

## TRANSFER INSTRUCTIONS

### **NOTICE TO ALL**

The following contains detailed instructions on how to complete and submit the Transfer Form in order to transfer the beneficial ownership interest (the "Interest") of an existing Investor (the "Transferor") in one of Griffin Capital's Delaware statutory trusts (the "Fund") to another individual or entity (the "Transferee"). Griffin Capital strongly encourages all Transferors, Transferees, and Investors 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 TRANSFERORS AND TRANSFEREES**

For a Transferor to transfer its beneficial ownership interest in the Fund, all applicable Investor Information must be completed, dated, and executed below. All signatures in the applicable acknowledgement sections of the Transfer Form must be notarized or certified via medallion guarantee. Please note that all Investors and authorized signers must be consistent with the Investor's current account information on record. Once completed, the Transfer Form and any accompanying documents must be provided to Griffin Capital using one of the methods below. For custodial held accounts, the Transfer Form and any accompanying documents must be provided to the Investor's custodian for review, approval, and submittal to Griffin Capital.

### **TRANSFER REQUIREMENTS**

To complete a **transfer**, in which there are changes to the underlying ownership as stated in the **Transferor's** current account information on record, the following sections of the **Transfer Form** must be completed. Depending on the nature of the transfer, additional forms and/or documentation may be required.

1. Full and complete **Transferor Information** and a **Reps/Warranties and Acknowledgement** signed by the Transferor. Please note that the **Transferor's** signature must be notarized or certified via medallion signature guarantee.
2. Transferors must also provide a reason for the transfer, and if applicable, supplemental documentation to support the change as outlined below:
  - a. If transferring due to a **name change** or to add an **additional owner**, the Transferor must provide a **government document** evidencing the name change (e.g. 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 Transferor 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 Transferor 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 Transferor must provide a copy of the **death certificate** and **letters of office** appointing the executor of the estate.
  - e. If transferring due to a **sale** the Transferor must comply with the respective Fund's requirement to provide a Right of First Refusal before a sale of the offered beneficial ownership interest can be completed with a third party, at which time the Transferor must provide a copy of the **Purchase and Sale Agreement, Closing Statement, and Conveyance Documentation**.
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, 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/DST](https://GriffinCapital.com/DST)

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 Professional 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 Professional and/or Investor directly. Within two (2) business days thereafter, the fund administrator, JTC Group, will update the Investor's account on the Investor Portal and provide a Transfer Statement via email. Custodian accounts will be updated pursuant to the custodian's reconciliation schedule, which is typically at month-end.

## TRANSFEROR INFORMATION

### REQUIRED FOR ALL TRANSFERS

#### **TRANSFEROR INFORMATION**

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

Name of Transferor: \_\_\_\_\_

Transferor's Financial Professional: \_\_\_\_\_

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

Type of Ownership:

<input type="checkbox"/> Individual Ownership	<input type="checkbox"/> Joint Tenants	<input type="checkbox"/> Tenants in Common
<input type="checkbox"/> Community Property	<input type="checkbox"/> Revocable Trust	<input type="checkbox"/> Irrevocable Trust
<input type="checkbox"/> C-Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> S-Corporation	<input type="checkbox"/> Disregarded Entity	

Owner / Authorized Signer # 1 Name: \_\_\_\_\_

Owner / Authorized Signer # 2 Name (If Applicable): \_\_\_\_\_

Owner / Authorized Signer # 3 Name (If Applicable): \_\_\_\_\_

Owner / Authorized Signer # 4 Name (If Applicable): \_\_\_\_\_

#### **REASON FOR TRANSFER**

- ☐ Transfer to add, remove or change an owner
- ☐ Transfer due to name change (marriage, divorce, etc.)
- ☐ Gift (date of gift): \_\_\_\_\_
- ☐ Death (date of death): \_\_\_\_\_
- ☐ Conveyance (date of sale): \_\_\_\_\_
- ☐ Other (specify): \_\_\_\_\_

## TRANSFEROR ACKNOWLEDGEMENT

### REQUIRED FOR ALL TRANSFERS

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 Transferor in connection with the purchase of beneficial ownership interest to be transferred, or any subsequent updates thereto that have been accepted by the manager of the applicable Fund (the "Manager"), remains true, complete, and accurate.
2. If the Transferor is acting in a representative capacity for a corporation, trust, or other entity, or as an agent to any person or entity, the Transferor has full authority to execute this Transfer Form in such capacity. The Transferor has not at any time transferred, sold, assigned, conveyed, pledged, encumbered, or otherwise transferred or disposed of any Interest.
3. The Transferor hereby constitutes and appoints the Manager as the Transferor's attorney in fact to transfer the said beneficial ownership interest on the books of the Fund to the designated custodian with full power of substitution. The foregoing grant of authority is a special power of attorney that shall be deemed to be coupled with an interest, shall be irrevocable, shall survive and not be affected by the dissolution, bankruptcy, or legal disability of the Transferor, and shall extend to its successors and assigns.
4. The Transferor hereby represents that the transfer of beneficial ownership interests in the Fund is being made in accordance with all applicable laws and regulations.
5. The Transferor understands the meaning of legal consequences of the representations and warranties set forth above, and the Transferor agrees to defend, indemnify and hold harmless the Fund and its Affiliates and their respective directors, officers, and employees from and against any and all losses, damages, claims, risks, expenses 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 the Transferor contained in this Transfer Form errors, mistakes or inaccuracies contained in this Transfer Form or any other information the Transferor(s) may elect to provide (or refrain from providing). Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by the Transferor, the Transferor does not waive any rights granted to him, her or it under federal or state securities law in any manner. "Affiliates" mean the following entities: Griffin Capital Company, LLC, Griffin Capital, LLC, Griffin Capital Private Equity, LLC, GCPE-GPX Holdings, LLC, Griffin Capital Exchange Holdings, LLC, Griffin Capital Institutional Property Exchange, LLC, Griffin Exchange Property Manager, the Manager and the Contributor (as defined in the Fund's Trust Agreement, and any amendments thereto) and the Master Tenant (as defined in the in the Fund's Trust Agreement, and any amendments thereto).

The signatures below hereby certify and represent possession of valid title and all requisite power to assign such interests and that the transfer is subject to the terms and conditions of the in the Fund's Amended and Restated Trust Agreement, and any amendments thereto, and 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 Manager, which consent may be withheld in the Manager's sole and absolute discretion and may be made only in compliance with the Amended and Restated Trust Agreement, and any amendments thereto, of the Fund. The signatures below correspond with the name(s) in which the transferred beneficial ownership interest is held in the Fund.

***All applicable Transferors are required to sign, and the signatures must be notarized or certified via medallion signature guarantee.***

Individual Transferors

\_\_\_\_\_  
Owner #1 Signature & Date

\_\_\_\_\_  
Owner #2 Signature & Date

\_\_\_\_\_  
Owner #1 Print Name

\_\_\_\_\_  
Owner #2 Print Name

\_\_\_\_\_  
Owner #3 Signature & Date

\_\_\_\_\_  
Owner #4 Signature & Date

\_\_\_\_\_  
Owner #3 Print Name

\_\_\_\_\_  
Owner #4 Print Name

Trust / Entity Transferors

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

\_\_\_\_\_  
Authorized Signer #1 Signature & Date

\_\_\_\_\_  
Authorized Signer #2 Signature & Date

\_\_\_\_\_  
Authorized Signer #1 Print Name

\_\_\_\_\_  
Authorized Signer #2 Print Name

\_\_\_\_\_  
Authorized Signer #1 Title

\_\_\_\_\_  
Authorized Signer #2 Title

\_\_\_\_\_  
Authorized Signer #3 Signature & Date

\_\_\_\_\_  
Authorized Signer #4 Signature & Date

\_\_\_\_\_  
Authorized Signer #3 Print Name

\_\_\_\_\_  
Authorized Signer #4 Print Name

\_\_\_\_\_  
Authorized Signer #3 Title

\_\_\_\_\_  
Authorized Signer #4 Title

## TRANSFeree INFORMATION

### REQUIRED FOR ALL TRANSFERS

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

Name of Transferee: \_\_\_\_\_

Type of Ownership: ☐ Individual Ownership ☐ Joint Tenants ☐ Tenants in Common  
☐ Community Property ☐ Revocable Trust ☐ Irrevocable Trust  
☐ C-Corporation ☐ Partnership ☐ Limited Liability Company  
☐ S-Corporation ☐ Disregarded Entity

### **OWNER / AUTHORIZED SIGNER #1**

Please provide the below information for Equity Owner, Trustee, 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: \_\_\_\_\_

### **OWNER / AUTHORIZED SIGNER #2, IF APPLICABLE**

Please provide the below information for Equity Owner, Trustee, 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: \_\_\_\_\_

**OWNER / AUTHORIZED SIGNER #3, IF APPLICABLE**

Please provide the below information for Equity Owner, Trustee, etc. #3:

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: \_\_\_\_\_

**OWNER / AUTHORIZED SIGNER #4, IF APPLICABLE**

Please provide the below information for Equity Owner, Trustee, etc. #4:

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: \_\_\_\_\_

## TRANSFEREE DISTRIBUTION INFORMATION

### REQUIRED FOR ALL TRANSFERS

Please confirm your distribution method below, and complete the requested information in its entirety:

#### **CUSTODIAN-HELD ACCOUNTS**

- ☐ Via Wire to Custodian (Required for Custodian-Held Accounts)

Name of Custodian: \_\_\_\_\_  
Account Number: \_\_\_\_\_

#### **DIRECTLY-HELD ACCOUNTS**

- ☐ Electronic Deposit/ACH (Checking or Savings Accounts Only)

Please include a **voided check**.

Name of Bank: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Bank ABA / Routing Number: \_\_\_\_\_  
For Further Credit  
(If Applicable): \_\_\_\_\_  
Account Type: ☐ Checking ☐ Savings

- ☐ Via Wire to Brokerage Account

Brokerage Firm: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Routing Number: \_\_\_\_\_  
For Further Credit: \_\_\_\_\_

- ☐ Via Check to Mailing Address

Made Payable  
(75 Character Limit): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

- ☐ Via Check to Brokerage Account

Made Payable  
(75 Character Limit): \_\_\_\_\_  
Brokerage Firm: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Account Number: \_\_\_\_\_

## TRANSFeree TAX REPORTING INFORMATION

### REQUIRED FOR ALL TRANSFERS

In the case of multiple owners, only one tax-ID number will appear on your tax package, and this will default to "Owner / Authorized Signer #1" as indicated in the "Transferee Information" section above, unless otherwise specified below. Please confirm the name in which your tax package should be issued, along with information on the owner if the Transferee is a disregarded entity for U.S. tax purposes, and then sign at the bottom.

#### OWNER / AUTHORIZED SIGNER #1:

Transferee / Entity Name: \_\_\_\_\_ SSN / FEIN: \_\_\_\_\_

Entity Type for Tax Purposes (if Not an Individual): \_\_\_\_\_

#### IF TAX PACKAGE SHOULD BE ISSUED TO MULTIPLE INDIVIDUALS / ENTITIES:

To request that the tax package be issued to multiple persons, please provide the name, SSN or FEIN, and allocated percentages for each recipient below.

Owner #1: \_\_\_\_\_ SSN/FEIN: \_\_\_\_\_ Percentage: \_\_\_\_\_ %

Owner #2: \_\_\_\_\_ SSN/FEIN: \_\_\_\_\_ Percentage: \_\_\_\_\_ %

Owner #3: \_\_\_\_\_ SSN/FEIN: \_\_\_\_\_ Percentage: \_\_\_\_\_ %

Owner #4: \_\_\_\_\_ SSN/FEIN: \_\_\_\_\_ Percentage: \_\_\_\_\_ %

#### DISREGARDED ENTITY OWNER INFORMATION:

If the Transferee is a disregarded entity for U.S. tax purposes, please provide the regarded owner's name, entity type, if applicable, and SSN or FEIN below:

Regarded Owner's Name: \_\_\_\_\_

Regarded Owner's Entity Type (if Not an Individual): \_\_\_\_\_

Regarded Owner's SSN/FEIN: \_\_\_\_\_

THE UNDERSIGNED CERTIFIES under penalties of perjury that: (1) the taxpayer identification number(s) shown above is/are true, correct, and complete; (2) I/We am/are not subject to backup withholding either because I/we have not been notified that I/we am/are subject to backup withholding as a result of a failure to report all interest or distributions, or the Internal Revenue Service has notified me/us that I/we am/are no longer subject to backup withholding; (3) I/We am/are a "U.S. Person(s)" as defined in the Subscription Agreement; and (4) I/We am/are exempt from Foreign Account Tax Compliance Act reporting.

Owner / Authorized Signer #1: \_\_\_\_\_ Date: \_\_\_\_\_

Owner / Authorized Signer #2: \_\_\_\_\_ Date: \_\_\_\_\_

Owner / Authorized Signer #3: \_\_\_\_\_ Date: \_\_\_\_\_

Owner / Authorized Signer #4: \_\_\_\_\_ Date: \_\_\_\_\_

## TRANSFeree SUITABILITY

### REQUIRED FOR ALL TRANSFERS

#### ACCREDITED INVESTOR STATUS

The Transferee hereby represents that they are 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 them (please check all that apply):

#### INDIVIDUALS

- ☐ The Transferee 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 Transferee’s primary residence).
- ☐ The Transferee 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 Transferee is a director or executive officer of the Fund or one of its affiliates.
- ☐ The Transferee is an employee of the Fund 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 their regular job duties.
- ☐ The Transferee 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 Transferee is an irrevocable 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 Transferee 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 Transferee shall provide such additional representations as may be requested by the Fund.
- ☐ The Transferee 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 Transferee shall provide such additional representations as may be requested by the Fund.
- ☐ The Transferee is a private business development company as defined in Section 202(a)(22) of the Investor Advisors Act of 1940, as amended (the **Advisors Act**).
- ☐ The Transferee 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 Transferee 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 Transferee 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 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.”

<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> Transferees 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 Transferee passed a Series 7, Series 65 or Series 82 exam, and (ii) confirming that his or her license remains in good standing.

- The Transferee is a "family office" or "family client" (each as defined in Rule 202(a)(11)(G)-1 of the Advisors Act) that (1) has at least \$5 million 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.

## TRUST CERTIFICATE

### REQUIRED FOR TRUST TRANSFERS 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 the 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 CORPORATION TRANSFERS 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 CORPORATION TRANSFERS ONLY

*Note: For corporations that already have a Resolution in place, the Transferee 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 acquire an interest in the 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 CORPORATION TRANSFERS 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 acquire an interest in the 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 PARTNERSHIP TRANSFERS 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 acquire an interest in the 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 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 COMPANY TRANSFERS 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 acquire an interest in the 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

## TRANSFeree ACKNOWLEDGEMENT & SIGNATURE

### REQUIRED FOR ALL TRANSFERS

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

1. Transferee has relied solely upon the advice of their own legal counsel and accountants or other financial professionals with respect to the tax and other consequences involved in acquiring the Interest and that none of the Sponsor, the Fund, the Delaware Trustee, the Manager, or the Contributor (or any of their respective owners, officers, affiliates, representatives, professionals or agents) has made any representation to the Transferee regarding the Interest or the assets or liabilities of the Fund or the financial viability of the Fund or any investment in the Interests
2. Transferee has not acquired the Interest in violation of the Fund's transfer restrictions as set forth in the Amended and Restated Trust Agreement, and any amendments thereto, 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 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 beneficial ownership interest in such capacity.
6. Transferee hereby represents that the transfer of beneficial ownership 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 contained in this Transfer Form, including but not limited to the Transferee Suitability page, 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 the 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 Form is their correct taxpayer identification number, (b) that Transferee is not subject to backup withholding either because they have not been notified that they are 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 they are 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 "Transferee Information" section 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 the Fund, the Trust Manager, their affiliates or designees (the "Fund Parties") to deposit distributions from the Transferees interest in the Fund into the account at the financial institution as indicated. I further authorize the Fund Parties to debit this account in the event that the Fund Parties erroneously deposits additional funds to which the Transferee is not entitled, provided that such debit shall not exceed the original amount of the erroneous deposit. In the event that the Transferee withdraws funds erroneously deposited into its account before the Fund Parties reverse such deposit, I agree that the Fund has the right to retain any future distributions that the Transferee is 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.

Transferee understands that (a) Transferee will not be admitted as a Beneficial Owner until a transfer has been consented to in writing and accepted by the Manager, which consent may be withheld in the Manager'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 Manager, at the expense of Transferor or Transferee, of an opinion of counsel that neither the offer to transfer nor the transfer of beneficial ownership 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 Manager deems necessary to preserve the beneficial ownership 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 beneficial owner rather than as an association or publicly traded beneficial owner, 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 beneficial ownership interest being transferred under the private offering exemption of the Securities Act, or any similar state exemption, and (c) by becoming a beneficial owner of the Fund.

Transferee hereby accepts all of the terms and provisions of the Amended and Restated Trust Agreement, and any amendments thereto, 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 beneficial ownership interest will be governed by the Amended and Restated Trust Agreement, and any amendments thereto, of the Fund and all applicable laws as described in the Memorandum.

By executing this Transfer Form, the Transferee(s) represent that they received and/or reviewed the Fund's Confidential Private Placement Memorandum, and any supplements thereto. The transferee(s) accept and agree to be bound by the terms and conditions of the Amended and Restated Trust Agreement, and any amendments thereto, of the Fund.

***All applicable investors are required to sign, and signatures must be notarized.***

Individual Owners

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Owner #1 Signature & Date

---

Owner #2 Signature & Date

---

Owner #1 Print Name

---

Owner #2 Print Name

---

Owner #3 Signature & Date

---

Owner #4 Signature & Date

---

Owner #3 Print Name

---

Owner #4 Print Name

Trust / Entity Investors

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

\_\_\_\_\_  
Authorized Signer #1 Signature & Date

\_\_\_\_\_  
Authorized Signer #2 Signature & Date

\_\_\_\_\_  
Authorized Signer #1 Print Name

\_\_\_\_\_  
Authorized Signer #2 Print Name

\_\_\_\_\_  
Authorized Signer #1 Title

\_\_\_\_\_  
Authorized Signer #2 Title

\_\_\_\_\_  
Authorized Signer #3 Signature & Date

\_\_\_\_\_  
Authorized Signer #4 Signature & Date

\_\_\_\_\_  
Authorized Signer #3 Print Name

\_\_\_\_\_  
Authorized Signer #4 Print Name

\_\_\_\_\_  
Authorized Signer #3 Title

\_\_\_\_\_  
Authorized Signer #4 Title

## FINANCIAL PROFESSIONAL APPROVAL PAGE

### REQUIRED FOR THIRD PARTY SALES, FIRM OR CUSTODIAN CHANGES 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, FIRM OR CUSTODIAN CHANGES 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: \_\_\_\_\_

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

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

Name of Custodian Administrator: \_\_\_\_\_

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

\_\_\_\_\_  
Date

Medallion Guarantee (Required):

### PAPERWORK SUBMITTAL

Once the Transfer 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/DST](https://GriffinCapital.com/DST)
- 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