

TRANSFER INSTRUCTIONS

NOTICE TO ALL

The following contains detailed instructions on how to complete and submit the Transfer Form in order to transfer the interest of an existing limited partner (the “Transferor” or “Investor”) in one of Griffin Capital Development Partners’ Funds (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 limited partnership 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**, including 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.
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/GCDP

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

Email to Griffin Capital's Investor Relations Team at 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 15th 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 15th of the month will be processed and confirmed no later than the 15th of the following month (provided the paperwork is in good order). To expedite a Transfer Form, please send a request to 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): _____
- 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 limited partnership interest to be transferred, or any subsequent updates thereto that have been accepted by the general partner of the applicable Fund (the "General Partner"), 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.
3. The Transferor hereby constitutes and appoints the General Partner as the Transferor'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 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.

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 of the Fund, and any amendments thereto, and applicable laws 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 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

TRANSFEEE 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: _____

TRANSFEEE 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 Schedule K-1, 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 Schedule K-1 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 K-1 SHOULD BE ISSUED TO MULTIPLE INDIVIDUALS / ENTITIES:

To request that the Schedule K-1 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: _____

TRANSFEEE 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 spouse¹, 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 “knowledgeable employee”², as defined in Rule 3c5(a)(4) under the Investment Company Act, of the General Partner or its affiliates.
- The Transferee is a director or executive officer of the Fund or the General Partner of the Fund.
- 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”).³

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 Individual Retirement Account (“IRA”) and the individual who established the IRA is an accredited investor within one or more of the above categories. If relying upon this category alone, the individual who established the IRA shall provide such additional representations as may be requested by the Fund.
- The Transferee is a self-directed pension plan and the participant who directed that the assets of his or her account be invested in the Fund is an accredited investor on the basis of (i) one of the first two categories above and (ii) such participant is the only participant whose account is being invested in the Fund.
- The Transferee is a family office,³ as defined in Rule 202(a)(11)(G)-1 under the Advisers Act: (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of investing in the Fund, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

¹ The term “spouse” includes a “spousal equivalent” which is defined as a cohabitant occupying a relationship generally equivalent to that of a spouse.

² Rule 3c-5 generally defines a knowledgeable employee to include any natural person who is, among others: (1) an “executive officer” or person serving in a similar capacity of the private fund or an “affiliated management person,” as defined in the rule, of a private fund relying on Section 3(c)(1) or 3(c)(7) of the Investment Company Act; or (2) an employee of such a private fund or affiliated management person (individually a “Covered Entity”) who, in connection with his or her regular functions or duties, participates in the investment activities of a Covered Entity for at least 12 months. An “executive officer” is defined for purposes of the rule to include the president; any vice president in charge of a principal business unit, division or function; any other officer who performs a policy-making function; or any other person who performs similar policy-making functions for a Covered Entity.

³ 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 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 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.”
- The Transferee is a private business development company as defined in Section 202(a)(22) of the Advisers Act.

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

TRANSFEEE ACKNOWLEDGEMENT & SIGNATURE

REQUIRED FOR ALL TRANSFERS

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, and any supplements thereto, as well as the Fund's current Limited Partnership Agreement, and any amendments thereto (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. Transferee 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 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 General Partner, 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 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.

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 current Limited Partnership Agreement, and any amendments thereto.

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

Individual Owners

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 #1 Title

Authorized Signer #3 Signature & Date

Authorized Signer #3 Print Name

Authorized Signer #3 Title

Authorized Signer #2 Print Name

Authorized Signer #2 Title

Authorized Signer #4 Signature & Date

Authorized Signer #4 Print Name

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/GCDP
- eFax to Griffin Capital Investor Relations at (310) 526-0159
- Email to Griffin Capital's Investor Relations Team at InvestorRelations@griffincapital.com
- Mail directly to Griffin Capital, Attention: Investor Relations, 266 Kansas Street, El Segundo, CA 90245