire for Re-registration

### GENERAL INFORMATION:

In order to complete the transfer of this investment, please provide the following information regarding your investment:

Name of Investor: \_\_\_\_\_

Investor's Financial Representative: \_\_\_\_\_

Investor's Investment Amount: \_\_\_\_\_

### Instructions to Investor Questionnaire

Please carefully read the current Amended and Restated Limited Partnership Agreement (the "**Partnership Agreement**") for the Fund, and the PPM and all exhibits thereto, before deciding to transfer the Interests.

This private offering of Interests is limited to Investors who each certify that he, she or it is an "accredited investor," as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), and a "qualified client" as that term is defined under the Investment Advisers Act of 1940, as amended (the "**Advisers Act**"), and meet all of the qualifications set forth in the PPM. If you meet these qualifications and desire to transfer an Interest, then please follow the instructions below to complete your subscription.

EACH INVESTOR SHOULD EXAMINE THE SUITABILITY OF THIS TYPE OF INVESTMENT IN THE CONTEXT OF ITS OWN NEEDS, INVESTMENT OBJECTIVES, AND FINANCIAL CAPABILITIES AND SHOULD MAKE ITS OWN INDEPENDENT INVESTIGATION AND DECISION AS TO SUITABILITY AND RISK. IN ADDITION, EACH PROSPECTIVE TRANSFEREE IS ENCOURAGED TO CONSULT WITH ITS ATTORNEY, ACCOUNTANT, FINANCIAL CONSULTANT, OR OTHER BUSINESS OR TAX ADVISOR REGARDING THE RISKS AND MERITS OF THE PROPOSED TRANSFER.

### INSTRUCTIONS TO INVESTORS TO TRANSFER INTERESTS:

*This packet is comprised of two parts, the Investor Questionnaire and Transfer and Assignment of Interest Form, each of which is accompanied by specific instructions. You must complete, sign, and date both parts of the Investor Questionnaire and Transfer and Assignment of Interest Form according to the instructions. Deliver the completed and signed Investor Questionnaire and Transfer and Assignment of Interest Form to your financial advisor.*

## INVESTOR QUESTIONNAIRE

### SECTION I – OWNERSHIP AND INVESTMENT INFORMATION

**A. IF THE INVESTOR IS AN INDIVIDUAL, PLEASE COMPLETE THE FOLLOWING:**

Name of Investor: \_\_\_\_\_

Name of Joint Investor (if applicable): \_\_\_\_\_

Type of Ownership: ☐ Individual Ownership ☐ Joint Tenants ☐ Tenants in Common ☐ Community Property

**Each investor must initial the statement or statements below that truthfully describe him or her:**

**1. Accredited Investor Status**

\_\_\_\_\_ I am a natural person whose individual net worth or joint net worth with that person's spouse<sup>1</sup>, exceeds \$1,000,000 at the time of purchasing the Interests; *provided*, that for purposes of calculating such net worth: (1) my primary residence shall not be included as an asset; (2) indebtedness that is secured by my primary residence, up to the estimated fair market value of the primary residence at the time of the closing of my acquisition of the Interests, shall not be included as a liability; *provided, however*, that if the amount of such indebtedness outstanding at the time of the closing of my acquisition of the Interests exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if I take out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by my primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.

\_\_\_\_\_ I am a natural person who had an individual income in excess of \$200,000 in each of the two most recent preceding full calendar years or joint income with my spouse in excess of \$300,000 in each of those years, and I have (individually or with my spouse) a reasonable expectation of reaching the same income level in the current year.

\_\_\_\_\_ I am a director, executive officer, general partner, or person serving in a similar capacity of (1) the issuer of the Interests being offered or sold; (2) Griffin Capital QOZ II, LLC (the "**General Partner**"); or (3) any of the General Partner's managing affiliates.

\_\_\_\_\_ I am an employee of (1) the Fund, the General Partner, or any of the General Partner's affiliates who in such role has participated in investment activities of the Fund or one or more other affiliated investment vehicles;

\_\_\_\_\_ I am a natural person (1) holding a Series 7, 65 or 82 license issued by the Financial Industry Regulatory Authority ("**FINRA**"); and (2) whose license remains in good standing<sup>2</sup> or (2) an unaffiliated Section 3(c)(1) or 3(c)(7) fund or any of its managing entities who, in such role, has participated in the investment activities of the Fund, in either case for at least the past 12 months in connection with my regular job duties.

<sup>1</sup> The term "spouse" includes a "spousal equivalent" which is defined as a cohabitant occupying a relationship generally equivalent to that of a spouse.

**Each investor must initial the statement or statements below that truthfully describe him or her:**

**2. Qualified Client Status**

\_\_\_\_\_ A natural person and I have a net worth (which, can include assets held jointly with a spouse) that exceeds \$2,100,000.

\_\_\_\_\_ A natural person and I have invested, or are obligating yourself hereby to invest, at least \$1,000,000 in the Fund or with the adviser.

\_\_\_\_\_ A “qualified purchaser” within the meaning of Section 2(a)(51) of the Investment Company Act [initial one statement below]:

\_\_\_\_\_ A natural person (including any person who holds a joint, community property or other similar shared ownership interest in the Fund with that person’s qualified purchaser spouse) who owns not less than \$5,000,000 in “investments.”

\_\_\_\_\_ A qualified institutional buyer as defined in paragraph (a) of Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a qualified purchaser; *provided*, that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least \$25 million in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

**After completing this page, you may proceed to Section II – Investor Information.**

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<sup>2</sup> Investors making this election must enclose with their completed Investor Questionnaire and Purchase Agreement a detailed report from FINRA’s BrokerCheck website (<https://brokercheck.finra.org/>) (i) verifying that the Investor passed a Series 7, Series 65 or Series 82 exam, and (ii) confirming that his or her license remains in good standing.

**B. IF THE INVESTOR IS A TRUST, PLEASE COMPLETE THE FOLLOWING:**

Name of Trust: \_\_\_\_\_

Trust Taxpayer Identification Number: \_\_\_\_\_

Names of Trustees: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

Please complete a Trust Certificate (Appendix A) and submit a copy of the Trust Agreement and any amendments.

Please note: If an investor is transferring Interests to a trust that is a taxpaying entity, then all trustees must complete and execute the Investor Questionnaire on behalf of the trust and all questions concerning income, assets, and accreditation will pertain to the trust. If, on the other hand, the trust is not the taxpaying entity with respect to this investment (e.g., a grantor trust), then the person paying the tax on the trust's income (the "**taxpayer**") must complete and execute the Investor Questionnaire and all questions concerning income, and assets will pertain to the taxpayer.

**Please select the appropriate type of trust below and initial accordingly.**

**Revocable Trusts: Please initial the statement or statements below that truthfully describe transferee:**

**1. Accredited Investor Status**

\_\_\_\_\_ Transferee is a revocable trust: (1) not formed for the specific purpose of acquiring the securities offered;

(2) with total assets in excess of \$5,000,000; and (3) with the power and authority to execute and comply with the terms of the Subscription Agreement.

\_\_\_\_\_ Transferee is a revocable trust in which the trustee, or co-trustee, is a bank, insurance company, registered investment company, business development company, or small investment company.

\_\_\_\_\_ Transferee is a trust in which each grantor is either:

(a) a natural person whose individual net worth or joint net worth with that person's spouse, exceeds \$1,000,000 at the time of purchasing the Interests; *provided*, that for purposes of calculating such net worth: (1) the person's primary residence shall not be included as an asset; (2) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the person's acquisition of the Interests, shall not be included as a liability; *provided, however*, that if the amount of such indebtedness outstanding at the time of the closing of the person's acquisition of the Interests exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if the person takes out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; OR

(b) a natural person who had individual income in excess of \$200,000 in each of the two most recent preceding full calendar years or joint income with their spouse in excess of \$300,000 in each of those years, and who has (individually or with their spouse) a reasonable expectation of reaching the same income level in the current year.

**Revocable Trusts: Please initial the statement or statements below that truthfully describe the transferee:**

## **2. Qualified Client Status**

\_\_\_\_\_ A company\* which does not rely on Section 3(c)(1) of the Investment Company Act to avoid being deemed an investment company, is not a small business development company as defined in Section 202(a)(22) of the Advisers Act, and is not registered or required to be registered as an investment company under the Investment Company Act **[If the Investor initialed this statement please complete either (a) or (b) of the following representations]:**

(a) Transferee hereby represents and warrants that (initial one):

\_\_\_\_\_ each of its equity owners: (i) has a net worth<sup>3</sup> (which, for a natural person, can include assets held jointly with a spouse) which exceeds \$2,100,000; or (ii) has aggregate investments of at least \$1,000,000 in the Fund or with the adviser; or (iii) is a qualified purchaser within the meaning of Section 2(a)(51)(A) of the Investment Company Act; or

\_\_\_\_\_ it has the ability to, and does, allocate charges for performance fees so that its equity owners which do not meet the thresholds set forth in 2(a)(i), (ii) or (iii) above are not charged a performance fee.

(b) Transferee hereby represents and warrants that (initial all applicable boxes):

\_\_\_\_\_ its net worth (which, for a natural person, can include assets held jointly with a spouse) exceeds \$2,100,000; or

\_\_\_\_\_ it has invested, or is obligating itself hereby to invest, at least \$1,000,000 in the Fund or with the adviser; or

\_\_\_\_\_ it is a "qualified purchaser" within the meaning of Section 2(a)(51) of the Investment Company Act.

\_\_\_\_\_ A company\* which does rely on Section 3(c)(1) of the Investment Company Act to avoid being deemed an investment company, is a small business development company as defined in Section 202(a)(22) of the Advisers Act, or is registered or required to be registered as an investment company under the Investment Company Act.

<sup>3</sup> In calculating the Transferee's net worth: (i) the Transferee's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the Transferee's primary residence, up to the estimated fair market value of the primary residence at the time of the Transferee's purchase of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the Transferee's purchase of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the Transferee's primary residence in excess of the estimated fair market value of the primary residence at the time of the Transferee's purchase of securities shall be included as a liability. In calculating the Transferee's net worth jointly with the Transferee's spouse, the Transferee's spouse's primary residence (if different from the Transferee's own) and indebtedness secured by such primary residence should be treated in a similar manner.

**[If the Investor initialed this statement please complete the following representations]:**

(c) Transferee hereby represents and warrants that (initial one):

\_\_\_\_\_ each of its equity owners: (i) has a net worth (which, for a natural person, can include assets held jointly with a spouse) which exceeds \$2,100,000; or (ii) has aggregate investments of at least \$1,000,000 in the Fund or with the adviser; or (iii) is a qualified purchaser within the meaning of Section 2(a)(51)(A) of the Investment Company Act; or

\_\_\_\_\_ it has the ability to, and does, allocate charges for performance fees so that its equity owners which do not meet the thresholds set forth in 2(a)(i), (ii) or (iii) above are not charged a performance fee.

**[Only if the transferee initialed any statement as a “qualified purchaser”, they must also complete section 3 below]**

### **3. Qualified Purchaser Status**

\_\_\_\_\_ Transferee is a revocable trust not formed for the specific purpose of acquiring the securities offered; acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in “investments.”

\_\_\_\_\_ Transferee is a qualified institutional buyer as defined in paragraph (a) of Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a qualified purchaser; *provided*, that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least \$25 million in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

\_\_\_\_\_ Transferee is a revocable trust in which each grantor is a natural person (including any person who holds a joint, community property or other similar shared ownership interest in the Fund with that person’s qualified purchaser spouse) who owns not less than \$5,000,000 in “investments.”

\_\_\_\_\_ Transferee is a revocable trust that is not covered by any of the clauses above of this Question 2 and that was not formed for the specific purpose of acquiring the securities offered; as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in the clauses above of this Question 2.

**Irrevocable Trusts: Please initial the statement below that truthfully describes the transferee:**

### **4. Accredited Investor Status**

\_\_\_\_\_ Transferee is an irrevocable trust: (1) not formed for the specific purpose of acquiring the securities offered; (2) with total assets in excess of \$5,000,000; and (3) with the power and authority to execute and comply with the terms of the Subscription Agreement.

\_\_\_\_\_ Transferee is a trust in which the trustee, or co-trustee, of the trust is a bank, insurance company, registered investment company, business development company, or small investment company.

**Irrevocable Trusts: Please initial the statement below that truthfully describes the Transferee:**

**5. Qualified Client Status**

\_\_\_\_\_ A company\* which does not rely on Section 3(c)(1) of the Investment Company Act to avoid being deemed an investment company, is not a small business development company as defined in Section 202(a)(22) of the Advisers Act, and is not registered or required to be registered as an investment company under the Investment Company Act **[If the Investor initialed this statement please complete the following representations]:**

(a) Transferee hereby represents and warrants that (initial all applicable statements):

\_\_\_\_\_ its net worth (which, for a natural person, can include assets held jointly with a spouse) exceeds \$2,100,000; or

\_\_\_\_\_ it has invested, or is obligating itself hereby to invest, at least \$1,000,000 in the Fund or with the adviser; or

\_\_\_\_\_ it is a "qualified purchaser" within the meaning of Section 2(a)(51) of the Investment Company Act.

**[Only if the transferee initialed any statement as a "qualified purchaser", they must also complete section 6 below]**

**6. Qualified Purchaser Status**

\_\_\_\_\_ Transferee is an irrevocable trust not formed for the specific purpose of acquiring the securities offered; acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in "investments."

\_\_\_\_\_ Transferee is a qualified institutional buyer as defined in paragraph (a) of Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a qualified purchaser; *provided*, that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least \$25 million in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

\*The term "qualified client" arises under the Advisers Act, by which a "company" is defined as "a corporation, a partnership, an association, a joint-stock company, a trust, or any organized group of persons, whether incorporated or not; or any receiver, trustee in a case under title 11, or similar official, or any liquidating agent for any of the foregoing, in his capacity as such."

**After completing this page, you may proceed to Section II – Investor Information.**



**C. IF THE TRANSFEREE IS AN ENTITY (CORPORATION, PARTNERSHIP, LLC, ETC.), PLEASE COMPLETE THE FOLLOWING:**

Name of Entity: \_\_\_\_\_

Entity Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Entity Taxpayer Identification Number: \_\_\_\_\_

Names of Equity Owners/Signatories: \_\_\_\_\_

Ownership Percentage (Please list names and ownership percentages of all owners below - must total 100%):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Type of Ownership: Corporation

Partnership

Limited Liability Company

Other: \_\_\_\_\_

**Entity Documentation:**

*Note that, for convenience, Appendices B-F contain sample documentation. Subject to the General Partner's approval, Investors may submit documentation in their own form rather than in the sample forms provided.*

**Corporation** - If purchasing as a **corporation**, the investor must submit the following: (1) a copy of the corporation's bylaws, with any and all amendments; (2) an Incumbency Certificate (see sample attached as Appendix B); and (3) a completed Corporate Resolution or Officer's Certificate (see sample attached as Appendix C or Appendix D, respectively).

**Partnerships** - If purchasing as a **partnership**, the investor must submit the following: (1) a copy of the investor's partnership agreement, with any and all amendments; and (2) a completed Partnership Resolution (see sample attached as Appendix E).

**Limited Liability Company** - If purchasing as a **limited liability company**, the investor must submit the following: (1) a copy of the investor's operating agreement, with any and all amendments; and (2) a completed LLC Resolution (see sample attached as Appendix F).

**Please initial the statement or statements below that truthfully describe the Investor:**

**1. Accredited Investor Status**

\_\_\_\_\_ Transferee is a corporation, a business trust, a partnership, a limited liability company, an Indian tribe, a labor union, a governmental body or fund, or an entity organized under the laws of a country other than the United States of America: (1) not formed for the specific purpose of acquiring the securities offered; (2) with total assets in excess of \$5,000,000; and (3) with the power and authority to execute and comply with the terms of this Investor Questionnaire and Subscription Agreement.

\_\_\_\_\_ Transferee is any of the following: (1) a bank or savings and loan association or other institution acting in its individual or fiduciary capacity; (2) a broker or dealer; (3) an insurance company; (4) an investment company or a business development company under the Investment Company Act of 1940; (5) a private business development company under the Investment Advisers Act of 1940; or (6) a Small Business Investment Company licensed by the U.S. Small Business Administration.

\_\_\_\_\_ Transferee is an entity in which all the equity owners are either:

(a) natural persons whose individual net worth or joint net worth with that person's spouse, exceeds \$1,000,000 at the time of purchasing the Interests; *provided*, that for purposes of calculating such net worth: (1) the person's primary residence shall not be included as an asset; (2) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the person's acquisition of the Interests, shall not be included as a liability; *provided, however*, that if the amount of such indebtedness outstanding at the time of the closing of the person's acquisition of the Interests exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if the person takes out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness shall be included as a liability; and (3) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; OR

(b) natural persons who had individual income in excess of \$200,000 in each of the two most recent preceding full calendar years or joint income with their spouse in excess of \$300,000 in each of those years, and who have (individually or with their spouse) a reasonable expectation of reaching the same income level in the current year.

\_\_\_\_\_ Transferee is either (1) registered with the United States Securities and Exchange Commission as an investment adviser or an exempt reporting adviser under Section 203 of the Investment Advisers Act of 1940, as amended; or (2) registered as an investment adviser or equivalent under the laws of any state of the United States of America.

\_\_\_\_\_ Transferee is a "rural business investment company" as defined in Section 384A of the Consolidated Farm and Rural Development Act, as amended.

\_\_\_\_\_ Transferee is a "family office" or "family client" (each as defined in Rule 202(a)(11)(G)-1 of the Investment Advisers Act of 1940, as amended) that (1) has at least \$5,000,000 in assets under management; (2) was not formed for the specific purpose of acquiring the securities offered; and (3) is directed by a person who has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of purchasing Interests.

**Please initial the statement or statements below that truthfully describe the Transferee:**

**2. Qualified Client Status**

\_\_\_\_\_ A company which does not rely on Section 3(c)(1) of the Investment Company Act to avoid being deemed an investment company, is not a small business development company as defined in Section 202(a)(22) of the Advisers Act, and is not registered or required to be registered as an investment company under the Investment Company Act **[If the Transferee initialed this statement please complete the following representations]:**

- (a) Transferee hereby represents and warrants that (initial one):

\_\_\_\_\_ each of its equity owners: (i) has a net worth<sup>4</sup> (which, for a natural person, can include assets held jointly with a spouse) which exceeds \$2,100,000; or (ii) has aggregate investments of at least \$1,000,000 in the Fund; or (iii) is a qualified purchaser within the meaning of Section 2(a)(51)(A) of the Investment Company Act; or

\_\_\_\_\_ it has the ability to, and does, allocate charges for performance fees so that its equity owners which do not meet the thresholds set forth in 2(a)(i), (ii) or (iii) above are not charged a performance fee.

- (b) Transferee hereby represents and warrants that (initial applicable boxes):

\_\_\_\_\_ its net worth (which, for a natural person, can include assets held jointly with a spouse) exceeds \$2,100,000; or

\_\_\_\_\_ it has invested, or is obligating itself hereby to invest, at least \$1,000,000 in the Fund or with the adviser; or

\_\_\_\_\_ it is a "qualified purchaser" within the meaning of Section 2(a)(51) of the Investment Company Act.

\_\_\_\_\_ A company which does rely on Section 3(c)(1) of the Investment Company Act to avoid being deemed an investment company, is a small business development company as defined in Section 202(a)(22) of the Advisers Act, or is registered or required to be registered as an investment company under the Investment Company Act. **[If the Transferee initialed this statement please complete the following representations]:**

- (c) Transferee hereby represents and warrants that (initial one):

\_\_\_\_\_ each of its equity owners: (i) has a net worth (which, for a natural person, can include assets held jointly with a spouse) which exceeds \$2,100,000; or (ii) has aggregate investments of at least \$1,000,000 in the Fund or the adviser; or (iii) is a qualified purchaser within the meaning of Section 2(a)(51)(A) of the Investment Company Act; or

<sup>4</sup> In calculating the Transferee's net worth: (i) the Transferee's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the Transferee's primary residence, up to the estimated fair market value of the primary residence at the time of the Transferee's purchase of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the Transferee's purchase of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the Transferee's primary residence in excess of the estimated fair market value of the primary residence at the time of the Transferee's purchase of securities shall be included as a liability. In calculating the Transferee's net worth jointly with the Transferee's spouse, the Transferee's spouse's primary residence (if different from the Transferee's own) and indebtedness secured by such primary residence should be treated in a similar manner.

\_\_\_\_\_ it has the ability to, and does, allocate charges for performance fees so that its equity owners which do not meet the thresholds set forth in 2(a)(i), (ii) or (iii) above are not charged a performance fee.

**[Only if the Transferee initialed any statement as a “qualified purchaser”, they must also complete section 3 below]**

**3. Qualified Purchaser Status**

\_\_\_\_\_ Transferee is an entity that: (i) was not formed for the specific purpose of investing in the Fund; (ii) owns not less than \$5,000,000 in “investments,” and (iii) is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons (including former spouses), the estates of such persons, or foundations, charitable organizations or trusts established by or for the benefit of such persons (a “**Family Company**”).

\_\_\_\_\_ Transferee is an entity not formed for the specific purpose of acquiring the securities offered; acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in “investments.”

\_\_\_\_\_ Transferee is a qualified institutional buyer as defined in paragraph (a) of Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a qualified purchaser; *provided*, that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least \$25 million in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

\_\_\_\_\_ Transferee is an entity, each beneficial owner of the securities of which is a qualified purchaser.

**After completing this page, you may proceed to Section II – Investor Information.**

## SECTION II – INVESTOR INFORMATION

**INVESTOR #1 (SPOUSE #1, TRUSTEE #1, EQUITY OWNER #1, ETC.)**

Salutation:	Mr.	Ms.	Mrs.
Name:			
Date of Birth:			
Social Security No.:			
Home Address:			
City / State / Zip:			
Mailing Address:			
City / State / Zip:			
Phone No.:			
E-mail Address:			
Country of Residence:			

**INVESTOR #2 (SPOUSE #2, TRUSTEE #2, EQUITY OWNER #2, ETC.)**

Salutation:	Mr.	Ms.	Mrs.
Name:			
Date of Birth:			
Social Sec. No.:			
Home Address:			
City / State / Zip:			
Phone No.:			
E-mail Address:			
Country of Residence:			

**Please provide additional pages as necessary to complete this Section II for all equity owners.**

## SECTION IV – SUBSTITUTE W-9 AND TAX REPORTING INSTRUCTIONS

### TO BE COMPLETED BY INDIVIDUAL/ENTITY FOR WHICH INFORMATION WILL BE REPORTED TO THE IRS.

THE UNDERSIGNED CERTIFIES under penalties of perjury that: (1) the taxpayer identification number shown below is true, correct, and complete; (2) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or distributions, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding; (3) I am a U.S. person (including Resident Alien); and (4) I am exempt from Foreign Account Tax Compliance Act (“**FATCA**”) reporting.

Taxpayer Identification No.: \_\_\_\_\_

Signature of Investor: \_\_\_\_\_ Date: \_\_\_\_\_

The investor information listed in “Section II – Investor Information” will appear on the Internal Revenue Service Form 1040, Schedule K-1 issued by the Fund.

If the Transferee is an entity with multiple members, partners, or other interest holders and the Schedule K-1 should be issued to a single person or entity, please identify that person or entity and the respective Social Security Number (SSN) or the Federal Tax ID Number (FEIN), respectively, on the line below:

If the Transferee is an entity with multiple members, partners, or other interest holders and the Schedule K-1s should be issued to multiple persons or entities, please provide the name, SSN or FEIN, and allocated percentage for each recipient in the table below:

<u>Investor Name</u>	<u>SSN or FEIN</u>	<u>Allocated Percentage</u>

**SIGNATURE PAGE TO INVESTOR QUESTIONNAIRE**  
**ALL AUTHORIZED PERSONS MUST SIGN**

I (we) acknowledge and agree to all representations and warranties contained in this Investor Questionnaire.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*(Date must be completed.)*

**If a natural person:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

*(If Joint Ownership: to be signed by joint owner.)*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**If not a natural person:**

Name of  
Trust/Entity \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**ALL AUTHORIZED PERSONS MUST SIGN**

**SIGNATURE PAGE TO THE PARTNERSHIP AGREEMENT OF  
GRIFFIN CAPITAL QUALIFIED OPPORTUNITY ZONE FUND II, L.P.**

The undersigned has received and reviewed, with assistance from such legal, tax, investment, and other advisors as the undersigned has deemed appropriate, the current Amended and Restated Limited Partnership Agreement, as amended, of the Fund (the "**Partnership Agreement**"), as may be further amended, restated, or otherwise modified from time to time, and hereby covenants and agrees to be bound by the Partnership Agreement.

**ON BEHALF OF OR BY INDIVIDUAL INVESTOR(S):**

\_\_\_\_\_  
Signature Investor #1

\_\_\_\_\_  
Signature Investor #2

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Signature Investor #3

\_\_\_\_\_  
Signature Investor #4

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

**ON BEHALF OF OR BY OTHER ENTITY (trust, corporation, partnership, limited liability company):**

NAME OF TRUST/ENTITY: \_\_\_\_\_

\_\_\_\_\_  
Signature of Trustee / Equity Owner

\_\_\_\_\_  
Signature of Trustee / Equity Owner

\_\_\_\_\_  
Please Print Name / Title

\_\_\_\_\_  
Please Print Name / Title

\_\_\_\_\_  
Signature of Trustee / Equity Owner

\_\_\_\_\_  
Signature of Trustee / Equity Owner

\_\_\_\_\_  
Please Print Name / Title

\_\_\_\_\_  
Please Print Name / Title



## APPENDIX A – TRUST CERTIFICATE

**Note: To be completed only by those investors investing through a trust.**

1. The name of the Trust to which this Certificate applies is:

---

2. The date of the Trust Agreement is:

---

3. The date of the last amendment to the Trust Agreement (if any) is:

---

4. The grantor(s) or testator(s) of the Trust is/are:

---

5. The Fund has the authority to accept orders and other instructions relative to the Trust account from designated trustees, who are:

---

Trustee Name (please print)

---

Date of Birth

---

Trustee Name (please print)

---

Date of Birth

---

Trustee Name (please print)

---

Date of Birth

---

Trustee Name (please print)

---

Date of Birth

6. **Please select one of the following three options:**

The trustee(s) listed above may act independently as provided in the Trust Agreement, and the execution by any one trustee can bind the Trust.

The trustees listed above may act as a majority as provided in the Trust Agreement.

The trustee(s) listed above must act unanimously as provided in the Trust Agreement, and the execution or authorization of all of the trustees is required to bind the Trust.

7. The undersigned, constituting all of the trustee(s) of the Trust, hereby certify as follows:

- a) A true and correct copy of the Trust Agreement is attached hereto and, as of the date hereof, the Trust Agreement has not been amended (except as to any attached amendments) or revoked and is still in full force and effect.
- b) As the trustee(s) of the Trust, we have determined that the investment in **GRIFFIN CAPITAL QUALIFIED OPPORTUNITY ZONE FUND II, L.P.** is authorized by the terms of the Trust Agreement and is of benefit to the Trust, and we have determined to make such investment on behalf of the Trust.
- c) We, the trustees, jointly and severally, indemnify **GRIFFIN CAPITAL QUALIFIED OPPORTUNITY ZONE FUND II, L.P.** and hold it harmless from and against any liability relating to effecting any orders, transactions, instructions, or directions given by any individuals listed in this Certificate.

**All trustees must sign and date below.**

---

Trustee Signature

---

Date

---

Trustee Signature

---

Date

---

Trustee Signature

---

Date

---

Trustee Signature

---

Date

## APPENDIX B – INCUMBENCY CERTIFICATE

**Note: To be completed only by those investors investing through a corporation.**

---

Name of Corporation

---

State of Incorporation

The undersigned hereby certifies that the following persons are the duly elected directors and officers, respectively, of \_\_\_\_\_, a/an \_\_\_\_\_ corporation.

_____	Director	_____	Director
_____	Director	_____	Director
_____	Director	_____	Director
_____	President	_____	Vice President
_____	Treasurer	_____	Secretary

Dated effective \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_, a/an \_\_\_\_\_  
\_\_\_\_\_ corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Secretary

## APPENDIX C – CORPORATE RESOLUTION

**Note: To be completed only by those investors investing through a corporation. For corporations that already have a Resolution in place, investors may replace this Appendix C with a copy of the corporation's Resolution.**

**Additional Note: Appendix D may be provided as an alternative to this Appendix C.**

The undersigned, being all the members of the Board of Directors (the “**Board of Directors**”) of \_\_\_\_\_, a/an \_\_\_\_\_ corporation (the “**Corporation**”), hereby adopt the following preambles and resolutions:

**WHEREAS**, the Corporation desires to purchase an interest in **GRIFFIN CAPITAL QUALIFIED OPPORTUNITY ZONE FUND II, L.P.** (the “**Investment**”);

**WHEREAS**, that the Corporation is authorized to execute and deliver all documents relating to the Investment; and

**WHEREAS**, the Board of Directors believes it to be in the best interest of the Corporation to make the Investment and any execute any documents related thereto.

**NOW THEREFORE, BE IT RESOLVED**, that the Investment is hereby approved, confirmed and ratified by the Board of Directors in all respects;

**FURTHER RESOLVED**, that \_\_\_\_\_, an officer of the Corporation (“**Officer**”), is hereby authorized and directed to execute, deliver and perform those agreements and documents related to the Investment, in the name and on behalf of the Corporation, with such changes therein and additions thereto as the Officer may deem necessary, appropriate or advisable to effect the transactions contemplated by the foregoing resolution;

**FURTHER RESOLVED**, that the Officer is hereby authorized and directed to execute, deliver and perform all further instruments and documentation and to take all other actions, in the name and on behalf of the Corporation, as it may deem convenient or proper to carry out the Investment; and

**FURTHER RESOLVED**, that any action heretofore taken and all documentation heretofore delivered by the Corporation or the Officer in furtherance of the Investment and foregoing resolutions are hereby ratified and confirmed in all respects.

Dated effective \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Director (signature)

\_\_\_\_\_  
Director (signature)

\_\_\_\_\_  
Director (signature)

\_\_\_\_\_  
Director (signature)

\_\_\_\_\_  
Director (signature)

\_\_\_\_\_  
Director (signature)

Being all of the Directors of the Corporation

## APPENDIX D – OFFICER’S CERTIFICATE

**Note: To be completed only by those investors investing through a corporation.**

**Additional Note: Appendix C may be provided as an alternative to this Appendix D.**

The undersigned, \_\_\_\_\_, hereby certifies that:

1. \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, a/an \_\_\_\_\_ corporation (“**Corporation**”), and has personal knowledge of the matters set forth herein.
2. This Certificate is executed to evidence the approval and consent of the Corporation to purchase an interest in **GRIFFIN CAPITAL QUALIFIED OPPORTUNITY ZONE FUND II, L.P.** (the “**Investment**”).
3. The undersigned acknowledges that the Corporation is authorized to execute and deliver all documents relating to the Investment.
4. Pursuant to the organizational documents of the Corporation, the specific consent or approval of the Board of Directors of the Corporation is not necessary for the consummation of the Investment.
5. The undersigned acting alone has the authority, pursuant to the organizational documents of the Corporation, to execute all documents related to the Investment.
6. This Certificate may be relied upon by **GRIFFIN CAPITAL QUALIFIED OPPORTUNITY ZONE FUND II, L.P.** and its affiliates.

Dated effective \_\_\_\_\_, 20 \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX E – PARTNERSHIP RESOLUTION

**Note: To be completed only by those investors investing through a partnership. For partnerships that already have a Resolution in place, investors may replace this Appendix E with a copy of the partnership's Resolution.**

The undersigned, being all the partners (the “**Partners**”) of \_\_\_\_\_, a/an \_\_\_\_\_ partnership (the “**Partnership**”), hereby adopt the following preambles and resolutions:

**WHEREAS**, the Partnership desires to purchase an interest in **GRIFFIN CAPITAL QUALIFIED OPPORTUNITY ZONE FUND II, L.P.** (the “**Investment**”);

**WHEREAS**, that the Partnership is authorized to execute and deliver all documents relating to the Investment; and

**WHEREAS**, the Partners believe it to be in the best interest of the Partnership to make the Investment and any execute any documents related thereto.

**NOW THEREFORE, BE IT RESOLVED**, that the Investment is hereby approved, confirmed and ratified by the Partners in all respects;

**FURTHER RESOLVED**, that \_\_\_\_\_, an agent of the Partnership (“**Authorized Person**”), is hereby authorized and directed to execute, deliver and perform those agreements and documents related to the Investment, in the name and on behalf of the Partnership, with such changes therein and additions thereto as the Authorized Person may deem necessary, appropriate or advisable to effect the transactions contemplated by the foregoing resolution;

**FURTHER RESOLVED**, that the Authorized Person is hereby authorized and directed to execute, deliver and perform all further instruments and documentation and to take all other actions, in the name and on behalf of the Partnership, as it may deem convenient or proper to carry out the Investment; and

**FURTHER RESOLVED**, that any action heretofore taken and all documentation heretofore delivered by the Partnership or the Authorized Person in furtherance of the Investment and foregoing resolutions are hereby ratified and confirmed in all respects.

Dated effective \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Partner (signature)

\_\_\_\_\_  
Partner (signature)

\_\_\_\_\_  
Partner (signature)

\_\_\_\_\_  
Partner (signature)

\_\_\_\_\_  
Partner (signature)

\_\_\_\_\_  
Partner (signature)

Being all of the Partners of the Partnership

## APPENDIX F – LIMITED LIABILITY COMPANY RESOLUTION

**Note: To be completed only by those investors investing through a limited liability company. For limited liability companies that already have a Resolution in place, investors may replace this Appendix F with a copy of the limited liability company's Resolution.**

The undersigned, being all the members (the "**Members**") of \_\_\_\_\_, a/an \_\_\_\_\_ limited liability company (the "**LLC**"), hereby adopt the following preambles and resolutions:

**WHEREAS**, the LLC desires to purchase an interest in **GRIFFIN CAPITAL QUALIFIED OPPORTUNITY ZONE FUND II, L.P.** (the "**Investment**");

**WHEREAS**, that the LLC is authorized to execute and deliver all documents relating to the Investment; and

**WHEREAS**, the Members believe it to be in the best interest of the LLC to make the Investment and any execute any documents related thereto.

**NOW THEREFORE, BE IT RESOLVED**, that the Investment is hereby approved, confirmed and ratified by the Members in all respects;

**FURTHER RESOLVED**, that \_\_\_\_\_, an agent of the LLC ("**Authorized Person**"), is hereby authorized and directed to execute, deliver and perform those agreements and documents related to the Investment, in the name and on behalf of the LLC, with such changes therein and additions thereto as the Authorized Person may deem necessary, appropriate or advisable to effect the transactions contemplated by the foregoing resolution;

**FURTHER RESOLVED**, that the Authorized Person is hereby authorized and directed to execute, deliver and perform all further instruments and documentation and to take all other actions, in the name and on behalf of the LLC, as it may deem convenient or proper to carry out the Investment; and

**FURTHER RESOLVED**, that any action heretofore taken and all documentation heretofore delivered by the LLC or the Authorized Person in furtherance of the Investment and foregoing resolutions are hereby ratified and confirmed in all respects.

Dated effective \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Member (signature)

\_\_\_\_\_  
Member (signature)

\_\_\_\_\_  
Member (signature)

\_\_\_\_\_  
Member (signature)

\_\_\_\_\_  
Member (signature)

\_\_\_\_\_  
Member (signature)

Being all of the Members of the LLC



Griffin Capital Qualified Opportunity Zone Fund II, L.P.

## APPENDIX G

### Investors with Custodian

FOR CUSTODIAL OWNERSHIP ACCOUNTS, TRANSFER AND ASSIGNMENT OF INTEREST FORM/SIGNATURE PAGES MUST BE COMPLETED, EXECUTED AND SENT TO THE CUSTODIAN ALONG WITH APPENDIX G.

Enter the exact name of the custodian or trustee, mailing address and business phone. If this is an additional purchase by a qualified plan or non-qualified custodial account, please use the same exact plan name as the previous investment.

**Note to Custodians: To ensure receipt, verify the instructions on page 2 which are specific to Griffin Capital's private placements and supplementary to other instructions that may be on file.**

IRA \_\_\_\_\_  
(TYPE)

Qualified Pension or  
Profit Sharing Plan

Non-Qualified Custodial  
Account

Other: \_\_\_\_\_  
SPECIFY

NAME OF CUSTODIAN OR TRUSTEE

NAME OF TRUST (if applicable)

MAILING ADDRESS

CITY

STATE

ZIP

BUSINESS PHONE

CUSTODIAN TAX ID #

CUSTODIAN ACCOUNT #

NAME OF CUSTODIAN OR OTHER ADMINISTRATOR

CUSTODIAN SIGNATURE & GUARANTEE