

## TRANSFER INSTRUCTIONS

### NOTICE TO INVESTORS

The following contains detailed instructions on how to complete and submit the Transfer Form for an existing limited partner (“Investor”) in one of Griffin Capital’s qualified opportunity zone funds (the “Fund”). Please note that this form is specific to Investors that need to re-register its ownership interest in the Fund as stated in the Investor’s Subscription Document. Griffin Capital strongly encourages all Transferors and Transferees to independently obtain advice from legal counsel and/or tax professional as to what effect a transfer may have on their individual tax situations.

### INSTRUCTIONS FOR INVESTORS

For an Investor to transfer its limited partnership interest in the Fund, all applicable Investor Information must be completed, dated and executed below. Electronic signatures (with an accompanying certificate of authenticity), photocopy, facsimile, and wet signatures are acceptable forms of execution. Please note that all Investors and signers must be consistent with the Investor’s original Subscription Document. Once completed, Investors must provide the Transfer Form and any accompanying documents to Griffin Capital using one of the methods below. For custodial held accounts, Investors must provide the Transfer Form and any accompanying documents to its custodian for review, approval and submittal to Griffin Capital.

### REQUIRED DOCUMENTS

The Transfer Form is comprised of two parts, one which is applicable to the **Transferor** (the current investor), and one which is applicable to the **Transferee** (the new investor). Depending on the nature of the transfer, additional forms and/or documentation may be required. Transfers will be processed upon receipt of the following:

1. Full and complete **Transferor Information**, including a **Reps/Warranties and Acknowledgement** signed by the Transferor and consistent with the original Subscription Document. Please note that the **Transferor’s** signature must be notarized.
2. Transferors must also provide a reason for the transfer, and if applicable, supplemental documentation to support the change as outlined below:
  - a. If re-registering a **name change** or to add an **additional owner**, the investor must provide a **government document** evidencing the name change, i.e., marriage certificate, civil partnership certificate, divorce certificate, court order, or adoption certificate.
  - b. If transferring as a **gift** and the Transferor is an **individual**, the investor must provide a **letter of authorization** in the name of the person that will receive the gift, signed by the donor, and notarized.
  - c. If transferring as a **gift** and the Transferor is an **entity**, the investor must provide a copy of the **corporate resolution** authorizing the gift dated within six (6) months of the transfer date.
  - d. If transferring due to **death**, the investor must provide a copy of the **death certificate** and **letters of office** appointing the executor of the estate.
3. Full and complete **Transferee** information including: (1) **General Investor Information**; (2) **Distribution Information**; (3) **Tax Reporting Instructions**; and (4) **Suitability Requirements**
4. If applicable, a copy of the Transferee’s trust or entity documentation as outlined below:

- a. If transferring to a **trust**, Transferees must submit: (1) a completed **Trust Certificate**; and (2) a copy of the trust agreement's title page confirming the legal name of the trust, and the page(s) designating signing authority on behalf of the trust, with any and all amendments thereto.
  - b. If transferring to a **corporation**, Transferees must submit: (1) a fully completed and signed **Incumbency Certificate**; (2) a fully completed and signed **Corporate Resolution or Officer's Certificate**; and (3) a copy of the corporation's bylaws title page confirming the legal name of the corporation, and the page(s) designating signing authority on behalf of the corporation, with any and all amendments thereto.
  - c. If transferring to a **partnership**, Transferees must submit: (1) a fully completed and signed **Partnership Resolution**; and (2) a copy of the Transferee's partnership agreement title page confirming the legal name of the partnership, and the page(s) designating signing authority on behalf of the partnership, with any and all amendments thereto.
  - d. If transferring to a **limited liability company**, Transferees must submit: (1) a fully completed and signed **Limited Liability Company Resolution**; and (2) a copy of the Transferee's operating agreement title page confirming the legal name of the limited liability company, and the page(s) designating signing authority on behalf of the limited liability company, with any and all amendments thereto.
5. A completed **Reps/Warranties and Acknowledgement** signed by the **Transferee** and notarized or certified via medallion guarantee, as applicable (medallions are required for custodian held accounts only).
  6. If applicable, fully completed, dated and executed **Approval Page(s)** signed by a Registered Representative/Registered Investment Advisor and Broker Dealer/Registered Investment Advisor Firm Principal (third-party sales only).
  7. If applicable, a fully completed, dated and certified via medallion signature guarantee **Custodian Certification** page (custodial held accounts only).

## **DOCUMENT SUBMISSION**

**Preferred and Most Secure:** Upload securely at [GriffinCapital.com/QOZF](https://GriffinCapital.com/QOZF)

eFax to Griffin Capital Investor Relations at (310) 526-0159

Email to Griffin Capital's Investor Relations Team at [InvestorRelations@griffincapital.com](mailto:InvestorRelations@griffincapital.com)

Mail directly to Griffin Capital, Attention: Investor Relations, 266 Kansas Street, El Segundo, CA 90245

## **PROCESSING TIME**

Upon submittal, Griffin Capital will confirm receipt via email with the financial advisor and/or Investor directly. Transfer Forms are processed on a bi-monthly basis. Transfer Forms received on or before the 15<sup>th</sup> of the month will be processed and confirmed no later than month-end (provided the paperwork is in good order). Transfer Forms received after the 15<sup>th</sup> of the month will be processed and confirmed no later than the 15<sup>th</sup> of the following month (provided the paperwork is in good order). To expedite a Transfer Form, please send a request to [InvestorRelations@griffincapital.com](mailto:InvestorRelations@griffincapital.com).

Once all requirements have been satisfied, Griffin Capital will confirm the same with the financial advisor and/or Investor directly. Within two (2) business days thereafter, the fund administrator, JTC Americas, will update the Investor's account on the Investor Portal and provide a Transfer Statement via email. Custodial accounts will be updated pursuant to the custodian's reconciliation schedule, which is typically at month-end.

## TRANSFEROR INFORMATION

REQUIRED FOR ALL

### **TRANSFEROR INFORMATION**

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

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

Type of Ownership:             Individual Ownership     Joint Tenants             Tenants in Common  
    Community Property     Revocable Trust         Irrevocable Trust  
    Corporation                 Partnership             Limited Liability Company  
    Other (specify): \_\_\_\_\_

Investment Amount to Transfer: \_\_\_\_\_

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

Custodian Account #: \_\_\_\_\_

### **REASON FOR TRANSFER**

Re-registration (name change, divorce, individual to trust, custodian change, etc.)  
 Gift (date of gift): \_\_\_\_\_  Death (date of death): \_\_\_\_\_  Other (specify): \_\_\_\_\_

# TRANSFEROR ACKNOWLEDGEMENT

## REQUIRED FOR ALL

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

1. All information provided in the Subscription Documents that were completed and signed by the Investor in connection with the purchase of limited partnership interest to be transferred remains true, complete and accurate.
2. If the Investor is acting in a representative capacity for a corporation, trust, or other entity, or as an agent to any person or entity, the Investor has full authority to execute this Custodian Transfer Form in such capacity.
3. The Investor hereby constitutes and appoints the General Partner of the Fund as the Investor's attorney in fact to transfer the said limited partnership interest on the books of the Fund to the designated custodian with full power of substitution. The foregoing grant of authority (a) is a special power of attorney and couples with an interest, and (b) is irrevocable and shall survive the Investor's death, dissolution or disability.

The signatures below hereby certify and represent possession of valid title and all requisite power to assign such interests and that the transfer is made in accordance with all applicable federal and state securities law and regulation. The undersigned understand the transfer is subject to the written consent of the General Partner, which consent may be withheld in the General Partner's sole and absolute discretion, and may be made only in compliance with the current Limited Partnership Agreement, as amended, of the Fund and applicable law and regulations. The signatures below correspond with the name(s) in which the transferred limited partnership interest is held.

***All applicable transferors are required to sign and the signatures must be notarized.***

### Individual Investors

\_\_\_\_\_  
Investor #1 Signature & Date

\_\_\_\_\_  
Investor #2 Signature & Date

\_\_\_\_\_  
Investor #1 Print Name

\_\_\_\_\_  
Investor #2 Print Name

### Trust/Entity Investors

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

\_\_\_\_\_  
Investor #1 Signature & Date

\_\_\_\_\_  
Investor #2 Signature & Date

\_\_\_\_\_  
Investor #1 Print Name

\_\_\_\_\_  
Investor #2 Print Name

\_\_\_\_\_  
Investor #1 Title

\_\_\_\_\_  
Investor #2 Title

## TRANSFEREE INFORMATION

### REQUIRED FOR ALL

To transfer interests in the Fund, please provide the following information for the **Transferee**:

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

Type of Ownership:             Individual Ownership     Joint Tenants             Tenants in Common  
 Community Property     Revocable Trust         Irrevocable Trust  
 Corporation                 Partnership             Limited Liability Company  
 Other (specify): \_\_\_\_\_

Investor's Financial Advisor: \_\_\_\_\_

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

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

Custodian Account #: \_\_\_\_\_

### **INVESTOR #1**

Please provide the below information for Spouse, Trustee, Equity Owner, etc. #1:

Salutation:                     Mr.     Mrs.     Ms.     Prefer Not to Say     Other (Please Specify): \_\_\_\_\_

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, IF APPLICABLE**

Please provide the below information for Spouse, Trustee, Equity Owner, etc. #2:

Salutation:  Mr.  Mrs.  Ms.  Prefer Not to Say  Other (Please Specify): \_\_\_\_\_

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: \_\_\_\_\_

**INTERESTED PARTY(IES), IF NEW OR APPLICABLE**

Please note that interested party(ies) will be given access to the Fund's Investor Portal.

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

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

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

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

Please provide additional pages as necessary.

## TRANSFEEE DISTRIBUTION INFORMATION

### REQUIRED FOR ALL

Please confirm your requested distribution method (select one):

- Via Wire (For Custodial Held Accounts Only)
- Via Check to Mailing Address of Record

Please confirm how the check should be made out (must not exceed 50 characters):

\_\_\_\_\_

- Electronic Deposit (ACH)

Please include a voided check and complete the following information:

Name of Bank/Brokerage

Firm/Individual:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City, State, Zip Code:

\_\_\_\_\_

Bank ABA Number:

\_\_\_\_\_

Account Number:

\_\_\_\_\_

## TRANSFEEE TAX REPORTING INFORMATION

### REQUIRED FOR ALL

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" as defined in the Subscription Agreement; and (4) I am exempt from Foreign Account Tax Compliance Act reporting.

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

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

### FORM 1040, SCHEDULE K-1

Please note that "Investor #1" will appear on the Internal Revenue Service Form 1040, Schedule K-1 issued by the Fund.

If the Investor 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:

Investor/Entity Name	SSN or FEIN

If the Investor 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:

Investor Name	SSN or FEIN	Allocated Percentage



# TRANSFEEE SUITABILITY

## REQUIRED FOR ALL

### ACCREDITED INVESTOR STATUS

The Investor hereby represents that he, she, they, or it is an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act, as amended, and hereby selects the statement below, which truthfully describes him, her, them, or it (please check all that apply):

#### INDIVIDUALS

- The Investor is a natural person whose individual net worth, or joint net worth with his or her spouse<sup>1</sup>, exceeds \$1 million (excluding the value of the Investor’s primary residence).
- The Investor is a natural person who had income in excess of \$200,000 in each of the two calendar years immediately preceding the current year, or joint income with his or her spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.
- The Investor is a director or executive officer of the General Partner or one of its affiliates.
- The Investor is an employee of the General Partner or one of its affiliates and has participated in the investment activities of the Fund or other affiliated investment vehicles for at least the past year in connection with his or her regular job duties.
- The Investor is a natural person who holds a Series 7, 65 or 82 license issued and in good standing with the Financial Industry Regulatory Authority (“FINRA”).<sup>2</sup>

#### TRUSTS/ENTITIES

- The Investor is a trust with total assets in excess of \$5 million, not formed for the specific purpose of acquiring Interests, where the purchase is directed by a “sophisticated person” as defined in Rule 506(b)(2)(ii) promulgated under the Securities Act.
- The Investor is a revocable grantor trust whose grantor is an “accredited investor” within one or more of the above categories. If relying upon this category alone, the grantor of the Investor shall provide such additional representations as may be requested by the Fund.
- The Investor is an entity in which all of the equity owners are “accredited investors” within one or more of the above categories. If relying upon this category alone, each equity owner of the Investor shall provide such additional representations as may be requested by the Fund.
- The Investor is a corporation, partnership, limited liability company, Indian tribe, labor union, governmental body or fund, Massachusetts or similar business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring Interests and with total assets in excess of \$5 million.
- The Investor is a bank, savings and loan association, broker or dealer, registered investment adviser or exempt reporting adviser, insurance company, registered investment company, registered business development company, licensed small business investment company, or rural business development company.
- The Investor is a governmental plan or employee benefit plan in which (i) the investment decision is made by a plan fiduciary which is either a bank, savings and loan association, insurance company or registered investment

<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.

<sup>2</sup> Investors making this election must enclose with their completed Subscription 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.

adviser, or (ii) the plan has total assets in excess of \$5 million or is a self-directed plan with investment decisions made solely by persons that are “accredited investors.”

- The Investor is a private business development company as defined in Section 202(a)(22) of the Advisers Act.

### **QUALIFIED CLIENT CERTIFICATION**

The Investor hereby represents that he, she, they, or it is a “qualified client” as that term is defined under the Investment Advisers Act of 1940, as amended, and hereby selects the statement below, which truthfully describes him, her, them, or it (please check all that apply):

- The Investor’s net worth, or joint net worth with his or her spouse in the case of natural person-Investors<sup>3</sup>, exceeds \$2.2 million (excluding the value of any natural person-Investor’s primary residence).
- The Investor has invested, or is obligating himself, herself, themselves, or itself hereby to invest at least \$1.1 million in the Fund or with Griffin Capital QOZ Advisor, LLC, a Delaware limited liability company.
- The Investor is a “qualified purchaser” within the meaning of Section 2(a)(51) of the Investment Company Act, as provided below:
  - The Investor 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 million in “investments.”
  - The Investor is an entity acting for its own account or the accounts of other qualified purchasers, that: (A) was not formed or reformed for the specific purpose of acquiring the securities offered by the Fund; and (B) which in the aggregate owns and invests on a discretionary basis not less than \$25 million in “investments.”
  - The Investor is an entity that: (A) was not formed for the specific purpose of investing in the Fund; (B) owns not less than \$5 million in “investments,” and (C) 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”).
  - The Investor 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 (A) 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 (B) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(I) 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 Investor is an entity in which each beneficial owner of its securities is a “qualified purchaser.”

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<sup>3</sup> The term “spouse” includes a “spousal equivalent” which is defined as a cohabitant occupying a relationship generally equivalent to that of a spouse.

# TRUST CERTIFICATE

## REQUIRED FOR TRUSTS ONLY

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

Trust Agreement Date: \_\_\_\_\_

Last Amendment Date, If Applicable: \_\_\_\_\_

Grantor(s)/Testator(s): \_\_\_\_\_

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

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.

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

1. 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.
2. As the trustee(s) of the Trust, we have determined that the investment in a Griffin Capital Qualified Opportunity Zone fund (collectively, "Fund") is authorized by the terms of the Trust Agreement applicable to such Fund and is of benefit to the Trust, and we have determined to make such investment on behalf of the Trust.
3. We, the trustees, jointly and severally, defend, indemnify and hold the Fund harmless from and against any liability relating to effecting any orders, transactions, instructions, or directions given by any individuals listed in this Certificate.

All applicable trustees must sign and date below:

_____ Trustee (signature)	_____ Date	_____ Trustee (signature)	_____ Date
_____ Trustee (signature)	_____ Date	_____ Trustee (signature)	_____ Date

# INCUMBENCY CERTIFICATE

## REQUIRED FOR CORPORATIONS ONLY

Name of Corporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

The undersigned hereby certifies that the following persons are the duly elected directors and officers, respectively, of the above referenced corporation.

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

Dated effective \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, a/an

\_\_\_\_\_  
(name of corporation)

\_\_\_\_\_  
corporation

\_\_\_\_\_  
(state)

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

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

Title: \_\_\_\_\_, as Authorized Signatory

# CORPORATE RESOLUTION

## REQUIRED FOR CORPORATIONS ONLY

Note: For corporations that already have a Resolution in place, investors may replace this page with a copy of the corporation's Resolution.

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 a Griffin Capital Qualified Opportunity Zone fund (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

# OFFICER'S CERTIFICATE

## REQUIRED FOR CORPORATIONS ONLY

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 a Griffin Capital Qualified Opportunity Zone fund (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 the Investment and its affiliates.

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

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

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

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

**PARTNERSHIP RESOLUTION**

**REQUIRED FOR PARTNERSHIPS ONLY**

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 a Griffin Capital Qualified Opportunity Zone fund (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

**LIMITED LIABILITY COMPANY RESOLUTION**

**REQUIRED FOR LIMITED LIABILITY COMPANIES ONLY**

The undersigned, being either the duly authorized manager(s) or all of 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 a Griffin Capital Qualified Opportunity Zone fund (the "Investment");

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

Whereas, the undersigned believe(s) 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 undersigned 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/Manager (signature)

\_\_\_\_\_  
Member/Manager (signature)

\_\_\_\_\_  
Member/Manager (signature)

\_\_\_\_\_  
Member/Manager (signature)

\_\_\_\_\_  
Member/Manager (signature)

\_\_\_\_\_  
Member/Manager (signature)

Being all of the Members/Managers, as applicable, of the LLC



## TRANSFEEE ACKNOWLEDGEMENT & SIGNATURE

### REQUIRED FOR ALL

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 has not acquired the limited partnership interest in violation of the Fund's transfer restrictions as set forth in the current Limited Partnership Agreement, as amended, of the Fund.
3. Transferee has reached the age of majority in his or her state of residence and is experienced in real estate investment and business matters.
4. Transferee is aware that there is no public market for the limited partnership interest, and accordingly, the investment in the Fund is not liquid.
5. 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 the transfer of limited partnership interest in such capacity.
6. Transferor hereby represents that the transfer of limited partnership interest evidenced hereby is being made in accordance with all applicable laws and regulations.
7. Transferee understands the meaning and legal consequences of the representations and warranties set forth above, and Transferee agrees to defend, indemnify and hold harmless the Fund from and against any and all loss, damage, claim, expense or liability (including, without limitation, court costs and attorney's fees and expenses) due to, or arising out of, a breach of representation or warranty of Transferee contained in this Transfer Form. 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.
8. Under penalties of perjury, Transferee certifies (a) that the number shown on this Transfer and Transfer Form 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.
9. 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.

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 reserves 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.

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.

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. 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 the Transfer Document 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 (c) by becoming a Limited Partner of the Fund.

Transferee hereby accepts all of the terms and provisions of the current 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. Transferee understands that the assignability and transferability of limited partnership interest will be governed by the current Limited Partnership Agreement, as amended, of the Fund and all applicable laws as described in the Memorandum.

I hereby certify under penalty of perjury that (i) the tax identification number shown on the Substitute W-9 included within this Transfer Documentation is true, correct and complete, (ii) 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-resident aliens).

By executing this form, the transferee(s) represent that they 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 Limited Partnership Agreement, as amended thereto.

**All applicable investors are required to sign, and signatures must be notarized or certified via medallion guarantee (medallions are required for custodial held accounts only).**

Individual Investors

\_\_\_\_\_  
Investor #1 Signature & Date

\_\_\_\_\_  
Investor #2 Signature & Date

\_\_\_\_\_  
Investor #1 Print Name

\_\_\_\_\_  
Investor #2 Print Name

Trust/Entity Investors

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

\_\_\_\_\_  
Investor #1 Signature & Date

\_\_\_\_\_  
Investor #2 Signature & Date

\_\_\_\_\_  
Investor #1 Print Name

\_\_\_\_\_  
Investor #2 Print Name

\_\_\_\_\_  
Investor #1 Title

\_\_\_\_\_  
Investor #2 Title

Signature Guarantee (Required for Custodians): \_\_\_\_\_ Date: \_\_\_\_\_

Medallion Guarantee (Required for Custodians):

# FINANCIAL ADVISOR APPROVAL PAGE

## REQUIRED FOR THIRD PARTY SALES ONLY

**Investor Name:** \_\_\_\_\_

**Investment Amount:** \_\_\_\_\_

The undersigned Financial Advisor hereby represents and warrants that (A) they have and will comply with the applicable requirements of the Securities Act of 1933, as amended (the "Securities Act"), 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, (B) they have and will comply with applicable rules and regulations pertaining to (i) anti-money laundering; and (ii) compliance with the Patriot Act, (C) they have not and will not solicit offers to any person, entity or government subject to trade restrictions under U.S. law and none of the funds used by their client to acquire the investment provided for herein are derived from any unlawful activity with the result that such investment in the Fund (whether directly or indirectly), is prohibited by law or any documents of the Fund, and that it has adequate policies and procedures in place to prevent such an occurrence with respect to this investment.

The Financial Advisor further represents and warrants that (A) they are not subject to any of the "Bad Actor" disqualifications described in Rule 506(d) under the Securities Act, except for such event: (1) contemplated by Rule 506(d)(2) of the Securities Act and (2) a reasonably detailed description of which has been furnished to the Fund in writing, (B) they have reasonable grounds to believe, based upon information provided by their client concerning their investment objectives, other investments, financial situation and needs, and upon any other information known by the Financial Advisor, that their client is in a financial position appropriate to enable him or her to realize to a significant extent the benefits (including tax benefits) of an investment in the Interests, and has a fair market net worth sufficient to sustain the risks inherent in an investment in the Interests (including potential loss and lack of liquidity) and the Interests otherwise constitute a suitable investment of for the client, (C) they shall maintain files disclosing the basis upon which the determination of the client's suitability was made and shall retain in their files, for a period of at least six years, information that will establish that the client falls within the permitted class of investors and shall make such files available to the Fund during such time period upon its reasonable request.

The Financial Advisor further represents and warrants that in connection with the offer and sale of interest, they, their representatives and agents (A) only used sales literature authorized or approved by the Fund for use with potential investors and (B) did not make any unauthorized verbal representations concerning the Interests or any untrue statement or omission to state a fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

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

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

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

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

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

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

Phone No.: \_\_\_\_\_

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

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

**BROKER-DEALER/REGISTERED INVESTMENT ADVISOR FIRM PRINCIPAL  
APPROVAL PAGE**

**REQUIRED FOR THIRD PARTY SALES ONLY**

**Investor Name:** \_\_\_\_\_

**Investment Amount:** \_\_\_\_\_

The undersigned hereby represents that they have reviewed and approved the investment provided for herein.

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

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

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

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

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

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

Phone No.: \_\_\_\_\_

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

CC Email Address: \_\_\_\_\_

# CUSTODIAN CERTIFICATION

## REQUIRED FOR CUSTODIAL HELD ACCOUNTS ONLY

For custodial ownership accounts, the Transfer Form must be fully completed, dated, executed, and sent to the custodian for review and certification.

To approve the foregoing information, please fully complete, sign and certify via medallion guarantee the following:

Name of Custodian or Trustee: \_\_\_\_\_  
Name of Trust, If Applicable: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Custodian Tax ID# \_\_\_\_\_  
Custodian Account #: \_\_\_\_\_  
Grantor(s)/Testator(s): \_\_\_\_\_  
Name of Custodian/Administrator: \_\_\_\_\_

\_\_\_\_\_  
Custodian Signature \_\_\_\_\_ Date \_\_\_\_\_

Medallion Guarantee (Required):

### PAPERWORK SUBMITTAL

Once the form has been fully completed and executed by all parties, the form should be returned using one of the following methods:

- **Preferred and Most Secure:** Upload securely at [GriffinCapital.com/QOZF](http://GriffinCapital.com/QOZF)
- eFax to Griffin Capital Investor Relations at (310) 526-0159
- Email to Griffin Capital's Investor Relations Team at [InvestorRelations@griffincapital.com](mailto:InvestorRelations@griffincapital.com)
- Mail directly to Griffin Capital, Attention: Investor Relations, 266 Kansas Street, El Segundo, CA 90245