UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2019
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____to _____
Commission file number: 000-56032

Black Creek Industrial REIT IV Inc.
(Exact name of registrant as specified in its charter)

Maryland	**47-1592886**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
518 Seventeenth Street, 17th Floor Denver, CO	**80202**
(Address of principal executive offices)	**(Zip code)**

(303) 228-2200
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act: None

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐	Smaller reporting company	☒
Non-accelerated filer	☒			Emerging growth company	☒

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of August 6, 2019 , there were 38,760,023 shares of the registrant's Class T common stock, 1,897,509 shares of the registrant's Class W common stock and 968,244 shares of the registrant's Class I common stock outstanding.

BLACK CREEK INDUSTRIAL REIT IV INC.
TABLE OF CONTENTS

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

BLACK CREEK INDUSTRIAL REIT IV INC.
CONDENSED CONSOLIDATED BALANCE SHEETS

(in thousands, except per share data)	As of June 30, 2019	As of December 31, 2018
	(unaudited)	
ASSETS		
Net investment in real estate properties	$ 606,213	$ 301,371
Cash and cash equivalents	41,395	19,016
Restricted cash	30	5
Straight-line and tenant receivables	2,714	1,394
Due from affiliates	3	517
Acquisition deposits	150	675
Other assets	772	475
Total assets	$ 651,277	$ 323,453
LIABILITIES AND EQUITY		
Liabilities		
Accounts payable and accrued liabilities	$ 3,536	$ 1,190
Debt, net	280,339	117,833
Notes payable to stockholders, net of debt issuance costs	376	376
Due to affiliates	24,179	18,439
Distributions payable	1,683	920
Distribution fees payable to affiliates	13,299	7,457
Other liabilities	11,597	5,465
Total liabilities	335,009	151,680
Commitments and contingencies (Note 10)		
Redeemable noncontrolling interest	723	—
Equity		
Stockholders' equity:		
Preferred stock, $0.01 par value - 200,000 shares authorized, none issued and outstanding	—	—
Class T common stock, $0.01 par value per share - 1,200,000 shares authorized, 34,722 and 19,759 shares issued and outstanding, respectively	347	198
Class W common stock, $0.01 par value per share - 75,000 shares authorized, 1,480 and 161 shares issued and outstanding, respectively	15	2
Class I common stock, $0.01 par value per share - 225,000 shares authorized, 791 and 345 shares issued and outstanding, respectively	8	3
Additional paid-in capital	337,563	180,125
Accumulated deficit	(22,389)	(8,556)
Total stockholders' equity	315,544	171,772
Noncontrolling interests	1	1
Total equity	315,545	171,773
Total liabilities and equity	$ 651,277	$ 323,453

See accompanying Notes to Condensed Consolidated Financial Statements.

BLACK CREEK INDUSTRIAL REIT IV INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

(in thousands, except per share data)	For the Three Months Ended June 30, 2019	For the Three Months Ended June 30, 2018	For the Six Months Ended June 30, 2019	For the Six Months Ended June 30, 2018
Revenues:				
Rental revenues	$ 7,001	$ 790	$ 12,964	$ 883
Total revenues	7,001	790	12,964	883
Operating expenses:				
Rental expenses	1,549	143	2,971	156
Real estate-related depreciation and amortization	3,887	461	7,015	527
General and administrative expenses	638	401	1,243	696
Advisory fees, related party	1,547	320	2,735	334
Acquisition expense reimbursements, related party	696	1,254	1,574	1,995
Other expense reimbursements, related party	491	326	963	572
Total operating expenses	8,808	2,905	16,501	4,280
Other expenses:				
Interest expense and other	1,154	324	2,355	507
Total other expenses	1,154	324	2,355	507
Total expenses before expense support	9,962	3,229	18,856	4,787
Total expense support from (reimbursement to) the Advisor, net	1,045	1,400	(1,160)	2,462
Net expenses after expense support	(8,917)	(1,829)	(20,016)	(2,325)
Net loss	(1,916)	(1,039)	(7,052)	(1,442)
Net loss attributable to redeemable noncontrolling interest	4	—	18	—
Net loss attributable to noncontrolling interests	—	—	—	—
Net loss attributable to common stockholders	$ (1,912)	$ (1,039)	$ (7,034)	$ (1,442)
Weighted-average shares outstanding	34,452	6,248	30,248	4,614
Net loss per common share - basic and diluted	$ (0.06)	$ (0.17)	$ (0.23)	$ (0.31)

See accompanying Notes to Condensed Consolidated Financial Statements.

BLACK CREEK INDUSTRIAL REIT IV INC.
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
(Unaudited)

(in thousands)	Stockholders' Equity					
	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Noncontrolling Interests	Total Equity
	Shares	Amount				
FOR THE THREE MONTHS ENDED JUNE 30, 2018						
Balance as of March 31, 2018	3,929	$ 39	$ 34,763	$ (1,007)	$ 1	$ 33,796
Net loss	—	—	—	(1,039)	—	(1,039)
Issuance of common stock	3,562	36	37,247	—	—	37,283
Upfront offering costs, including selling commissions, dealer manager fees, and offering costs	—	—	(4,116)	—	—	(4,116)
Trailing distribution fees	—	—	(1,477)	147	—	(1,330)
Distributions to stockholders	—	—	—	(851)	—	(851)
Balance as of June 30, 2018	7,491	$ 75	$ 66,417	$ (2,750)	$ 1	$ 63,743
FOR THE THREE MONTHS ENDED JUNE 30, 2019						
Balance as of March 31, 2019	28,700	$ 286	$ 259,611	$ (16,600)	$ 1	$ 243,298
Net loss ($4 allocated to redeemable noncontrolling interest)	—	—	—	(1,912)	—	(1,912)
Issuance of common stock	8,318	84	86,886	—	—	86,970
Share-based compensation	—	—	56	—	—	56
Upfront offering costs, including selling commissions, dealer manager fees, and offering costs	—	—	(5,066)	—	—	(5,066)
Trailing distribution fees	—	—	(3,666)	818	—	(2,848)
Redemptions of common stock	(25)	—	(245)	—	—	(245)
Distributions to stockholders	—	—	—	(4,695)	—	(4,695)
Redemption value allocation adjustment to redeemable noncontrolling interest	—	—	(13)	—	—	(13)
Balance as of June 30, 2019	36,993	$ 370	$ 337,563	$ (22,389)	$ 1	$ 315,545
FOR THE SIX MONTHS ENDED JUNE 30, 2018						
Balance as of December 31, 2017	1,238	$ 12	$ 10,859	$ (266)	$ 1	$ 10,606
Net loss	—	—	—	(1,442)	—	(1,442)
Issuance of common stock	6,253	63	65,374	—	—	65,437
Upfront offering costs, including selling commissions, dealer manager fees, and offering costs	—	—	(7,231)	—	—	(7,231)
Trailing distribution fees	—	—	(2,585)	213	—	(2,372)
Distributions to stockholders	—	—	—	(1,255)	—	(1,255)
Balance as of June 30, 2018	7,491	$ 75	$ 66,417	$ (2,750)	$ 1	$ 63,743
FOR THE SIX MONTHS ENDED JUNE 30, 2019						
Balance as of December 31, 2018	20,265	$ 203	$ 180,125	$ (8,556)	$ 1	$ 171,773
Net loss ($18 allocated to redeemable noncontrolling interest)	—	—	—	(7,034)	—	(7,034)
Issuance of common stock	16,829	168	175,236	—	—	175,404
Share-based compensation	—	—	359	—	—	359
Upfront offering costs, including selling commissions, dealer manager fees, and offering costs	—	—	(9,834)	—	—	(9,834)
Trailing distribution fees	—	—	(7,278)	1,438	—	(5,840)
Redemptions of common stock	(101)	(1)	(1,008)	—	—	(1,009)
Distributions to stockholders	—	—	—	(8,237)	—	(8,237)
Redemption value allocation adjustment to redeemable noncontrolling interest	—	—	(37)	—	—	(37)
Balance as of June 30, 2019	36,993	$ 370	$ 337,563	$ (22,389)	$ 1	$ 315,545

See accompanying Notes to Condensed Consolidated Financial Statements.

BLACK CREEK INDUSTRIAL REIT IV INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	For the Six Months Ended June 30,	
(in thousands)	**2019**	**2018**
Operating activities:		
Net loss	$ (7,052)	$ (1,442)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Real estate-related depreciation and amortization	7,015	527
Straight-line rent and amortization of above- and below-market leases	(1,752)	(387)
Amortization of debt issuance costs	466	213
Share-based compensation	359	—
Changes in operating assets and liabilities:		
Tenant receivables and other assets	(152)	120
Accounts payable and accrued liabilities	1,615	512
Due from / to affiliates, net	4,082	1,947
Net cash provided by operating activities	4,581	1,490
Investing activities:		
Real estate acquisitions	(253,093)	(148,918)
Acquisition deposits	(150)	—
Capital expenditures	(556)	(180)
Net cash used in investing activities	(253,799)	(149,098)
Financing activities:		
Proceeds from line of credit	170,000	78,500
Repayments of line of credit	(147,000)	—
Proceeds from term loan	90,000	—
Debt issuance costs paid	(1,348)	(717)
Proceeds from issuance of common stock	164,800	62,065
Distributions paid to common stockholders	(2,503)	(343)
Distribution fees paid to affiliates	(1,318)	(163)
Redemptions of common stock	(1,009)	—
Net cash provided by financing activities	271,622	139,342
Net increase (decrease) in cash, cash equivalents and restricted cash	22,404	(8,266)
Cash, cash equivalents and restricted cash, at beginning of period	19,021	11,046
Cash, cash equivalents and restricted cash, at end of period	$ 41,425	$ 2,780

See accompanying Notes to Condensed Consolidated Financial Statements.

BLACK CREEK INDUSTRIAL REIT IV INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. BASIS OF PRESENTATION

Unless the context otherwise requires, the "Company" refers to Black Creek Industrial REIT IV Inc. and its consolidated subsidiaries.

The accompanying unaudited condensed consolidated financial statements included herein have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). Accordingly, certain disclosures normally included in the annual audited financial statements prepared in accordance with accounting principles generally accepted in the U.S. ("GAAP") have been omitted. As such, the accompanying unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2018 , filed with the SEC on March 6, 2019 ("2018 Form 10-K").

In the opinion of management, the accompanying unaudited condensed consolidated financial statements contain all adjustments and eliminations, consisting only of normal recurring adjustments necessary for a fair presentation in conformity with GAAP.

Recently Adopted Accounting Standards

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-02, "Leases (Subtopic 842)" ("ASU 2016-02"), which provides guidance for greater transparency in financial reporting by organizations that lease assets such as real estate, airplanes and manufacturing equipment by requiring such organizations to recognize lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The Company adopted the standard when it became effective for the Company, as of the reporting period beginning January 1, 2019, and the Company elected the practical expedients available for implementation under the standard. Under the practical expedients election, the Company was not required to reassess: (i) whether an expired or existing contract meets the definition of a lease; (ii) the lease classification at the adoption date for expired or existing leases; and (iii) whether costs previously capitalized as initial direct costs would continue to be amortized. The practical expedient also allowed the Company to not separate tenant reimbursement revenue from rental revenue if certain criteria were met. The Company assessed the criteria and concluded that the timing and pattern of transfer for rental revenue and the related tenant reimbursement revenue are the same and the lease component, if accounted for separately, would be classified as an operating lease. As such, the Company accounts for and presented rental revenue and tenant reimbursement revenue as a single component in the condensed consolidated statements of operations . The standard also requires new disclosures within the notes accompanying the condensed consolidated financial statements. Additionally, in January 2018, the FASB issued ASU No. 2018-01, "Leases (Subtopic 842): Land Easement Practical Expedient for Transition to Topic 842" ("ASU 2018-01"), which updates ASU 2016-02 to include land easements under the updated guidance, including the option to elect the practical expedient discussed above. The Company also adopted ASU 2018-01 when it became effective for the Company, as of the reporting period beginning January 1, 2019, and the Company elected the practical expedients available for implementation under the standard. In addition, in December 2018, the FASB issued ASU No. 2018-20, "Narrow—Scope Improvements for Lessors" ("ASU 2018-20"), which updates ASU 2016-02 by providing the option to elect a practical expedient for lessors to exclude sales and other similar taxes from the transaction price of the contract, requires lessors to exclude from revenue and expense lessor costs paid directly to a third party by lessees, and clarifies lessors' accounting for variable payments related to both lease and nonlease components. The Company adopted ASU 2018-20 when it became effective for the Company, as of the reporting period beginning January 1, 2019, and the Company elected the practical expedients available for implementation under the standard. The adoption of these standards did not have a material effect on the Company's condensed consolidated financial statements.

In March 2019, the FASB issued ASU No. 2019-01, "Leases (Topic 842): Codification Improvements" ("ASU 2019-01"), which updates ASU 2016-02 to clarify that entities are not required to provide interim disclosures related to their adoption of ASU 2016-02 as required for other accounting changes and error corrections. The Company adopted this standard in conjunction with the adoption of ASU 2016-02. The adoption of this standard did not have a material effect on the Company's consolidated financial statements.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Redeemable Noncontrolling Interest

BCI IV Advisors Group LLC (the "Sponsor") holds, either directly or indirectly, partnership units in the Company's operating partnership ("OP Units"), which were issued as payment of the performance component of the advisory fee for the year ended December 31, 2018 pursuant to the amended and restated advisory agreement (the "Advisory Agreement") by and among the

Company, BCI IV Operating Partnership LP (the "Operating Partnership") and BCI IV Advisors LLC (the "Advisor"). The Company has classified these OP Units as redeemable noncontrolling interest in mezzanine equity on the condensed consolidated balance sheets due to the fact that, as defined in the operating partnership agreement, the Sponsor has the ability to redeem its OP units at the election of the Sponsor. The redeemable noncontrolling interest is recorded at the greater of the carrying amount, adjusted for its share of the allocation of income or loss and dividends, or the redemption value, which is equivalent to fair value, of such OP units at the end of each measurement period.

Reclassifications

Certain items in the Company's condensed consolidated balance sheets for 2018 have been reclassified to conform to the 2019 presentation. Debt issuance costs related to the line of credit have been reclassified from assets to liabilities and are presented on the condensed consolidated balance sheets as a direct deduction from the related debt liability.

3. REAL ESTATE ACQUISITIONS

The Company acquired 100% of the following properties, all of which were determined to be asset acquisitions, during the six months ended June 30, 2019 :

($ in thousands)	Acquisition Date	Number of Buildings	Total Purchase Price (1)
Airport Industrial Center	1/8/2019	1	$ 8,136
Kelly Trade Center	1/31/2019	1	15,340
7A Distribution Center	2/11/2019	1	12,151
Quakerbridge Distribution Center	3/11/2019	1	8,594
Hebron Airpark Logistics Center	5/30/2019	1	11,800
Las Vegas Light Industrial Portfolio	5/30/2019	4	59,271
Monte Vista Industrial Center	6/7/2019	1	15,539
King of Prussia Core Infill Portfolio	6/21/2019	5	31,978
Dallas Infill Industrial Portfolio (2)	6/28/2019	5	116,055
Edison Distribution Center	6/28/2019	1	27,598
Total Acquisitions		21	$ 306,462

(1) Total purchase price is equal to the total consideration paid plus any debt assumed at fair value.
(2) Includes debt assumed at fair value as of the acquisition date of $50.4 million , with a principal amount of $49.3 million .

During the six months ended June 30, 2019 , the Company allocated the purchase price of its acquisitions to land, building, and intangible lease assets and liabilities as follows:

(in thousands)	For the Six Months Ended June 30, 2019
Land	$ 91,041
Building	193,146
Intangible lease assets	26,002
Above-market lease assets	876
Below-market lease liabilities	(4,603)
Total purchase price (1)	$ 306,462

(1) Total purchase price is equal to the total consideration plus any debt assumed at fair value.

Intangible and above-market lease assets are amortized over the remaining lease term. Below-market lease liabilities are amortized over the remaining lease term, plus any below-market, fixed-rate renewal option periods. The weighted-average amortization periods for the intangible lease assets and liabilities acquired in connection with the Company's acquisitions during the six months ended June 30, 2019 , as of the respective date of each acquisition, was 3.9 years .

4. INVESTMENT IN REAL ESTATE

As of June 30, 2019 and December 31, 2018 , the Company's investment in real estate properties consisted of 34 and 13 industrial buildings, respectively.

	As of	
(in thousands)	June 30, 2019	December 31, 2018
Land	$ 182,128	$ 91,087
Building and improvements	382,651	188,872
Intangible lease assets	51,416	24,492
Construction in progress	633	476
Investment in real estate properties	616,828	304,927
Less accumulated depreciation and amortization	(10,615)	(3,556)
Net investment in real estate properties	$ 606,213	$ 301,371

Intangible Lease Assets and Liabilities

Intangible lease assets and liabilities as of June 30, 2019 and December 31, 2018 included the following:

	As of June 30, 2019			As of December 31, 2018		
(in thousands)	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Intangible lease assets (1)	$ 50,294	$ (4,626)	$ 45,668	$ 24,245	$ (1,450)	$ 22,795
Above-market lease assets (1)	1,122	(59)	1,063	247	(15)	232
Below-market lease liabilities (2)	(8,644)	1,244	(7,400)	(4,042)	582	(3,460)

(1) Included in net investment in real estate properties on the condensed consolidated balance sheets.
(2) Included in other liabilities on the condensed consolidated balance sheets.

The following table details the estimated net amortization of such intangible lease assets and liabilities, as of June 30, 2019 , for the next five years and thereafter:

	Estimated Net Amortization		
(in thousands)	Intangible Lease Assets	Above-Market Lease Assets	Below-Market Lease Liabilities
Remainder of 2019	$ 5,763	$ 141	$ 992
2020	10,733	283	1,852
2021	9,429	256	1,682
2022	7,337	203	1,311
2023	5,909	131	943
Thereafter	6,497	49	620
Total	$ 45,668	$ 1,063	$ 7,400

Future Minimum Rent

Future minimum base rental payments, which equal the cash basis of monthly contractual rent, owed to the Company from its customers under the terms of non-cancelable operating leases in effect as of June 30, 2019 and December 31, 2018 , excluding rental revenues from the potential renewal or replacement of existing leases, were as follows for the next five years and thereafter:

	As of	
(in thousands)	June 30, 2019	December 31, 2018
2019	$ 15,290	$ 14,354
2020	30,829	14,877
2021	28,235	14,567
2022	23,624	12,756
2023	18,242	10,834
Thereafter	37,519	21,378
Total	$ 153,739	$ 88,766

Rental Revenue Adjustments and Depreciation and Amortization Expense

The following table summarizes straight-line rent adjustments, amortization recognized as an increase (decrease) to rental revenues from above-and below-market lease assets and liabilities, and real estate-related depreciation and amortization expense:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
(in thousands)	2019	2018	2019	2018
Increase (Decrease) to Rental Revenue:				
Straight-line rent adjustments	$ 577	$ 189	$ 1,134	$ 190
Above-market lease amortization	(27)	(1)	(44)	(1)
Below-market lease amortization	357	143	662	198
Real Estate-Related Depreciation and Amortization:				
Depreciation expense	$ 2,122	$ 273	$ 3,840	$ 307
Intangible lease asset amortization	1,765	188	3,175	220

5. DEBT

The Company's indebtedness is currently comprised of borrowings under its line of credit, term loan, and mortgage notes. Borrowings under the non-recourse mortgage notes are secured by mortgages or deeds of trust and related assignments and security interests in collateralized and certain cross-collateralized properties, which are generally owned by single purpose entities. A summary of the Company's debt is as follows:

($ in thousands)	Weighted-Average Effective Interest Rate as of		Maturity Date	Balance as of	
	June 30, 2019	December 31, 2018		June 30, 2019	December 31, 2018
Line of credit (1)	4.00%	4.10%	September 2020	$ 142,000	$ 119,000
Term loan (2)	3.65	—	February 2024	90,000	—
Fixed-rate mortgage notes (3)	3.71	—	August 2024 - December 2027	49,250	—
Total principal amount / weighted-average (4)	3.84%	4.10%		$ 281,250	$ 119,000
Less unamortized debt issuance costs				$ (2,079)	$ (1,167)
Add mark-to-market adjustment on assumed debt				1,168	—
Total debt, net				$ 280,339	$ 117,833
Gross book value of properties encumbered by debt				$ 116,055	$ —

(1) The effective interest rate is calculated based on either: (i) the London Interbank Offered Rate ("LIBOR") plus a margin ranging from 1.60% to 2.50% ; or (ii) an alternative base rate plus a margin ranging from 0.60% to 1.50% , each depending on the Company's consolidated leverage ratio. Customary fall-back provisions apply if LIBOR is unavailable. The line of credit is available for general corporate purposes including, but not limited to, the acquisition and operation of permitted investments by the Company. A pledge of equity interests in the Company's subsidiaries that directly own unencumbered properties will be provided until such time as the Company elects to terminate such pledges, subject to satisfaction of certain financial covenants. As of June 30, 2019 , the unused portion under the line of credit was $57.9 million , and we had no amounts available.

(2) The effective interest rate is calculated based on either (i) LIBOR plus a margin ranging from 1.25% to 2.05% ; or (ii) an alternative base rate plus a margin ranging from 0.25% to 1.05% , depending on the Company's consolidated leverage ratio. The Company has the ability to borrow an additional $110.0 million under this term loan for total commitments of $200.0 million , of which $90.1 million was available as of June 30, 2019 . This term loan is available for general corporate purposes including, but not limited to, the acquisition and operation of permitted investments by the Company.

(3) Interest rates range from 3.59% to 3.75% . The assets and credit of each of the Company's properties pledged as collateral for the Company's mortgage notes are not available to satisfy the Company's other debt and obligations, unless the Company first satisfies the mortgage notes payable on the respective underlying properties.

(4) The weighted-average remaining term of the Company's debt was approximately 3.1 years as of June 30, 2019 , excluding any extension options on the line of credit.

As of June 30, 2019, the principal payments due on the Company's consolidated debt during each of the next five years and thereafter were as follows:

(in thousands)	Line of Credit (1)	Term Loan	Mortgage Notes	Total
Remainder of 2019	$ —	$ —	$ —	$ —
2020	142,000	—	—	142,000
2021	—	—	—	—
2022	—	—	—	—
2023	—	—	—	—
Thereafter	—	90,000	49,250	139,250
Total principal payments	$ 142,000	$ 90,000	$ 49,250	$ 281,250

(1) The term of the line of credit may be extended pursuant to two one -year extension options, subject to certain conditions.

LIBOR is expected to be discontinued after 2021. As of June 30, 2019, the Company's term loan is its only indebtedness with a maturity beyond 2021 that has exposure to LIBOR. The agreement governing the term loan provides procedures for determining a replacement or alternative base rate in the event that LIBOR is discontinued. However, there can be no

assurances as to whether such replacement or alternative base rate will be more or less favorable than LIBOR. The Company intends to monitor the developments with respect to the potential phasing out of LIBOR after 2021 and work with its lenders to seek to ensure any transition away from LIBOR will have minimal impact on its financial condition, but can provide no assurances regarding the impact of the discontinuation of LIBOR.

Debt Covenants

The Company's line of credit, term loan and mortgage note agreements contain various property-level covenants, including customary affirmative and negative covenants. In addition, the line of credit and term loan agreements contain certain corporate level financial covenants, including leverage ratio, fixed charge coverage ratio, and tangible net worth thresholds. The Company was in compliance with all covenants as of June 30, 2019 .

6. FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates fair value of its financial instruments using available market information and valuation methodologies it believes to be appropriate for these purposes. As of June 30, 2019 and December 31, 2018 , the fair values of cash and cash equivalents, restricted cash, tenant receivables, prepaid expenses, other assets, due from/to affiliates, accounts payable and accrued liabilities, and distributions payable approximate their carrying values due to the short-term nature of these instruments. The table below includes fair values for certain of the Company's financial instruments for which it is practicable to estimate fair value. The carrying values and fair values of these financial instruments were as follows:

	As of June 30, 2019		As of December 31, 2018	
(in thousands)	Carrying Value (1)	Fair Value	Carrying Value (1)	Fair Value
Line of credit	$ 142,000	$ 142,000	$ 119,000	$ 119,000
Term loan	90,000	90,000	—	—
Fixed rate mortgage notes	49,250	50,418	—	—
Notes payable to stockholders	376	376	376	376

(1) The carrying value reflects the principal amount outstanding.

7. STOCKHOLDERS' EQUITY

Summary of the Public and Private Offerings

A summary of the Company's initial public offering, including shares sold through the primary offering and the Company's distribution reinvestment plan ("DRIP"), and its private offering, as of June 30, 2019 , is as follows:

(in thousands)	Class T	Class W	Class I	Notes to Stockholders (1)	Total
Amount of gross proceeds raised:					
Primary offering	$ 359,929	$ 14,732	$ 7,321	$ —	$ 381,982
DRIP	5,422	85	173	—	5,680
Private offering	62	—	62	376	500
Total offering	$ 365,413	$ 14,817	$ 7,556	$ 376	$ 388,162
Number of shares issued:					
Primary offering	34,256	1,465	751	—	36,472
DRIP	540	9	17	—	566
Private offering	7	—	7	—	14
Stock dividends	—	6	3	—	9
Total offering	34,803	1,480	778	—	37,061

(1) The Company pays interest on the unpaid principal amount of the notes at a fixed rate of 18.25% per annum per note payable semi-annually in arrears. The notes mature in November 2046.

As of June 30, 2019 , approximately $1.6 billion in shares of common stock remained available for sale pursuant to the Company's initial public offering in any combination of Class T shares, Class W shares and Class I shares, including

approximately $494.3 million in shares of common stock available for sale through the Company's distribution reinvestment plan, which may be reallocated for sale in the primary offering.

Common Stock

The following table summarizes the changes in the shares outstanding for each class of common stock for the periods presented below:

(in thousands)	Class T Shares	Class W Shares	Class I Shares	Total Shares
FOR THE THREE MONTHS ENDED JUNE 30, 2018				
Balance as of March 31, 2018	3,634	6	289	3,929
Issuance of common stock:				
Primary shares	3,526	—	3	3,529
DRIP	32	—	1	33
Balance as of June 30, 2018	7,192	6	293	7,491
FOR THE THREE MONTHS ENDED JUNE 30, 2019				
Balance as of March 31, 2019	27,542	626	532	28,700
Issuance of common stock:				
Primary shares	7,005	848	256	8,109
DRIP	200	6	3	209
Redemptions	(25)	—	—	(25)
Balance as of June 30, 2019	34,722	1,480	791	36,993
FOR THE SIX MONTHS ENDED JUNE 30, 2018				
Balance as of December 31, 2017	976	6	256	1,238
Issuance of common stock:				
Primary shares	6,172	—	35	6,207
DRIP	44	—	2	46
Balance as of June 30, 2018	7,192	6	293	7,491
FOR THE SIX MONTHS ENDED JUNE 30, 2019				
Balance as of December 31, 2018	19,759	161	345	20,265
Issuance of common stock:				
Primary shares	14,645	1,311	433	16,389
DRIP	350	8	6	364
Stock grants	—	—	76	76
Redemptions	(32)	—	(69)	(101)
Balance as of June 30, 2019	34,722	1,480	791	36,993

Distributions

The following table summarizes the Company's distribution activity (including distributions reinvested in shares of the Company's common stock) for each of the quarters ended below:

	Amount				
(in thousands, except per share data)	Declared per Common Share (1)	Paid in Cash	Reinvested in Shares	Distribution Fees (2)	Gross Distributions (3)
2019					
June 30	$ 0.13625	$ 1,558	$ 2,319	$ 818	$ 4,695
March 31	0.13625	1,178	1,744	620	3,542
Total	$ 0.27250	$ 2,736	$ 4,063	$ 1,438	$ 8,237
2018					
December 31	$ 0.13625	$ 747	$ 1,102	$ 406	$ 2,255
September 30	0.13625	496	681	255	1,432
June 30	0.13625	305	399	147	851
March 31	0.13625	140	197	67	404
Total	$ 0.54500	$ 1,688	$ 2,379	$ 875	$ 4,942

(1) Amounts reflect the quarterly distribution rate authorized by the Company's board of directors per Class T share, per Class W share, and per Class I share of common stock. Distributions were declared and paid as of monthly record dates. These monthly distributions have been aggregated and presented on a quarterly basis. The distributions on Class T shares and Class W shares of common stock are reduced by the respective distribution fees that are payable with respect to such Class T shares and Class W shares.

(2) Distribution fees are paid monthly to Black Creek Capital Markets, LLC (the "Dealer Manager") with respect to Class T shares and Class W shares issued in the primary portion of the Company's initial public offering only.

(3) Gross distributions are total distributions before the deduction of any distribution fees relating to Class T shares and Class W shares.

Redemptions

The following table summarizes the Company's redemption activity for the periods presented below:

	For the Six Months Ended June 30,	
(in thousands, except per share data)	2019	2018
Number of eligible shares redeemed	101	—
Aggregate dollar amount of shares redeemed	$ 1,009	$ —
Average redemption price per share	$ 9.99	$ —

8. RELATED PARTY TRANSACTIONS

Summary of Fees and Expenses

The table below summarizes the fees and expenses incurred by the Company for services provided by the Advisor and its affiliates, and by the Dealer Manager related to the services the Dealer Manager provided in connection with the Company's initial public offering, and any related amounts payable:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,		Payable as of	
(in thousands)	2019	2018	2019	2018	June 30, 2019	December 31, 2018
Expensed:						
Advisory fee—fixed component	$ 911	$ 145	$ 1,581	$ 159	$ 404	$ 200
Advisory fee—performance component	636	175	1,154	175	1,154	723
Acquisition expense reimbursements (1)	696	1,254	1,574	1,995	4,423	3,500
Other expense reimbursements (2)	491	326	963	572	195	299
Total	$ 2,734	$ 1,900	$ 5,272	$ 2,901	$ 6,176	$ 4,722
Additional Paid-In Capital:						
Selling commissions	$ 1,788	$ 824	$ 3,606	$ 1,379	$ —	$ —
Dealer manager fees	1,529	838	3,330	1,530	—	—
Offering costs (3)	1,749	2,454	2,898	4,322	17,017	14,119
Distribution fees—current	818	147	1,438	213	288	168
Distribution fees—trailing (4)	2,848	1,330	5,840	2,372	13,299	7,457
Total	$ 8,732	$ 5,593	$ 17,112	$ 9,816	$ 30,604	$ 21,744

(1) Reflects amounts reimbursable to the Advisor for all expenses incurred by the Advisor and its affiliates on the Company's behalf in connection with the selection, acquisition, development or origination of an asset.

(2) Other expense reimbursements include certain expenses incurred in connection with the services provided to the Company under the Advisory Agreement. These reimbursements include a portion of compensation expenses of individual employees of the Advisor, including certain of the Company's named executive officers, related to services for which the Advisor does not otherwise receive a separate fee. A portion of the compensation received by certain employees of the Advisor and its affiliates may be in the form of a restricted stock grant awarded by the Company. The Company shows these as reimbursements to the Advisor to the same extent that the Company recognizes the related share-based compensation on its condensed consolidated statements of operations. The Company reimbursed the Advisor approximately $ 0.4 million and $ 0.2 million for the three months ended June 30, 2019 and 2018 , respectively, and $0.8 million and $0.4 million for the six months ended June 30, 2019 and 2018 , respectively, for such compensation expenses. The remaining amount of other expense reimbursements relate to other general overhead and administrative expenses including, but not limited to, allocated rent paid to both third parties and affiliates of the Advisor, equipment, utilities, insurance, travel and entertainment.

(3) As of June 30, 2019 , the Advisor had incurred $17.4 million of offering costs on behalf of the Company.

(4) The distribution fees accrue daily and are payable monthly in arrears. The monthly amount of distribution fees payable is included in distributions payable on the condensed consolidated balance sheets. Additionally, the Company accrues for estimated trailing amounts payable based on the shares outstanding as of the balance sheet date, which are included in distribution fees payable to affiliates on the condensed consolidated balance sheets. All or a portion of the distribution fees are reallowed or advanced by the Dealer Manager to unaffiliated participating broker dealers and broker dealers servicing accounts of investors who own Class T shares and/or Class W shares.

Expense Support Agreement

The table below provides information regarding the fees deferred and expense support provided by the Advisor, pursuant to the expense support agreement. Refer to Item 8, "Financial Statements and Supplementary Data" in the Company's 2018 Form 10-K for a description of the expense support agreement. As of June 30, 2019 , the aggregate amount paid by the Advisor pursuant to the expense support agreement was $10.9 million . Of this amount, total reimbursements to the Advisor was $4.6 million and $6.3 million remains available to be reimbursed, subject to certain conditions.

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
(in thousands)	2019	2018	2019	2018
Fees deferred	$ 911	$ 145	$ 1,581	$ 159
Other expenses supported	1,209	1,255	1,834	2,303
Total expense support from Advisor	2,120	1,400	3,415	2,462
Reimbursement of previously deferred fees and other expenses supported	(1,075)	—	(4,575)	—
Total expense support from (reimbursement to) Advisor, net (1)	$ 1,045	$ 1,400	$ (1,160)	$ 2,462

(1) As of June 30, 2019 , approximately $1.1 million was payable to the Advisor by the Company, and is included in due to affiliates on the condensed consolidated balance sheets. As of December 31, 2018 , approximately $0.7 million of expense support was payable to the Company by the Advisor, and is included in due from affiliates on the condensed consolidated balance sheets.

9. SUPPLEMENTAL CASH FLOW INFORMATION

Supplemental cash flow information and disclosure of non-cash investing and financing activities is as follows:

	For the Six Months Ended June 30,	
(in thousands)	2019	2018
Distributions payable	$ 1,683	$ 340
Distribution fees payable to affiliates	13,299	2,765
Distributions reinvested in common stock	3,671	465
Accrued offering costs due to the Advisor	17,017	5,171
Redeemable noncontrolling interest issued as settlement of performance component of the Advisory fee	723	—
Redemption value allocation adjustment to redeemable noncontrolling interest	37	—
Accrued acquisition expense reimbursements due to the Advisor	4,423	1,995
Non-cash capital expenditures	278	60
Non-cash selling commissions and dealer manager fees	6,936	2,908
Mortgage notes assumed on real estate acquisitions at fair value	50,418	—

Restricted Cash

The following table presents a reconciliation of the beginning of period and end of period cash, cash equivalents and restricted cash reported within the condensed consolidated balance sheets to the totals shown in the condensed consolidated statements of cash flows:

	For the Six Months Ended June 30,	
(in thousands)	2019	2018
Beginning of period:		
Cash and cash equivalents	$ 19,016	$ 10,565
Restricted cash (1)	5	481
Cash, cash equivalents and restricted cash	$ 19,021	$ 11,046
End of period:		
Cash and cash equivalents	$ 41,395	$ 2,616
Restricted cash (2)	30	164
Cash, cash equivalents and restricted cash	$ 41,425	$ 2,780

(1) As of December 31, 2018 , restricted cash consisted of cash held in escrow in connection with certain estimated property improvements. As of December 31, 2017 , restricted cash consisted of amounts deposited with a third-party escrow agent related to the notes issued pursuant to the private offering, which was released to the Company from escrow in January 2018.
(2) As of June 30, 2019 , restricted cash consisted of cash held in escrow in connection with a property acquisition.

10. COMMITMENTS AND CONTINGENCIES

The Company and the Operating Partnership are not presently involved in any material litigation nor, to the Company's knowledge, is any material litigation threatened against the Company or its subsidiaries.

Environmental Matters

A majority of the properties the Company acquires have been or will be subject to environmental reviews either by the Company or the previous owners. In addition, the Company may incur environmental remediation costs associated with certain land parcels it may acquire in connection with the development of land. The Company has or may acquire certain properties in urban and industrial areas that may have been leased to or previously owned by commercial and industrial companies that discharged hazardous material. The Company may purchase various environmental insurance policies to mitigate its exposure to environmental liabilities. The Company is not aware of any environmental liabilities that it believes would have a material adverse effect on its business, financial condition, or results of operations as of June 30, 2019 .

11. SUBSEQUENT EVENTS

Status of the Public and Private Offerings

A summary of the Company's initial public offering, including shares sold through the primary offering and the Company's distribution reinvestment plan, and its private offering, as of August 6, 2019 , is as follows:

(in thousands)	Class T	Class W	Class I	Notes to Stockholders	Total
Amount of gross proceeds raised:					
Primary offering	$ 400,961	$ 18,855	$ 9,084	$ —	$ 428,900
DRIP	7,040	158	210	—	7,408
Private offering	62	—	62	376	500
Total offering	$ 408,063	$ 19,013	$ 9,356	$ 376	$ 436,808
Number of shares issued:					
Primary offering	38,154	1,876	926	—	40,956
DRIP	701	16	21	—	738
Private offering	7	—	7	—	14
Stock dividends	—	6	3	—	9
Total offering	38,862	1,898	957	—	41,717

As of August 6, 2019 , approximately $1.6 billion in shares of the Company's common stock remained available for sale pursuant to the Company's initial public offering in any combination of Class T shares, Class W shares or Class I shares, including approximately $492.6 million in shares of common stock available for sale through the Company's distribution reinvestment plan, which may be reallocated for sale in the primary offering.

Completed Acquisitions

395 Distribution Center . On August 5, 2019 , the Company acquired two industrial buildings located in the Reno market. The total purchase price was $53.9 million , exclusive of transfer taxes, due diligence expenses, acquisition costs and other closing costs.

Acquisitions Under Contract

As of August 6, 2019 , the Company had entered into a contract to acquire a property with an aggregate contract purchase price of approximately $7.0 million , comprised of one industrial building. There can be no assurance that the Company will complete the acquisition of the property under contract.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

References to the terms "we," "our," or "us" refer to Black Creek Industrial REIT IV Inc. and its consolidated subsidiaries. The following discussion and analysis should be read together with our unaudited condensed consolidated financial statements and notes thereto included in this Quarterly Report on Form 10-Q.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q includes certain statements that may be deemed forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such forward-looking statements relate to, without limitation, our ability to raise capital and effectively and timely deploy the net proceeds of our public offering, the expected use of net proceeds from the public offering, our reliance on the Advisor and BCI IV Advisors Group LLC (the "Sponsor"), our understanding of our competition and our ability to compete effectively, our financing needs, our expected leverage, the effects of our current strategies, rent and occupancy growth, general conditions in the geographic area where we will operate, our future debt and financial position, our future capital expenditures, future distributions and acquisitions (including the amount and nature thereof), other developments and trends of the real estate industry, investment strategies and the expansion and growth of our operations. Forward-looking statements are generally identifiable by the use of the words "may," "will," "should," "expect," "could," "intend," "plan," "anticipate," "estimate," "believe," "continue," "project," or the negative of these words or other comparable terminology. These statements are not guarantees of future performance, and involve certain risks, uncertainties and assumptions that are difficult to predict.

The forward-looking statements included herein are based upon our current expectations, plans, estimates, assumptions, and beliefs that involve numerous risks and uncertainties. Assumptions relating to the foregoing involve judgments with respect to, among other things, future economic, competitive and market conditions, and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond our control. Although we believe that the expectations reflected in such forward-looking statements are based on reasonable assumptions, our actual results and performance could differ materially from those set forth in the forward-looking statements. Factors that could have a material adverse effect on our operations and future prospects include, but are not limited to:

- Our ability to raise capital and effectively deploy the net proceeds raised in our public offering in accordance with our investment strategy and objectives;
- The failure of properties to perform as we expect;
- Risks associated with acquisitions, dispositions and development of properties;
- Our failure to successfully integrate acquired properties and operations;
- Unexpected delays or increased costs associated with any development projects;
- The availability of cash flows from operating activities for distributions and capital expenditures;
- Defaults on or non-renewal of leases by customers, lease renewals at lower than expected rent, or failure to lease properties at all or on favorable rents and terms;
- Difficulties in economic conditions generally and the real estate, debt, and securities markets specifically;
- Legislative or regulatory changes, including changes to the laws governing the taxation of real estate investment trusts ("REITs");
- Our failure to obtain, renew, or extend necessary financing or access the debt or equity markets;
- Conflicts of interest arising out of our relationships with the Sponsor, the Advisor, and their affiliates;
- Risks associated with using debt to fund our business activities, including re-financing and interest rate risks;
- Increases in interest rates, operating costs, or greater than expected capital expenditures;
- Changes to GAAP; and
- Our ability to continue to qualify as a REIT.

Any of the assumptions underlying forward-looking statements could prove to be inaccurate. Our stockholders are cautioned not to place undue reliance on any forward-looking statements included in this Quarterly Report on Form 10-Q. All forward-looking statements are made as of the date of this Quarterly Report on Form 10-Q and the risk that actual results will differ materially from the expectations expressed in this Quarterly Report on Form 10-Q will increase with the passage of time. Except as otherwise required by the federal securities laws, we undertake no obligation to publicly update or revise any forward-looking statements after the date of this Quarterly Report on Form 10-Q, whether as a result of new information, future events, changed circumstances, or any other reason. In light of the significant uncertainties inherent in the forward-looking statements included in this Quarterly Report on Form 10-Q, including, without limitation, the risks described under "Risk Factors," the inclusion of such forward-looking statements should not be regarded as a representation by us or any other person that the objectives and plans set forth in this Quarterly Report on Form 10-Q will be achieved.

OVERVIEW

General

Black Creek Industrial REIT IV Inc. is a Maryland corporation formed on August 12, 2014 to make investments in income-producing real estate assets consisting primarily of high-quality distribution warehouses and other industrial properties that are leased to creditworthy corporate customers. We currently operate as a REIT for U.S. federal income tax purposes, and elected to be treated as a REIT beginning with our taxable year ended December 31, 2017. We utilize an Umbrella Partnership Real Estate Investment Trust ("UPREIT") organizational structure to hold all or substantially all of our assets through the Operating Partnership.

We have registered with the SEC an initial public offering of up to $2.0 billion in shares of our common stock in any combination of Class T shares, Class W shares and Class I shares, consisting of $1.5 billion in our primary offering and up to $500.0 million in shares under our distribution reinvestment plan. We are offering shares of our common stock at the "transaction price," plus applicable selling commissions and dealer manager fees. The "transaction price" generally is equal to the net asset value ("NAV") per share of our common stock most recently disclosed. Our NAV per share is calculated as of the last calendar day of each month for each of our outstanding classes of common stock, and is available generally within 15 calendar days after the end of the applicable month. Shares issued pursuant to our distribution reinvestment plan are offered at the transaction price, as indicated above, in effect on the distribution date. We may update a previously disclosed transaction price in cases where we believe there has been a material change (positive or negative) to our NAV per share relative to the most recently disclosed monthly NAV per share. See "Net Asset Value" below for further detail.

As of June 30, 2019 , we had raised gross proceeds of approximately $388.2 million from the sale of 37.1 million shares of our common stock and the issuance of notes payable in our public and private offerings, including shares issued pursuant to our distribution reinvestment plan. See " Note 7 to the Condensed Consolidated Financial Statements " for information concerning our public and private offerings.

As of June 30, 2019 , we owned and managed a real estate portfolio that included 34 industrial buildings totaling approximately 5.7 million square feet located in 12 markets throughout the U.S., with 86 customers, and was 99.1% occupied (99.6% leased) with a weighted-average remaining lease term (based on square feet) of 4.4 years. The occupied rate reflects the square footage with a paying customer in place. The leased rate includes the occupied square footage and additional square footage with leases in place that have not yet commenced.

We have used, and intend to continue to use, the net proceeds from our offerings primarily to make investments in real estate assets. We may use the net proceeds from our offerings to make other real estate-related investments and debt investments and to pay distributions. The number and type of properties we may acquire and debt and other investments we may make will depend upon real estate market conditions, the amount of proceeds we raise in our offerings, and other circumstances existing at the time we make our investments.

Our primary investment objectives include the following:

- preserving and protecting our stockholders' capital contributions;
- providing current income to our stockholders in the form of regular cash distributions; and
- realizing capital appreciation upon the potential sale of our assets or other liquidity events.

There is no assurance that we will attain our investment objectives. Our charter places numerous limitations on us with respect to the manner in which we may invest our funds. In most cases these limitations cannot be changed unless our charter is amended, which may require the approval of our stockholders.

We may acquire assets free and clear of mortgage or other indebtedness by paying the entire purchase price in cash or equity securities, or a combination thereof, and we may selectively encumber all or only certain assets with debt. The proceeds from our borrowings may be used to fund investments, make capital expenditures, pay distributions, and for general corporate purposes.

We expect to execute our corporate financing strategy by considering various lending sources, which may include long-term fixed-rate mortgage loans, unsecured or secured lines of credit or term loans, private placement or public bond issuances, and the assumption of existing loans in connection with certain property acquisitions, or any combination of the foregoing.

Net Asset Value

Our board of directors, including a majority of our independent directors, has adopted valuation procedures that contain a comprehensive set of methodologies to be used in connection with the calculation of our NAV. See our valuation procedures, incorporated by reference as Exhibit 99.2 to this Quarterly Report on Form 10-Q, for a more detailed description of our valuation procedures, including important disclosure regarding real property valuations provided by Altus Group U.S. Inc. (the "Independent Valuation Firm"). All parties engaged by us in the calculation of our NAV, including the Advisor, are subject to the oversight of our board of directors. Generally, all of our real properties are appraised once each calendar year by third-party appraisal firms in accordance with our valuation procedures and such appraisals are reviewed by our Independent Valuation Firm. As used below, "Fund Interests" means our outstanding shares of common stock, along with the partnership units in the Operating Partnership ("OP Units") held directly or indirectly by the Sponsor, and "Aggregate Fund NAV" means the NAV of all of the Fund Interests.

The following table sets forth the components of Aggregate Fund NAV as of June 30, 2019 and December 31, 2018:

(in thousands)	As of June 30, 2019	As of December 31, 2018
Real estate properties	$ 623,500	$ 306,550
Cash and other assets, net of other liabilities	31,249	16,257
Debt obligations	(282,418)	(119,000)
Aggregate Fund NAV	$ 372,331	$ 203,807
Total Fund Interests outstanding	37,017	20,265

The following table sets forth the NAV per Fund Interest as of June 30, 2019 :

(in thousands, except per Fund Interest data)	Total	Class T Shares	Class W Shares	Class I Shares	OP Units
Monthly NAV	$ 372,331	$ 349,247	$ 14,888	$ 7,473	$ 723
Fund Interests outstanding	37,017	34,722	1,480	743	72
NAV Per Fund Interest	$ 10.0583	$ 10.0583	$ 10.0583	$ 10.0583	$ 10.0583

Under GAAP, we record liabilities for ongoing distribution fees that (i) we currently owe under the terms of the dealer manager agreement and (ii) we estimate we may pay the Dealer Manager in future periods for shares of our common stock. As of June 30, 2019 , we estimated approximately $13.6 million of ongoing distribution fees were potentially payable to the Dealer Manager. We intend for our NAV to reflect our estimated value on the date that we determine our NAV. As such, we do not deduct the liability for estimated future distribution fees in our calculation of NAV that may become payable after the date as of which our NAV is calculated.

The valuation for our real properties as of June 30, 2019 was provided by the Independent Valuation Firm in accordance with our valuation procedures and determined by starting with the acquisition price of our real properties, which was adjusted based on subsequent events and assumptions used by the Independent Valuation Firm. Certain key assumptions that were used by our Independent Valuation Firm in the discounted cash flow analysis are set forth in the following table:

	Weighted-Average Basis
Exit capitalization rate	5.4%
Discount rate / internal rate of return	6.5%
Holding period of real properties (years)	10.3

A change in the rates used would impact the calculation of the value of our real properties. For example, assuming all other factors remain constant, the changes listed below would result in the following effects on the value of our real properties:

Input	Hypothetical Change	Increase (Decrease) to the NAV of Real Properties
Exit capitalization rate (weighted-average)	0.25% decrease	3.3 %
	0.25% increase	(3.0)%
Discount rate (weighted-average)	0.25% decrease	2.0 %
	0.25% increase	(2.0)%

The valuation of our debt obligations as of June 30, 2019 was calculated in accordance with fair value standards under GAAP. The key assumption used in the discounted cash flow analysis was the market interest rate. Market interest rates relating to the underlying debt obligations are based on unobservable Level 3 inputs, which we have determined to be our best estimate of current market interest rates of similar instruments. The weighted-average market interest rate used in the June 30, 2019 valuation was 3.63%.

A change in the market interest rates used could impact the calculation of the fair value of our debt obligations. For example, assuming all other factors remain constant, a decrease in the weighted-average market interest rate of 0.25% would increase the fair value of our debt obligations by approximately 0.24%. Alternatively, assuming all other factors remain constant, an increase in the weighted-average market interest rate of 0.25% would decrease the fair value of our debt obligations by approximately 0.57%.

RESULTS OF OPERATIONS

Summary of 2019 Activities

During the six months ended June 30, 2019 , we completed the following activities:

- Our NAV was $10.0583 per share as of June 30, 2019 as compared to $10.0571 per share as of December 31, 2018 .
- We raised $175.4 million of gross equity capital from our public offering.
- We acquired 21 industrial buildings comprising 2.9 million square feet for an aggregate total purchase price of approximately $306.5 million , exclusive of transfer taxes, due diligence expenses, and other closing costs. We funded these acquisitions with proceeds from our public offering and debt financings.
- In February 2019, our $200.0 million credit facility was amended and restated to provide for a $200.0 million line of credit facility and a $200.0 million term loan facility. We have the ability to increase the size of the aggregate commitment under the credit facility agreement up to $600.0 million, subject to certain conditions.

Portfolio Information

Our total owned and managed portfolio was as follows:

	As of		
(square feet in thousands)	June 30, 2019	December 31, 2018	June 30, 2018
Portfolio data:			
Total buildings	34	13	7
Total rentable square feet	5,677	2,737	1,271
Total number of customers	86	18	10
Percent occupied of total portfolio (1)	99.1%	99.3%	91.6%
Percent leased of total portfolio (1)	99.6%	100.0%	98.6%

(1) See “Overview—General” above for a description of the occupied and leased rates.

Results for the Three and Six Months Ended June 30, 2019 Compared to the Same Periods in 2018

The following table summarizes the changes in our results of operations for the three and six months ended June 30, 2019 as compared to the three and six months ended June 30, 2019 . We acquired our first property on February 26, 2018. As such, same store information is not provided due to the fact that there is less than a full six months of property operations for the period ended June 30, 2018 .

	For the Three Months Ended June 30,			For the Six Months Ended June 30,		
(in thousands, except per share data)	2019	2018	Change	2019	2018	Change
Net operating income:						
Total rental revenues	$ 7,001	$ 790	$ 6,211	$ 12,964	$ 883	$ 12,081
Total rental expenses	(1,549)	(143)	(1,406)	(2,971)	(156)	(2,815)
Total net operating income	5,452	647	4,805	9,993	727	9,266
Other (expenses) income:						
Real estate-related depreciation and amortization	(3,887)	(461)	(3,426)	(7,015)	(527)	(6,488)
General and administrative expenses	(638)	(401)	(237)	(1,243)	(696)	(547)
Advisory fees, related party	(1,547)	(320)	(1,227)	(2,735)	(334)	(2,401)
Acquisition expense reimbursements, related party	(696)	(1,254)	558	(1,574)	(1,995)	421
Other expense reimbursements, related party	(491)	(326)	(165)	(963)	(572)	(391)
Interest expense and other	(1,154)	(324)	(830)	(2,355)	(507)	(1,848)
Total expense support from (reimbursement to) the Advisor, net	1,045	1,400	(355)	(1,160)	2,462	(3,622)
Total other expenses	(7,368)	(1,686)	(5,682)	(17,045)	(2,169)	(14,876)
Net loss	(1,916)	(1,039)	(877)	(7,052)	(1,442)	(5,610)
Net loss attributable to redeemable noncontrolling interest	4	—	4	18	—	18
Net loss attributable to noncontrolling interests	—	—	—	—	—	—
Net loss attributable to common stockholders	$ (1,912)	$ (1,039)	$ (873)	$ (7,034)	$ (1,442)	$ (5,592)
Weighted-average shares outstanding	34,452	6,248	28,204	30,248	4,614	25,634
Net loss per common share - basic and diluted	$ (0.06)	$ (0.17)	$ 0.11	$ (0.23)	$ (0.31)	$ 0.08

Rental Revenues. Rental revenues are comprised of rental income, straight-line rent, and amortization of above- and below-market lease assets and liabilities. Total rental revenues increased by approximately $6.2 million and $12.1 million for the three and six months ended June 30, 2019 , respectively, as compared to the same periods in 2018 , primarily due to growth in our portfolio over these periods.

Rental Expenses . Rental expenses include certain property operating expenses typically reimbursed by our customers, such as real estate taxes, property insurance, property management fees, repair and maintenance, and utilities. Total rental expenses increased by approximately $1.4 million and $2.8 million for the three and six months ended June 30, 2019 , respectively, as compared to the same periods in 2018 , primarily due to growth in our portfolio over these periods.

Other Expenses. Other expenses, in aggregate, increased by approximately $5.7 million and $14.9 million for the three and six months ended June 30, 2019 , as compared to the same periods in 2018 , primarily due to the following:

- an increase in real estate-related depreciation and amortization expense, advisory fees and general and administrative expenses totaling an aggregate amount of $4.9 million and $9.4 million for the three and six months ended June 30, 2019, respectively, as a result of the growth in our portfolio, as compared to the same periods in 2018;
- a net decrease in expense support from the Advisor of $0.4 million and $3.6 million for the three and six months ended June 30, 2019, respectively, primarily due to the Company reimbursing the Advisor in 2019 for previously deferred fees and other expenses that were supported, as compared to no reimbursements during the same periods in 2018; and
- an increase in interest expense of $0.8 million and $1.8 million for the three and six months ended June 30, 2019, respectively, primarily related to: (i) the interest expense derived from the term loan entered into in February 2019; (ii) an increase in average net borrowings under the line of credit of $0.4 million and $31.5 million for the three and six months ended June 30, 2019, respectively, as compared to the same periods in 2018; and (iii) a higher aggregate weighted-average interest rate for our line of credit of 4.00% as of June 30, 2019 , as compared to 3.69% as of June 30, 2018 .

ADDITIONAL MEASURES OF PERFORMANCE

Net Loss and Net Operating Income ("NOI")

We define NOI as GAAP rental revenues less GAAP rental expenses. For the three and six months ended June 30, 2019 , GAAP net loss attributable to common stockholders was $1.9 million and $7.0 million , respectively, as compared to $1.0 million and $1.4 million for the three and six months ended June 30, 2018 , respectively. For the three and six months ended June 30, 2019 , NOI was $5.5 million and $10.0 million , respectively, as compared to $0.6 million and $0.7 million for the three and six months ended June 30, 2018 , respectively. We consider NOI to be an appropriate supplemental performance measure and believe NOI provides useful information to our investors regarding our financial condition and results of operations because NOI reflects the operating performance of our properties and excludes certain items that are not considered to be controllable in connection with the management of the properties, such as real estate-related depreciation and amortization, acquisition-related expenses, impairment charges, general and administrative expenses and interest expense. However, NOI should not be viewed as an alternative measure of our financial performance since it excludes such expenses, which expenses could materially impact our results of operations. Further, our NOI may not be comparable to that of other real estate companies as they may use different methodologies for calculating NOI. Therefore, we believe our net income (loss), as defined by GAAP, to be the most appropriate measure to evaluate our overall performance. Refer to "Results of Operations" above for a reconciliation of our GAAP net income (loss) to NOI for the three and six months ended June 30, 2019 and 2018 .

Funds from Operations ("FFO"), Company-Defined Funds from Operations ("Company-defined FFO") and Modified Funds from Operations ("MFFO")

We believe that FFO, Company-defined FFO, and MFFO, in addition to net income (loss) and cash flows from operating activities as defined by GAAP, are useful supplemental performance measures that our management uses to evaluate our consolidated operating performance. However, these supplemental, non-GAAP measures should not be considered as an alternative to net income (loss) or to cash flows from operating activities as an indication of our performance and are not intended to be used as a liquidity measure indicative of cash flow available to fund our cash needs, including our ability to make distributions to our stockholders. No single measure can provide users of financial information with sufficient information and only our disclosures read as a whole can be relied upon to adequately portray our financial position, liquidity, and results of operations. Fees deferred or waived by the Advisor and payments received from the Advisor and/or reimbursed to the Advisor pursuant to the expense support agreement are included in determining our net income (loss), which is used to determine FFO, Company-defined FFO, and MFFO. If we had not received support from the Advisor and/or reimbursed the Advisor pursuant to the expense support agreement, our FFO, Company-defined FFO, and MFFO would have been lower or higher. In addition, other REITs may define FFO and similar measures differently and choose to treat acquisition-related costs and potentially other accounting line items in a manner different from us due to specific differences in investment and operating strategy or for other reasons.

FFO . As defined by the National Association of Real Estate Investment Trusts ("NAREIT"), FFO is a non-GAAP measure that excludes certain items such as real estate-related depreciation and amortization. We believe FFO is a meaningful supplemental measure of our operating performance that is useful to investors because depreciation and amortization in accordance with GAAP implicitly assumes that the value of real estate assets diminishes predictably over time. We use FFO as an indication of our consolidated operating performance and as a guide to making decisions about future investments.

Company-defined FFO. Similar to FFO, Company-defined FFO is a non-GAAP measure that excludes real estate-related depreciation and amortization and also excludes acquisition-related costs, which are characterized as expenses in determining net income (loss) under GAAP. The purchase of operating properties has been a key strategic objective of our business plan focused on generating growth in operating income and cash flow in order to make distributions to investors. However, the corresponding acquisition-related costs are driven by transactional activity rather than factors specific to the on-going operating performance of our properties or investments. Company-defined FFO may not be a complete indicator of our operating performance, and may not be a useful measure of the long-term operating performance of our properties if we do not continue to operate our business plan as disclosed.

MFFO. As defined by the Institute for Portfolio Alternatives ("IPA"), MFFO is a non-GAAP supplemental financial performance measure used to evaluate our operating performance. Similar to FFO, MFFO excludes items such as real estate-related depreciation and amortization. Similar to Company-defined FFO, MFFO excludes acquisition-related costs. MFFO also excludes straight-line rent and amortization of above- and below-market leases. In addition, there are certain other MFFO adjustments as defined by the IPA that are not applicable to us and are not included in our presentation of MFFO.

We are in the acquisition phase of our life cycle. Management does not include historical acquisition-related costs in its evaluation of future operating performance, as such costs are not expected to be incurred once our acquisition phase is

complete. We use FFO, Company-defined FFO and MFFO to, among other things: (i) evaluate and compare the potential performance of the portfolio after the acquisition phase is complete, and (ii) evaluate potential performance to determine liquidity event strategies. Although some REITs may present similar measures differently from us, we believe FFO, Company-defined FFO and MFFO generally facilitate a comparison to other REITs that have similar operating characteristics to us. We believe investors are best served if the information that is made available to them allows them to align their analyses and evaluation with the same performance metrics used by management in planning and executing our business strategy. We believe that these performance metrics will assist investors in evaluating the potential performance of the portfolio after the completion of the acquisition phase. However, these supplemental, non-GAAP measures are not necessarily indicative of future performance and should not be considered as an alternative to net loss or to cash flows from operating activities and is not intended to be used as a liquidity measure indicative of cash flow available to fund our cash needs. Neither the SEC, NAREIT, nor any regulatory body has passed judgment on the acceptability of the adjustments used to calculate FFO, Company-defined FFO and MFFO. In the future, the SEC, NAREIT, or a regulatory body may decide to standardize the allowable adjustments across the non-traded REIT industry at which point we may adjust our calculation and characterization of FFO, Company-defined FFO and MFFO.

The following unaudited table presents a reconciliation of GAAP net income (loss) to NAREIT FFO, Company-defined FFO and MFFO:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,		For the Period From Inception (August 12, 2014) to June 30, 2019
(in thousands, except per share data)	2019	2018	2019	2018	
GAAP net loss attributable to common stockholders	$ (1,912)	$ (1,039)	$ (7,034)	$ (1,442)	$ (11,229)
GAAP net loss per common share	$ (0.06)	$ (0.17)	$ (0.23)	$ (0.31)	$ (2.11)
Reconciliation of GAAP net loss to NAREIT FFO:					
GAAP net loss attributable to common stockholders	$ (1,912)	$ (1,039)	$ (7,034)	$ (1,442)	$ (11,229)
Add (deduct) NAREIT adjustments:					
Real estate-related depreciation and amortization	3,887	461	7,015	527	10,556
Redeemable noncontrolling interest's share of real estate-related depreciation and amortization	(9)	—	(18)	—	(18)
NAREIT FFO attributable to common stockholders	$ 1,966	$ (578)	$ (37)	$ (915)	$ (691)
NAREIT FFO per common share	$ 0.06	$ (0.09)	$ 0.00	$ (0.20)	$ (0.13)
Reconciliation of NAREIT FFO to Company-defined FFO:					
NAREIT FFO attributable to common stockholders	$ 1,966	$ (578)	$ (37)	$ (915)	$ (691)
Add (deduct) Company-defined adjustments:					
Acquisition expense reimbursements, related party	696	1,254	1,574	1,995	6,474
Redeemable noncontrolling interest's share of acquisition expense reimbursements, related party	(2)	—	(4)	—	(4)
Company-defined FFO attributable to common stockholders	$ 2,660	$ 676	$ 1,533	$ 1,080	$ 5,779
Company-defined FFO per common share	$ 0.08	$ 0.11	$ 0.05	$ 0.23	$ 1.09
Reconciliation of Company-defined FFO to MFFO:					
Company-defined FFO attributable to common stockholders	$ 2,660	$ 676	$ 1,533	$ 1,080	$ 5,779
Add (deduct) MFFO adjustments:					
Straight-line rent and amortization of above/below-market leases	(907)	(331)	(1,752)	(387)	(3,425)
Redeemable noncontrolling interest's share of straight-line rent and amortization of above/below-market leases	2	—	4	—	4
MFFO attributable to common stockholders	$ 1,755	$ 345	$ (215)	$ 693	$ 2,358
MFFO per common share	$ 0.05	$ 0.06	$ (0.01)	$ 0.15	$ 0.44
Weighted-average shares outstanding	34,452	6,248	30,248	4,614	5,321

We believe that: (i) our FFO of $2.0 million , or $0.06 per share, as compared to the total gross distributions declared (which are paid in cash or reinvested in shares offered through our distribution reinvestment plan) in the amount of $4.7 million , or $0.14 per share, for the three months ended June 30, 2019 ; (ii) our FFO loss of $37,000 , or $0.00 per share, as compared to the total gross distributions declared (which are paid in cash or reinvested in shares offered through our distribution reinvestment plan) in the amount of $8.2 million , or $0.27 per share, for the six months ended June 30, 2019 ; and (iii) our FFO loss of $0.7 million , or $0.13 per share, as compared to the total gross distributions declared (which are paid in cash or reinvested in shares

offered through our distribution reinvestment plan) of $13.4 million , or $1.48 per share, for the period from inception (August 12, 2014) to June 30, 2019 , are not indicative of future performance as we recently initiated the acquisition phase of our life cycle. See "Liquidity and Capital Resources—Distributions" below for details concerning our distributions, which are paid in cash or reinvested in shares of our common stock by participants in our distribution reinvestment plan.

LIQUIDITY AND CAPITAL RESOURCES

Liquidity

Our primary sources of capital for meeting our cash requirements during our acquisition phase are, and will be, net proceeds from our public offerings, including proceeds from the sale of shares offered through our distribution reinvestment plan, debt financings, cash resulting from the expense support provided by the Advisor and cash generated from operating activities. Our principal uses of funds are, and will be, for the acquisition of properties and other investments, capital expenditures, operating expenses, payments under our debt obligations, and distributions to our stockholders. Over time, we intend to fund a majority of our cash needs for items other than asset acquisitions, including the repayment of debt and capital expenditures, from operating cash flows and refinancings. There may be a delay between the deployment of proceeds raised from our public offerings and our purchase of assets, which could result in a delay in the benefits to our stockholders, if any, of returns generated from our investments.

The Advisor, subject to the oversight of our board of directors and, under certain circumstances, the investment committee or other committees established by our board of directors, will continue to evaluate potential acquisitions and will engage in negotiations with sellers and lenders on our behalf. Pending investment in property, debt, or other investments, we may decide to temporarily invest any unused proceeds from our public offering in certain investments that are expected to yield lower returns than those earned on real estate assets. These lower returns may affect our ability to make distributions to our stockholders. Potential future sources of capital include proceeds from secured or unsecured financings from banks or other lenders, proceeds from the sale of assets, and undistributed funds from operations.

We believe that our cash on-hand, anticipated net offering proceeds, anticipated financing activities and cash resulting from the expense support provided by the Advisor will be sufficient to meet our liquidity needs for the foreseeable future.

Cash Flows. The following table summarizes our cash flows, as determined on a GAAP basis, for the following periods:

	For the Six Months Ended June 30,	
(in thousands)	**2019**	**2018**
Total cash provided by (used in):		
Operating activities	$ 4,581	$ 1,490
Investing activities	(253,799)	(149,098)
Financing activities	271,622	139,342
Net increase (decrease) in cash, cash equivalents and restricted cash	$ 22,404	$ (8,266)

Cash provided by operating activities during the six months ended June 30, 2019 increased by approximately $3.1 million as compared to the same period in 2018 , due to growth in our property operations, partially offset by advisory fees and expense reimbursements paid to the Advisor and its affiliates. Cash used in investing activities during the six months ended June 30, 2019 increased by approximately $104.7 million as compared to the same period in 2018 due to our acquisition activity during the six months ended June 30, 2019 . Cash provided by financing activities during the six months ended June 30, 2019 increased approximately $132.3 million as compared to the same period in 2018 primarily due to an increase in net proceeds raised in our offering of $102.7 million , as well as an increase of $33.9 million in our net borrowing activity that was comprised of aggregate proceeds received of $260.0 million from borrowing under our line of credit and term loan, which was partially offset by repayments on our line of credit of $147.0 million .

Capital Resources and Uses of Liquidity

In addition to our cash and cash equivalents balance available, our capital resources and uses of liquidity are as follows:

Line of Credit and Term Loan. On February 21, 2019, we amended and restated our existing $200.0 million credit facility to provide for a $200.0 million line of credit facility and the establishment of a $200.0 million term loan. We have the ability from time to time to increase the size of the credit facility by up to an additional $200.0 million for a total of up to $600.0 million, subject to receipt of lender commitments and satisfaction of other conditions. Any increase to the size of the credit facility may be in the form of an increase in the aggregate revolving loan commitments, the establishment of a term loan, or a combination of both. As of June 30, 2019 , we had $142.0 million outstanding under our line of credit with an effective interest rate of 4.00% , and $90.0 million outstanding under our term loan with an effective interest rate of 3.65% . The unused portion under our line of credit was $57.9 million , and we had no amounts available as of June 30, 2019 . We also have the ability to borrow an additional $110.0 million under our term loan, of which $90.1 million was available as of June 30, 2019 . Our $200.0 million line of credit matures in September 2020 , and may be extended pursuant to two one-year extension options, subject to continuing compliance with certain financial covenants and other customary conditions. Our $200.0 million term loan matures in February 2024 . Our line of credit and term loan borrowings are available for general corporate purposes including, but not limited to, the acquisition and operation of permitted investments by us. A pledge of equity interests in our subsidiaries that directly own unencumbered properties will be provided until such time as we elect to terminate such pledges, subject to satisfaction of certain financial covenants. Refer to " Note 5 to the Condensed Consolidated Financial Statements " for additional information regarding our line of credit and term loans.

LIBOR is expected to be discontinued after 2021. As of June 30, 2019, the term loan is our only indebtedness with a variable interest rate tied to LIBOR and a maturity beyond 2021. The agreement governing the term loan provides procedures for determining a replacement or alternative base rate in the event that LIBOR is discontinued. However, there can be no assurances as to whether such replacement or alternative base rate will be more or less favorable than LIBOR. We intend to monitor the developments with respect to the potential phasing out of LIBOR after 2021 and work with our lenders to seek to ensure any transition away from LIBOR will have minimal impact on our financial condition, but can provide no assurances regarding the impact of the discontinuation of LIBOR.

Mortgage Notes. As of June 30, 2019 , we had property-level borrowings of approximately $49.3 million of principal outstanding with a weighted-average remaining term of 5.9 years. These borrowings are secured by mortgages or deeds of trust and related assignments and security interests in the collateralized properties, and had a weighted-average interest rate of 3.71% . Refer to " Note 5 to the Condensed Consolidated Financial Statements " for additional information regarding the mortgage notes.

Debt Covenants. Our line of credit, term loan and mortgage note agreements contain various property-level covenants, including customary affirmative and negative covenants. In addition, the agreement governing our line of credit and term loan contains certain corporate level financial covenants, including leverage ratio, fixed charge coverage ratio, and tangible net worth thresholds. These covenants may limit our ability to incur additional debt, to make borrowings under our line of credit, or to pay distributions. We were in compliance with our debt covenants as of June 30, 2019 .

Offering Proceeds. As of June 30, 2019 , aggregate gross proceeds raised since inception from our public and private offerings, including proceeds raised through our distribution reinvestment plan, were $388.2 million ($354.9 million net of direct selling costs).

Distributions . We intend to continue to accrue and make distributions on a regular basis. For the six months ended June 30, 2019 , approximately 9.2% of our total gross distributions were paid from cash flows from operating activities, as determined on a GAAP basis, and 90.8% of our total gross distributions were funded from sources other than cash flows from operating activities, as determined on a GAAP basis; specifically 41.5% of our total gross distributions were paid from cash provided by expense support from the Advisor, and 49.3% of our total gross distributions were funded with proceeds from shares issued pursuant to our distribution reinvestment plan. Some or all of our future distributions may be paid from sources other than cash flows from operating activities, such as cash flows from financing activities, which include borrowings (including borrowings secured by our assets), proceeds from the issuance of shares pursuant to our distribution reinvestment plan, proceeds from sales of assets, cash resulting from a waiver or deferral of fees otherwise payable to the Advisor or its affiliates (including cash received pursuant to the expense support agreement), interest income from our cash balances, and the net proceeds from primary shares sold in our initial public offering. We have not established a cap on the amount of our distributions that may be paid from any of these sources. The amount of any distributions will be determined by our board of directors, and will depend on, among other things, current and projected cash requirements, tax considerations and other factors deemed relevant by our board.

For the third quarter of 2019 , our board of directors authorized monthly distributions to all common stockholders of record as of the close of business on the last business day of each month for the third quarter of 2019 , or July 31, 2019, August 31, 2019 and September 30, 2019 (each a "Distribution Record Date"). The distributions were authorized at a quarterly rate of (i) $0.13625 per Class I share of common stock and (ii) $0.13625 per Class T share and per Class W share of common stock, less the respective annual distribution fees that are payable monthly with respect to such Class T shares and Class W shares. This quarterly rate is equal to a monthly rate of (i) $0.04542 per Class I share of common stock and (ii) $0.04542 per Class T share and per Class W share of common stock, less the respective annual distribution fees that are payable with respect to such Class T shares and Class W shares. Distributions for each month of the third quarter of 2019 have been or will be paid in cash or reinvested in shares of our common stock for those electing to participate in our distribution reinvestment plan following the close of business on the respective Distribution Record Date applicable to such monthly distributions.

There can be no assurances that the current distribution rate or amount per share will be maintained. In the near-term, we expect that we may need to continue to rely on expense support from the Advisor and sources other than cash flows from operations, as determined on a GAAP basis, to pay distributions, which if insufficient could negatively impact our ability to pay such distributions.

The following table outlines sources used, as determined on a GAAP basis, to pay total gross distributions (which are paid in cash or reinvested in shares of our common stock through our distribution reinvestment plan) for the quarters ended as of the dates indicated below:

	Source of Distributions								
($ in thousands)	Provided by Expense Support (1)		Provided by Operating Activities		Proceeds from Financing Activities		Proceeds from DRIP (2)		Gross Distributions (3)
2019									
June 30	$ 2,120	45.2%	$ 256	5.5%	$ —	—%	$ 2,319	49.4%	$ 4,695
March 31	1,295	36.6	503	14.2	—	—	1,744	49.2	3,542
Total	$ 3,415	41.5%	$ 759	9.2%	$ —	—%	$ 4,063	49.3%	$ 8,237
2018									
December 31	$ 1,153	51.1%	$ —	—%	$ —	—%	$ 1,102	48.9%	$ 2,255
September 30	751	52.4	—	—	—	—	681	47.6	1,432
June 30	452	53.1	—	—	—	—	399	46.9	851
March 31	207	51.2	—	—	—	—	197	48.8	404
Total	$ 2,563	51.9%	$ —	—%	$ —	—%	$ 2,379	48.1%	$ 4,942

(1) For the six months ended June 30, 2019 , the Advisor provided expense support of $3.4 million . See " Note 8 to the Condensed Consolidated Financial Statements " for further detail on the expense support provided during the quarter. For the year ended December 31, 2018 , the Advisor provided expense support of $5.6 million. Refer to Item 8, "Financial Statements and Supplementary Data" in our 2018 Form 10-K for a description of the expense support agreement.
(2) Stockholders may elect to have their distributions reinvested in shares of our common stock through our distribution reinvestment plan.
(3) Gross distributions are total distributions before the deduction of any distribution fees relating to Class T shares and Class W shares issued in the primary portion of our initial public offering.

For the six months ended June 30, 2019 , our cash flows provided by operating activities on a GAAP basis were $4.6 million , as compared to our aggregate total gross distributions declared (which are paid in cash or reinvested in shares issued pursuant to our distribution reinvestment plan) of $8.2 million . For the six months ended June 30, 2018 , our cash flows provided by operating activities on a GAAP basis were $1.5 million , as compared to our aggregate total gross distributions declared (which are paid in cash or reinvested in shares issued pursuant to our distribution reinvestment plan) of $1.3 million .

Refer to " Note 7 to the Condensed Consolidated Financial Statements " for further detail on our distributions.

Redemptions . For the six months ended June 30, 2019 , we received eligible redemption requests for approximately 0.1 million shares of our common stock, all of which we redeemed using cash flows from financing activities, for an aggregate amount of approximately $1.0 million , or an average price of $9.99 per share. We had not redeemed any shares of our common stock and had not received any eligible requests for redemption pursuant to our share redemption program for the six months ended June 30, 2018 . See Part II, Item 2. "Unregistered Sales of Equity Securities and Use of Proceeds—Share Redemption Program," for further description of our share redemption program.

SUBSEQUENT EVENTS

Status of the Public and Private Offerings

A summary of our initial public offering, including shares sold through our primary offering and our distribution reinvestment plan, and our private offering, as of August 6, 2019 , is as follows:

(in thousands)	Class T	Class W	Class I	Notes to Stockholders	Total
Amount of gross proceeds raised:					
Primary offering	$ 400,961	$ 18,855	$ 9,084	$ —	$ 428,900
DRIP	7,040	158	210	—	7,408
Private offering	62	—	62	376	500
Total offering	$ 408,063	$ 19,013	$ 9,356	$ 376	$ 436,808
Number of shares issued:					
Primary offering	38,154	1,876	926	—	40,956
DRIP	701	16	21	—	738
Private offering	7	—	7	—	14
Stock dividends	—	6	3	—	9
Total offering	38,862	1,898	957	—	41,717

As of August 6, 2019 , approximately $1.6 billion in shares of our common stock remained available for sale pursuant to our initial public offering in any combination of Class T shares, Class W shares and Class I shares, including approximately $492.6 million in shares of common stock available for sale through our distribution reinvestment plan, which may be reallocated for sale in our primary offering.

Completed Acquisitions

395 Distribution Center . On August 5, 2019 , we acquired two industrial buildings located in the Reno market. The total purchase price was $53.9 million , exclusive of transfer taxes, due diligence expenses, acquisition costs and other closing costs.

Acquisitions Under Contract

As of August 6, 2019 , we had entered into contracts to acquire properties with an aggregate contract purchase price of approximately $7.0 million , comprised of one industrial buildings. There can be no assurance that we will complete the acquisition of the properties under contract.

CONTRACTUAL OBLIGATIONS

A summary of future obligations as of December 31, 2018 was disclosed in our 2018 Form 10-K. Except as otherwise disclosed in " Note 5 to the Condensed Consolidated Financial Statements " relating to borrowings under our line of credit and term loan, there have been no material changes outside the ordinary course of business from the future obligations disclosed in our 2018 Form 10-K.

OFF-BALANCE SHEET ARRANGEMENTS

As of June 30, 2019 , we had no off-balance sheet arrangements that have or are reasonably likely to have a material effect, on our financial condition, changes in our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures, or capital resources.

CRITICAL ACCOUNTING ESTIMATES

Our unaudited condensed consolidated financial statements have been prepared in accordance with GAAP and in conjunction with the rules and regulations of the SEC. The preparation of our unaudited condensed consolidated financial statements requires significant management judgments, assumptions, and estimates about matters that are inherently uncertain. These judgments affect the reported amounts of assets and liabilities and our disclosure of contingent assets and liabilities at the dates of the condensed consolidated financial statements and the reported amounts of revenue and expenses during the reporting periods. With different estimates or assumptions, materially different amounts could be reported in our condensed consolidated financial statements. Additionally, other companies may utilize different estimates that may impact the comparability of our

results of operations to those of companies in similar businesses. For a detailed description of our critical accounting estimates, see Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our 2018 Form 10-K. As of June 30, 2019 , our critical accounting estimates have not changed from those described in our 2018 Form 10-K.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

We may be exposed to the impact of interest rate changes. Our interest rate risk management objectives are to limit the impact of interest rate changes on earnings and cash flows, and optimize overall borrowing costs. To achieve these objectives, we plan to borrow on a fixed interest rate basis for longer-term debt and utilize interest rate swap agreements on certain variable interest rate debt in order to limit the effects of changes in interest rates on our results of operations. As of June 30, 2019 , our debt outstanding consisted of borrowings under our line of credit, term loan, mortgage notes and notes payable to investors in our private offering.

Fixed Interest Rate Debt. As of June 30, 2019 , our fixed interest rate debt consisted of $49.3 million of principal borrowings under our mortgage notes and $0.4 million of notes payable issued pursuant to our private offering. The impact of interest rate fluctuations on our fixed interest rate debt will generally not affect our future earnings or cash flows unless such borrowings mature, are otherwise terminated or payments are made on the principal balance. However, interest rate changes could affect the fair value of our fixed interest rate debt. As of June 30, 2019, the fair value and the carrying value of our fixed interest rate debt were $50.8 million and $49.7 million, respectively. The fair value estimate of our fixed interest rate debt was estimated using a discounted cash flow analysis utilizing rates we would expect to pay for debt of a similar type and remaining maturity if the loans were originated on June 30, 2019. Based on our debt as of June 30, 2019 , we do not expect that market fluctuations in interest rates will have a significant impact on our future earnings or operating cash flows.

Variable Interest Rate Debt. As of June 30, 2019 , our variable interest rate debt consisted of $142.0 million of borrowings under our line of credit and $90.0 million of borrowings under our term loan. Interest rate changes on our variable-rate debt could impact our future earnings and cash flows, but would not significantly affect the fair value of such debt. As of June 30, 2019 , we were exposed to market risks related to fluctuations in interest rates on $232.0 million of borrowings. A hypothetical 10% change in the average interest rate on the outstanding balance of our variable interest rate debt as of June 30, 2019 , would change our annual interest expense by approximately $0.6 million .

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Under the direction of our Chief Executive Officer and Chief Financial Officer, we evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of June 30, 2019 . Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of June 30, 2019 , our disclosure controls and procedures were effective.

Internal Control Over Financial Reporting

There have not been any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the six months ended June 30, 2019 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this report, you should carefully consider the risk factors discussed in Part I, Item 1A, "Risk Factors" of our 2018 Form 10-K, which could materially affect our business, financial condition, and/or future results. The risks described in our 2018 Form 10-K are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition, and/or operating results.

With the exception of the risk factors set forth below, which updates the risk factors disclosed in our 2018 Form 10-K, there have been no material changes to the risk factors disclosed in our 2018 Form 10-K.

RISKS RELATED TO INVESTING IN OUR PUBLIC OFFERING

No rule or regulation requires that we calculate our NAV in a certain way, and our board of directors, including a majority of our independent directors, may adopt changes to the valuation procedures. In addition, because we do not include organization and offering expenses and acquisition expenses for which the Advisor has agreed to defer reimbursement in our calculation of NAV for a certain period of time, our NAV will be higher during the period of the deferral and may decrease once such deferral ends.

There are no existing rules or regulatory bodies that specifically govern the manner in which we calculate our NAV. As a result, it is important that our stockholders pay particular attention to the specific methodologies and assumptions we will use to calculate our NAV. Other public REITs may use different methodologies or assumptions to determine their NAV. In addition, each year our board of directors, including a majority of our independent directors, will review the appropriateness of our valuation procedures and may, at any time, adopt changes to the valuation procedures. For example, we do not currently include any enterprise value or real estate acquisition costs in our assets calculated for purposes of our NAV. If we acquire real property assets as a portfolio, we may pay a premium over the amount that we would pay for the assets individually. In addition, we will not include organization and offering expenses (other than selling commissions, dealer manager fees and distribution fees) in our calculation of NAV for periods through December 31, 2019, but rather will amortize them to expense on a straight-line basis over the five years following December 31, 2019. Beginning January 1, 2020, all organization and offering expenses (other than selling commissions, dealer manager fees and distribution fees, which will affect the NAV as indicated below) incurred, as well as those expenses incurred prior to January 1, 2020 which will be amortized, will reduce NAV as part of our estimated income and expense accruals. We have adopted this methodology due to the Advisor's agreement to advance all such organization and offering expenses through December 31, 2019 and to be reimbursed by us for such advanced organization and offering expenses ratably over the sixty months following December 31, 2019. Similarly, for NAV calculation purposes, any acquisition expenses incurred or paid which have not been reimbursed to the Advisor will not reduce NAV for periods through December 31, 2019, but rather will be amortized to expense on a straight-line basis over the eighteen months following December 31, 2019. Beginning January 1, 2020, all acquisition expenses incurred, as well as those expenses incurred prior to January 1, 2020, which will be amortized, will reduce NAV as part of our estimated income and expense accruals. We have adopted this methodology due to the Advisor's agreement to defer reimbursement of all or a portion of acquisition expenses incurred or paid on our behalf if, in a given month, the reimbursement of acquisition expenses to the Advisor would cause the NAV per share to be lower than the lesser of $10.00 or the NAV per share calculated for the prior month, which we refer to as a shortfall. If the reimbursement would result in a shortfall, then the Advisor will defer reimbursement of acquisition expenses in the amount necessary to prevent a shortfall for such month. The Advisor will be reimbursed for any such unreimbursed acquisition expenses ratably over the eighteen months following December 31, 2019. Accordingly, during the period of the Advisor's deferral of the reimbursement of organization and offering expenses and acquisition expenses, our NAV will be higher than it would otherwise be but for the deferral and may decrease once such deferral ends. Investors should consider this when determining to purchase shares of our common stock during the period of the deferral. As of June 30, 2019, the Advisor had incurred organization and offering expenses and acquisition expenses for which the Advisor had deferred reimbursement in an aggregate amount equal to $21.5 million. Our board of directors may change these or other aspects of our valuation procedures, which changes may have an adverse effect on our NAV and the price at which our stockholders may sell shares to us under our share redemption program. See our valuation procedures, filed as Exhibit 99.2 to this Quarterly Report on Form 10-Q, for more details regarding our valuation methodologies, assumptions and procedures.

RISKS RELATED TO THE ADVISOR AND ITS AFFILIATES

We compete with entities sponsored or advised by affiliates of the Sponsor, for whom affiliates of the Sponsor provide certain advisory or management services, for opportunities to acquire or sell investments, and for customers, which may have an adverse impact on our operations.

We compete with existing entities sponsored or advised by affiliates of the Sponsor and may compete with any such entity created in the future, as well as entities for whom affiliates of the Sponsor provide certain advisory or management services, for opportunities to acquire, lease, finance or sell certain types of properties. We may also buy, finance or sell properties at the same time as these entities are buying, financing or selling properties. In this regard, there is a risk that we will purchase a property that provides lower returns to us than a property purchased by entities sponsored or advised by affiliates of the Sponsor and entities for whom affiliates of the Sponsor provide certain advisory or management services. Certain entities sponsored or advised by affiliates of the Sponsor own and/or manage properties in geographical areas in which we expect to own properties. Therefore, our properties may compete for customers with other properties owned and/or managed by these entities. The Advisor may face conflicts of interest when evaluating customer leasing opportunities for our properties and other properties owned and/or managed by these entities and these conflicts of interest may have a negative impact on our ability to attract and retain customers.

The Sponsor and the Advisor have implemented lease allocation guidelines to assist with the process of the allocation of leases when we and certain other entities to which affiliates of the Advisor are providing certain advisory services have potentially competing properties with respect to a particular customer. Pursuant to the lease allocation guidelines, if we have an opportunity to bid on a lease with a prospective customer and one or more of these other entities has a potentially competing property, then, under certain circumstances, we may not be permitted to bid on the opportunity and in other circumstances, we and the other entities will be permitted to participate in the bidding process. The lease allocation guidelines are overseen by a joint management committee consisting of our management committee and certain other management representatives associated with other entities to which affiliates of the Advisor are providing similar services.

Because affiliates of the Sponsor and the Advisor currently sponsor and in the future may advise other investment vehicles (each, an "Investment Vehicle") with overlapping investment objectives, strategies and criteria, potential conflicts of interest may arise with respect to industrial real estate investment opportunities ("Industrial Investments"). In order to manage this potential conflict of interest, in allocating Industrial Investments among the Investment Vehicles, the Sponsor follows an allocation policy (the "Allocation Policy") which currently provides that if the Sponsor or one of its affiliates is awarded and controls an Industrial Investment that is suitable for more than one Investment Vehicle, based upon various Allocation Factors (defined below), including without limitation availability of capital, portfolio objectives, diversification goals, target investment markets, return requirements, investment timing and the Investment Vehicle's applicable approval discretion and timing, then the Industrial Investment will be allocated to Investment Vehicles on a rotational basis and will be offered to the Investment Vehicle at the top of the rotation list (that is, the Investment Vehicle that has gone the longest without being allocated an Industrial Investment). If an Investment Vehicle on the list declines the Industrial Investment, it will be rotated to the bottom of the rotation list. Exceptions may be made to the Allocation Policy for (x) transactions necessary to accommodate an exchange pursuant to Section 1031 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or (y) characteristics of a particular Industrial Investment or Investment Vehicle, such as adjacency to an existing asset, legal, regulatory or tax concerns or benefits, portfolio balancing or other Allocation Factors listed below, which make the Industrial Investment more advantageous to one of the Investment Vehicles. In addition, the Sponsor may from time to time specify that it will not seek new allocations for more than one Investment Vehicle until certain minimum allocation levels are reached.

The Sponsor may from time to time grant to certain Investment Vehicles certain exclusivity, rotation or other priority (each, a "Special Priority") with respect to Industrial Investments or other investment opportunities. Current existing Special Priorities have been granted to: (i) Build-to-Core Industrial Partnership III LLC ("BTC III"), pursuant to which BTC III will be presented one out of every three qualifying development Industrial Investments (subject to the terms and conditions of the BTC III partnership agreement) until such time as capital commitments thereunder have been fully committed; (ii) Black Creek Industrial Fund LP ("BCIF") pursuant to which BCIF will be presented one out of every three potential development Industrial Investments, one out of every five potential value-add Industrial Investments, and one out of every three potential core Industrial Investments (subject to terms and conditions of the BCIF partnership agreement) until such time as capital commitments accepted by BCIF on or prior to March 31, 2020 have been called or committed.; and (iii) the BTC II Partnership pursuant to which the BTC II Partnership will be presented one out of every three qualifying development Industrial Investments (subject to terms and conditions of the BTC II Partnership agreement) until such time as capital commitments thereunder have been fully committed. The Sponsor or its affiliates may grant additional special priorities in the future and from time to time. In addition, to the extent that a potential conflict of interest arises with respect to an investment opportunity other than an Industrial Investment, the Sponsor currently expects to manage the potential conflict of interest by allocating the

investment in accordance with the principles of the Allocation Policy the Sponsor follows with respect to Industrial Investments.

"Allocation Factors" are those factors that the Sponsor maintains and updates from time to time based on review by the Sponsor's Head of Real Estate. Current examples of Allocation Factors include:

- Overall investment objectives, strategy and criteria, including product type and style of investing (for example, core, core plus, value-add and opportunistic);
- The general real property sector or debt investment allocation targets of each program and any targeted geographic concentration;
- The cash requirements of each program;
- The strategic proximity of the investment opportunity to other assets;
- The effect of the acquisition on diversification of investments, including by type of property, geographic area, customers, size and risk;
- The policy of each program relating to leverage of investments;
- The effect of the acquisition on loan maturity profile;
- The effect on lease expiration profile;
- Customer concentration;
- The effect of the acquisition on ability to comply with any restrictions on investments and indebtedness contained in applicable governing documents, SEC filings, contracts or applicable law or regulation;
- The effect of the acquisition on the applicable entity's intention not to be subject to regulation under the Investment Company Act;
- Legal considerations, such as Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Foreign Investment in Real Property Tax Act ("FIRPTA"), that may be applicable to specific investment platforms;
- The financial attributes of the investment opportunity;
- Availability of financing;
- Cost of capital;
- Ability to service any debt associated with the investment opportunity;
- Risk return profiles;
- Targeted distribution rates;
- Anticipated future pipeline of suitable investments;
- Expected holding period of the investment opportunity and the applicable entity's remaining term;
- Whether the applicable entity still is in its fundraising and acquisition stage, or has substantially invested the proceeds from its fundraising stage;
- Whether the applicable entity was formed for the purpose of making a particular type of investment;
- Affiliate and/or related party considerations;
- The anticipated cash flow of the applicable entity and the asset;
- Tax effects of the acquisition, including on REIT or partnership qualifications;
- The size of the investment opportunity; and
- The amount of funds available to each program and the length of time such funds have been available for investment.

The Sponsor may modify its overall allocation policies from time to time. Any changes to the Sponsor's allocation policies will be timely reported to our Conflicts Resolution Committee. The Advisor will be required to provide information to our board of directors on a quarterly basis to enable our board of directors, including the independent directors, to determine whether such policies are being fairly applied.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Use of Proceeds

On February 18, 2016, our Registration Statement on Form S-11 (File No. 333-200594), pursuant to which we are making our initial public offering of up to $2.0 billion in shares of common stock, was declared effective under the Securities Act and our initial public offering commenced the same day. Our initial public offering is a continuous offering that was initially expected to end no later than February 18, 2019. On January 4, 2019, we filed a new registration statement for the offering of up to $2.0 billion in Class T shares, Class W shares and Class I shares of common stock, consisting of up to $1.5 billion offered in the primary offering and up to $500.0 million offered under the distribution reinvestment plan. We may reallocate amounts between the primary offering and distribution reinvestment plan. This new registration statement is not yet effective and our initial public offering will continue until the time that such registration statement becomes effective.

The table below summarizes the gross offering proceeds raised from our initial public offering, including shares issued pursuant to our distribution reinvestment plan; the direct selling costs incurred by certain of our affiliates on our behalf in connection with the issuance and distribution of our registered securities; and the offering proceeds net of those direct selling costs.

(in thousands)	For the Period from Inception (August 12, 2014) to June 30, 2019
Gross offering proceeds	$ 387,662
Selling commissions (1)	$ 8,181
Dealer manager fees (1)	8,013
Offering costs	17,017
Total direct selling costs incurred related to public offering (2)	$ 33,211
Offering proceeds, net of direct selling costs	$ 354,451

(1) The selling commissions and dealer manager fees were payable to the Dealer Manager. A substantial portion of the commissions and fees were reallowed by the Dealer Manager to participating broker dealers as commissions and marketing fees and expenses.

(2) This amount excludes the distribution fees paid to the Dealer Manager, all or a portion of which are reallowed by the Dealer Manager to participating broker dealers or broker dealers servicing accounts of investors who own Class T shares or Class W shares, referred to as servicing broker dealers. The distribution fees are not paid from and do not reduce offering proceeds, but rather they reduce the distributions payable to stockholders with respect to Class T shares and Class W shares.

As of June 30, 2019 , we owned and managed 34 buildings totaling approximately 5.7 million square feet for an aggregate total purchase price of approximately $605.3 million , exclusive of transfer taxes, due diligence expenses, and other closing costs.

Share Redemption Program

Subject to certain restrictions and limitations, our share redemption program may provide a limited opportunity for stockholders to have shares of our common stock redeemed for cash. To the extent our board of directors determines that we have sufficient available cash for redemptions, we initially intend to redeem shares under our share redemption program on a monthly basis; however, our board of directors may determine from time to time to adjust the timing of redemptions or suspend, terminate or otherwise modify our share redemption program.

While stockholders may request on a monthly basis that we redeem all or any portion of their shares pursuant to our share redemption program, we are not obligated to redeem any shares and may choose to redeem only some, or even none, of the shares that have been requested to be redeemed in any particular month, in our discretion. In addition, our ability to fulfill redemption requests is subject to a number of limitations. As a result, share redemptions may not be available each month. Under our share redemption program, to the extent we determine to redeem shares in any particular month, we will only redeem shares as of the last calendar day of that month (each such date, a “Redemption Date”). Redemptions will be made at the transaction price in effect on the Redemption Date, except that all shares of our common stock that have not been outstanding for at least one year will be redeemed at 95.0% of the transaction price and Class T shares that have been outstanding for at least one year but less than two years will be redeemed at 97.5% of the transaction price. Each of these deductions is referred to as an “Early Redemption Deduction.” An Early Redemption Deduction will not be applied with respect to: (i) Class W shares and Class I shares that have been outstanding for at least one year; and (ii) Class T shares that

have been outstanding for at least two years. The "transaction price" generally will be equal to the NAV per share of our common stock most recently disclosed by us. We will redeem shares at a price that we believe reflects the NAV per share of such stock more appropriately than the most recently disclosed monthly NAV per share, including by updating a previously disclosed transaction price, in cases where we believe there has been a material change (positive or negative) to the NAV per share relative to the most recently disclosed monthly NAV per share. An Early Redemption Deduction may be waived in certain circumstances including: (i) in the case of redemption requests arising from the death or qualified disability of the holder; (ii) in the event that a stockholder's shares are redeemed because the stockholder has failed to maintain the $2,000 minimum account balance; or (iii) with respect to shares purchased through our distribution reinvestment plan or received from us as a stock dividend. To have shares redeemed, a stockholder's redemption request and required documentation must be received in good order by 4:00 p.m. (Eastern time) on the second to last business day of the applicable month. Settlements of share redemptions will be made within three business days of the Redemption Date. An investor may withdraw its redemption request by notifying the transfer agent before 4:00 p.m. (Eastern time) on the last business day of the applicable month.

Under our share redemption program, we may redeem during any calendar month shares whose aggregate value (based on the price at which the shares are redeemed) is 2.0% of our aggregate NAV as of the last calendar day of the previous quarter and during any calendar quarter whose aggregate value (based on the price at which the shares are redeemed) is up to 5.0% of our aggregate NAV as of the last calendar day of the prior calendar quarter. During a given quarter, if in each of the first two months of such quarter the 2.0% redemption limit is reached and stockholders' redemptions are reduced *pro rata* for such months, then in the third and final month of that quarter, the applicable limit for such month will likely be less than 2.0% of our aggregate NAV as of the last calendar day of the previous month because the redemptions for that month, combined with the redemptions in the previous two months, cannot exceed 5% of our aggregate NAV as of the last calendar day of the prior calendar quarter.

Although the vast majority of our assets consist of properties that cannot generally be readily liquidated on short notice without impacting our ability to realize full value upon their disposition, we intend to maintain a number of sources of liquidity including: (i) cash equivalents (e.g. money market funds), other short-term investments, U.S. government securities, agency securities and liquid real estate-related securities; and (ii) one or more borrowing facilities. We may fund redemptions from any available source of funds, including operating cash flows, borrowings, proceeds from our public offering and/or sales of our assets.

Should redemption requests, in our judgment, place an undue burden on our liquidity, adversely affect our operations or risk having an adverse impact on us as a whole, or should we otherwise determine that investing our liquid assets in real properties or other illiquid investments rather than redeeming our shares is in the best interests of the company as a whole, then we may choose to redeem fewer shares than have been requested to be redeemed, or none at all. In the event that we determine to redeem some but not all of the shares submitted for redemption during any month for any of the foregoing reasons, shares submitted for redemption during such month will be redeemed on a pro rata basis. All unsatisfied redemption requests must be resubmitted after the start of the next month or quarter, or upon the recommencement of the share redemption program, as applicable. If the transaction price for the applicable month is not made available by the tenth business day prior to the last business day of the month (or is changed after such date), then no redemption requests will be accepted for such month and stockholders who wish to have their shares redeemed the following month must resubmit their redemption requests.

The preceding summary does not purport to be a complete summary of our share redemption program and is qualified in its entirety by reference to the share redemption program, which is incorporated by reference as Exhibit 4.3 to this Quarterly Report on Form 10-Q.

Refer to Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations" for additional details regarding our redemption history.

The table below summarizes the redemption activity for the three months ended June 30, 2019 :

For the Month Ended	Total Number of Shares Redeemed	Average Price Paid per Share	Total Number of Shares Redeemed as Part of Publicly Announced Plans or Programs	Maximum Number of Shares That May Yet Be Redeemed Under the Plans or Programs (1)
April 30, 2019	8,740	$ 9.63	8,740	—
May 31, 2019	13,134	9.82	13,134	—
June 30, 2019	3,274	9.81	3,274	—
Total	25,148	$ 9.75	25,148	—

(1) We limit the number of shares that may be redeemed per calendar quarter under the program as described above.

ITEM 6. EXHIBITS

The exhibits required by this item are set forth on the Exhibit Index attached hereto.

EXHIBIT INDEX

Exhibit Number	Description
3.1	Third Articles of Amendment and Restatement. Incorporated by reference to Exhibit 3.1 to Pre-Effective Amendment No. 1 to Post-Effective Amendment No. 3 to the Registration Statement on Form S-11 (File No. 333-200594) filed with the SEC on June 30, 2017 ("Pre-Effective Amendment").
3.2	Third Amended and Restated Bylaws of Black Creek Industrial REIT IV Inc. (formerly known as Industrial Logistics Realty Trust Inc.). Incorporated by reference to Exhibit 3.2 to the Quarterly Report on Form 10-Q filed with the SEC on November 9, 2017.
4.1	Form of Subscription Agreement. Incorporated by reference to Appendix B to Post-Effective Amendment No. 5 to the Registration Statement on Form S-11 (File No. 333-200594) on April 18, 2018.
4.2	Third Amended and Restated Distribution Reinvestment Plan. Incorporated by reference to Exhibit 4.2 to the Pre-Effective Amendment No. 1 to Post-Effective Amendment No. 3 to Form S-11 (File No. 333-200594) filed with the SEC on July 3, 2017.
4.3	Share Redemption Program, effective as of November 1, 2017. Incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed with the SEC on November 2, 2017.
10.1*	Purchase Agreement, dated May 13, 2019, by and among TLF Logistics II Cameron Business Center, LLC, TLF Logistics II Eldorado Business Center, LLC and BCI IV Acquisitions LLC.
10.2*	Purchase and Sale Agreement, dated May 15, 2019, by and among Pioneer Industrial, LLC, Pioneer Parking Lot, LLC, Cava Northgate Industrial LLC and BCI IV Acquisitions LLC.
10.3*	Amended and Restated Advisory Agreement (2019), dated June 12, 2019, by and among Black Creek Industrial REIT IV Inc., BCI IV Operating Partnership LP and BCI IV Advisors LLC.
31.1*	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certifications of Principal Executive Officer and Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.1*	Consent of Altus Group U.S., Inc.
99.2	Net Asset Value Calculation and Valuation Procedures. Incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed with the SEC on June 15, 2018.
101	The following materials from Black Creek Industrial REIT IV Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2019, filed on August 12, 2019, formatted in XBRL (eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets, (ii) Condensed Consolidated Statements of Operations, (iii) Condensed Consolidated Statements of Equity, (iv) Condensed Consolidated Statements of Cash Flows, and (v) Notes to the Condensed Consolidated Financial Statements.

* Filed herewith.
** Furnished herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

BLACK CREEK INDUSTRIAL REIT IV INC.

August 12, 2019 By: /s/ D WIGHT L. M ERRIMAN III

Dwight L. Merriman III
Managing Director, Chief Executive Officer
(Principal Executive Officer)

August 12, 2019 By: /s/ T HOMAS G. M CGONAGLE

Thomas G. McGonagle
Managing Director, Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

PURCHASE AGREEMENT

(ElDorado Business Park, 7445, 7465 and 7485 Dean Martin Drive, Las Vegas, Clark County, Nevada 89139
and
Cameron Business Center, 4701 Cameron Street, Las Vegas, Clark County, Nevada 89103)

THIS PURCHASE AGREEMENT (this " **Agreement** ") is made and entered into as of May 13, 2019 (the " **Effective Date** "), by and among **TLF LOGISTICS II CAMERON BUSINESS CENTER, LLC** , a Delaware limited liability company (" **Cameron** "), and **TLF LOGISTICS II ELDORADO BUSINESS CENTER, LLC** , a Delaware limited liability company (" **Eldorado** ," and together with Cameron, " **Sellers** "), and **BCI IV ACQUISITIONS LLC** , a Delaware limited liability company (" **Buyer** ").

R E C I T A L S

Sellers desire to sell, and Buyer desires to purchase, the "Properties" (as hereinafter defined) on the terms and conditions hereinafter documented.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, the receipt of which is hereby acknowledged, it is hereby agreed by the parties as follows:

1. Certain Defined Terms . As used herein:

1.1 " **Access Agreement** " shall mean that certain letter agreement, dated April 24, 2019, by and among Sellers and Buyer, as accepted by Buyer on April 24, 2019 (the " **Access Acceptance Date** ").

1.2 " **Cameron Appurtenances** " shall mean, as to the Cameron Land, (a) all easements or licenses benefitting the Cameron Land; (b) all streets, alleys and rights of way, open or proposed, in front of or adjoining or servicing all or any part of the Cameron Land; (c) all strips and gores in front of or adjoining all or any part of the Cameron Land; (d) all development rights, air rights, wind rights, water, water rights, riparian rights, and water stock relating to the Cameron Land; and (e) all other rights, benefits, licenses, interests, privileges, easements, tenements and hereditaments appurtenant to the Cameron Land or used in connection with the beneficial use and enjoyment of the Cameron Land or in anywise appertaining to the Cameron Land.

1.3 " **Cameron Improvements** " shall mean the improvements, structures and fixtures located upon the Cameron Land.

1.4 " **Cameron Intangible Property** " shall mean, as to the Cameron Land, the Cameron Improvements and the Cameron Personal Property, (a) all Leases of any portion of the

Cameron Land or Cameron Improvements, and (b) to the extent the following items are assignable without cost to Cameron and relate solely to the Cameron Land, the Cameron Improvements and the Cameron Personal Property, (i) all "Service Agreements" (as hereinafter defined) for the Cameron Property that are to be assumed by Buyer at the Closing as provided in this Agreement, (ii) governmental permits, (iii) entitlements, (iv) licenses and approvals, (v) unexpired warranties and guarantees received in connection with any work or services performed with respect thereto, or equipment installed therein, (vi) tenant lists, (vii) advertising material, (viii) telephone exchange numbers and (ix) all trademarks and tradenames used exclusively in connection with the Cameron Property, but in all cases excluding the "Reserved Company Assets" (as hereinafter defined).

1.5 " **Cameron Land** " shall mean the land described in **Schedule 1** attached hereto.

1.6 " **Cameron Leases** " shall mean, collectively, any leases of space in the Cameron Property (including amendments thereto) entered into in accordance with this Agreement.

1.7 " **Cameron Personal Property** " shall mean, as to the Cameron Land and the Cameron Improvements, the tangible personal property owned by Cameron located on, and used exclusively in connection with, the Cameron Land and the Cameron Improvements including all building materials, supplies, hardware, carpeting and other inventory located on or in the Cameron Land or the Cameron Improvements and maintained in connection with the ownership and operation thereof, but in all cases excluding computer software, personal property owned by any tenants under the Cameron Leases and the Reserved Company Assets.

1.8 " **Cameron Property** " shall mean collectively, all of Cameron's right title and interest in (a) the Cameron Land, (b) the Cameron Appurtenances, (c) the Cameron Improvements, (d) the Cameron Personal Property, and (e) the Cameron Intangible Property.

1.9 " **Closing Date** " shall mean Wednesday, May 29, 2019, unless otherwise agreed in writing by the parties, as such date may be extended as expressly provided in this Agreement.

1.10 " **Closing Documents** " shall mean any certificate, instrument or other document executed by a party or an affiliate of a party and delivered at or in connection with the "Closing" (as hereinafter defined) pursuant to this Agreement.

1.11 " **Deposit** " shall mean ONE MILLION TWO HUNDRED FIFTY THOUSAND AND No/100 DOLLARS ($1,250,000.00), together with all interest earned thereon.

1.12 " **Due Diligence Materials** " shall mean all documents, materials, data, analyses, reports, studies and other information pertaining to or concerning Sellers, the Properties

or the purchase of the Properties, to the extent the same have been delivered to or made available for review by Buyer or any of its agents, employees or representatives, including (a) all documents, materials, data, analyses, reports, studies and other information made available to Buyer or any of its agents, employees or representatives for review within a reasonable period of time prior to the expiration of the Due Diligence Period electronically or through an on-line data website (or thereafter within a reasonable period of time prior to the expiration of the Due Diligence Period provided that after the initial delivery of documents and materials, Sellers provide Buyer with written or e-mail notice of such additional documents and materials), and (b) all information disclosed in the real estate records of the applicable jurisdiction in which the Properties are located, but in all cases excluding the "Excluded Materials" (as hereinafter defined) except to the extent any Excluded Materials are actually delivered or made available to Buyer or any of its agents, employees or representatives.

1.13 " **Due Diligence Period** " shall mean the period commencing on the Access Acceptance Date and ending at 5:00 p.m. Pacific time on Wednesday, May 22, 2019.

1.14 " **Eldorado Appurtenances** " shall mean, as to the Eldorado Land, (a) all easements or licenses benefitting the Eldorado Land; (b) all streets, alleys and rights of way, open or proposed, in front of or adjoining or servicing all or any part of the Eldorado Land; (c) all strips and gores in front of or adjoining all or any part of the Eldorado Land; (d) all development rights, air rights, wind rights, water, water rights, riparian rights, and water stock relating to the Eldorado Land; and (e) all other rights, benefits, licenses, interests, privileges, easements, tenements and hereditaments appurtenant to the Eldorado Land or used in connection with the beneficial use and enjoyment of the Eldorado Land or in anywise appertaining to the Eldorado Land.

1.15 " **Eldorado Improvements** " shall mean the improvements, structures and fixtures located upon the Eldorado Land.

1.16 " **Eldorado Intangible Property** " shall mean, as to the Eldorado Land, the Eldorado Improvements and the Eldorado Personal Property, (a) all Leases of any portion of the Eldorado Land or Eldorado Improvements, and (b) to the extent the following items are assignable without cost to Eldorado and relate solely to the Eldorado Land, the Eldorado Improvements and the Eldorado Personal Property, (i) all Service Agreements for the Eldorado Property that are to be assumed by Buyer at the Closing as provided in this Agreement, (ii) governmental permits, (iii) entitlements, (iv) licenses and approvals, (v) unexpired warranties and guarantees received in connection with any work or services performed with respect thereto, or equipment installed therein, (vi) tenant lists, (vii) advertising material, (viii) telephone exchange numbers and (ix) all trademarks and tradenames used exclusively in connection with the Cameron Property, but in all cases excluding the Reserved Company Assets.

1.17 " **Eldorado Land** " shall mean the land described in **Schedule 2** attached hereto.

1.18 " **Eldorado Leases** " shall mean, collectively, any leases of space in the Eldorado Property (including amendments thereto) entered into in accordance with this Agreement.

1.19 " **Eldorado Personal Property** " shall mean, as to the Eldorado Land and the Eldorado Improvements, the tangible personal property owned by Eldorado located on, and used exclusively in connection with, the Eldorado Land and the Eldorado Improvements including all building materials, supplies, hardware, carpeting and other inventory located on or in the Eldorado Land or the Eldorado Improvements and maintained in connection with the ownership and operation thereof, but in all cases excluding computer software, personal property owned by any tenants under the Eldorado Leases and the Reserved Company Assets.

1.20 " **Eldorado Property** " shall mean collectively, all of Eldorado's right title and interest in (a) the Eldorado Land, (b) the Eldorado Appurtenances, (c) the Eldorado Improvements, (d) the Eldorado Personal Property, and (e) the Eldorado Intangible Property.

1.21 " **Governmental Entity** " shall mean any United States national, federal, state, provincial, municipal or local government, governmental, regulatory or administrative authority, agency, instrumentality or commission or any court, tribunal, or judicial body.

1.22 " **Hazardous Material** " shall mean any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended, or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), as amended, or any other Laws (collectively, " **Environmental Laws** "), or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), or radon gas, urea formaldehyde, asbestos or lead.

1.23 " **Improvements** " shall mean the Cameron Improvements and the Eldorado Improvements.

1.24 " **Intangible Property** " shall mean the Cameron Intangible Property and the Eldorado Intangible Property.

1.25 " **Internal Revenue Code** " shall mean the Internal Revenue Code of 1986, as amended from time to time, and any corresponding provisions of succeeding law and any regulations, rulings and guidance issued by the Internal Revenue Service.

1.26 " **Land** " shall mean the Cameron Land and the Eldorado Land.

1.27 " **Laws** " shall mean any binding domestic or foreign laws, statutes, ordinances, rules, resolutions, regulations, codes or executive orders enacted, issued, adopted, promulgated, applied, or hereinafter imposed by any Governmental Entity, including, building, zoning and environmental protection, as to the use, occupancy, rental, management, ownership, subdivision, development, conversion or redevelopment of the Properties.

1.28 " **Leases** " shall mean, collectively, the Cameron Leases and the Eldorado Leases.

1.29 " **Leasing Costs** " shall mean, with respect to a particular Lease, all capital costs, expenses incurred for capital improvements, equipment, painting, decorating, partitioning and other items to satisfy any construction obligations of the landlord under such Lease (including any expenses incurred for architectural or engineering services in respect of the foregoing), " **tenant allowances** " in lieu of or as reimbursements for the foregoing items, payments made for purposes of satisfying or terminating the obligations of the tenant under such Lease to the landlord under another lease (*i.e.* , lease buyout costs), costs of base building work, free rent and other similar inducements, relocation costs, temporary leasing costs, leasing commissions, brokerage commissions, design and other professional fees and costs, in each case, to the extent the landlord under such Lease is responsible for the payment of such cost or expense.

1.30 " **Liens** " shall mean any liens, mortgages, deeds of trust, pledges, security interests or other encumbrances securing any debt or monetary obligation.

1.31 " **Personal Property** " shall mean the Cameron Personal Property and the Eldorado Personal Property.

1.32 " **Properties** " shall mean the Cameron Property and the Eldorado Property. Individually, each of the Cameron Property and the Eldorado Property shall be referred to herein as a " **Property** ."

1.33 " **Reserved Company Assets** " shall mean, subject to the express proration provisions set forth in this Agreement, the following assets of each Seller as of the Closing Date: all (a) cash, (b) cash equivalents (including certificates of deposit), (c) deposits held by third parties (*e.g.,* utility companies), (d) accounts receivable and any right or claim to a refund, reimbursement or other payment relating to a period or occurrence prior to the Closing, including any real estate tax refund (subject to the prorations hereinafter set forth) and any claims under a lease, warranty or guaranty arising from acts and occurrences prior to the Closing, (e) bank accounts, (f) claims or other rights against any present or prior partner, member, employee, agent, manager, officer or director of each Seller or its direct or indirect partners, members, shareholders or affiliates, (g) any

refund in connection with termination of each Seller's existing insurance policies, (h) all contracts between each Seller and any law firm, accounting firm, property manager, leasing agent, broker, environmental consultants and other consultants and appraisers entered into prior to the Closing, (i) any proprietary or confidential materials (including any materials relating to the background or financial condition of a present or prior direct or indirect partner or member of each Seller), (j) the internal books and records of each Seller relating, for example, to contributions and distributions prior to the Closing, (k) any software, (l) any trademarks, trade names, brand marks, brand names, trade dress or logos relating thereto, except for any tradename or logo unique to the Properties (as opposed to a logo of each Seller) expressly conveyed to Buyer in accordance with this Agreement, if any, (m) any development bonds, letters of credit or other collateral held by or posted with any Governmental Entity or other third party with respect to any improvement, subdivision or development obligations concerning the Properties or any other real property, and (n) any other intangible property that is not used exclusively in connection with the Properties.

1.34 " **Title Company** " shall mean Chicago Title Insurance Company.

2. Purchase and Sale . Upon the terms and conditions hereinafter set forth, Sellers shall sell to Buyer, and Buyer shall purchase from Sellers, the Properties.

3. Purchase Price . The purchase price (the " **Purchase Price** ") for the Properties shall be FIFTY-NINE MILLION TWO HUNDRED FIFTY THOUSAND AND No/100 DOLLARS ($59,250,000.00). Sellers and Buyer acknowledge and agree that of the Purchase Price, the Cameron Property shall be allocated $25,833,355.00 (the " **Cameron Purchase Price** "), and the Eldorado Property shall be allocated $33,416,645.00 (the " **Eldorado Purchase Price** "). The Purchase Price shall be paid to Sellers by Buyer as follows:

3.1 Deposit. Within two (2) business days following the Effective Date, Buyer shall deliver, by wire transfer of immediately available federal funds or cashier's check drawn on a national bank reasonably satisfactory to Escrow Agent, the Deposit to Chicago Title Insurance Company (" **Escrow Agent** "), at its offices at 10 South LaSalle Street, Suite 3100, Chicago, Illinois 60603, Attention: Ms. Cindy Malone (Telephone: (312) 223-3360; E-mail: cindy.malone@ctt.com). If this Agreement has not been terminated (pursuant to Section 4.6.2 below or otherwise) prior to the expiration of the Due Diligence Period, then the Deposit shall become nonrefundable to Buyer except as otherwise expressly provided in this Agreement. At all times during which the amounts so deposited hereunder shall be held by Escrow Agent, the same shall be held by Escrow Agent as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement. While the Deposit or any portion thereof is being held by Escrow Agent, the Deposit shall be invested by Escrow Agent in the following investments (" **Approved Investments** "): (a) money market funds, or (b) such other short-term investment option offered by Escrow Agent as may be reasonably agreed to by Sellers and Buyer. All interest earned on the

Deposit shall be deemed part of the Deposit for all purposes under this Agreement. At the Closing, the entire Deposit shall be applied to the Purchase Price. Notwithstanding any provision to the contrary contained in this Agreement, the "Independent Consideration" [as hereinafter defined] shall be deemed independent consideration for the Due Diligence Period and any termination rights provided to Buyer in this Agreement and shall be non-refundable to Buyer and paid to Sellers under all circumstances.

3.2 Closing Payment. The Purchase Price, as adjusted by the application of the Deposit and by the prorations and credits specified herein, shall be paid, by wire transfer of immediately available federal funds (through the escrow described in Section 5 below), as and when provided in Section 5.2.2 below and in the "Escrow Agreement" (as hereinafter defined). The amount to be paid under this Section 3.2 is referred to herein as the " **Closing Payment** ."

3.3 Purchase of Entire Portfolio of Properties; No Partial Acquisition . Buyer shall only have the right to purchase all of the Properties as an entirety, and shall not have the right to purchase fewer than all of the Properties or, subject to Section 10.7 below, to purchase any of the Properties individually or in any collective grouping separate and apart from the acquisition of all of the Properties. Accordingly, the parties agree that (i) the Closing shall take place only with respect to all of the Properties simultaneously as an entirety, and Buyer and any assignee shall not be permitted to close escrow with respect to any of the Properties unless and until Buyer and its assignee closes escrow simultaneously with respect to all of the Properties; and (ii) regardless of whether any breach of representation, breach of covenant, failure of closing condition, or any other matter or condition may affect or relate to fewer than all of the Properties, Buyer shall have no right to terminate this Agreement selectively as to fewer than all of the Properties, and any right of Buyer to terminate this Agreement which is set forth herein must be exercised, if at all, only with respect to all of the Properties as an entirety, notwithstanding any other provisions to the contrary, whether implicit or explicit, contained in this Agreement.

4. Conditions Precedent . The obligation of Buyer to acquire the Properties as contemplated by this Agreement is subject to satisfaction of all of the conditions precedent for the benefit of Buyer set forth in Sections 4.1, 4.2, 4.5.3, 4.7 and 4.8 herein, any of which may be waived prior to the Closing only in writing by Buyer on or before the applicable date specified for satisfaction of the applicable condition. The obligation of Sellers to transfer the Properties as contemplated by this Agreement is subject to satisfaction of all of the conditions precedent for the benefit of Sellers set forth in Sections 4.3 and 4.4 herein, any of which may be waived prior to the Closing only in writing by Sellers on or before the applicable date specified for satisfaction of the applicable condition. If any of such conditions is not fulfilled (or waived in writing) pursuant to the terms of this Agreement, then the party in whose favor such condition exists may terminate this Agreement and, in connection with any such termination made in accordance with this Section 4 , Sellers and Buyer shall be released from further obligation or liability hereunder (except for those obligations

and liabilities that expressly survive such termination), and the Deposit (less the Independent Consideration which shall be paid to Sellers) shall be disposed of in accordance with Section 9 below. However, the Closing shall constitute a waiver of all conditions precedent (provided that the foregoing shall not preclude Buyer from bringing a claim for Sellers' breach of Sellers' representations and warranties in accordance with Section 7.3 hereof).

4.1 Performance by Sellers. The performance and observance, in all material respects, by Sellers of all covenants and agreements of this Agreement to be performed or observed by Sellers prior to or on the Closing Date shall be a condition precedent to Buyer's obligation to purchase the Properties.

4.2 Representations and Warranties of Sellers. The obligation of Buyer to close the transaction contemplated by this Agreement is subject to the truth, in all material respects, of the representations and warranties of each Seller set forth in this Agreement, as of the Closing Date, as though made on and as of the Closing Date (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), excluding, however, any matter or change (a) expressly permitted or contemplated by the terms of this Agreement or (b) contained in any of the Due Diligence Materials or actually known to Buyer prior to the expiration of the Due Diligence Period (as such knowledge is defined in Section 7.4.2 herein). Without limitation on the foregoing, in the event that a closing certificate (each, a " **Sellers Closing Certificate** ") in the form attached hereto as **Exhibit B** to be delivered by each Seller at the Closing shall disclose any material adverse changes in the representations and warranties of such Seller under this Agreement that are not otherwise permitted or contemplated by the terms of this Agreement, contained in any of the Due Diligence Materials or actually known to Buyer prior to the expiration of the Due Diligence Period (as such knowledge is defined in Section 7.4.2 herein), then Buyer shall have the right to terminate this Agreement by written notice delivered to Sellers prior to the Closing and, in connection with any such termination, Buyer shall be entitled to a return of the Deposit (less the Independent Consideration, which shall be paid to Sellers), and Sellers and Buyer shall be released from further obligation or liability hereunder (except for those obligations and liabilities which expressly survive such termination).

4.3 Performance by Buyer. The performance and observance, in all material respects, by Buyer of all covenants and agreements of this Agreement to be performed or observed by Buyer prior to or on the Closing Date shall be a condition precedent to Sellers' obligation to sell the Properties.

4.4 Representations and Warranties of Buyer. The obligation of Sellers to close the transaction contemplated by this Agreement is subject to the truth, in all material respects, of the representations and warranties of Buyer set forth in this Agreement, as of the Closing Date, as though made on and as of the Closing Date (except for representations and warranties made as of

a specified date, the accuracy of which shall be determined as of that specified date). Without limitation on the foregoing, in the event that Buyer's closing certificate (the " **Buyer Closing Certificate** ") in the form attached hereto as **Exhibit C** shall disclose any material adverse changes in the representations and warranties of Buyer under this Agreement, then Sellers shall have the right to terminate this Agreement by written notice to Buyer and, in connection with any such termination, Sellers and Buyer shall be released from further obligation or liability hereunder (except for those obligations and liabilities which expressly survive such termination).

4.5 Title Matters .

4.5.1 Title Report; Survey. Prior to the Effective Date, Sellers delivered to Buyer (1) that certain title commitment, Chicago NCS Number CCHI1901996NT, issued by Title Company, with an effective date of April 22, 2019 (the " **Cameron Preliminary Title Report** "), (2) that certain title commitment, Chicago NCS Number CCHI1901995NT, issued by Title Company, with an effective date of April 22, 2019 (the " **Eldorado Preliminary Title Report** ," and together with the Cameron Preliminary Title Report, the " **Preliminary Title Reports** "), and (3) copies of surveys (the " **Surveys** ") of the Properties. Sellers shall cause Title Company to deliver to Buyer the Preliminary Title Reports. Buyer shall notify Sellers in writing (the " **Title Notice** ") prior to 5:00 p.m. Pacific time on Wednesday, May 15, 2019 (the period beginning on the Access Acceptance Date and ending at such time is referred to herein as the " **Title Review Period** ") as to which matters, if any, within the Preliminary Title Reports and which matters shown on the Surveys (or any update thereof) are not acceptable to Buyer in Buyer's sole and absolute discretion (individually, a " **Disapproved Title Matter** "). Any matter within the Preliminary Title Reports, the Surveys, and any matter that would be disclosed by a current, accurate survey of the Land and the Improvements that Buyer fails to so disapprove in a Title Notice delivered prior to the expiration of the Title Review Period shall be conclusively deemed to have been approved by Buyer. If Buyer timely delivers a Title Notice indicating a Disapproved Title Matter, then Sellers shall have three (3) business days after receipt of such Title Notice to elect to notify Buyer in writing (a " **Title Response Notice** ") that Sellers either (a) will in good faith attempt to remove such Disapproved Title Matter from title to the applicable Property on or before the Closing, or (b) elects not to cause such Disapproved Title Matter to be removed from title to the applicable Property. If Sellers fail to deliver a Title Response Notice as to a particular Disapproved Title Matter within such three (3) business day period, then Sellers shall be deemed to have made the election in clause (b) above as to such Disapproved Title Matter. Prior to the expiration of the Due Diligence Period, the procurement by Sellers of a written commitment from Title Company to issue the "Owner's Policy" (as hereinafter defined), or an endorsement thereto insuring Buyer against any Disapproved Title Matter at Closing, shall be deemed the removal of such Disapproved Title Matter from title to the applicable Property, provided that such endorsement shall be satisfactory to Buyer in its sole discretion, and shall be issued at Sellers' sole cost and expense. If Sellers make (or are deemed to have made) the election in clause (b) above as to any Disapproved Title Matter, then Buyer shall

have until the expiration of the Due Diligence Period, within which to notify Sellers in writing that Buyer elects to either (x) nevertheless proceed with the purchase and take title to the Properties subject to such Disapproved Title Matter, or (y) terminate this Agreement. If Buyer makes the election set forth in clause (y) above, then this Agreement shall immediately terminate, Buyer shall be entitled to a return of the Deposit (less the Independent Consideration, which shall be paid to Sellers), and Sellers and Buyer shall have no further rights or obligations hereunder, except for the provisions hereof that expressly survive termination of this Agreement. If Buyer fails to notify Sellers in writing of its election prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have made the election set forth in clause (x) above.

4.5.2 Additional Title Matters. Approval by Buyer of any additional title exceptions, defects, encumbrances or other title matters first disclosed in writing after the end of the Title Review Period (" **Additional Title Matters** ") shall be a condition precedent to Buyer's obligations to purchase the Properties (Buyer hereby agreeing that its approval of such Additional Title Matters shall be subject to Buyer's approval in its sole and absolute discretion). Unless Buyer gives written notice (" **Title Disapproval Notice** ") that it disapproves any Additional Title Matters, stating the Additional Title Matters so disapproved, before the sooner to occur of the Closing or five (5) days after receipt of written notice of such Additional Title Matters, Buyer shall be deemed to have approved such Additional Title Matters. Notwithstanding the foregoing to the contrary, if Buyer receives notice of an Additional Title Matter on or after the date which is two (2) business days prior to the Closing Date, then either party shall have the option to extend the Closing for three (3) additional business days to allow the parties sufficient time to review such Additional Title Matter provided that the party requesting such extension of the Closing delivers to the other party written notice of such extension within one (1) business day of receipt of the Additional Title Matter. Sellers shall have until the Closing within which to remove the disapproved Additional Title Matters set forth therein from title or obtain from Title Company a commitment to issue an endorsement affirmatively insuring against such items in a form acceptable to Buyer in Buyer's commercially reasonable discretion, at no cost or expense to Buyer (Sellers having the right but not the obligation to do so). The procurement by Sellers of a written commitment from Title Company to issue the Owner's Policy, or an endorsement thereto insuring Buyer against the disapproved Additional Title Matter at Closing, shall be deemed the removal of such disapproved Additional Title Matter from title to the applicable Property, provided that such endorsement shall be to Buyer's commercially reasonable satisfaction, and shall be issued at Sellers' sole cost and expense. In the event Sellers determine at any time that it is unable or unwilling to remove any one or more of such disapproved Additional Title Matters, Sellers shall give written notice to Buyer to such effect; in such event, Buyer may, at its option, terminate this Agreement upon written notice to Sellers but only if given prior to the sooner to occur of the Closing or five (5) days after Buyer receives Sellers' notice, in which case this Agreement shall immediately terminate, the Deposit (less the Independent Consideration, which shall be paid to Sellers), shall be returned to Buyer, and Sellers and Buyer

shall have no further rights or obligations hereunder, except for the provisions hereof that expressly survive termination of this Agreement. If Buyer fails to give such termination notice by such date, Buyer shall be deemed to have waived its objection to, and to have approved, the matters set forth in Sellers' notice.

4.5.3 Exceptions to Title. Buyer's obligation to purchase the Properties is subject to the condition precedent that, at the Closing, Title Company shall be willing to issue the Owner's Policy effective upon the Closing. Buyer shall be obligated to accept title to the Properties, subject to the following exceptions to title (the " **Permitted Exceptions** "):

(a) Real estate taxes and assessments not yet delinquent;

(b) The printed exceptions, if any, which appear in a 2006 ALTA extended coverage form Owner's Policy of Title Insurance issued by Title Company in the State of Nevada;

(c) The Leases; and

(d) Such other exceptions to title or survey exceptions as may be approved or deemed approved by Buyer pursuant to the above provisions of this Section 4.5 or otherwise expressly permitted under this Agreement, or any exceptions resulting from the actions (or inactions) of Buyer or its agents or representatives.

Conclusive evidence of the availability of such title shall be the willingness of Title Company to issue to Buyer on the Closing Date a 2006 ALTA extended form Owner's Policy of Title Insurance issued by Title Company in the State of Nevada (or policies if Buyer elects to obtain a policy for each Property) (collectively, the " **Owner's Policy** "), in the face amount of the Purchase Price, which policy shall show (i) title to the Land and Improvements to be vested of record in Buyer, and (ii) the Permitted Exceptions to be the only exceptions to title; provided, however, if Buyer fails to fulfill Title Company's conditions required for issuance of such Owner's Policy, including but not limited to delivery of a current ALTA survey, then the condition precedent described in this Section 4.5.3 shall be deemed satisfied if Title Company shall be willing to issue a ALTA standard coverage form Owner's Policy of Title Insurance upon or following the Closing. In connection with obtaining coverage over survey matters under any ALTA form of Owner's Policy, Buyer shall deliver to Title Company prior to the Closing Date a current ALTA survey certified by a licensed surveyor in the State of Nevada sufficient to permit or cause Title Company to insure against survey matters at the Closing. Notwithstanding any provision to the contrary contained in this Agreement or any of the Closing Documents, any or all of the Permitted Exceptions may be omitted by Sellers in the "Deeds" (as hereinafter defined) without giving rise to any liability of the applicable Sellers, irrespective of any covenant or warranty of such Seller that may be contained or implied in the Deeds (which provisions of this sentence shall survive the Closing and not be merged therein).

Notwithstanding any provision to the contrary contained in this Agreement, Sellers agree that it will remove all Liens (other than non-delinquent taxes) expressly caused or permitted by Sellers, or insure or endorse over any other Liens (other than non-delinquent taxes); provided however, any insurance or endorsement over a Lien shall be to Buyer's commercially reasonable satisfaction if Sellers did not expressly cause or permit such Lien, and to Buyer's sole satisfaction if Sellers expressly caused or permitted such Lien.

4.5.4 Endorsements to Owner's Policy. It is understood that Buyer may request a number of endorsements to the Owner's Policy. Buyer shall satisfy itself prior to the expiration of the Title Review Period whether Title Company will be willing to issue such endorsements at the Closing and the issuance of such endorsements shall not be a condition to the Closing.

4.6 Due Diligence Reviews. Except for title matters and matters shown on the Surveys (which shall be governed by the provisions of Section 4.5 above), and subject to the provisions hereinafter set forth, Buyer shall have until the expiration of the Due Diligence Period within which to perform and complete all of Buyer's due diligence examinations, reviews and inspections of all matters pertaining to the purchase of the Properties, including all engineering and environmental reports and all leases, license agreements and service contracts, sewer/water conditions, utilities service information, zoning information, access information, assessments and city fees, developmental conditions and approvals, operating expenses and legal, physical, environmental and compliance matters and conditions regarding the Properties (the foregoing being collectively called the " **Property Information** "). Subject to Section 4.6.1 below, during the Due Diligence Period and prior to the Closing, Sellers shall provide Buyer and its actual and potential investors, lenders and assignees, and their respective representatives, attorneys, accountants, consultants, surveyors, title companies, agents, employees, contractors, appraisers, architects and engineers, with reasonable access to the Properties (subject to the rights of tenants under the Leases) upon reasonable advance notice and shall also make available for review and copying (at Buyer's expense) copies of all documents, materials and other information relating to the Property Information that Buyer may reasonably request and that, to Sellers' knowledge, are in the possession of Sellers or their respective agents which Sellers shall make available to Buyer within three (3) business days following the Effective Date, or three (3) business days following Sellers' receipt of request from Buyer if such request is not made prior to the Effective Date. In no event, however, shall Sellers be obligated to make available (or cause to be made available) any proprietary or confidential documents including reports or studies that have been superseded by subsequent reports or studies, or any of the following confidential and proprietary materials (collectively, the " **Excluded Materials** "): (a) information contained in financial analyses or projections (including Sellers' budgets, valuations, cost-basis information and capital account information); (b) material that is subject to attorney-client privilege or that is attorney work product; (c) appraisal reports or letters; (d) organizational, financial and other documents relating to Sellers or their respective affiliates

(other than any evidence of due authorization and organization required under this Agreement); (e) material that Sellers are legally required not to disclose other than by reason of legal requirements voluntarily assumed by Sellers after the Effective Date; (f) preliminary or draft reports or studies, or reports or studies that have been superseded by final reports or studies; (g) letters of intent, purchase agreements, loan documents or other documents, instruments or agreements evidencing or relating to any prior financing or attempted sale of the Properties or any portion thereof; or (h) the "Excluded Contracts" (as hereinafter defined). In no event shall any right of Buyer to access or inspect the Properties or to conduct further reviews and analyses after the expiration of the Due Diligence Period, as set forth herein, give rise to any due diligence approval or termination right in favor of Buyer under this Agreement.

4.6.1 Review Standards. Buyer shall at all times conduct its due diligence reviews, inspections and examinations (and shall cause its consultants' and other third parties' reviews, inspections and examinations performed for or at the request of Buyer to be conducted) in a manner so as to not cause liability, damage, lien, loss, cost or expense to Sellers or the Properties and so as to not unreasonably interfere with or disturb any tenant or Sellers' operation of the Properties. Buyer will indemnify, defend, and hold Sellers, their respective members, partners, employees, manager, agents, officers, directors, shareholders, fiduciaries, attorneys, licensees, contractors, brokers, invitees, tenants and the Properties harmless from and against any such liability, damage, lien, loss, cost or expense (except to the extent arising from the mere discovery of any pre-existing condition at the Properties or the gross negligence or willful misconduct of Sellers). Prior to entry upon the Properties, Buyer shall provide Sellers with copies of certificates of insurance in accordance with the requirements set forth in the Access Agreement that shall be maintained by Buyer and each consultant which Buyer will have present on the Properties in connection with its investigations upon the Properties. Without limitation on the foregoing, in no event shall Buyer: (a) conduct any intrusive physical testing (environmental, structural or otherwise) at the Properties (such as soil borings, water samplings or the like) or take physical samples from the Properties without Sellers' express, prior written consent, which consent, as to such intrusive physical testing or sampling, may be given or withheld in Sellers' sole discretion (and Buyer shall in all events promptly restore the Properties to substantially the same condition existing immediately prior to such entry (provided, however, Buyer shall have no obligation to repair any damage caused by the gross negligence or willful misconduct of Sellers or to restore any pre-existing latent defect or condition unless Buyer exacerbated such pre-existing latent defect or condition in violation of this Agreement)) and which consent to intrusive physical testing or sampling, may be further conditioned upon, among other things, Sellers' approval of the following: (i) the insurance coverage of the contractor who will be conducting such testing or sampling, (ii) the scope and nature of the testing or sampling to be performed by such contractor, and (iii) a written confidentiality agreement by such contractor in form reasonably satisfactory to Sellers; (b) contact any consultant or other professional engaged by Sellers or Tenant (or its representatives) without Sellers' express, prior

written consent (which consent shall not be unreasonably withheld); or (c) contact any Governmental Entity having jurisdiction over the Properties, other than ordinary contact normally associated with routine due diligence examinations that does not involve any discussions with governmental officials or applications of any kind, with the express understanding that Buyer shall not undertake any discussions or communications with any governmental officials without (i) Sellers' express, prior written consent, which consent may be given or withheld in Sellers' sole and absolute discretion for any reason or no reason, and (ii) participation by a representative of Sellers. Without limitation of the foregoing, Buyer shall not be permitted to contact tenants of the Properties without giving Sellers (i) advance written notice, and (ii) the opportunity to have a representative of Sellers participate in any such communications. Sellers shall have the right, at its option, to cause a representative of Sellers to be present at all inspections, reviews and examinations conducted hereunder. Buyer shall schedule any entry (by it or its designees) onto the Properties in advance with Sellers, upon not less than twenty-four (24) hours' prior notice (written or e-mail) to Sellers or their authorized representative. Buyer shall keep the Properties free and clear of all mechanics', materialmen's and other liens resulting from the due diligence examinations or any of its other work under this Agreement. Buyer shall remove or bond over any liens within ten (10) days after Buyer becomes aware of the same. Upon the completion of any inspection, review or examination, Buyer shall promptly restore the Properties to substantially the same condition existing immediately prior to Buyer's conducting such inspection, review or examination, at Buyer's sole cost and expense; provided, however, Buyer shall have no obligation to repair any damage caused by the gross negligence or willful misconduct of Sellers or to restore any pre-existing latent defect or condition unless Buyer exacerbated such pre-existing latent defect or condition in violation of this Agreement. In the event of any termination hereunder (other than by reason of Sellers' default), Buyer shall return all documents and other materials furnished by Sellers hereunder and at Sellers' written request, then Buyer shall promptly deliver to Sellers true, accurate and complete copies of any draft or final written reports relating to the Properties prepared for or on behalf of Buyer by any third party without any representation or warranty as to the accuracy or completeness of such documents, all at Buyer's sole cost and expense. Notwithstanding anything to the contrary herein, Buyer shall not be required to provide, copy or make available to Sellers any internal memoranda, appraisals and valuation reports and similar information or information covered by the attorney-client privilege. The Access Agreement is hereby incorporated by this reference and shall apply to this Agreement; provided, however, to the extent that the terms and conditions of the Access Agreement conflicts with this Agreement, the terms and conditions of this Agreement shall control. Buyer shall be responsible to Sellers for any breaches of the Access Agreement by any person or entity to whom information or access to the Properties was given by or through Buyer as though the breach were committed by Buyer itself. This Section 4.6.1 shall survive the Closing or any termination of this Agreement.

4.6.2 Termination Right. Prior to the expiration of the Due Diligence Period, Buyer may in its sole discretion, for any reason or no reason, terminate this Agreement by written notice to Sellers (such notice being herein called the " **Termination Notice** "), whereupon this Agreement, and the obligations of the parties hereunder, shall terminate (and no party hereto shall have any further obligation in connection herewith except under those provisions that expressly survive a termination of this Agreement), One Hundred and No/100 Dollars ($100.00) of the Deposit shall be paid to Sellers as independent consideration for this Agreement (the " **Independent Consideration** "), and the balance of the Deposit shall be delivered to Buyer. In the event that Buyer shall fail to have delivered the Termination Notice to Sellers before the expiration of the Due Diligence Period, Buyer shall have no further right to terminate this Agreement pursuant to this Section 4.6 .

4.7 Tenant Estoppel Certificates. It shall be a condition precedent to Buyer's obligation to acquire the Properties hereunder that Sellers obtain and deliver estoppel certificates (" **Tenant Estoppel Certificates** "), in the form required under Section 4.7.1 below, from (i) at the Eldorado Property: (A) Fabrication Technologies, Inc. (B) Solotech (USA), Inc. and (C) Specialty Color Corp., Inc., (ii) at the Cameron Property: (A) WorldPac, Inc., (B) Tellworks Communications, Inc., (C) Preferred Laminations, LLC, (D) Walker Zanger, Inc. and (D) Sunbay Supplies LLC (the tenants identified in (i) and (ii) are collectively, the " **Required Tenants** "), (iii) tenants occupying at least seventy-five percent (75%) of the rentable square feet of the Eldorado Property, in the aggregate, actually rented to tenants of the Eldorado Property as of the Effective Date (the " **Eldorado Estoppel Threshold** "), and (iv) tenants occupying at least seventy percent (70%) of the rentable square feet of the Cameron Property, in the aggregate, actually rented to tenants of the Cameron Property as of the Effective Date (the " **Cameron Estoppel Threshold** "). The rentable square footage of space leased by Required Tenants shall be included in the calculation of the Eldorado Estoppel Threshold and the Cameron Estoppel Threshold, respectively, and the delivery of an estoppel certificate from the Required Tenants in accordance with the provisions of this Section 4.7 shall be applied towards the satisfaction of the Eldorado Estoppel Threshold and the Cameron Estoppel Threshold, respectively. If such condition is not satisfied (or waived by Buyer), on or before 12:00 p.m. Pacific time on the date which is two (2) business days prior to the Closing Date (the " **Estoppel Condition Deadline Date** "), then (a) either Buyer or Sellers shall each have the right to extend the Estoppel Condition Deadline Date for up to fifteen (15) days after the scheduled Closing Date (the " **Extended Estoppel Condition Deadline Date** ") by providing written notice thereof to the other party on or before 3:00 p.m. Pacific time on the Estoppel Condition Deadline Date, in order to allow Sellers sufficient time to satisfy this condition precedent to the Closing, and upon the timely satisfaction (or waiver by Buyer) of such condition, the Closing shall occur two (2) business days after satisfaction of the condition set forth in this Section 4.7 (the " **Extended Closing Date** "), or (b) if neither Buyer nor Sellers have timely elected to extend the Estoppel Condition Deadline Date and the Closing Date as provided in (a) above, then Buyer shall have the

right to terminate this Agreement by written notice given prior to 5:00 p.m. Pacific time on the Estoppel Condition Deadline Date, in which case this Agreement shall terminate and Buyer shall be entitled to a refund of the Deposit (less the Independent Consideration, which shall be paid to Sellers), and no party hereto shall have any further obligation under this Agreement except under those provisions that expressly survive a termination of this Agreement.

4.7.1 The Tenant Estoppel Certificates shall be substantially in (a) the form required under the applicable tenant's Lease (including specific limitations set forth in such Lease which limit the scope of the information required to be provided by such tenant in any Tenant Estoppel Certificate to be provided by such tenant), or (b) the form estoppel certificate attached hereto as **Exhibit D**, modified, as applicable, to comply with any provisions in the applicable tenant's Lease that pertain to estoppel certificates; provided, however, that the form may also be the standard form generally used by the applicable tenant so long as such standard form complies with the applicable tenant's Lease; provided further, however, if Sellers receive from a tenant such standard form prior to such tenant's execution thereof, then Buyer shall have the right to reasonably approve of such form. In addition, any provisions of the estoppel certificate (or comparable certificate or statement) regarding defaults, defenses, disputes, environmental matters, claims, offsets, credits, abatements, concessions and recaptures against rent and other charges may be limited to the actual knowledge of a tenant. Buyer's failure to object to a Tenant Estoppel Certificate (or any information or provision therein) by written notice to Sellers given within three (3) days after Buyer's receipt thereof (but not later than the Closing Date) shall be deemed to constitute Buyer's acceptance and approval thereof. Notwithstanding anything to the contrary contained in this Agreement, Buyer may not object to (A) any matter adverse to the Properties, in any material respect, (B) any objectionable information or provision contained in a Tenant Estoppel Certificate or (C) any uncompleted obligations or defaults by landlord or tenant unless such obligations or defaults will be completed prior to Closing or credited to Buyer at Closing, provided that in all instances described in clauses (A), (B) or (C), such matter, information or provision was (i) set forth in the Leases, (ii) disclosed in the Due Diligence Materials, or (iii) actually known to Buyer prior to the expiration of the Due Diligence Period (as such knowledge is defined in Section 7.4.2 herein).

4.7.2 Sellers shall utilize commercially reasonable efforts to obtain the Tenant Estoppel Certificates. As used in this Agreement, " **commercially reasonable efforts** " shall not include any obligation to institute or threaten legal proceedings, to declare or threaten to declare any person in default, to incur any liabilities, to expend any monies or to cause any other person to do any of the same.

4.8 Leases for Required Tenants . It shall be a condition precedent to Buyer's obligation to acquire the Properties hereunder that (i) the Required Tenants, (ii) tenants occupying at least seventy-five percent (75%) of the rentable square feet of the Eldorado Property, in the aggregate, actually rented to tenants of the Eldorado Property as of the Closing Date (the " **Eldorado**

Occupancy Threshold "), and (iii) tenants occupying at least seventy percent (70%) of the rentable square feet of the Cameron Property, in the aggregate, actually rented to tenants of the Cameron Property as of the Closing Date (the " **Cameron Occupancy Threshold** "), shall not have terminated, or given written notice of its intent, to terminate their respective Leases pursuant to the terms of such Leases or otherwise. The rentable square footage of space leased by Required Tenants shall be included in the calculation of the Eldorado Occupancy Threshold and the Cameron Occupancy Threshold, respectively, and the continued effectiveness of the leases by the Required Tenants shall be applied towards the satisfaction of the Eldorado Occupancy Threshold and the Cameron Occupancy Threshold, respectively. In addition, the Required Tenants and the tenants necessary to satisfy the Eldorado Occupancy Threshold and the Cameron Occupancy Threshold, respectively, shall not have vacated the applicable Property, abandoned such Property or filed for bankruptcy or be subject to an involuntary bankruptcy proceeding.

5. Closing Procedure . The closing (the " **Closing** ") of the sale and purchase herein provided shall occur on the Closing Date.

5.1 Escrow. The Closing shall be accomplished pursuant to escrow instructions (the " **Escrow Agreement** ") among Buyer, Sellers and Escrow Agent in the form of **Exhibit E** , which Buyer and Sellers shall execute concurrently herewith, and any supplemental escrow instructions provided by Buyer or Sellers as may be permitted by the terms of the Escrow Agreement (so long as the material terms of this Agreement shall control in the event of any inconsistencies).

5.2 Closing Deliveries. The parties shall deliver to Escrow Agent the following:

5.2.1 Sellers Deliveries. At least one (1) business day prior to the Closing Date, each Seller shall deliver (or cause to be delivered) to Escrow Agent the following:

(a) A duly executed and acknowledged original Grant, Bargain and Sale Deed (each, a " **Deed** ," and together, the " **Deeds** ") in the form of **Exhibit F** for its respective Property;

(b) A duly executed original bill of sale, assignment and assumption agreement (a " **Bill of Sale, Assignment and Assumption** ") in the form of **Exhibit G** for its respective Property;

(c) A duly executed original certificate of "non-foreign" status in the form of **Exhibit H** ;

(d) Unless Buyer and Sellers elect to deliver the same outside of escrow, a duly executed notice to tenants (the " **Tenant Notices** "), in the form of **Exhibit I** , which notice Buyer shall, at Buyer's sole cost and expense, either mail to tenants by certified

mail, return receipt requested or hand-deliver to each tenant (and Buyer shall provide proof of delivery thereof to Sellers promptly following the Closing);

(e) Unless Buyer and Sellers elect to deliver the same outside of escrow, duly executed notices to each of the vendors under any Service Agreement to be assumed by Buyer at the Closing as provided in this Agreement (" **Vendor Notices** "), such Vendor Notices to be in such form(s) as are reasonably required by Sellers, which notices Buyer shall, at Buyer's sole cost and expense, mail to each such vendor by certified mail, return receipt requested (and Buyer shall provide proof of delivery thereof to Sellers promptly following the Closing);

(f) A Sellers Closing Certificate for each Property duly executed by each Seller;

(g) Evidence reasonably satisfactory to Escrow Agent regarding the due organization of each Seller and the due authorization and execution by Sellers of this Agreement and the documents required to be delivered hereunder;

(h) To the extent they do not constitute Reserved Company Assets and are then in the possession of Sellers (or its agents or employees) and have not theretofore been delivered to Buyer: (i) any plans and specifications for the Improvements for the Properties; (ii) all unexpired warranties and guarantees that Sellers have received in connection with any work or services performed with respect to, or equipment installed in, the Properties; (iii) all keys and other access control devices for the Properties; (iv) originals of all Leases for the Properties and all correspondence to tenants or from tenants thereunder; (v) originals of all Service Agreements for the Properties that will remain in effect after the Closing; and (vi) all correspondence relating to the ongoing operations and maintenance of the Properties, including tenant leasing information, leasing files and other material documents relating to the operation or maintenance of the Properties in Sellers' possession (which materials under this clause may be either delivered at the Closing or as otherwise reasonably agreed by the parties);

(i) If required by Title Company, an Owner's Certificate as to Debts, Liens and Parties In Possession substantially in the form of **Exhibit J** (" **Title Affidavit** ") and a Gap Certificate substantially in the form of **Exhibit K** (" **Gap Certificate** "), each to facilitate the issuance of any title insurance sought by Buyer in connection with the transactions contemplated hereby, but in no event shall Sellers be obligated to provide any additional certificate, affidavit or indemnity in connection with such title insurance; and

(j) Such additional documents as may be reasonably required by Buyer and Escrow Agent in order to consummate the transactions hereunder (provided the

same do not increase in any material respect the costs to, or liability or obligations of, Sellers in a manner not otherwise provided for herein).

5.2.2 Buyer Deliveries. At least one (1) business day prior to the Closing Date (except as to the Closing Payment, which shall be delivered no later than 11:00 a.m. Pacific time on the Closing Date), Buyer shall deliver to Escrow Agent the following:

(a) The Closing Payment by wire transfer of immediately available federal funds;

(b) A duly executed original Bill of Sale, Assignment and Assumption for each Property;

(c) Unless Buyer and Sellers elect to deliver the same outside of escrow, duly executed Tenant Notices;

(d) Unless Buyer and Sellers elect to deliver the same outside of escrow, duly executed Vendor Notices;

(e) Intentionally deleted;

(f) The duly executed Buyer Closing Certificate;

(g) Evidence reasonably satisfactory to Escrow Agent regarding the due organization of Buyer and the due authorization and execution by Buyer of this Agreement and the documents required to be delivered hereunder; and

(h) Such additional documents as may be reasonably required by Sellers and Escrow Agent in order to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Buyer in a manner not otherwise provided for herein).

5.2.3 Mutual Deliveries. On the Closing Date, Buyer and Sellers shall mutually execute and deliver (or cause to be executed and delivered) to Escrow Agent, the following:

(a) A closing statement (the " **Closing Statement** ") reflecting the Purchase Price, and the adjustments and prorations required hereunder and the allocation of income and expenses required hereby; and

(b) A Declaration of Value in the form promulgated by the county recorder of Clark County, Nevada with respect to each Property.

5.3 Closing Costs.

5.3.1 Sellers Closing Costs. Sellers shall pay or cause to be paid (a) all county transfer taxes payable in connection with the sale contemplated herein, (b) the portion of the title insurance premium for the Owner's Policy for standard ALTA coverage in the amount of the Purchase Price for the Properties (including any fees for the title search), (c) one-half (½) of all escrow charges and (d) the recording fees and charges for the release of any recorded document that Sellers are obligated to release of record pursuant to this Agreement, or that Sellers have expressly agreed to remove, bond, insure or endorse over pursuant to Section 4.5 hereof.

5.3.2 Buyer Closing Costs. Buyer shall pay (a) the amount by which the title insurance premium for the Owner's Policy and all endorsements exceeds the cost of standard ALTA coverage, (b) one-half (½) of all escrow charges, (c) all costs and expenses of the Surveys and any updates thereto, (d) all fees, costs or expenses in connection with Buyer's due diligence reviews and analyses hereunder and (e) all recording fees and charges charged for the recording of the Deeds and in connection with any loan obtained by Buyer.

5.3.3 Other Closing Costs. Any other closing costs shall be allocated in accordance with local custom. Sellers and Buyer shall pay their respective shares of prorations as hereinafter provided. Except as otherwise expressly provided in this Agreement, each party shall pay the fees of its own attorneys, accountants and other professionals.

5.4 Prorations .

5.4.1 Items to be Prorated. The initial prorations and payments provided for in this Section 5.4 shall be made at the Closing on the basis of the Closing Statement, which shall be prepared by Title Company, as approved by Sellers and submitted to Buyer for its review and approval at least two (2) Business days prior to the Closing. The following shall be prorated between Sellers and Buyer as of the Closing Date (on the basis of the actual number of days elapsed over the applicable period), with Buyer being deemed to be the owner of the Properties during the entire day on the Closing Date, and entitled to receive all operating income of the Properties, and obligated to pay all operating expenses of the Properties, with respect to the Closing Date:

(a) All non-delinquent real estate and personal property taxes and assessments on the Properties for the current tax year. Sellers shall be responsible for the payment of any real estate and personal property taxes that are delinquent before the Closing or that are attributable to the period prior to the Closing. For example, if the Closing Date is May 27, 2019, then Sellers shall be responsible for the real estate and personal property taxes and assessments on the Properties for the 2018-2019 tax year through and including May 26, 2019 regardless of when said taxes are due and payable. In no event shall Sellers be charged with or be responsible for any increase in the taxes on the Properties resulting

from the sale of the Properties contemplated by this Agreement, any change in use of the Properties on or after the Closing Date, or from any improvements made or leases entered into on or after the Closing Date. If any assessments on the Properties are payable in installments, then the installment allocable to the current period shall be prorated (with Buyer being allocated the obligation to pay any installments due after the Closing Date).

(b) All fixed and additional rentals under the Leases, security deposits (except as hereinafter provided) and other tenant charges. Sellers shall deliver or provide a credit in an amount equal to all prepaid rentals for periods after the Closing Date and all refundable cash security deposits (to the extent the foregoing were made by tenants under the Leases and are not applied or forfeited prior to the Closing) to Buyer on the Closing Date; it being agreed, however, that Sellers shall notify Buyer in writing if it applies any security deposit prior to the Closing, and from and after the expiration of the Due Diligence Period, Sellers shall not apply any security deposit without obtaining Buyer's prior consent which consent Buyer may withhold in Buyer's sole discretion. Rents that are delinquent (or payable but unpaid) as of the Closing Date shall not be prorated on the Closing Date. Rather, Buyer shall cause any such delinquent rent (or payable but unpaid rent) for the period prior to the Closing to be remitted to Sellers if, as and when collected. At the Closing, Sellers shall deliver to Buyer a schedule of all such delinquent or payable but unpaid rent. Additionally, there shall be no proration of any rent that a tenant under a Lease delivers to either Buyer or Sellers and that such tenant has identified, at the time of such delivery, as constituting payment or rent due for a month or other period prior to the month in which the Closing occurs (" **Identified Pre-Closing Rent** "). If Buyer receives any such Identified Pre-Closing Rent, Buyer shall cause such Identified Pre-Closing Rent to be remitted to Sellers if, as, and when collected. Until the date that is six (6) months after the Closing, Buyer shall include such delinquencies (or unpaid amounts) in its normal billing and shall pursue the collection thereof in good faith after the Closing Date (but Buyer shall not be required to litigate or declare a default under any Lease or pursue any other action or remedy in connection with the recovery from tenants of such delinquencies or other unpaid amounts). To the extent that Buyer or Sellers receives payment of rents (or other income of any kinds whatsoever in connection with other Tenant charges) on or after the Closing Date other than Identified Pre-Closing Rent, such payments shall be applied first toward the rent (or other tenant charge) for the month in which the Closing occurs then to the rent (or other tenant charge) owed to Buyer in connection with the applicable Lease or other document for which such payments are received, and then to any delinquent rents (or other tenant charges) owed to Sellers, with a party's share thereof being promptly delivered to such party; provided, however, that any year-end or similar reconciliation payment shall be allocated as hereinafter provided. Buyer may not waive any delinquent (or unpaid) rents or modify a Lease so as to reduce or otherwise affect amounts owed thereunder for any period in which Sellers are

entitled to receive a share of charges or amounts without first obtaining Sellers' written consent. Sellers hereby reserve the right to pursue any remedy for damages against any tenant owing delinquent rents and any other amounts to Sellers (but following the Closing shall not be entitled to terminate any Lease or any tenant's right to possession), provided that, Sellers shall not exercise any such remedy for a period of six (6) months after the Closing except in connection with the recovery from tenants of taxes or assessments relating to any period prior to the Closing Date (the " **Pre-Closing Tax Collection Remedies** "). Buyer shall reasonably cooperate with Sellers, at no material out-of-pocket cost to Buyer, in any collection efforts hereunder, including Sellers' Pre-Closing Tax Collection Remedies, but shall not be required to litigate or declare a default under any Lease. With respect to delinquent or other uncollected rents and any other amounts or other rights of any kind regarding tenants who are no longer tenants of the Properties as of the Closing Date, Sellers shall retain all of the rights relating thereto.

(c) Payments required to be paid by tenants under Leases for such tenants' shares of property taxes and assessments, insurance, common area maintenance and other expenses of the Properties are collectively referred to herein as " **Reimbursable Tenant Expenses** ." Reimbursable Tenant Expenses shall be determined in accordance with the Leases, including any Lease provisions that provide for the adjustment of Reimbursable Tenant Expenses based on occupancy changes (*i.e.,* "gross-up" provisions). Sellers' "share" of Reimbursable Tenant Expenses for the calendar year in which the Closing occurs (the " **Closing Year** ") shall be determined in accordance with Section 5.4.4(a) below. Notwithstanding the foregoing, there shall be no proration of any such Reimbursable Tenant Expenses that are delinquent as of the Closing. Rather, until the date that is six (6) months after the Closing, Buyer shall include such delinquencies (or unpaid amounts) in its normal billing and shall pursue the collection thereof in good faith after the Closing Date (but Buyer shall not be required to litigate or declare a default under any Lease or pursue any other action or remedy in connection with the recovery from tenants of Reimbursable Tenant Expenses relating to any period prior to the Closing Date).

(d) All amounts payable under any Service Agreements (to the extent assumed by Buyer and subject to the terms of Section 7.5.2 below); reimbursements and recoveries of water, sewer and trash charges under the Leases; annual permits and/or inspection fees (calculated on the basis of the period covered); and any other expenses of the operation and maintenance of the Properties.

(e) Any other items of operating income or operating expense that are customarily apportioned between the parties in real estate closings of comparable commercial properties in the metropolitan area where the Properties are located, as applicable; however, there will be no prorations for debt service, insurance premiums or

payroll (because Buyer is not acquiring or assuming Sellers' financing, insurance or employees).

5.4.2 Utilities. To the extent not in a tenant's name, Buyer shall transfer all utilities to its name as of the Closing Date, and where necessary, post deposits with the utility companies. To the extent not in a tenant's name, Sellers shall use commercially reasonable efforts to cause all utility meters to be read as of the Closing Date. Sellers shall be entitled to recover any and all deposits held in Sellers' name by any utility company as of the Closing Date. To the extent not in a tenant's name, all charges for utilities for which the meters cannot be read or amounts ascertained at Closing shall be prorated outside of the escrow contemplated herein within sixty (60) days after the Closing Date.

5.4.3 Leasing Costs. Sellers shall be responsible for all Leasing Costs that are payable by reason of (a) the execution of the Leases prior to the Effective Date, (b) the renewal, extension, expansion of, or the exercise of any other option under, the Leases, prior to the Effective Date, and (c) amendments of the Leases entered into prior to the Effective Date. If the Closing occurs, Sellers hereby agree to provide Buyer with a credit at the Closing in an amount equal to those Leasing Costs expressly set forth on **Exhibit A** attached hereto which have not been paid as of the Closing Date. If the Closing occurs, Buyer shall be responsible for the payment (or, in the case of any amounts paid prior to the Closing, the reimbursement to Sellers) of all other Leasing Costs which are not the responsibility of Sellers hereunder, including (A) all Leasing Costs that become due and payable (whether before or after the Closing) as a result of (1) any Leases entered into during the Escrow Period in accordance with the terms of this Agreement (" **New Leases** "), (2) amendments entered into during the Escrow Period in accordance with the terms of this Agreement to renew, extend, expand or otherwise amend the Leases or New Leases, or (3) any renewals, extensions or expansions of, or the exercise of any other option under, the Leases or New Leases exercised by tenants during the Escrow Period; and (B) all Leasing Costs as a result of renewals, extensions, expansions, or the exercise of any other option, occurring on or after the Closing Date of any Leases. Except as expressly set forth set forth on **Exhibit A** attached hereto, Buyer shall assume the economic effect of any "free rent" or other concessions pertaining to the period from and after the Effective Date. Except as expressly set forth set forth on **Exhibit A** attached hereto, if, as of the Closing Date, Sellers shall have paid any Leasing Costs, including absorbing any free rent as owner of the Properties during the Escrow Period, for which Buyer is responsible pursuant to the foregoing provisions, Buyer shall reimburse Sellers therefor at the Closing provided that Sellers provides Buyer with reasonable notice of such amounts prior to the expiration of the Due Diligence Period. Sellers shall pay (or cause to be paid), prior to the Closing, or credit Buyer at the Closing (to the extent unpaid) all Leasing Costs for which Sellers are responsible pursuant to the foregoing provisions, and (subject to the reimbursement obligations set forth above) Sellers shall pay (or cause to be paid) when due all Leasing Costs payable during the

Escrow Period. For purposes hereof, the term " **Escrow Period** " shall mean the period from the Effective Date until the Closing Date.

5.4.4 Proration of Reimbursable Tenant Expenses .

(a) For the Closing Year. In order to enable Buyer to make any reconciliations of tenant reimbursements of Reimbursable Tenant Expenses for the portion of the Closing Year during which Sellers owned the Properties, Sellers shall determine in accordance with Section 5.4.1(c) above the Reimbursable Tenant Expenses actually paid or incurred by Sellers for the portion of the Closing Year during which Sellers owned the Properties (" **Sellers' Actual Reimbursable Tenant Expenses** ") and the tenant reimbursements for such Reimbursable Tenant Expenses actually paid to Sellers by tenants for the portion of the Closing Year during which Sellers owned the Properties (" **Sellers' Actual Tenant Reimbursements** "). Without limitation on Section 5.4.6 below, on or before the date that is three (3) months after the Closing Date, Sellers shall deliver to Buyer for Buyer's review and approval, a proposed reconciliation statement (a " **Sellers' Reconciliation Statement** ") for the Properties setting forth (i) Sellers' Actual Reimbursable Tenant Expenses, (ii) Sellers' Actual Tenant Reimbursements, and (iii) a calculation of the difference between the two (*i.e.,* establishing that Sellers' Actual Reimbursable Tenant Expenses were either more or less than Sellers' Actual Tenant Reimbursements). Upon Buyer's review and approval of Sellers' calculations, which approval or disapproval shall be provided within ten (10) business days of Buyer's receipt of a Sellers' Reconciliation Statement, any amount due to Sellers pursuant to the foregoing calculation (in the event Sellers' Actual Tenant Reimbursements are less than Sellers' Actual Reimbursable Tenant Expenses) shall be paid by Buyer within the earlier to occur of (A) ten (10) business days after Buyer collects such under collected amounts from Tenant, or (B) nine (9) months after the Closing Date. If Sellers' Actual Tenant Reimbursements are more than Sellers' Actual Reimbursable Tenant Expenses, then Sellers shall pay to Buyer such over collected amounts within ten (10) business days after Buyer's approval (or deemed approval) of a Sellers' Reconciliation Statement. If Buyer does not approve or disapprove of a Sellers' Reconciliation Statement within such ten (10) business day period, Buyer shall be deemed to have approved of such Sellers' Reconciliation Statement. If Buyer disapproves of a Sellers' Reconciliation Statement, the parties shall diligently and expeditiously work towards resolving the discrepancies in such Sellers' Reconciliation Statement. If Buyer is paid any amounts by Sellers, Buyer thereafter shall be obligated to promptly remit the applicable portion to Tenant. Buyer shall indemnify, defend, and hold Sellers and the other "Seller Related Parties" (as hereinafter defined) harmless from and against any losses, costs, claims, damages, and liabilities, including reasonable attorneys' fees and expenses incurred in connection therewith, arising out of or resulting from Buyer's failure to remit any amounts actually received from Sellers to Tenant in accordance with the provisions hereof. If Buyer

has transferred its interest in the Properties to a successor-in-interest or assignee prior to such date, then, on or before the transfer of its interest in the Properties, Buyer shall (1) in writing expressly obligate such successor-in-interest or assignee to be bound by the provisions of this Section 5.4.4(a) , and (2) deliver written notice of such transfer to Sellers, and thereafter Sellers shall make the deliveries specified above to Buyer's successor-in-interest or assignee. A Sellers' Reconciliation Statement shall be final and binding for purposes of this Agreement.

(b) For Prior Calendar Years. Sellers shall be responsible for the reconciliation with all tenants of Reimbursable Tenant Expenses and all tenant reimbursements thereof for any calendar year prior to the Closing Year. The obligations set forth in this Section 5.4.4(b) shall survive the Closing.

5.4.5 Intentionally Deleted .

5.4.6 General Provisions .

(a) In the event any prorations or apportionments made under this Section 5.4 and/or made in the Closing Statement shall prove to be incorrect for any reason, then any party shall be entitled to an adjustment to correct the same. Any item that cannot be finally prorated because of the unavailability of information shall be tentatively prorated on the basis of the best data then available and reprorated when the information is available.

(b) Notwithstanding anything to the contrary set forth herein, all reprorations contemplated by this Agreement shall be completed within six (6) months after the Closing Date except as expressly set forth in Section 5.4.4(a) hereof.

(c) Following the Closing, Sellers shall retain all rights in and to any rents or other amounts due for any period prior to the Closing, and Buyer shall retain all rights in and to any rents or other amounts due from tenants for any period after the Closing. If Sellers collects any rents or other amounts from tenants from and after the Closing for amounts due for any period after the Closing, Sellers shall hold the same in trust for Buyer and shall promptly remit the same to Buyer.

(d) The obligations of Sellers and Buyer under this Section 5.4 shall survive the Closing for six (6) months after the Closing Date.

6. Condemnation or Destruction of Property . In the event that, after the Effective Date but prior to the Closing Date, either any portion of each Property is taken pursuant to eminent domain proceedings or any of the Improvements are damaged or destroyed by any casualty, Sellers

shall be required to give Buyer prompt written notice of the same after Sellers' actual discovery of the same, but shall have no obligation to cause any direct or indirect member, partner or owner of Sellers to contribute capital to Sellers or any other entity, or to repair or replace (or cause to be repaired or replaced) any such damage, destruction or taken property. At Closing, Sellers shall assign to Buyer (except to the extent any condemnation proceeds or insurance proceeds are attributable to lost rents or other items applicable to any period prior to the Closing) all claims of Sellers regarding any condemnation or casualty insurance coverage, as applicable, and all condemnation proceeds or proceeds from any such casualty insurance received by Sellers on account of any casualty (except to the extent required for collection costs or repairs by Sellers prior to the Closing Date), as applicable. In connection with the foregoing, Sellers shall not compromise, settle or adjust any claims without the prior consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. In connection with any assignment of insurance proceeds hereunder, Sellers shall credit Buyer with an amount equal to the applicable deductible amount under Sellers' insurance (but not more than the amount by which (a) the cost as of the Closing Date to repair the damage is greater than (b) the insurance proceeds and coverage to be assigned to Buyer), and any repair costs that are not covered by insurance proceeds. In the event (A) the condemnation award or the cost of repair of damage to either of the Properties on account of a casualty, as applicable, shall exceed three percent (3%) of the Purchase Price allocated to such Property, (B) a casualty is uninsured or underinsured and Sellers do not elect to credit Buyer at the Closing with an amount equal to the cost to repair such uninsured or underinsured casualty (Sellers having the right, but not the obligation, to do so), or (C) the condemnation or damage to either of the Properties (i) materially and adversely affects access to or parking at such Property, (ii) results in such Property violating any Laws or failing to comply with zoning or any recorded covenants, conditions or restrictions affecting such Property, or (iii) and the restoration thereof reasonably expects to exceed six (6) months, then Buyer may, at its option, terminate this Agreement by notice to Sellers, given on or before the Closing Date, whereupon Buyer shall receive a refund of the Deposit less the Independent Consideration, which shall be paid to Sellers (and no party hereto shall have any further obligation in connection herewith except under those provisions that expressly survive a termination of this Agreement). In the event the condemnation award or the cost of repair of damage to either of the Properties on account of a casualty, as applicable, shall exceed three percent (3%) of the Purchase Price allocated to such Property, and said casualty is uninsured or underinsured, Sellers may, at its option, terminate this Agreement by notice to Buyer, given on or before the Closing Date, whereupon Buyer shall receive a refund of the Deposit less the Independent Consideration, which shall be paid to Sellers (and no party hereto shall have any further obligation in connection herewith except under those provisions that expressly survive a termination of this Agreement).

7. Representations, Warranties and Covenants .

7.1 Representations and Warranties of Sellers. Each Seller hereby represents and warrants to Buyer, with respect to itself and its respective Property, that, except as set forth in **Schedule 3** , as of the Effective Date:

(a) Leases. (i) There are no written leases of space in the applicable Property or other agreements to occupy all or any portion of such Property that will be in force after the Closing and under which the applicable Seller is the landlord (whether by entering into the leases or agreements, or acquiring the applicable Property subject to such leases or agreements) other than the Leases; (ii) all of the Leases are in full force and effect; (iii) neither Seller nor to such Seller's knowledge, the tenants under the Leases for its respective Property, is in monetary default or has given written notice of any existing material non-monetary default under any of such Leases, except as set forth on **Schedule 3** ; and (iv) to each Seller's knowledge, such Seller has delivered, or made available, to Buyer, copies of all of the Leases utilized by such Seller in its ownership and operation of its respective Property. Except as expressly stated in this Agreement, all leasing commissions due to brokers in connection with the Leases have been fully paid and satisfied by the applicable Seller;

(b) Litigation. Other than litigation disclosed in **Schedule 3** hereto, there is no pending (nor has either Seller received any written notice of any threatened) action, litigation, condemnation or other legal proceeding against its respective Property or against such Seller with respect to its Property.

(c) Compliance. Except as disclosed in the Due Diligence Materials or in **Schedule 3** hereto, neither Seller has received any written notice from any Governmental Entity having jurisdiction over its respective Property to the effect that such Property is not in compliance with applicable Laws other than notices of non-compliance that have been remedied.

(d) Service Agreements. Neither Seller has entered into any service or equipment leasing contracts relating to its respective Property that will be binding on Buyer or its respective Property after the Closing, except for the Service Agreements disclosed as part of the Due Diligence Materials hereto (subject to any restrictions on assignment contained therein). Neither Seller has received any written notice that it is in monetary default, and such Seller has not given, nor received from the counterparty to such Service Agreement, written notice of any existing material non-monetary default under the Service Agreements. As used herein, the " **Service Agreements** " shall mean, collectively, service or equipment leasing contracts relating to the applicable Property (other than

Excluded Contracts) that are (A) disclosed as part of the Due Diligence Materials, or (B) entered into in accordance with this Agreement. As used herein, " **Excluded Contracts** " shall mean contracts to which each Seller or its respective affiliates are a party and relating to the applicable Properties for (1) insurance; (2) existing property management agreement; (3) the engagement of attorneys, accountants, brokers, surveyors, title companies, environmental consultants, engineers or appraisers; and (4) any other service contracts or agreements entered into after the Effective Date which such Seller is obligated to terminate at or prior to the Closing at such Seller's sole cost and expense. The Excluded Contracts are not being assigned to or assumed by Buyer hereunder, except that Buyer is assuming the obligation to pay the Leasing Costs for which it is responsible under Section 5.4.3 above.

(e) Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Sellers are and on the Closing Date will be duly authorized, executed and delivered by and are binding upon each Seller. Each Seller is a Delaware limited liability company, duly formed and validly existing and in good standing under the Laws of such state, and is duly authorized and qualified to do all things required of it under this Agreement. Each Seller has the capacity and authority to enter into this Agreement and consummate the transactions herein provided without the consent or joinder of any other party (except as otherwise may be set forth in this Agreement).

(f) No Conflict. Except as otherwise set forth in this Agreement, to each Seller's knowledge, neither this Agreement nor any agreement, document or instrument executed or to be executed in connection with the same, nor anything provided in or contemplated by this Agreement or any such other agreement, document or instrument, does now or shall hereafter materially breach, violate, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, or applicable Law affecting or relating to such Seller or its respective Property.

(g) Insolvency. Each Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by such Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of such Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of such Seller's assets, or (v) made an offer of settlement, extension or composition to its creditors generally.

(h) Hazardous Materials. Except as disclosed as part of the Due Diligence Materials, to each Seller's knowledge, there are no Hazardous Materials installed

or stored in or otherwise existing at, on, in or under its respective Property in violation of any Environmental Laws.

(i) Patriot Act . To each Seller's knowledge, none of its respective investors, affiliates or other agents (if any), acting or benefiting in any capacity in connection with this Agreement (excluding any shareholders in any such affiliated entities that are publicly traded companies) is a (i) person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the " **Executive Order** "); (ii) person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control (" **OFAC** ") at its official website, http://www.treas.gov/offices/enforcement/ofac; (iv) person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (v) person or entity that is affiliated with any person or entity identified in clause (i), (ii), (iii) and/or (iv) above (herein, a " **Prohibited Person** "). Except for the assets of any affiliated companies that are publicly traded companies, the assets of each Seller will transfer to Buyer under this Agreement are not its respective Property of, and are not beneficially owned, directly or indirectly, by a Prohibited Person. The assets of each Seller will transfer to Buyer under this Agreement are not the proceeds of specified unlawful activity as defined by 18 U.S.C. §1956(c)(7).

(j) Employees . There are no employees of either Seller employed in connection with the use, management, maintenance or operation of its respective Property whose employment will continue after the Closing Date.

7.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Sellers that:

7.2.1 This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Buyer are and on the Closing Date will be duly authorized, executed and delivered by and are binding upon Buyer; Buyer is a limited liability company, duly organized and validly existing and in good standing under the Laws of the State of Delaware, and is duly authorized and qualified to do all things required of it under this Agreement; and Buyer has the capacity and authority to enter into this Agreement and consummate the transactions herein provided without the consent or joinder of any other party (except as otherwise may be set forth in this Agreement). Notwithstanding any provision to the contrary contained in this Section 7.2.1 , Buyer intends to seek the approval of its board of directors in order to consummate the acquisition of the Properties, which approval Buyer intends to seek prior to the expiration of

the Due Diligence Period. If Buyer does not terminate this Agreement prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have obtained such approvals;

7.2.2 To Buyer's knowledge, neither this Agreement nor any agreement, document or instrument executed or to be executed in connection with the same, nor anything provided in or contemplated by this Agreement or any such other agreement, document or instrument, does now or shall hereafter breach, violate, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, or applicable Law affecting or relating to Buyer.

7.2.3 Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

7.2.4 To Buyer's knowledge, none of its investors, affiliates or other agents (if any), acting or benefiting in any capacity in connection with this Agreement (excluding any shareholders in any such affiliated entities that are publicly traded companies) is a (i) person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by OFAC at its official website, http://www.treas.gov/offices/enforcement/ofac; (iv) person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (v) person or entity that is affiliated with a Prohibited Person. Except for the assets of any affiliated companies that are publicly traded companies, the assets Buyer will transfer to Sellers under this Agreement are not the Properties of, and are not beneficially owned, directly or indirectly, by a Prohibited Person. The assets Buyer will transfer to Sellers under this Agreement are not the proceeds of specified unlawful activity as defined by 18 U.S.C. §1956(c)(7).

7.3 Survival. The representations, warranties and covenants and all other obligations, provisions and liabilities under this Agreement or any of the Closing Documents (including any cause of action by reason of a breach thereof) shall survive the Closing for six (6) months after the Closing Date, unless otherwise expressly provided in this Agreement. Notwithstanding anything to the contrary in this Agreement, Sellers shall have no liability, and Buyer shall make no claim against Sellers, for (and Buyer shall be deemed to have waived any failure of a condition hereunder by reason of) a failure of any condition or a breach of any

representation or warranty, covenant or other obligation of Sellers under this Agreement, or any Closing Document executed by Sellers (including for this purpose any matter that would have constituted a breach of Sellers' representations and warranties had they been made on the Closing Date) if (a) the failure or breach in question constitutes or results from a condition, state of facts or other matter that was contained in any of the Due Diligence Materials or otherwise actually known to Buyer prior to the Closing (as such knowledge is defined in Section 7.4.2 herein), and Buyer proceeds with the Closing or (b) to the extent, in the case of a representation and warranty of Sellers, the same is confirmed by the Tenant Estoppel Certificate.

7.4 Knowledge .

7.4.1 When a statement is made under this Agreement to the " **knowledge** " or " **actual knowledge** " of Sellers (or other similar phrase), it shall mean the present actual knowledge, without taking into account any constructive or imputed knowledge, and without duty of inquiry, of Ms. Anna Chu, but such individual shall not have any liability in connection herewith.

7.4.2 When a statement is made under this Agreement to the knowledge or actual knowledge of Buyer or known to Buyer (or other similar phrase), it shall mean the present actual knowledge without taking into account any constructive or imputed knowledge, and without duty of inquiry (except as expressly set forth herein), of Mr. Gregg Boehm, Mr. Joel Wicks, Ms. Betsy Kennett and Ms. Katie Pierson, but such individuals shall not have any liability in connection herewith. Mr. Gregg Boehm, Mr. Joel Wicks, Ms. Betsy Kennett and Ms. Katie Pierson shall be deemed to have actual knowledge of any matter contained in any of the Due Diligence Materials, or delivered in accordance Section 10.8 hereof.

7.5 Interim Covenants of Sellers. Until the Closing Date or the sooner termination of this Agreement, to the extent Sellers have the right and power to do so:

7.5.1 Maintenance/Operation. Sellers shall use commercially reasonable efforts to maintain and operate the Properties in substantially the same manner as prior hereto pursuant to its normal course of business (such maintenance obligations not including capital expenditures or expenditures not incurred in such normal course of business), subject to reasonable wear and tear and further subject to destruction by casualty, condemnation or other events beyond the reasonable control of Sellers. Without limitation of the foregoing, Sellers shall use commercially reasonable efforts to maintain its current insurance. Notwithstanding the foregoing, Sellers may (but shall not be obligated to), as part of its normal course of business, pursue tenant improvements, if any, under the Leases.

7.5.2 Service Agreements. After the expiration of the Due Diligence Period, Sellers shall not enter into any new Service Agreement that will be binding on Buyer or the Properties without the prior consent of Buyer (not to be unreasonably withheld, conditioned or

delayed prior to the expiration of the Due Diligence Period, and sole and absolute discretion thereafter); provided, however, that Sellers may, after the expiration of the Due Diligence Period and without the prior consent of Buyer, (i) in the ordinary course of Sellers' business enter into new service contracts and similar agreements which are cancelable on thirty (30) days' notice without penalty or are assignable without fee or consent by any person, or (ii) renew any service contracts or similar agreements affecting the Properties in existence as of the Effective Date, provided the same (x) are made in accordance with the terms of such existing service contracts or similar agreements, (y) are cancelable upon thirty (30) days' notice without penalty or are assignable without fee or consent by any person, and (z) written notice of any such contract or amendment is promptly provided to Buyer. Sellers may modify or terminate any Excluded Contract at any time. If Buyer fails to notify Sellers in writing of Buyer's objections within three (3) business days of Buyer's receipt of the proposed modification, termination or new Service Agreement (and a request for Buyer's approval), then Buyer shall be deemed to have approved the same. In addition, if Buyer fails to notify Sellers in writing of Buyer's objection to any existing Service Agreement prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have approved the same and shall assume the same at the Closing pursuant to the Bill of Sale, Assignment and Assumption. If Buyer delivers a written notice of objection to any Service Agreement prior to the expiration of the Due Diligence Period, then, to the extent a termination right in favor of the applicable Sellers is provided for in such Service Agreement, such Seller shall promptly provide a notice of termination to the vendor thereunder with respect to each such Service Agreement to which Buyer has timely objected (collectively, the " **Objectionable Service Agreements** "); provided, however, that if the termination of any Objectionable Service Agreement cannot be made effective upon the Closing Date (each Seller not being obligated to pay any money to accomplish such termination), then such Objectionable Service Agreement shall be assumed by Buyer at the Closing pursuant to the Bill of Sale, Assignment and Assumption together with all Service Agreements that do not constitute Objectionable Service Agreements. Each Seller shall use commercially reasonable efforts, prior to the Closing Date, to obtain third party consents to the assignments of those Service Agreements which require such third parties' consent and shall keep Buyer reasonably informed of the results of such efforts, provided that Sellers' obtaining any third party consents shall not be a condition to Buyer's obligation to close the transactions contemplated under this Agreement. Any transfer, assignment or termination fee or other fees incurred as a result of each Seller's transfer, assignment or termination of an Objectionable Service Agreement shall be paid by the applicable Seller.

7.5.3 Leases. Sellers may continue to offer its respective Property for lease in the same manner as prior hereto pursuant to its normal course of business and, upon request, Sellers shall keep Buyer reasonably informed as to the status of material leasing activities known to Sellers prior to the Closing Date. After the expiration of the Due Diligence Period, Sellers shall not enter into any New Lease or materially modify or terminate the Leases without the prior consent of Buyer, which consent Buyer may withhold in its sole and absolute discretion. If Buyer fails to

notify Sellers in writing of Buyer's objections within three (3) business days of Buyer's receipt of the proposed modification, termination or new lease terms (and a request for Buyer's approval), then Buyer shall be deemed to have approved the same. Notwithstanding anything to the contrary contained in this Section 7.5.3, Buyer acknowledges and approves of the lease amendment for PGW Auto Glass on the terms that Sellers disclosed to Buyer prior to the Effective Date.

7.5.4 Encumbrances. Each Seller shall not encumber its respective Property with any mortgages, deeds of trust or other encumbrances except as expressly permitted above without Buyer's consent (which shall not be unreasonably withheld, conditioned or delayed as to easements, licenses and similar documents required in the ordinary course of business).

8. **DISCLAIMER; RELEASE**. **AS AN ESSENTIAL INDUCEMENT TO SELLERS TO ENTER INTO THIS AGREEMENT, AND AS PART OF THE DETERMINATION OF THE PURCHASE PRICE, BUYER ACKNOWLEDGES AND AGREES, THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE DOCUMENTS EXECUTED BY SELLERS IN CONNECTION HEREWITH:**

8.1 **DISCLAIMER**.

8.1.1 **AS-IS; WHERE-IS**. **THE SALE OF THE PROPERTIES HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 7.1 ABOVE, OR THE SELLERS CLOSING CERTIFICATE, SELLERS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTIES OR ANY OTHER MATTER WHATSOEVER.**

8.1.2 **SOPHISTICATION OF BUYER**. **BUYER IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTIES, AND BUYER HAS HAD ADEQUATE OPPORTUNITY OR WILL HAVE ADEQUATE OPPORTUNITY PRIOR TO THE CLOSING (BUYER'S FAILURE TO SEND A TERMINATION NOTICE PURSUANT TO SECTION 4.6.2 ABOVE SHALL CONSTITUTE AN ACKNOWLEDGMENT BY BUYER THAT IT HAS HAD SUCH AN OPPORTUNITY) TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTIES HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN**

RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE OWNER'S POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLERS.

8.1.3 **DUE DILIGENCE MATERIALS**. **ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTIES IS SOLELY FOR BUYER'S CONVENIENCE AND WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES. SELLERS HAVE NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKE NO (AND EXPRESSLY DISCLAIM ALL) REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLERS SHALL NOT BE LIABLE FOR ANY MISTAKES, OMISSIONS, MISREPRESENTATION OR ANY FAILURE TO INVESTIGATE THE PROPERTIES NOR SHALL SELLERS BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTIES OR THE OPERATION THEREOF, FURNISHED BY SELLERS OR BY ANY MANAGER, MEMBER OR PARTNER OF SELLERS, OR BY ANY REAL ESTATE BROKERS, MEMBERS, PARTNERS, AGENTS, REPRESENTATIVES, TRUSTEES, AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, SERVANTS OR AGENTS OF ANY OF THE FOREGOING, OR OTHER PERSONS OR ENTITIES ACTING ON BEHALF OF SELLERS OR AT SELLERS' REQUEST (COLLECTIVELY, "SELLER RELATED PARTIES")** .

8.2 **RELEASE**. **EFFECTIVE AS OF THE CLOSING, BUYER HEREBY RELEASES SELLERS AND ALL SELLER RELATED PARTIES FROM ALL CLAIMS THAT BUYER OR ANY PARTY CLAIMING BY, THROUGH OR UNDER BUYER (A "BUYER RELATED PARTY") HAS OR MAY HAVE AS OF THE CLOSING ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE PROPERTIES, INCLUDING THE PROPERTY INFORMATION, THE LEASES AND THE TENANTS THEREUNDER, ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION AND ANY ENVIRONMENTAL CONDITIONS, AND BUYER SHALL NOT LOOK TO ANY SELLER RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION.**

/s/AK
INITIALS OF BUYER

8.3 **SURVIVAL . THIS SECTION 8 SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT AND THE CLOSING.**

8.4 **SCOPE OF RELEASE. NOTWITHSTANDING ANY PROVISION HEREOF TO THE CONTRARY, THE PROVISIONS OF THIS SECTION 8 SHALL NOT RELEASE SELLERS FROM LIABILITY FOR: (A) ANY DAMAGES, CLAIMS, LIABILITIES OR OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH A BREACH OF (OR FAILURE TO COMPLY WITH) ANY COVENANT, REPRESENTATION OR WARRANTY OF SELLERS SET FORTH IN THIS AGREEMENT OR ANY OF THE CLOSING DOCUMENTS EXECUTED BY SELLERS IN CONNECTION WITH THIS AGREEMENT (BUT SUBJECT TO THE LIMITATIONS PROVIDED IN SECTIONS 7.3, 7.4 AND 10.2 OF THIS AGREEMENT); (B) SELLERS' INTENTIONAL, ACTIVE FRAUD; (C) ANY THIRD PARTY CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING PRIOR TO THE CLOSING DATE COVERED BY SELLERS' INSURANCE.**

9. Disposition of Deposit .

9.1 Default by Sellers. If the Closing shall not occur by reason of either or both Sellers' default under this Agreement or the failure of satisfaction of the conditions benefiting Buyer under Section 4 above or the termination of this Agreement in accordance with Section 4 or Section 6 herein, then the Deposit (less the Independent Consideration, which shall be paid to Sellers) shall be returned to Buyer, and neither party shall have any further obligation or liability to the other (other than those obligations that expressly survive a termination of this Agreement); provided, however, if the Closing shall not occur by reason of either or both of Sellers' default, then Buyer shall be entitled as its sole and exclusive remedy to either (a) specifically enforce this Agreement, but an action for specific performance must be commenced within sixty (60) days after the last scheduled Closing Date pursuant to the terms of this Agreement or be forever barred, or (b) terminate this Agreement and obtain a return of the Deposit (less the Independent Consideration, which shall be paid to Sellers), but no other action, for damages or otherwise, shall be permitted. In the event that specific performance is not available and Buyer terminates this Agreement pursuant to this Section 9.1 , then Sellers shall reimburse Buyer's reasonable, actual out-of-pocket fees and expenses incurred by Buyer in connection with its inspection and investigation of the Properties, including Buyer's attorneys' fees and expenses incurred in connection with the negotiation of this Agreement and the Access Agreement, in an aggregate amount not to exceed One Hundred Thousand and No/100 U.S. Dollars ($100,000.00) (the " **Pursuit Costs** "); provided, however, such Pursuit Costs shall

not preclude Buyer from collecting attorneys' fees in connection with a suit or other proceeding against Sellers pursuant to Section 10.10 hereof if Buyer is the prevailing party in any such action.

9.2 Default by Buyer. **IN THE EVENT THE CLOSING SHALL NOT OCCUR BY REASON OF BUYER'S DEFAULT, THEN AS SELLERS' SOLE AND EXCLUSIVE REMEDY AT LAW AND IN EQUITY, SELLERS MAY TERMINATE THIS AGREEMENT AND THE DEPOSIT SHALL BE DELIVERED TO AND RETAINED BY SELLERS AS FULL COMPENSATION AND LIQUIDATED DAMAGES UNDER THIS AGREEMENT FOR SUCH FAILURE TO CLOSE. IN CONNECTION WITH THE FOREGOING, THE PARTIES RECOGNIZE THAT SELLERS WILL INCUR EXPENSES IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THAT THE PROPERTIES MAY BE REMOVED FROM THE MARKET; FURTHER, THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN THE EXTENT OF DETRIMENT TO SELLERS CAUSED BY THE BREACH BY BUYER UNDER THIS AGREEMENT AND THE FAILURE OF THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR THE AMOUNT OF COMPENSATION SELLERS SHOULD RECEIVE AS A RESULT OF BUYER'S DEFAULT, AND THAT THE DEPOSIT REPRESENTS THE PARTIES' BEST CURRENT ESTIMATE OF SUCH DETRIMENT. IN THE EVENT THE CLOSING SHALL NOT OCCUR BY REASON OF BUYER'S DEFAULT, THEN THE RETENTION OF THE DEPOSIT SHALL BE SELLERS' SOLE AND EXCLUSIVE REMEDY AT LAW AND IN EQUITY UNDER THIS AGREEMENT BY REASON OF SUCH DEFAULT, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE A TERMINATION OF THIS AGREEMENT, INCLUDING SECTION 10.10 BELOW. THIS SECTION 9.2 SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT. NOTHING CONTAINED IN THIS SECTION 9.2 SHALL LIMIT OR IMPAIR ANY OF SELLERS' RIGHTS AND REMEDIES AGAINST BUYER FOR ANY OTHER PRE-CLOSING DEFAULT BY BUYER UNDER THIS AGREEMENT (INCLUDING BUYER'S DUE DILIGENCE INDEMNITY UNDER SECTION 4.6 ABOVE OR SUCH DUE DILIGENCE INDEMNITY SET FORTH IN THE ACCESS AGREEMENT OR BREACH OF CONFIDENTIALITY UNDER SECTION 10.20 BELOW).**

/s/AK /s/AC
BUYER'S INITIALS SELLERS' INITIALS

9.3 Closing. In the event the transaction herein provided shall close, the Deposit shall be applied as a partial payment of the Purchase Price.

10. Miscellaneous .

10.1 Brokers. Buyer represents and warrants to Sellers that no broker or finder has been engaged by it in connection with the purchase contemplated by this Agreement. Sellers represent and warrant to Buyer that no broker or finder has been engaged by it, other than CBRE, Inc. (" **Broker** "), in connection with the sale contemplated by this Agreement, and Sellers agree to pay to Broker at the Closing any and all fees due to Broker in connection with this transaction pursuant to a separate agreement between Sellers and Broker. In the event of a claim for broker's or finder's fee or commissions in connection with the sale contemplated by this Agreement, then Sellers shall indemnify, defend and hold harmless Buyer from the same if it shall be based upon any statement or agreement alleged to have been made by Sellers, and Buyer shall indemnify, defend and hold harmless Sellers from the same if it shall be based upon any statement or agreement alleged to have been made by Buyer. The provisions of this Section 10.1 shall survive the Closing or any termination of this Agreement.

10.2 Limitation of Liability .

10.2.1 Notwithstanding anything to the contrary contained herein, the direct and indirect shareholders, partners, members, trustees, officers, directors, employees, agents and security holders of the parties are not assuming any, and shall have no, personal liability for any obligations of the parties hereto under this Agreement.

10.2.2 Notwithstanding anything to the contrary contained herein, (a) if the Closing of the transactions hereunder shall have occurred, Sellers shall have no liability to Buyer (and Buyer shall make no claim against Sellers) for a breach of any representation or warranty or any other covenant, agreement or obligation of Sellers, or for indemnification, under this Agreement or any Closing Document executed by Sellers in connection with this Agreement, unless (i) the valid claims for all such breaches and indemnifications collectively aggregate to more than FIFTY THOUSAND AND No/100 DOLLARS ($50,000.00) (provided, however, that if such valid claims do exceed $50,000.00 in the aggregate, Sellers shall only be responsible for that portion of the claim over $50,000.00), and (ii) the liability of Eldorado under this Agreement and such documents shall not exceed, in the aggregate, an amount equal three percent (3%) of the Eldorado Purchase Price (the " **Eldorado Liability Cap** "), and (iii) the liability of Cameron under this Agreement and such documents shall not exceed, in the aggregate, an amount equal three percent (3%) of the Cameron Purchase Price (the " **Cameron Liability Cap** "); provided, however, the Eldorado Liability Cap and the Cameron Liability Cap shall not apply to any amounts due for reproration under Section 5.4.6 hereof for the Eldorado Property and the Cameron Property, respectively, any indemnity obligations pursuant to Section 10.1 hereof or the Leasing Costs for which Eldorado and Cameron, as applicable, are expressly responsible pursuant to Section 5.4.3 hereof; and (b) in no event shall Sellers be liable for any consequential or punitive damages. In connection with any action alleging

a breach of any warranty of title in the Deed, Buyer agrees that it shall in good faith pursue Title Company under its title policy(ies) with respect to any claim relating to the warranty of title under the Deed prior to bringing an action against Sellers provided that the foregoing obligation in no way invalidates the Owner's Policy. For six (6) months following the Closing Date, Sellers shall maintain access to funds so as to have the ability to satisfy any post-closing obligations that it may have hereunder.

10.2.3 Notwithstanding anything to the contrary contained in this Section 10.2 , Buyer understands that each Seller has an interest in only its Property and each Seller shall be severally (but not (i) jointly or (ii) jointly and severally) obligated to Buyer under or in connection with this Agreement or any document executed in connection herewith, and only to the extent that the obligations contained in this Agreement or such other documents relate to such Seller or the portion of the Property owned by such Seller (and shall not be obligated to the extent that any such obligations relate to the portion of the Property not owned by such Seller). Without limitation on the foregoing, the closing costs and prorations provided for in Sections 5.3 and 5.4 shall be allocated separately among the Property owned by each Seller.

10.2.4 The limitations of liability contained in this Section 10.2 are in addition to, and not in limitation of, any limitation on liability provided elsewhere in this Agreement or by Law or by any other contract, agreement or instrument.

10.3 Schedules and Exhibits; Entire Agreement; Modification. All schedules and exhibits attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement. This Agreement and the Access Agreement contain the entire agreement between the parties regarding the matters herein set forth and supersedes all prior agreements between the parties hereto regarding such matters. This Agreement may not be modified or amended except by written agreement signed by both parties.

10.4 Time of the Essence. Time is of the essence of this Agreement. However, whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day. As used herein, " **business day** " shall mean any day other than a Saturday, Sunday, federal holiday, or state holiday in the state in which the Properties are located. Unless expressly indicated otherwise, (a) all references to time in this Agreement shall be deemed to refer to Pacific time, and (b) all time periods provided for under this Agreement shall expire at 5:00 p.m. Pacific time.

10.5 Interpretation. Section headings shall not be used in construing this Agreement. Each party acknowledges that such party and its counsel, after negotiation and

consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. The words "herein", "hereof", "hereunder", "hereby", "this Agreement" and other similar references shall be construed to mean and include this Agreement and all amendments and supplements hereto unless the context shall clearly indicate or require otherwise. Whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a non-exclusive manner. Except as otherwise indicated, all Schedule, Exhibit and Section references in this Agreement shall be deemed to refer to the Schedules, Exhibits and Sections in this Agreement. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder must be in writing to be effective and may be given or withheld in the sole and absolute discretion of such party.

10.6 Governing Law. This Agreement shall be construed and enforced in accordance with the Laws of the state in which the Properties are located without regard to application of its conflicts of law principles.

10.7 Successors and Assigns. Buyer may not assign or transfer any of its rights or obligations under this Agreement either directly or indirectly (whether by outright transfer, transfer of ownership interests or otherwise) without the prior written consent of Seller; provided, however, Buyer may assign its interest in this Agreement on or before the Closing Date to an entity (a " **Buyer Assignee** ") in which Buyer, directly or indirectly, through one or more subsidiaries, has control, or is under common control with Buyer or any entity (or subsidiary thereof) that is advised by an affiliate of BCI IV Advisors LLC, so long as (a) Buyer gives Sellers four (4) business days' advance written notice thereof (including the name, vesting and signature block of the transferee), and (b) Buyer and such Buyer Assignee execute and deliver an assignment and assumption agreement in form reasonably satisfactory to Sellers whereby such Buyer Assignee assumes all obligations of this Agreement. In the event of a transfer to a Buyer Assignee, such Buyer Assignee shall assume in writing all of the transferor's obligations and liabilities hereunder (whenever arising, whether before or after such assumption), but such transferor shall not be released from its obligations hereunder. No consent given by Sellers to any transfer or assignment of Buyer's rights or obligations hereunder shall be construed as a consent to any other transfer or assignment of Buyer's rights or obligations hereunder. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

10.8 Notices. All notices, approvals, demands and communications permitted or required to be given hereunder shall be in writing, and shall be delivered (a) personally, (b) by United States registered or certified mail, postage prepaid, (c) by Federal Express or other reputable

courier service regularly providing evidence of delivery (with charges paid by the party sending the notice), or (d) by a PDF or similar attachment to an email, provided that such email attachment shall be followed within one (1) business day by sending such notice pursuant to clauses (a) or (c) above. Any such notice to a party shall be addressed at the address set forth below (subject to the right of a party to designate a different address for itself by notice similarly given):

To Sellers:	TLF Logistics II Cameron Business Center TLF Logistics II Eldorado Business Center c/o Stockbridge Capital Group Four Embarcadero Center, Suite 3300 San Francisco, California 94111 Attention: Ms. Anna Chu Telephone: (415) 658-3306 Email: Chu@Stockbridge.com
And With Copy To:	White & Case LLP 111 S. Wacker Drive, Suite 5100 Chicago, IL 60606 Attention: Eugene J.M. Leone, Esq. and Dianne M. Lu, Esq. Telephone: (312) 915-3113 and (312) 915-3103 E-mail: Eugene.Leone@whitecase.com and Dianne.Lu@whitecase.com
To Buyer:	BCI IV Acquisitions LLC c/o Black Creek Group 518 17th Street Suite 1700 Denver, Colorado 80202 Attention: Thomas McGonagle Telephone: (303) 228-2200 Email: tom.mcgonagle@blackcreekcapital.com
With copy to:	BCI IV Acquisitions LLC c/o Black Creek Group 518 17th Street Suite 1700 Denver, Colorado 80202 Attention: General Counsel Telephone: (303) 228-2200 Email: josh.widoff@blackcreekcapital.com

With a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLC
Attention: Sandra A. Jacobson, Esq.
1900 Main Street, Fifth Floor
Irvine, California 92614
Telephone: (949) 553-1313
Email: sjacobson@allenmatkins.com

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused). The attorneys for any party hereto shall be entitled to provide any notice that a party desires to provide or is required to provide hereunder.

10.9 Third Parties. Except as provided in Section 8.2 above, nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective successors and assigns, and nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, and no provision shall give any third parties any right of subrogation or action over or against any party to this Agreement.

10.10 Legal Costs. The parties hereto agree that they shall pay directly any and all legal costs which they have incurred or shall incur on their own behalf in the preparation of this Agreement, all deeds and other agreements pertaining to this transaction and that such legal costs shall not be part of the closing costs. In addition, if either Buyer or Sellers brings any suit or other proceeding, including an arbitration proceeding, with respect to the subject matter or the enforcement of this Agreement, the prevailing party (as determined by the court, agency, arbitrator or other authority before which such suit or proceeding is commenced), in addition to such other relief as may be awarded, shall be entitled to recover reasonable attorneys' fees, expenses and costs of investigation actually incurred. The foregoing includes attorneys' fees, expenses and costs of investigation (including those incurred in appellate proceedings), costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code (11 United States Code Sections 101 et seq.), or any successor statutes. The provisions of this Section 10.10 shall survive the Closing or any termination of this Agreement.

10.11 Further Assurances. Each party shall, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement (provided the same do not increase in any material respect the costs to, or liabilities or obligations of, such party in a

manner not otherwise provided for herein). The terms of this Section shall survive the Closing or any termination of this Agreement.

10.12 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Law.

10.13 Press Releases. Except as otherwise expressly permitted under Section 10.20 below, no press release or other public disclosure regarding the terms of this Agreement or the transaction contemplated hereby shall be made without the prior written consent of Buyer and Sellers, such consent not to be unreasonably withheld with respect only to public disclosure of the fact of the closing of the transaction without inclusion therein of any financial or other detailed terms of this Agreement. Except as otherwise expressly permitted under Section 10.20 below, without limitation on the foregoing, each of Buyer and Sellers shall use diligent efforts not to make any public disclosure of the Purchase Price (except as required by Laws in connection with the delivery or recording of the Deeds). However, either party shall have the right to make public disclosures required by (a) Law (but only if such party gives the other party reasonable notice and an opportunity to retain a restraining order or take other similar protective actions) or (b) the rules and regulations of a securities exchange. The terms of this Section shall survive the Closing or any termination of this Agreement.

10.14 Anti-Terrorism Law. Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other Laws, regulations or executive orders designed to combat terrorism or money laundering, if applicable, to this Agreement. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

10.15 Post-Closing Access to Records . Within thirty (30) day following receipt by Sellers of Buyer's reasonable written request, from the Closing and for two (2) years thereafter, Sellers shall, at Sellers' principal place of business, during Sellers' normal business hours, to the extent still in Sellers' possession, make available to Buyer for inspection and copying (at Buyer's sole cost and expense), all of Sellers' books and records directly related to the Leases and tenants' audit rights (expressly excluding any Excluded Materials).

10.16 Information and Audit Cooperation . To the extent necessary to enable Buyer to comply with any financial reporting requirements applicable to Buyer and imposed by any Governmental Entity, including Rule 3-14 of Securities and Exchange Commission Regulation S-X, upon at least ten (10) business days prior written notice to Sellers, for three (3) months following the Closing Date, at Buyer's sole cost and expense, Sellers shall cooperate in a commercially reasonable manner with Buyer's auditors in preparing an audit of the trial balance related to the operation of the Properties for the calendar years 2018 and 2019. Other than any covenant, representation or warranty of Sellers set forth in this Agreement or any of the closing documents executed by Sellers in connection with this Agreement (but subject to the limitations provided in Sections 7.3, 7.4 and 10.2 of this Agreement), Sellers makes no representations, warranties or covenants with respect to the trial balance or the books and records which may be reviewed in auditing the same, and Buyer releases and waives any liability or claims against Sellers related to the trial balance or the books and records which may be reviewed and audited. Buyer's release and wavier set forth in this Section 10.16 shall survive the Closing.

10.17 Jurisdiction; Venue . Each party consents to the jurisdiction of any state or federal court located within Clark County, Nevada, waives personal service of any and all process upon it, consents to the service of process by registered mail directed to it at the address stated in Section 10.8 hereof, and acknowledges that service so made shall be deemed to be completed upon actual delivery thereof (whether accepted or refused). In addition, each party consents and agrees that venue of any action instituted under this Agreement or any agreement executed in connection herewith shall be proper in Clark County, Nevada, and each party waives any objection to venue.

10.18 Waiver of Trial by Jury . To the extent permitted by Law, the parties hereby irrevocably waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement or any document executed pursuant thereto. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

10.19 Acceptance of Deed. The acceptance of the Deeds by Buyer shall be deemed full compliance by Sellers of all of Sellers' obligations under this Agreement except for those obligations of Sellers which are specifically stated to survive the Closing hereunder.

10.20 Confidentiality. The terms of the transaction contemplated in this Agreement, including the Purchase Price and all other financial terms, shall remain confidential and shall not be disclosed by either party hereto without the written consent of the other except (a) to such party's directors, officers, partners, employees, legal counsel, accountants, lenders, engineers, architects, brokers, financial advisors and similar professionals and consultants, to the extent such party deems it necessary or appropriate in connection with the transaction contemplated hereunder (and such party shall inform each of the foregoing parties of such party's obligations under this Section 10.20

and shall secure the agreement of such parties to be bound by the terms hereof), or (b) as otherwise required by Law or regulation (including the rules and regulations of a securities exchange). Unless and until the transaction contemplated by this Agreement shall close, Buyer shall also keep confidential all documents, reports and information concerning the Properties obtained from Sellers or through the due diligence investigation of the Properties by Buyer or its agents, except to the extent permitted by clauses (a) or (b) above. The provisions of this Section 10.20 shall survive any termination of this Agreement or the Closing (as applicable).

10.21 1031 Exchange. Sellers and/or Buyer may, for the purpose of treating all or part of its sale or acquisition of the Properties as a like-kind exchange of property under Section 1031 of the Internal Revenue Code, assign certain rights that it has under this Agreement, including its right to sell or acquire the Properties pursuant to this Agreement, to one or more qualified intermediaries, and to provide notice of such assignment to the other party, provided that no such assignment shall release the assigning party from its obligations hereunder and no such assignment shall delay the Closing hereunder. The non-assigning party shall not incur any costs or liabilities in connection with such exchange. The assigning party agrees to save, indemnify, protect and defend the other party (with counsel reasonably satisfactory to such other party) from and against and hold the other party harmless from any and all expenses and/or liabilities arising from such assignment and exchange and the other party shall not be required to take title to any other property. The provisions of this Section 10.21 shall survive the Closing.

10.22 Counterparts; Delivery. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The delivery of an executed counterpart of this Agreement by facsimile or as a PDF or similar attachment to an e-mail shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

10.23 Effectiveness. In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart hereof has been executed and delivered by each party hereto.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CAMERON:

TLF LOGISTICS II CAMERON BUSINESS CENTER, LLC,
a Delaware limited liability company

By: CV Texas GP, LLC,
a Delaware limited liability company,
its Manager

By: /s/ Anna Chu
Name: Anna Chu
Its: Vice President

ELDORADO:

TLF LOGISTICS II ELDORADO BUSINESS CENTER, LLC
a Delaware limited liability company

By: CV Texas GP, LLC,
a Delaware limited liability company,
its Manager

By: /s/ Anna Chu
Name: Anna Chu
Title: Vice President

BUYER:

BCI IV ACQUISITIONS LLC,
a Delaware limited liability company

By: BCI IV Operating Partnership LP,
a Delaware limited partnership,
its Sole Member

By: Black Creek Industrial REIT IV Inc.,
a Maryland corporation,
its General Partner

By: /s/ Andrea Karp
Name: Andrea Karp
Title: Managing Director

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the 15th day of May, 2019 (the "Effective Date"), by and between PIONEER INDUSTRIAL, LLC, a Delaware limited liability company (the "Pioneer Seller"), and PIONEER PARKING LOT, LLC, a Delaware limited liability company (the "Pioneer Parking Seller"), CAVA NORTHGATE INDUSTRIAL LLC, a Delaware limited liability company (the "Northgate Seller", and with the Pioneer Seller and Pioneer Parking Seller, jointly and severally, except as expressly provided herein to the contrary and as to the representations and warranties made in Section 3 hereof, the "Seller"), and BCI IV ACQUISITIONS LLC, a Delaware limited liability company ("Purchaser").

W I T N E S S E T H :

WHEREAS, Seller owns the portfolio of industrial real estate projects, commonly referred to as the "DFW Class A Infill Portfolio" and comprised of (i) three industrial buildings totaling approximately 1,162,557 square feet, situated on a parcel of land more particularly described in Exhibit A-1 attached hereto, all located at 2900 E Pioneer Parkway, 3000 E Pioneer Parkway and 2241 S Watson Road, in Arlington, Texas, and the title to which is held by the Pioneer Seller (the "Pioneer Property"), (ii) two industrial buildings totaling approximately 266,666 square feet, situated on a parcel of land more particularly described in Exhibit A-2 attached hereto, all located at 3750 Regency Crest Drive and 3850 Regency Crest Drive, in Garland, Texas, and the title to which is held by the Northgate Seller (the "Northgate Property"), and (iii) a parking lot situated on a parcel of land more particularly described in Exhibit A-1 attached hereto located at 2801 E. Arkansas Lane in Arlington, Texas, and the title to which is held by the Pioneer Parking Seller (the "Pioneer Parking Property"); and

WHEREAS, Seller desires to sell its interest in such property and Purchaser desires to purchase such interest from Seller on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the Project and the respective undertakings of the parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed:

SECTION 1. DEFINITIONS.

Wherever used in this Agreement, the words and phrases set forth below shall have the meanings set forth below or in an Exhibit to this Agreement to which reference is made, unless the context clearly requires otherwise.

A. " Broker " shall mean CB Richard Ellis.

B. " Closing " means the closing at which Seller conveys title to the Project to Purchaser and Purchaser pays Seller the Purchase Price described in Section 2(B) herein below. Notwithstanding anything to the contrary contained herein, the parties agree that the Closing shall be conditioned upon the simultaneous and complete closing of the sale of the Pioneer Property, the sale of the Northgate Property and the sale of the Pioneer Parking Property. In no event shall the sale of a portion of the Land

be permitted to close without consummation of the closing of the remaining portion of the Land simultaneously therewith.

C. " Closing Date " means the date which is the later of (i) five (5) business days after (or such earlier date, if agreed upon by the parties) the Due Diligence Deadline and (ii) ten (10) business days (or such earlier date, if agreed upon by the parties and the Lenders (as defined in Section 6(A)(ix) hereof)) of issuance of the Lenders' Approvals (as defined in Section 5(G) hereof). Notwithstanding the foregoing, in the event that both Lenders' Approvals have not been issued by a date which is one hundred eighty (180) days after the expiration of the Due Diligence Period, thereafter either Seller or Purchaser may terminate this Agreement by written notice to the other, whereupon this Agreement shall terminate, the Earnest Money (less the Independent Consideration) shall be returned to Purchaser, and the parties shall have no further liability or obligations hereunder except those expressly to survive termination hereunder. In addition, in the event that both Lenders' Approvals have not been issued by the end of the calendar year of 2019, this Agreement shall automatically terminate, whereupon the Earnest Money (less the Independent Consideration) shall be returned to Purchaser, and the parties shall have no further liability or obligations hereunder except those expressly to survive termination hereunder.

D. " Contracts " shall have the meaning set forth in Section 3(D) below.

E. " Due Diligence Deadline " shall have the meaning set forth in Section 6(B) below.

F. " Earnest Money " shall have the meaning set forth in Section 2(A) below.

G. " Improvements " means all buildings, structures, fixtures and other improvements now or hereafter located or erected on the Land (other than any trade fixtures owned by tenants).

H. " Land " means the real property described on Exhibit A-1 and Exhibit A-2 , including all adjacent roadways, rights-of-way and alleys to the extent Seller has an interest therein, all oil, gas and other mineral rights and all easements and other rights appurtenant to such real property.

I. " Permitted Exceptions " means non-delinquent real property taxes on the Project, the rights of tenants, as tenants only, under the Tenant Leases and any other matters set forth on the Title Commitment and Survey (both as defined in Section 6(D) below), which are approved or deemed approved by Purchaser as provided in Paragraph 6(D) below.

J. " Purchase Price " shall have the meaning set forth in Section 2(B) below.

K. " Personal Property " means all tangible and intangible personal property now or hereafter owned by Seller and used in connection with the operation of the Project, including, without limitation, (i) all building and construction materials, equipment, appliances, fixtures and machinery (excluding the FF&E identified in the Ancora Lease), (ii) all transferable permits, licenses, certificates, approvals and other entitlements issued in connection with the Project, (iii) all plans and specifications, operating manuals, guaranties and warranties with respect to the Project, and (iv) Seller's rights, if any, to use the trade name of the Project. Excluded from the definition of "Personal Property" shall be any tangible or intangible personal property owned by property managers or any tenants under the Tenant Leases (each a "Tenant" and collectively, "Tenants"), and the FF&E identified in the Ancora Lease.

L. " Project " means collectively the Land, the Improvements, the Personal Property, the Tenant Leases and Seller's interest in the Contracts that are assigned to Purchaser pursuant to the terms of this Agreement.

M. " Survey " shall have the meaning set forth in Section 6(D) below.

N. " Tenant Leases " shall have the meaning set forth in Section 3(E) below.

O. " Title Commitment " shall have the meaning set forth in Section 6(D) below.

P. " Title Company " means Chicago Title Insurance Company, 2828 Routh Street, Suite 800, Dallas, TX 75201, Attn: Kyle McCartan.

SECTION 2. EARNEST MONEY; AGREEMENT TO SELL AND PURCHASE.

A. Earnest Money.

Within three (3) business days following the mutual execution of this Agreement (the “Earnest Money Deadline”), Purchaser shall deposit $2,000,000 (the "Earnest Money") with the Title Company. The Earnest Money shall be held by the Title Company in accordance with the terms hereof and invested in a money market account, and all interest earned on the Earnest Money shall be added to and deemed a part of the Earnest Money. The Earnest Money shall be refunded to Purchaser if this Agreement is terminated prior to the expiration of the Due Diligence Deadline or if both Lender’s Approvals are not timely obtained as expressly described herein (unless the Lenders’ Approvals are not timely obtained due to Purchaser’s refusal or failure to (i) provide, within a reasonable time following Lenders’ request therefor, information required to be provided by assuming borrowers under the Documents (as defined in Section 6(A)(ix) hereof) or (ii) otherwise comply with reasonable requests of the Lenders to the extent such requests are permitted under the Documents; provided, that Purchaser will not be required for purposes of this Section or Section 5(G) to provide information that is confidential or that is not customarily provided to mortgage lenders of borrowers with non-traded public REIT structures except to the extent such information is required by Lenders to comply with law). If the Closing does not occur hereunder for any reason other than Purchaser's default hereunder, the Earnest Money shall be refunded to Purchaser; and, if the Closing does not occur due to Purchaser's default hereunder, the Earnest Money shall be paid to Seller as liquidated damages in accordance with the terms of this Agreement. If the Closing occurs hereunder, the Earnest Money shall be paid to Seller and credited against the Purchase Price.

B. Purchase and Sale.

On the Closing Date Seller shall convey the Project to Purchaser on the terms and conditions set forth herein. On the Closing Date Purchaser shall accept title to the Project from Seller on the terms and conditions set forth herein and shall pay to Seller the aggregate purchase price (" Purchase Price ") of ONE HUNDRED FIFTEEN MILLION AND 00/100 DOLLARS ($115,000,000.00), subject to prorations as set forth below, by wire transfer of immediately available funds. The parties agree that such Purchase Price shall be allocated $ 91,007,981.90 to the Pioneer Property, $ 23,625,018.10 to the Northgate Property and $ 367,000.00 to the Pioneer Parking Property.

C. Independent Consideration.

The amount of $100.00 (the "Independent Consideration") is expressly reserved from the Earnest Money. The parties have bargained for and agreed that the amount described in the preceding sentence, along with the expenditures of time and resources and possible loss of opportunity by Purchaser, constitute adequate consideration for Seller remaining bound by this Agreement notwithstanding such termination rights of Purchaser. Upon Seller's request at any time, Title Company will release and disburse the Independent Consideration to Seller. Notwithstanding anything to the contrary herein, the Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, and is nonrefundable and may be retained by Seller in all events.

SECTION 3. REPRESENTATIONS AND WARRANTIES BY SELLER.

Each of (i) the Pioneer Seller hereby severally (and not jointly) covenants, represents and warrants with respect to itself and the Pioneer Property and the Pioneer Mortgage (as defined in Section 6(A)(ix) hereof), (ii) the Northgate Seller hereby severally (and not jointly) covenants, represents and warrants with respect to itself and the Northgate Property and the Northgate Mortgage (as defined in Section 6(A)(ix) hereof), and (iii) the Pioneer Parking Seller severally (and not jointly) hereby covenants, represents and warrants with respect to itself and the Pioneer Parking Property, to Purchaser as of the date hereof and as of the Closing as follows:

A. Due Organization.

Seller is a limited liability company, duly organized and validly existing under the laws of the State of Delaware and qualified to do business in the State of Texas; Seller has full power and authority, and is duly authorized, to execute, enter into, deliver and perform this Agreement and its obligations hereunder.

B. Power.

This Agreement and all other agreements, instruments and documents required to be executed or delivered by Seller pursuant hereto have been or (if and when executed) will be duly executed and delivered by Seller, and are or will be legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their terms. To Seller's knowledge, no consents and permissions are required to be obtained by Seller for the execution and performance of this Agreement and the other documents to be executed by Seller hereunder (other than the Lenders' Approvals). To Seller's knowledge, the consummation of the transactions contemplated herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or document to which Seller is a party or by which it is bound, or, to Seller's knowledge, any order, rule or regulation of any court or of any federal or state regulatory body or any administrative agency or any other governmental body having jurisdiction over Seller or the Project.

C. No Proceedings.

Except as set forth in Exhibit B and except for matters covered by insurance (which matters are also described in Exhibit B), Seller has not received any written notice that there is currently pending

any action, suit or proceeding, including condemnation, eminent domain or similar proceedings, before any court or governmental agency or body against Seller or the Project which might have any material adverse result to the Project. Without limiting the generality of the foregoing, Seller has not received any written notices from any governmental entities of violations or alleged violations of any laws, rules, regulations or codes, including environmental laws and building codes, with respect to the Project which have not been corrected to the satisfaction of the governmental agency issuing such notices.

D. Contracts.

Attached hereto as Exhibit C is a list of all contracts or agreements to which Seller is a party for the providing of services to the Project and the leasing of equipment for the Project (which contracts and agreements, together with the contracts and agreements entered into with respect to the Project after the date hereof pursuant to Section 5 below, are herein referred to collectively as the " Contracts "). Seller has made true, correct and complete copies of the Contracts available to Purchaser on the due diligence website created for this transaction. Except as set forth on such Exhibit, to Seller's actual knowledge, all of the Contracts are in full force and effect and free from default.

E. Tenant Leases.

Attached hereto as Exhibit D-1 is a list of all leases and any other licenses and occupancy agreements pursuant to which any person occupies, or has the right to occupy, space in the Project (which leases, agreements and other documents, and all amendments, modifications and supplements thereto, together with the lease documents entered into with respect to the Project after the date hereof pursuant to Section 5 below, are herein referred to collectively as the "Tenant Leases"). Exhibit D-1 also includes a correct (i) list of all security deposits currently being held by Seller in connection with the Tenant Leases, (ii) commencement date and expiration date for each Tenant Lease, (iii) [intentionally omitted], and (iv) list of any outstanding (current or future) free rent periods or rent abatements set forth in each Tenant Lease. Seller has made true, correct and complete copies of the Tenant Leases, together with all correspondence relating to the exercise or non-exercise of any rights of first offer to lease, rights of first refusal to lease or similar options, available to Purchaser on the due diligence website created for this transaction. Except for the Tenant Leases, Seller has not entered into any other leases or other occupancy agreements affecting the Project and, to Seller’s knowledge, except for the Tenant Leases, no other third party has entered into any other leases or other occupancy agreements affecting the Project. Except as set forth in the Tenants Leases, Seller has not granted any party any option to purchase the Project, rights of first refusal to purchase the Project or any licenses or other similar agreement with respect to the Project. To Seller's actual knowledge, except as shown on Exhibit D-2 attached hereto, there are no defaults under any of the Tenant Leases and the Tenant Leases are in full force and effect. There are no brokerage commissions or fees due now or payable in the future in connection with the Tenant Leases, and all tenant improvement costs and work applicable to the current term and space covered by the Tenant Leases have been paid completed and paid in full, except as shown on Exhibit D-3 attached hereto. With respect to the Tenant Lease with STVT-AAI Education, Inc. (the “Ancora Lease”), the Delivery Date (as such terms is defined in the Ancora Lease) occurred on March 21, 2019.

F. ERISA.

Seller is not and is not acting on behalf of an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, a "plan" within

the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended, or an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. § 2510.3-101 of any such employee benefit plan or plans.

G. OFAC

Seller is currently in compliance with, and shall at all times during the term of this Agreement (including any extension thereof) remain in compliance with, the regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those named on its Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto (" OFAC ").

H. Taxes and Special Assessments.

Seller has not submitted an application for the creation of any special taxing district affecting the Project, or annexation thereby, or inclusion therein. To Seller's knowledge, Seller has not received written notice that any governmental or quasi-governmental agency or authority intends to impose or increase any special or other assessment against the Project, or any part thereof, including assessments attributable to revaluations of the Project. There is no ongoing appeal with respect to taxes or special assessments on the Project for any year, and any consultants engaged to perform work with respect to appeals of taxes or special assessments on the Project have been paid in full.

I. Employees.

There are no employees of Seller employed in connection with the use, management, maintenance or operation of the Project whose employment will continue after the Closing Date. There is no bargaining unit or union contract relating to any employees of Seller.

J. No Bankruptcy.

No petition in bankruptcy (voluntary or otherwise), attachment, execution proceeding, assignment for the benefit of creditors, or petition seeking reorganization or insolvency, arrangement or other action or proceeding under federal or state bankruptcy law is pending against or contemplated (or, to Seller's Knowledge, threatened) by or against Seller or any general partner or managing member of Seller.

K. Existing Indebtedness.

Seller has not received notice of, and to Seller’s actual knowledge there does not exist, any default or event of default or event which with notice or the passage of time or both would constitute a default by Seller of any obligation under the Documents. Seller has delivered true, correct and complete copies of all Documents to Purchaser, which Documents constitute all loan documents and agreements governing or otherwise entered into in connection with the loans described in the Documents. The Prudential Insurance Company of America is the current lender under the Northgate Mortgage; Barings LLC is the current lender under the Pioneer Mortgage; and to Seller’s actual knowledge neither of the subject loans has been securitized. According to Seller’s most recent financial estimates and analyses:

(i) Northgate Property satisfies the Loan to Value Ratio and the Debt Service Coverage Ratio (as such terms are defined in the Northgate Mortgage) required under the Northgate Mortgage for Northgate Seller to assign the Northgate Mortgage and the loan evidenced thereby, and (ii) the Pioneer Property satisfies the Loan to Value Ratio and the Debt Service Coverage Ratio (as such terms are defined in the Pioneer Mortgage) required under the Pioneer Mortgage for Pioneer Seller to assign the Pioneer Mortgage and the loan evidenced thereby (it being acknowledged and agreed that each Lender shall use its own analysis to calculate such ratios). There are no escrows or reserves held by a Lender or any other party in connection with the loans described in the Documents. Exhibit K attached hereto includes a true and correct schedule, with respect to each of the Pioneer Mortgage and the Northgate Mortgage as of the Effective Date, of: (a) all Documents, (b) the principal loan amount outstanding, (c) the interest rate, and (d) the maturity date.

L. Limitations on Representations and Warranties.

As used herein, the term "Seller's actual knowledge" means the conscious knowledge of Chris Harris, the asset manager, who has knowledge of all material matters that have a bearing on the representations made by Seller herein; and such person shall not have any personal liability or be obligated to perform any due diligence investigations in connection with making any representations or warranties herein. If Purchaser (i) has actual knowledge (defined as the actual knowledge of Mace McClatchy and/or Katie Pierson (as opposed to constructive or imputed knowledge), which individuals shall have no personal liability) whether through its review of the Property Information or otherwise, at Closing, (ii) receives any written information from Seller (pursuant to the notice requirements set forth in this Agreement) at least five (5) business days prior to Closing (or Purchaser obtains its own written information prior to the Closing, including, without limitation, in the Tenant Estoppel Certificates), or (iii) receives any written information in the Due Diligence Materials posted to the Box War Room at least five (5) business days prior to Closing which indicates that any of Seller's representations or warranties in this Agreement are not true as of the Closing and Purchaser elects nonetheless to proceed with the Closing, Purchaser shall be deemed to have waived any claim for breach of such representation or warranty (or any objection to or claim based on such documents or information that Mace McClatchy and/or Katie Pierson is actually aware of). In addition, Seller shall be relieved of any liability for the representations and warranties contained in Paragraph 3(E) with respect to any Tenant Lease to the extent Purchaser has received and approved an estoppel certificate covering the matters set forth in Paragraph 3(E) from the party who is the tenant under such Tenant Lease.

Except for the representations and warranties set forth in Subsections 3(A) and 3(B) above which shall survive the Closing indefinitely, all representations and warranties of Seller in this Agreement (as modified by the certificate delivered from Seller to Purchaser at Closing (described herein)) shall terminate 180 days after the Closing and Seller shall have no liability thereafter with respect to such representations and warranties except to the extent Purchaser has filed a lawsuit against Seller during such 180-day period for breach of any representation or warranty. Except with respect to any covenants, representations or warranties set forth herein (or set forth in any of the documents delivered at Closing hereunder) which are expressly to survive Closing hereunder, any and all covenants, representations and warranties contained in this Agreement shall merge in the deed and the other documents delivered at Closing and shall not survive Closing hereunder.

M. Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS EXECUTED BY SELLER, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROJECT, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROJECT, (C) THE SUITABILITY OF THE PROJECT FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROJECT OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECT, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROJECT, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROJECT, OR (H) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROJECT OF HAZARDOUS MATERIALS OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROJECT, AND PURCHASER SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN , WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF THE SAME . THE FOREGOING RELEASE SHALL NOT EXTEND TO, AND SHALL EXPRESSLY EXCLUDE, CLAIMS ARISING FROM (I) SELLER'S BREACH OF THE EXPRESS REPRESENTATIONS, WARRANTIES, COVENANTS AND OBLIGATIONS (INCLUDING INDEMNITY OBLIGATIONS) UNDER THIS AGREEMENT AND SELLER'S CLOSING DOCUMENTS WHICH EXPRESSLY SURVIVE THE CLOSING AND (II) CLAIMS BASED ON FRAUD OR INTENTIONAL MISREPRESENTATION. THE FOREGOING RELEASE SHALL ALSO IN NO EVENT BE DEEMED TO ESTABLISH ANY OBLIGATION OR IMPLIED OBLIGATION FOR PURCHASER TO INDEMNIFY SELLER WITH RESPECT TO THE AFOREMENTIONED RELEASED MATTERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UPON THE CLOSING, PURCHASER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIM BASED ON ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO MAKE ANY CLAIM AGAINST SELLER BASED ON THE VIOLATION OF ANY ENVIRONMENTAL LAWS. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROJECT OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH

REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROJECT, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROJECT AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND AGREES TO ACCEPT THE PROJECT AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROJECT OR TO ANY HAZARDOUS MATERIALS ON THE PROJECT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROJECT WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROJECT, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENT EXECUTED BY SELLER, PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROJECT AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROJECT IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser hereby represents and warrants to Seller as of the date hereof as follows:

A. Due Organization.

Purchaser and its permitted assignee(s) are limited liability companies organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser’s permitted assignee(s) shall be authorized to do business in the state where the Project is located. Subject to the provisions in Section 4B below, Purchaser has full power and authority, and is duly authorized, to execute, enter into, deliver and perform this Agreement and its obligations hereunder.

B. Power.

This Agreement and all other agreements, instruments and documents required to be executed or delivered by Purchaser pursuant hereto have been or (if and when executed) will be duly executed

and delivered by Purchaser, and are or will be legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms. Except as provided below, no consents and permissions are required to be obtained by Purchaser for the execution and performance of this Agreement and the other documents to be executed by Purchaser hereunder (other than the Lenders' Approvals). Notwithstanding anything to the contrary set forth above, Purchaser will require approval of its board of directors in order to consummate the acquisition of the Project; provided, however, if Purchaser does not notify Seller of its election to terminate this Agreement prior to expiration of the Due Diligence Period pursuant to the terms of Section 6(B)(i) hereof, Purchaser shall be deemed to have obtained such approval and no further consents or permissions shall be required to be obtained by Purchaser for the execution and performance of this Agreement and the other documents to be executed by Purchaser hereunder (other than the Lenders' Approvals). The consummation of the transactions contemplated herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or document to which Purchaser is a party or by which it is bound, or any order, rule or regulation of any court or of any federal or state regulatory body or any administrative agency or any other governmental body having jurisdiction over Purchaser.

C. No Proceedings.

Purchaser has not received any written notice that there is currently pending any proceedings, legal, equitable or otherwise, against Purchaser which would affect its ability to perform its obligations hereunder.

D. ERISA.

Purchaser is not and is not acting on behalf of an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended, or an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. § 2510.3-101 of any such employee benefit plan or plans.

E. OFAC

Purchaser is currently in compliance with, and shall at all times during the term of this Agreement (including any extension thereof) remain in compliance with, the regulations of the OFAC.

F. Limitations on Representations and Warranties.

As used herein, the term "Purchaser's actual knowledge" means the conscious knowledge of Mace McClatchy, and such person shall not have any personal liability or be obligated to perform any due diligence investigations in connection with making any representations or warranties herein. All representations and warranties of Purchaser in this Agreement shall survive the Closing indefinitely.

G. CIF Form.

Simultaneously with execution hereof, Purchaser has executed and delivered a completed counterparty identification form, in the form attached hereto as Exhibit E (the "CIF") that is true, correct, and complete.

SECTION 5. OPERATION OF THE PROJECT PRIOR TO CLOSING.

Seller agrees to do all of the following, from and after the date hereof and prior to the Closing:

A. Operate and maintain the Project in the same manner as it is currently being operated and shall, subject to damage, destruction or loss to the Project in which event Purchaser shall have the rights set forth in Section 7(C) below, cause the Project to be, on the Closing Date, in the same condition as exists as of the date of this Agreement (normal wear and tear excepted).

B. Maintain, or cause to be maintained, all existing insurance carried by Seller on the Improvements.

C. Without the prior written consent of Purchaser (except in the case of emergencies and except for tenant improvements required or permitted under the Tenant Leases), not make, or obligate itself to make, any material alterations or modifications to the Project.

D. After the date which is two (2) business days prior to the expiration of the Due Diligence Deadline, not enter into any new agreements affecting the Project which would survive the Closing, including any leases or contracts, and not make any modifications or amendments to any agreements affecting the Project which would survive the Closing, without the prior written consent of Purchaser (which consent Purchaser may withhold in its sole discretion); provided, however, that (i) Seller shall not be obligated to obtain Purchaser's consent for any agreements or modifications which can be terminated on not more than 30 days' notice without the payment of any premium or penalty and (ii) Purchaser's consent may not be unreasonably withheld, condition or delayed in connection with an amendment to the Ancora Lease solely for the purpose of acknowledging and effectuating transfer of the FF&E identified in the Ancora Lease from Seller to Ancora. Seller shall give Purchaser written notice of such agreements (if any) which Seller shall be entering into and Purchaser shall have five (5) business days after such notice from Seller to approve or disapprove such new lease or other document. In the event that Purchaser fails to respond within five (5) business days after a second notice from Seller requesting approval of a new lease or any other document, then Purchaser's approval shall be deemed granted.

E. On or prior to Closing, terminate all property management agreements. The parties hereby agree and acknowledge that Purchaser shall assume all of the Contracts.

F. Estoppel Letters . Seller shall request in writing from each Tenant (and any guarantor of a Tenant's obligations under a Tenant Lease, provided that an estoppel certificate not signed by said guarantor shall still satisfy the terms of this Section) at the Project an estoppel letter addressed to Purchaser substantially in the form attached hereto as Exhibit J , or if such Tenant is unwilling to execute such form, then the form attached to such Tenant's Lease (or if no form exists, then an estoppel letter based on the requirements of such Tenant's Lease) (an "Estoppel Certificate"); provided, however, notwithstanding the foregoing, Seller shall initially request from each Tenant an estoppel letter in the form attached hereto as Exhibit J. Seller shall use commercially reasonable efforts to obtain and deliver each of the Estoppel Certificates to Purchaser on or before 3 business days prior to Closing. Each Estoppel Certificate shall be dated no earlier than 45 days prior to Closing. Prior to submitting each

draft of the Estoppel Certificates to each Tenant, Seller will deliver the same to Purchaser for Purchaser's reasonable approval as to factual matters contained therein. Seller shall deliver to Purchaser within three (3) business days after receipt copies of any such executed Estoppel Certificates actually obtained by Seller. After executed Estoppel Certificates are received by Purchaser, Purchaser shall promptly provide Seller, within three (3) business days after receipt, written notice of Purchaser's disapproval of any Estoppel Certificate which (i) contains an adverse and non-de minimus disclosure inconsistent with the applicable Tenant Lease or (ii) reveals any default past applicable notice and grace period by Seller, as landlord, or Tenant under the applicable Tenant Lease. In the event Purchaser disapproves any Estoppel Certificate in accordance with the foregoing, Seller shall have the right to attempt to cure such adverse disclosure or default and submit an additional or amended Estoppel Certificate to Purchaser for Purchaser's approval or disapproval in accordance with the foregoing. Any Estoppels which do not reveal (i) or (ii) in the immediately preceding sentence, or which may reveal (i) or (ii) but with respect to which the Purchaser fails to give notice of objection with the three (3) business day period after receipt thereof, shall be deemed satisfying the requirements hereof and referred to herein as the "Approved Estoppel Certificates".

G. Approval of Loan Assumptions . Promptly (but in all events within three (3) business days) after the Effective Date, Seller shall, with appropriate cooperation and assistance from the Purchaser with respect to information related to Purchaser required by the Lenders, make a formal application to each of the Lenders, as applicable with regard to each, for approval of an assignment and assumption of its respective Documents between Seller and Purchaser and for Purchaser (or its affiliate) purchasing and taking title to the Project, which approvals and assignment and assumption documents shall be in forms reasonably acceptable to Purchaser (collectively the "Lenders' Approvals" and each, a "Lender's Approval"). Purchaser has advised Seller that Purchaser and its affiliates do not meet the definition of "Qualified Real Estate Investor" as set forth in the Pioneer Mortgage as of the Effective Date; provided, however, that Purchaser represents and warrants to Seller that, based on Purchaser's most recent financial estimates and analyses, Purchaser and its affiliates will meet such definition upon Closing. Seller shall notify Pioneer Lender (as defined in Section 6(A)(ix) hereof) of the foregoing in Seller's application to Pioneer Lender for its Lender's Approval and shall endeavor to obtain confirmation from Pioneer Lender as soon as possible that Purchaser and its affiliates satisfy (or Pioneer Lender waives) Pioneer Lender's "Qualified Real Estate Investor" requirement in connection with the proposed loan assumption (and for the avoidance of doubt, Pioneer Lender's election to disapprove Purchaser and its affiliates due to the failure to meet the "Qualified Real Estate Investor" definition prior to Closing will not be deemed to be a default by Purchaser hereunder). The Lenders' Approvals must include a release and discharge of Seller from obligations related to the applicable Documents first arising or accruing after the Closing Date, other than liabilities under any environmental indemnity or other provisions of the Documents not customarily released by such Lender, and assumption of all such obligations by Purchaser first arising or accruing after the Closing Date. Without limiting the reasons for which Purchaser may reasonably determine the Lenders' Approvals to be unsatisfactory, it is expressly agreed that each Lender's Approval must include the applicable Lender's agreement to: (i) issue a statement to Purchaser, which statement shall include (but may not be limited to) confirmation as to the outstanding principal balance and all accrued interest and other charges due under the Documents as of Closing, confirmation that there are no outstanding defaults under the Documents and such other information as is reasonably requested by Purchaser (including, without limitation, a statement of any amounts being held in escrow); (ii) amend the Documents to provide, or otherwise agree in writing, that a prior default or failure to perform by Seller under the Documents that is discovered by the applicable Lender after the Closing will not constitute a default under the Documents; provided, that if a Lender

does not so agree, in lieu of such Lender's agreement Purchaser will accept an indemnification from a creditworthy affiliate of Seller reasonably acceptable to Purchaser and in form and substance reasonably acceptable to Purchaser, against all costs, losses or damages resulting or arising from or attributable to a default under the Documents by Seller prior to the Closing Date which is deemed a default by the applicable Lender following the Closing Date; (iii) include modifications to the Documents to reflect modifications to the permitted transfer language, in substantially the form of Purchaser's customary permitted transfers language as set forth on Exhibit L attached hereto; and (iv) not require any other material modifications to the Documents that are not acceptable to Purchaser, in Purchaser's reasonable discretion; provided that it will be deemed reasonable for Purchaser to disapprove proposed material modifications that would change the economic terms of, or increase the obligations or liability of Purchaser or its affiliates under, the Documents. Purchaser acknowledges and agrees that it may be required by the Lenders to provide, and likewise shall provide if required by the applicable Lender, (1) financial information from Purchaser or creditworthy parties affiliated with Purchaser, (2) a standard non-recourse carve-out guaranty reasonably acceptable to Purchaser from a creditworthy affiliate of Purchaser, and if required by the applicable Lender, such creditworthy affiliate of Purchaser shall also execute and deliver an environmental indemnification agreement in substantially the same form as that which the applicable Seller previously delivered in favor of such Lender, and (3) covenants and agreements to abide by and perform the duties and obligations of the "Borrower" under the Documents from and after the Closing Date. Seller and Purchaser shall use commercially reasonable efforts to obtain such approvals and confirmations (including drafts of any assumption or loan modification agreements) from the applicable Lenders in writing as soon as practicable after the Effective Date of this Agreement, which efforts shall include the submission of all statements, documents and other information required by the applicable Lenders (subject to the proviso in Section 2(A) regarding information to be provided). From and after the Effective Date to the Closing Date, Seller agrees to observe and comply with all of its obligations under the Documents, and Seller may not enter into or permit any amendments, modifications, restatements or supplements of the Documents without Purchaser's prior written consent (to be given or withheld in Purchaser's reasonable discretion; provided that following the expiration of the Due Diligence Period, Purchaser may give or withhold its consent in its sole discretion). For the avoidance of doubt, as used in this Agreement, "Lender's Approval" and "Lenders' Approval" means Lenders' approvals of the assumptions of the loans evidenced by the Documents strictly in accordance with the terms of this Section 5(G) without any additional material conditions.

Seller covenants and agrees to cooperate with Lenders and Purchaser as may be required to ensure that the UCC financing statements and fixture filings initially filed by Lenders with respect to the Documents are terminated or assigned (to name Purchaser as "debtor") of record promptly following the Closing. This covenant will survive the Closing indefinitely.

H. At Seller's sole cost, Seller shall stripe the requisite number of additional parking spaces at the Northgate Property such that the parking available at the Northgate Property is in compliance with applicable zoning ordinances (the "Parking Space Work").

I. Seller shall use commercially reasonable efforts (but at no material cost to Seller) to obtain the assignment attached hereto as Exhibit M, signed by Artemis HIP Regency, LLC and City of Garland, Texas, a Texas Home-rule municipality.

SECTION 6. REVIEW OF PROJECT.

A. Due Diligence Materials . Within one (1) business day after the Effective Date, Seller shall deliver to Purchaser, or make available for review by Purchaser, copies of the following documents to the extent in the Seller's possession or reasonable control (collectively the "Due Diligence Materials"):

i. Annual operating statements in the form periodically maintained by Seller for the prior two calendar years and for the current year to date.

ii. The most recent rent roll statement in the form and with the information maintained by Seller from time to time.

iii. All Tenant Leases (with any amendments thereto) of any portions of the Project which are in effect on the Effective Date.

iv. Any survey of the Project prepared for Seller at the time of Seller's acquisition of the Project.

v. The most recent bill(s) for real estate taxes and assessments.

vi. All Contracts, including contracts or agreements for maintenance, janitorial services, trash removal, landscaping, snow removal, HVAC maintenance and other ongoing services provided to Seller in connection with the Project.

vii. Any title policy insuring Seller and all endorsements thereto.

viii. A list of any personal property owned by Seller and located at the Project, if any.

ix. Any notes, mortgages, assignments and other documents relating to any loan which is secured by the Project, including the documents and instruments evidencing (i) the mortgage loan in the original principal amount of $38,000,000 from Barings LLC (as assignee of Massachusetts Mutual Life Insurance Company, the "Pioneer Lender"), secured by Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated July 22, 2015 recorded against the Pioneer Property and other accompanying loan documents (collectively the "Pioneer Mortgage") and (ii) the mortgage loan in the original principal amount of $11,250,000 from The Prudential Insurance Company of America (together with Pioneer Lender, the "Lenders" and each, a "Lender"), secured by Deed to Trust, Security Agreement and Financing Statement dated December 1, 2017 recorded against the Northgate Property and other accompanying loan documents (collectively the "Northgate Mortgage" and together with the Pioneer Mortgage, the "Documents").

x. All those certain documents listed on Exhibit A of the Letter of Intent dated March 5, 2019, from Black Creek Industrial Acquisitions LLC to LaSalle Investment Management, Inc., except for the engineering/property condition reports and current budget and variance report listed thereon.

Purchaser acknowledges and agrees that Purchaser shall be responsible for verifying through Purchaser's own due diligence the accuracy and completeness of all documents and information, including the foregoing Due Diligence Materials, provided by Seller to Purchaser, and any reliance by Purchaser on such documents and information shall be at Purchaser's own risk and expense,

except as expressly set forth herein. In addition, Purchaser expressly acknowledges and agrees that Seller shall not be obligated to furnish, nor shall Purchaser be entitled to review or have access to, any confidential, proprietary or privileged documents or information connected with the Project, including but not limited to opinions, appraisals, audits, internal memoranda or internal work product, which are in the possession or control of Seller. Purchaser agrees that in connection with its purchase of the Project, Purchaser may review the Due Diligence Materials, as well as title to the Project, the physical condition of the Project, all zoning, land use, building, environmental and other statutes, rules or regulations applicable to the Project, and any other matters relevant to acquisition, ownership and operation of the Project (collectively the "Property Information"), all subject to Section 6(B) and 6(D) hereof. Seller shall promptly provide to Purchaser any updated Due Diligence Materials in the event Seller receives the same prior to Closing. LIKEWISE, SELLER HAS NOT UNDERTAKEN ANY INDEPENDENT INVESTIGATION OF, AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN, MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF, ANY MATERIALS OR INFORMATION, INCLUDING BUT NOT LIMITED TO THE DUE DILIGENCE MATERIALS AND ANY OTHER MATERIALS RELATING TO THE PROPERTY INFORMATION, DELIVERED OR MADE AVAILABLE BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREIN.

B. Due Diligence Period .

i. Purchaser shall have a period (the “Due Diligence Period”), commencing upon the Effective Date and extending through and expiring at 5:00 p.m. (Mountain Time) on May 17, 2019 (the "Due Diligence Deadline"), in which to review all aspects of the Project, and to determine in its sole and absolute discretion if the Project is satisfactory. If Purchaser shall conclude that the Project is not satisfactory, then Purchaser shall have the right to terminate this Agreement upon written notice to Seller delivered prior to the expiration of the Due Diligence Period, in which event the Earnest Money shall be promptly returned to Purchaser, Purchaser shall pay any cancellation fees or charges of the Escrow Agent and the parties shall have no further obligations or liability hereunder (except as may be expressly provided herein upon termination). In the event Purchaser does not so notify Seller of its election to terminate this Agreement prior to expiration of the Due Diligence Period, Purchaser shall be deemed to have automatically waived its right to terminate this Agreement pursuant to this Section 6(B)(i), and the parties shall proceed to closing in accordance with the terms set forth herein.

ii. If during the Due Diligence Period any representations and warranties made by Seller and contained in Section 3 hereof are, or have become, not true and correct in any material respect (for reasons other than breach or fault of, and beyond the control of, Seller), Seller shall promptly notify Purchaser in writing, and Seller shall not be in breach of this Agreement with respect thereto, and Purchaser’s sole and exclusive remedy (Purchaser hereby waiving all other remedies it may have, whether at law, in equity or otherwise) with respect thereto shall be (i) to waive same and consummate the transaction contemplated in this Agreement, or (ii) to terminate this Agreement by furnishing written notice thereof to the Seller on or prior to the last day of the Due Diligence Period, in which event this Agreement shall terminate, neither party shall have any further rights or obligations under this Agreement (except for those provisions which expressly survive termination of the Agreement), and the Earnest Money shall be returned to the Purchaser in the manner described in and in accordance with this Section 6(B).

C. Right of Entry . During the Due Diligence Period, Purchaser and its agents shall have the right to enter the Project during normal business hours for the purpose of examining the environmental, structural and other physical conditions of the Project. Such right of entry shall be governed by the following provisions:

i. In exercising such right of entry, the Purchaser agrees to use commercially reasonable efforts not to interfere with the operation of the Project or the rights of Tenants therein. Purchaser shall provide to Seller written notice (which may be provided electronically) of the intention of Purchaser and/or its agents to enter the Project at least twenty-four (24) hours prior to such intended entry and specify the intended purpose therefor and the inspections and examinations contemplated to be made. Furthermore, Purchaser shall not take any core samples, install any monitoring wells or undertake any other invasive tests or studies without the Seller's prior written consent (which may be withheld by Seller in its sole discretion). In all events, Purchaser shall repair and restore the Project to substantially the same condition existing at the time of such entry, if any physical damage is caused by the exercise of such rights; provided, however, that Purchaser shall have no obligation to repair any damage to the extent caused by Seller's negligence or misconduct, to remediate, contain, abate or control any hazardous materials not placed on the Project by Purchaser or its agents (except to the extent exacerbated by Purchaser or its agents), or to repair or restore any latent condition discovered by Purchaser or its agents (except to the extent exacerbated by Purchaser or its agents).

ii. Purchaser shall not contact or communicate with any Tenants at the Project without prior consent of Seller and without affording Seller an opportunity to review written communications in advance or accompany Purchaser on visits to Tenants (as the case may be). In addition, except for a customary and reasonable Phase I environmental audit, code compliance review of the Project and routine diligence and document requests, Purchaser shall not, without Seller's prior written consent thereto, contact any governmental authority or any official, employee, agent or representative thereof regarding any matter with respect to the Project, including, without limitation, any hazardous materials on or the environmental condition of the Project or regarding the Project's compliance or noncompliance with laws.

iii. Prior to entering onto the Project, Purchaser, as well as any consultants or other third parties performing tests and studies of the Project, shall deliver to Seller certificates evidencing (1) commercial general liability insurance coverage against injury (including death) and property damage with a limit of not less than $2,000,000 and naming Seller, and any additional parties as may be designated by Seller, as additional insured(s), (2) worker's compensation insurance coverage with limits of not less than that required by law, (3) employer's liability insurance coverage against accident and disease with a limit of not less than $1,000,000 for each employee, and (4) contractual liability insurance. In addition, prior to allowing any consultant or other third party performing audits or other inspections of the environmental aspects of the Project, Purchaser shall deliver to Seller certificates evidencing that Purchaser and such party are covered by environmental liability insurance with a limit of not less than $1,000,000.

iv. Purchaser hereby indemnifies and holds harmless Seller from and against any and all liability, losses and damages, suits, claims, actions or other proceedings (including reasonable attorneys' fees), and costs and expenses (including the costs of restoration, remediation and other similar activities) (collectively, "Losses") to the extent caused by the physical investigations and entry at the Project by Purchaser or any of its employees, agents, contractors or consultants, but expressly excluding Losses to the extent arising out of latent defects, the existence of hazardous materials not placed on the

Project by Purchaser or its consultants, the negligence or misconduct of Seller, or any diminution in value in the Project arising from, or related to, matters discovered by Purchaser pre-existing during its investigation of the Project (except to the extent such latent defects, hazardous materials or pre-existing matters are exacerbated by Purchaser or its agents). The foregoing indemnity shall survive any termination of or closing under this Agreement.

v. Purchaser agrees that if the transaction contemplated by this Agreement does not occur due to termination prior to the Closing or for any other reason other than a default by Seller, Purchaser shall deliver to Seller copies of the most recent version of any engineering, environmental and other studies, reports and inspections prepared by third parties in connection with the Project (the "Third Party Reports") within five (5) days after (i) written request from Seller and (ii) receipt of one-half (1/2) of Purchaser's out-of-pocket costs incurred in connection with the Third Party Reports; provided, (x) all of the Third Party Reports shall be furnished to Seller "AS IS" with no warranties or representations of any kind whatsoever from Purchaser, and (y) in no event shall Purchaser be required to provide to Seller any materials or documentation, the delivery of which would jeopardize their privileged status as attorney work product or attorney-client privileged communications.

vi. Purchaser shall promptly return to Seller or destroy all copies, including any electronic copies, Purchaser has made of any Due Diligence Materials containing any confidential information before or after the execution of this Agreement, not later than ten (10) business days following the date this Agreement is terminated for any reason, and provide Seller with a notice of the completion of such destruction, provided, however, Purchaser will be entitled to retain one copy of the Due Diligence Materials for compliance purposes or for purposes of defending or maintaining litigation or threatened litigation.

PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PHYSICAL (INCLUDING ENVIRONMENTAL AND STRUCTURAL) CONDITION OF THE PROJECT, EXCEPT AS MAY BE EXPRESSLY STATED HEREIN (IF AT ALL), AND PURCHASER SHALL RELY ENTIRELY ON PURCHASER'S OWN EXAMINATIONS AND INSPECTIONS OF THE PROJECT IN DETERMINING WHETHER TO PURCHASE THE PROJECT.

D. Legal Review Period .

i In the event Purchaser fails to deliver a notice of termination pursuant to Section 6(B), Purchaser shall be deemed to have automatically waived any objection to the state of title to the Project as set forth in any title insurance commitment received by Purchaser prior to the expiration of the Due Diligence Period ("Title Commitment") with respect to the Project or to any matter shown on any Survey Purchaser has obtained prior to the expiration of the Due Diligence Period ("Survey") with respect to the Project.

ii. In the event that, after expiration of the Due Diligence Period, any matters not shown on the initial Title Commitment or initial Survey arise with respect to the Project and are included on a modified version of the Title Commitment or Survey, the following provisions shall apply to such new matters shown on the modified versions of the Title Commitment or Survey, as the case may be:

On or before the date five (5) business days after Purchaser's receipt of the modified Survey or Purchaser's receipt of the modified Title Commitment, Purchaser shall notify Seller in writing of any matter which is indicated on the modified Survey or modified Title Commitment to which Purchaser reasonably objects. If Purchaser does so notify Seller of a matter reasonably objectionable to Purchaser within the prescribed time, Seller shall have five (5) business days in which to determine whether or not to cure the defect or other matter so objected to by Purchaser and to notify Purchaser of Seller's decision in this regard (and no response by Seller within such period shall be deemed an election not to cure); however, Seller shall not be required or obligated to expend any amount of money or take any other action to cure such defect or other matter. If Seller elects (or is deemed to have elected) not to cure the defect or other matter so objected to by Purchaser, Purchaser shall have the right, as its sole remedy on account thereof, to either (i) waive such defect or other matter and take title to the Project without any adjustment in the Purchase Price, or (ii) terminate this Agreement and receive a return of the Earnest Money (without prejudicing any of Purchaser’s rights in connection with a breach of a covenant or representation of Seller under this Agreement), provided that if Purchaser elects to terminate this Agreement, Purchaser must notify Seller of its election to terminate within five (5) business days after the Seller's notice (or by the Closing Date defined in Section 1(C) hereof, if earlier), failing which option (i) will be applicable. In the event that Purchaser fails to notify Seller in writing of a defect or other objectionable matter within the prescribed time as described above, or Purchaser fails to terminate the Agreement within the prescribed time upon Seller's election (or deemed election) not to cure, Purchaser shall be deemed to have automatically waived any objection to such matters.

iii. In the event Seller commits in writing to cure any matters at set forth in this Section 6(D), Seller’s obligation to cause such cures shall be an additional Seller covenant and also a condition precedent to Purchaser’s obligations to close; provided that if Seller fails to cause such cures, despite Seller using commercially reasonable efforts to accomplish the same, Purchaser’s only remedy shall be to terminate this Agreement and receive a return of its Earnest Money.

iv. In all events and notwithstanding anything to the contrary set forth herein, at Closing, (i) Seller will cause to be paid off (with proceeds up to the Seller's proceeds of sale) and released any mortgage or deed of trust encumbering title to the Project, except for the Documents, (ii) Seller will cause to be discharged and released any judgment liens against Seller and any mechanics liens as a result of any work done on the Project, and (iii) Seller will cause the discharge and removal of that certain Affidavit for Mechanic’s and Materialmen’s Lien filed by Christopher Hart against the Project, and such liens shall not be Permitted Exceptions (whether or not Purchaser expressly objects to such liens).

SECTION 7. CONDITIONS TO CLOSING.

A. Conditions to Purchaser's Closing . In addition to the conditions expressly provided in other provisions of this Agreement, the satisfaction of each of the following conditions by the time of Closing hereunder shall be a condition to the Purchaser’s obligation to close hereunder:

(i) The truth in all material respects of each representation and warranty of the respective Sellers set forth in Section 3 above.

(ii) Seller shall have performed all of its obligations and not be in breach or default hereunder past applicable notice and grace period.

(iii) Seller shall have obtained and delivered to Purchaser an Approved Estoppel Certificate dated within 45 days of Closing directly from (i) Cardone Industries, Inc. ("Cardone"), ADPI LLC, Briggs Equipment, PODS, Glidepath, Total Sweeteners and Arizona Partsmaster (collectively, the "Major Tenants") and (ii) a sufficient number of other tenants such that the Approved Estoppel Certificates (inclusive of Approved Estoppel Certificates from Major Tenants) shall cover 75% of the leased rentable square feet of the Project (the "Estoppel Condition").

Notwithstanding the foregoing or anything to the contrary contained herein, upon written notice to Purchaser given on or before the third business day immediately preceding the then-scheduled Closing Date, Seller shall have the one-time right, subject to approval of the Lenders, to adjourn the Closing in order to obtain an additional or amended Estoppel Certificate that does not otherwise satisfy the Estoppel Condition, by extending the Closing Date until the earlier of (i) the date that is thirty (30) days after the date the Closing Date would have occurred but for such extension and (ii) the date that is three (3) business days after satisfaction of the Estoppel Condition.

Purchaser specifically acknowledges and agrees that the inability of Seller to obtain Tenant Estoppel Certificates despite commercially reasonable efforts to obtain the same or the existence of adverse matters disclosed in Tenant Estoppel Certificates shall not give rise to any remedy of any kind against Seller (other than the termination right in accordance with and subject to the provisions of this Section 7).

(iv) The Title Company shall have committed to issue to Purchaser a Form T-1 Owner's Policy of Title Insurance, in the amount of the Purchase Price, insuring the title and interest of Purchaser in and to the Property and any easements or rights of way appurtenant thereto, with exception only for the Permitted Exceptions and standard exceptions that cannot be deleted or modified under Texas title insurance regulations (the "Title Policy"). Notwithstanding anything to the contrary set forth herein, in no event shall any standard pre-printed exceptions be deemed "Permitted Exceptions" for purposes of this Agreement (other than the standard survey exception and the rights of tenants, as tenants only, under the Tenant Leases).

(v) Issuance of the Lenders' Approvals.

(vi) There shall not have occurred between the date hereof and the Closing Date, inclusive, destruction of or damage or loss to the Project (whether or not covered by insurance proceeds) from any cause whatsoever the cost of which to repair exceeds 2.5% of the Purchase Price or entitles any Tenant to terminate its Tenant Lease or results in an uninsured portion of the casualty equal to or greater than $750,000. Seller shall promptly notify Purchaser of such damage, and Purchaser shall have five (5) business days after receipt of such notice in which to elect to terminate this Agreement and receive a refund of the Earnest Money. If Purchaser does not elect to terminate this Agreement within such period or if the cost of repairing the damage to the Project is less than 2.5% of the Purchase Price, the parties shall proceed with the Closing in which case Seller shall assign to Purchaser any claims for proceeds from the insurance policies covering such destruction or damage (and give Purchaser a credit for the amount of any deductible thereof or any uninsured portion of the casualty up to an amount equal to $750,000), and Seller shall have no obligation to repair such damage. In the event the Agreement is

not terminated, Seller shall not compromise, settle or adjust any claims without the prior written consent of Purchaser.

(vii) There shall not have occurred at any time or times on or before the Closing Date any taking or threatened taking of the Project or any material part thereof by condemnation (or any condemnation that allows any tenant to terminate its Tenant Lease), eminent domain or similar proceedings. Notwithstanding the foregoing, Purchaser may elect to waive such condition in which case Seller shall assign to Purchaser at Closing all of Seller's right, title and interest in and to any proceeds resulting from any such proceeding. In the event the Agreement is not terminated, Seller shall not compromise, settle or adjust any claims without the prior written consent of Purchaser, not to be unreasonably withheld, conditioned or delayed.

(viii) No Major Tenant shall have terminated or given written notice exercising its right to terminate its Tenant Lease. No Major Tenant shall have filed for voluntary bankruptcy or be subject to an involuntary bankruptcy proceeding.

(ix) There shall not have occurred any default or event of default by Seller of any obligation under any of the Documents which has not been cured, and none of the Documents shall have been amended, modified, restated or supplemented (unless Purchaser has given its prior written consent as described in Section 5(G)).

(x) To Seller’s actual knowledge, Cardone shall not be in default of its lease as of Closing.

(xi) Seller shall have completed the Parking Space Work, such that the parking available at the Northgate Property is in compliance with applicable zoning ordinances.

To the extent that any one or more of the foregoing conditions is not satisfied in full by the time of Closing, unless waived in writing by Purchaser, Purchaser may, as its sole remedy on account thereof, terminate this Agreement and receive a return of its Earnest Money, in which event the parties shall have no further liability hereunder (except as may be expressly provided herein to the contrary). In addition to (and notwithstanding) the foregoing, if the failure of a condition is due to a breach by Seller hereunder, Purchaser may pursue any of its remedies under Section 13.

B. Conditions to Seller's Closing . In addition to the conditions expressly provided in other provisions of this Agreement, the satisfaction of each of the following conditions by the time of Closing hereunder shall be a condition to the Seller’s obligation to close hereunder:

(i) Purchaser shall have performed all of its obligations and not be in breach or default hereunder past applicable notice and grace period.

(ii) The truth in all material respects of each representation and warranty of the Purchaser set forth in Section 4 above.

(iii) Issuance of the Lenders’ Approvals.

To the extent that any one or more of the foregoing conditions is not satisfied in full by the time of Closing, unless waived in writing by Seller, Seller may, as its sole remedy on account thereof,

terminate this Agreement, in which event Purchaser shall receive a return of its Earnest Money and the parties shall have no further liability hereunder (except as may be expressly provided herein to the contrary). In addition to (and notwithstanding) the foregoing, if the failure of a condition is due to a breach by Purchaser hereunder, Seller may pursue any of its remedies under Section 13.

SECTION 8. CLOSING.

A. Time.

The Closing hereunder shall occur on the Closing Date at the offices of the Title Company.

B. Actions.

At the Closing, Seller shall convey the Project to Purchaser; and Purchaser shall pay to Seller the Purchase Price, plus or minus prorations as set forth herein. The Closing shall occur through an escrow, the cost of which shall be shared equally between Purchaser and Seller. Seller shall convey, and Purchaser shall receive, full possession of the Project at Closing, subject only to (i) the Tenant Leases, (ii) Permitted Exceptions, (iii) real estate and personal property taxes not yet due and payable, and (iv) all federal, state and local laws, ordinances and regulations.

C. Deliveries.

(1) At the Closing, Purchaser shall receive each of the following for each of the Pioneer Property, Northgate Property and Pioneer Parking Property, in form and substance reasonably satisfactory to Purchaser (it being agreed by Purchaser that the documents attached hereto as exhibits are satisfactory in form to Purchaser), all of which shall have been deposited by Seller in escrow with the Title Company at least one (1) business day prior to the Closing Date:

(a) a special warranty deed in the form attached hereto as Exhibit F-1 (for the Pioneer Property), Exhibit F-2 (for the Northgate Property) and Exhibit F-3 (for the Pioneer Parking Property), each executed by Seller (collectively, the " Deed ");

(b) a bill of sale and assignment for the Personal Property in the form of Exhibit G , executed by Seller (which bill of sale shall not include the FF&E identified in the Ancora Lease);

(c) an assignment of the Contracts, in the form of Exhibit H attached hereto (the " Assignment of Contracts "), executed by Seller, assigning to Purchaser all of the Contracts;

(d) an assignment of the Tenant Leases, in the form of Exhibit I hereto (the " Assignment of Tenant Leases "), executed by Seller;

(e) notices to each of the tenants under the Tenant Leases, notifying them of the sale of the Project and directing them to pay all future rent as Purchaser may direct;

(f) a closing statement setting forth all prorations and credits required hereunder;

(g) an affidavit from Seller that it is not a "foreign person" or subject to withholding requirements under the Foreign Investment in Real Property Tax Act of 1980, as amended;

(h) the original of all Tenant Leases, Contracts, licenses and permits, plans and specifications, operating manuals and guaranties and warranties with respect to the Project to the extent they are in the possession of Seller or its agents, provided, however, Seller shall have access to such items after Closing to the extent reasonably necessary for Seller to resolve any legal matters with respect to the Project relating to the period prior to the Closing;

(i) all keys and combinations to locks located at the Project;

(j) a termination of the existing management agreement for the Project;

(k) such evidence as Purchaser or the Title Company may reasonably require as to the due authorization, execution and delivery by Seller of this Agreement and the documents required to be executed by Seller hereunder;

(l) a certificate executed by Seller reaffirming that Seller's representations and warranties set forth in Section 3 hereof are true and correct in all material respects as of the Closing except as may be set forth in such certificate, provided such certificate shall be subject to the qualifications and limitations on Seller's liabilities set forth in this Agreement;

(m) a bill of sale and assignment from Seller to Ancora of the FF&E identified in the Ancora Lease, consistent with the terms of such lease and acknowledged by Ancora;

(n) any transfer tax declarations required to be signed by Seller under applicable law in connection with the Deed; and

(o) any documents required to be signed by Seller in connection with the Lenders' Approvals.

(p) an owner's affidavit, completed and executed by Seller, sufficient for the Title Company to remove the standard pre-printed exceptions from the Title Policy (other than the standard survey exception and the rights of tenants, as tenants only, under the Tenant Leases).

(2) At the Closing, Seller shall have received each of the following for each of the Pioneer Property, Northgate Property and Pioneer Parking Property, in form and substance reasonably satisfactory to Seller (it being agreed by Seller that the documents attached hereto as exhibits are satisfactory in form to Seller), all of which shall have been deposited by Purchaser

in escrow with the Title Company at least one (1) business day prior to the Closing Date (or such later time as is designated below):

(a) payment of the Purchase Price, plus or minus prorations;

(b) copies of the Assignment of Contracts and the Assignment of Tenant Leases, executed by Purchaser;

(c) such evidence as Seller or the Title Company may reasonably require as to the due authorization, execution and delivery by Purchaser of this Agreement and the documents required to be executed by Purchaser hereunder;

(d) a certificate executed by Purchaser reaffirming that Purchaser's representations and warranties set forth in Section 4 hereof are true and correct in all material respects as of the Closing except as may be set forth in such certificate, provided such certificate shall be subject to the qualifications and limitations on Purchaser's liabilities set forth in this Agreement;

(e) any transfer tax declarations required to be signed by Purchaser under applicable law in connection with the Deed; and

(f) any documents required to be signed by Purchaser in connection with the Lenders' Approvals.

D. Prorations.

The Purchase Price for the Project shall be subject to prorations and credits as follows to be determined as of 12:01 A.M. on the Closing Date, the Closing Date being a day of income and expense to Purchaser, with all prorations being based on the actual number of days in the year; provided, however, if Seller's bank does not receive the Purchase Price by 1:00 p.m. its time on the Closing Date, the prorations shall be determined as of 12:01 a.m. on the first business day following the Closing Date:

1. Purchaser shall receive a credit at Closing for all rents, including estimated payments for operating expenses and real estate taxes, collected by Seller prior to the Closing and allocable to the period after Closing but not for any rent which has not been collected by Seller. No credit shall be given the Seller for accrued and unpaid rent or any other non-current sums due from tenants until said sums are paid, and Seller shall retain the right to collect any such rent provided Seller does not sue to evict any tenants or terminate any Tenant Leases. Purchaser shall use reasonable efforts after Closing to collect any rent under the Tenant Leases which has accrued as of the Closing; provided, however, Purchaser shall not be obligated to sue any tenants or exercise any legal remedies under the Tenant Leases or otherwise pursue such amounts other than the ordinary course of business. Any portion of any rents collected subsequent to the Closing Date and properly allocable to periods prior to the Closing Date shall be paid, promptly after receipt, to the Seller, but subject to all of the provisions of this Section; and any portion thereof properly allocable to periods on or subsequent to the Closing Date shall be paid to Purchaser. All payments collected from tenants after Closing by either Seller or Purchaser shall be applied to the rent designated by the tenant making such payment. If such tenant does not

designate the rent to which such payment shall be applied, such payments shall first be applied to the month in which the Closing occurs, then to any rent due to Purchaser for the period after Closing and finally to any rent due to Seller for the period prior to Closing; provided, however, notwithstanding the foregoing, if Seller collects any payments from tenants after Closing through its own collection efforts, Seller may first apply such payments to rent due Seller for the period prior to the Closing. Any cash security deposits held by Seller at Closing shall be credited to Purchaser on the Closing Date, and any non-cash security deposits held by Seller at Closing, including letters of credit, shall be transferred to Purchaser at Closing. In furtherance of the foregoing, upon the Closing Date, Seller shall have obtained, prepared and executed a bank transfer application to transfer any letters of credit issued pursuant to a Tenant Lease to Purchaser, which application shall be delivered by Seller to the bank within one (1) business day following the Closing Date. Thereafter, the parties shall work together in good faith to cause the bank to issue the transferred letter of credit to Purchaser as soon as feasible. Such obligations shall survive the Closing Date. During the term of this Agreement, Seller shall not apply any security deposits without the prior written consent of Purchaser.

2. The adjustment rent or escalation payments payable under the Tenant Leases for taxes and operating expenses shall be reprorated after their final determination based on Seller's and Purchaser's respective share of such taxes and operating expenses. Prior to Closing, and as a condition to Purchaser’s obligation to proceed to Closing, Seller shall make a final calculation of the real estate taxes and operating expenses for the Project for 2018, pay any amounts due to any Tenant (or, alternatively, provide a credit to Purchaser at Closing for such amounts), and provide reasonable evidence thereof to Purchaser. Within sixty (60) days following the Closing, Seller shall deliver Purchaser all back-up invoices for costs incurred by Seller as operating expenses in calendar year 2019, so as to allow Purchaser to perform a year end reconciliation as required under the Tenant Leases. As soon as reasonably possible after the end of the year in which the Closing occurs, Purchaser shall make a final calculation of the real estate taxes and operating expenses for the Project for such year as well as the adjustment rent or escalation payments payable under the Tenant Leases in connection therewith. Purchaser shall also calculate Purchaser’s and Seller’s share thereof as set forth in the preceding sentence which calculation shall be submitted to Seller for its reasonable approval but only as to the portion affecting Seller. Seller shall provide its approval or disapproval of such calculation within ten (10) days after receiving the calculation; and, if Seller does not notify Purchaser of its approval or disapproval within such ten (10) day period, Seller shall be deemed to have approved such calculation. If Seller has collected more in estimated payments from the tenants for operating expenses and taxes than it is entitled to retain after the final reconciliations are completed, Seller shall pay such excess to Purchaser for refund to the tenants; and, if Seller has collected less in estimated payments than it is entitled to receive after the final reconciliations are completed, Purchaser shall bill the tenants for such amount and shall remit such amounts to Seller upon receipt. Such obligations shall survive the Closing Date.

3. Except to the extent they are directly paid by the tenants, real estate and personal property taxes due and payable with respect to the Project in the year in which the Closing occurs (regardless of when such taxes are assessed or accrue), shall be prorated based on the portion of the applicable tax year which has elapsed prior to the Closing Date. If the amount of any such taxes has not been determined as of Closing, such credit shall be based on the most recent ascertainable taxes and shall be reprorated upon issuance of the final tax bill. If the taxes can be paid on a discounted basis, the proration shall be done on the basis of the discounted amount payable at the earlier of the Closing Date or the date on which such taxes were paid. Seller shall also give Purchaser a credit for any special assessments against the Project which are due and payable prior to Closing, and Purchaser shall be

responsible for all special assessments due and payable on or after the Closing. Such obligations shall survive the Closing Date.

4. If, after the Closing, Purchaser or Seller receives (in the form of a refund, credit, or otherwise) any amounts as a result of a real property tax contest, appeal, or protest (a " Protest "), such amounts will be applied as follows: first, to reimburse Purchaser or Seller, as applicable, for all costs incurred in connection with the Protest; second, to Purchaser for payment of refunds payable to past, present, or future tenants of the Project, in accordance with the terms of any Tenant Leases; and third, to Seller to the extent that such Protest covers the period prior to the Closing Date and to Purchaser to the extent that such Protest covers the period from and after the Closing Date. Seller will not initiate any new Protest without the prior reasonable approval of Purchaser, and Seller will not unreasonably refuse to initiate a Protest prior to the Closing Date if Purchaser so requests in writing. Such obligations shall survive the Closing Date.

5. Utilities and fuel payable by the owner of the Project, including, without limitation, steam, water, electricity, gas and oil, which are not directly paid by tenants, shall be prorated as of the Closing. Seller shall use reasonable efforts to cause the meters, if any, for utilities to be read the day on which the Closing Date occurs and to pay the bills rendered on the basis of such readings. If any such meter reading for any utility is not available, then adjustment therefor shall be made on the basis of the most recently issued bills therefor which are based on meter readings no earlier than thirty (30) days prior to the Closing Date; and such adjustment shall be reprorated when the next utility bills are received. Purchaser shall give Seller a credit at Closing for all deposits with utility companies serving the Project in which case Seller shall assign its rights to such deposits to Purchaser at the Closing; or, at Seller's option, Seller shall be entitled to receive a refund of such deposits from the utility companies, and Purchaser shall post its own deposits.

6. Charges payable by the owner of the Project under the Contracts pursuant to this Agreement shall be prorated on an accrual basis.

At least three (3) days prior to Closing, Seller shall deliver to Purchaser a draft closing statement setting forth the prorations required hereunder. Within sixty (60) days after the Closing Date, Purchaser and Seller shall agree on a revised closing statement to the extent additional information is received after Closing with respect to the prorations described above; and within one hundred twenty (120) days after the end of the year in which the Closing has occurred, Purchaser and Seller shall agree on final prorations provided, however, Seller shall in any event be entitled to recover its share of any tax refunds or percentage rents as set forth herein paid after such final prorations. The party owing money to the other party based on any revisions to the prorations shall make such payment within ten (10) business days after agreement on such revisions, except as may be otherwise provided herein with respect to Operating Expenses.

E. Closing Costs.

Purchaser shall pay (1) the cost of any endorsements to the Title Policy, (2) the cost of the Survey requested by Purchaser, (3) one-half of any escrow or closing charge by the Title Company, (4) any recording fees payable in connection with the recording of the deed hereunder, and (5) its own due diligence and legal expenses. Seller shall pay (1) any transfer taxes payable in connection with the recording of the deed hereunder, (2) the premium for the ALTA coverage in the Title Policy, (3) one-

half of any escrow or closing charge by the Title Company, (4) its own legal expenses and (5) the costs contemplated under the Pioneer Mortgage and Northgate Mortgage to effectuate the assignment of the same to Purchaser (including, without limitation, assumption application fees, appraisal fees, loan transfer fees, costs and fees of the Lenders' counsels and other consultants, and loan policy endorsement expenses).

F. Leasing Expenses.

After Closing, Purchaser shall be responsible for, and shall indemnify and hold Seller harmless against, any brokerage commissions, tenant improvement expenses and other leasing costs (including free rent periods and rent abatements) in connection with any new leases or new amendments executed after April 1, 2019 or in connection with options exercised after April 1, 2019. In addition, Purchaser shall give Seller a credit at Closing for any such expenses or costs which are paid by Seller prior to Closing in connection with any new leases or amendments thereto executed, or options under Tenant Leases exercised, after April 1, 2019.

On or before Closing, Seller will either pay or give Purchaser a credit for (i) any unpaid commissions for any Tenant Leases or new lease amendments (including without limitation all unpaid commissions in connection with the Ancora Lease) executed prior to April 1, 2019, (ii) any unpaid tenant improvement expenses and other leasing costs (including free rent periods and rent abatements) for any Tenant Leases or new lease amendments (including without limitation, all unpaid tenant improvement expenses and free rent periods in connection with the Ancora Lease and the lease with Elliott Electric (i.e., $27,163.14 in rental abatement)) executed prior to April 1, 2019 (and Purchaser shall be responsible for paying such portions after Closing).

SECTION 9. WAIVER; SEVERABILITY.

Each party hereto may, at any time or times, at its election, waive any of the conditions to its obligations hereunder by a written waiver expressly detailing the extent of such waiver (and no other waiver or alleged waiver by such party shall be effective for any purpose). No such waiver shall reduce the rights or remedies of such party by reason of any breach by the other party or parties of any of its or their obligations hereunder. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 10. BROKERS.

Each party represents and warrants to the other that it has not engaged or dealt with any brokers or finders in connection with the transactions set forth herein except for the Broker, and each party shall indemnify and hold the other party harmless from any claim, liability, loss or damage resulting from the indemnifying party's breach of the foregoing representation and warranty or from any party claiming a brokerage commission is due through such party's acts. Seller shall be obligated to pay any commissions or fees due the Broker.

SECTION 11. SURVIVAL; FURTHER INSTRUMENTS.

Except as expressly set forth herein, none of the terms and provisions herein shall survive the Closing, and neither party shall be entitled to bring any cause of action against the other party with respect thereto after Closing. Each party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement and as are consistent with this Agreement.

SECTION 12. NO THIRD PARTY BENEFITS.

This Agreement is made for the sole benefit of Purchaser and Seller and their respective successors and assigns (subject to the limitation on assignment set forth below), and no other person or persons shall have any right or remedy or other legal interest of any kind under or by reason of this Agreement. Whether or not either party hereto elects to employ any or all of the rights, powers or remedies available to it hereunder, such party shall have no obligation or liability of any kind to any third party by reason of this Agreement or by reason of any of such party's actions or omissions pursuant hereto or otherwise in connection with this Agreement or the transactions contemplated hereby.

SECTION 13. REMEDIES.

A. Notice and Opportunity to Cure . Notwithstanding anything to the contrary herein, in the event that either Seller or Purchaser is in breach or default of this Agreement during the period up to (and including) Closing hereunder, the other party shall, prior to exercising any remedies provided herein on account of such breach or default, deliver written notice to the breaching or defaulting party, and such breaching or defaulting party shall have a period of five (5) days in which to cure such breach or default (provided that the closing hereunder shall not be subject to any extension to accommodate such 5-day grace period), failing which the party not in breach or default shall have and may exercise all rights and remedies provided herein.

B. Purchaser Defaults . If Purchaser defaults in its obligation to close escrow as provided in this Agreement, Seller's sole remedy shall be to recover the Earnest Money as liquidated damages; provided, however, the Earnest Money shall not be deemed liquidated damages or a limit to Purchaser’s indemnification obligations under Section 6 hereof. The parties agree that Seller's damages in the event of a failure by Purchaser to close escrow will be difficult to determine and that the Earnest Money is a fair estimate of those damages. THE AMOUNT PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES PURSUANT TO THE FOREGOING PROVISIONS SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IF PURCHASER FAILS TO CLOSE THE PURCHASE OF THE PROJECT. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A FAILURE BY PURCHASER TO CLOSE ESCROW WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN AND THAT THE AMOUNT OF THE EARNEST MONEY PLUS ANY INTEREST ACCRUED THEREON REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 13, SELLER AND PURCHASER AGREE

THAT THIS LIQUIDATED DAMAGES PROVISION IS NOT INTENDED AND SHOULD NOT BE DEEMED OR CONSTRUED TO LIMIT IN ANY WAY PURCHASER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 HEREOF .

C.Seller Defaults.

If Seller shall default hereunder prior to Closing, Purchaser shall be entitled as its sole remedies to either (i) terminate this Agreement and obtain a refund of all of the Earnest Money and reimbursement of its actual out-of-pocket costs incurred in connection with this Agreement in an amount not to exceed $200,000; or (ii) to sue for specific performance of this Agreement; and Purchaser waives any other rights or remedies at law or equity. Seller shall have no liability after Closing for the breach of any representations, warranties or covenants set forth in this Agreement and any closing documents delivered pursuant hereto except to the extent the loss suffered by Purchaser as a result of such breach exceeds $50,000 in the aggregate, and in no event shall Seller's liability after Closing for a breach of Seller's representations, warranties and covenants under this Agreement and any closing documents delivered pursuant hereto as a result of such breach exceed 2% of the Purchase Price in the aggregate. The foregoing cap, however, shall in no event be applicable to Seller's obligations with respect to prorations or the payment of commissions applicable to this Agreement. For six (6) months following the Closing Date, Seller shall maintain access to funds so as to have the ability to satisfy any post-closing obligations that it may have hereunder.

SECTION 14. NOTICES.

All notices and other communications which either party is required or desires to send to the other shall be in writing and shall be sent by (i) e-mail or facsimile provided a copy thereof is also sent by one of the following means, (ii) hand delivery, (iii) registered or certified mail, postage prepaid, return receipt requested, or (iv) nationally-recognized overnight courier service. Notices and other communications shall be deemed to have been given on actual receipt. Notices shall be addressed as follows:

(a) To Seller:

c/o LaSalle Investment Management, Inc.
333 West Wacker Drive, 23 rd Floor
Chicago, Illinois 60606
Attention: Mike Lewandowski
Telephone Number (312) 897-4009
E-Mail: mike.lewandowski@lasalle.com

with a copy to:

Venable LLP
600 Massachusetts Avenue, NW
Washington, D.C. 20001
Attn: Thomas E.D. Millspaugh, Esq.
Email: tmillspaugh@venable.com

(b)To Purchaser:

c/o Black Creek Group
518 17th Street, 17th Floor
Denver, Colorado 80202
Attention: Thomas McGonagle
Email: tom.mcgonagle@blackcreekgroup.com

With a copy to:
Joshua J. Widoff
Managing Director, Chief Legal Officer
Black Creek Group
518 17th Street, 17th Floor
Denver, Colorado 80202
Email: josh.widoff@blackcreekgroup.com

With a copy to:
Bryan Cave Leighton Paisner LLP
Attn: Heather Boelens, Esq.
1700 Lincoln St, Suite 4100
Denver, CO 80203
Email: heather.boelens@bclplaw.com

or to such other person and/or address as shall be specified by either party in a notice given to the other pursuant to the provisions of this Section.

SECTION 15. ATTORNEYS' FEES.

In the event either party institutes legal proceedings to enforce its rights hereunder, in addition to the relief granted the substantially prevailing party in such litigation, arbitration or mediation shall be paid all reasonable expenses of the litigation by the losing party, including its reasonable attorneys' fees and expert witness fees.

SECTION 16. CONFIDENTIALITY.

Seller and Purchaser agree to keep this Agreement (including the Purchase Price and the names of the parties hereto) confidential and not disclose or make any public announcements with respect to the subject matter hereof without the consent of the other party. Notwithstanding the foregoing or anything to the contrary herein, either party may disclose this Agreement's terms and conditions and the existence of this Agreement (a) to its affiliates and its legal counsel and other agents and representatives, including prospective partners and lenders, and (b) as required by law, including without limitation, any disclosure required by the United States Securities and Exchange Commission. Neither Seller nor Purchaser shall issue any press release with respect to Purchaser's acquisition of the Project or the terms of this Agreement without the prior written consent of the other party, which consent may be withheld in such party's sole discretion.

SECTION 17. LIMITATION ON LIABILITY.

Any obligation or liability of either of the parties hereunder shall be enforceable only against, and payable only out of, the property of such party, and in no event shall any officer, director, shareholder, partner, beneficiary, agent, advisor or employee of either party be held to any personal liability whatsoever or be liable for any of the obligations of the parties hereunder.

SECTION 18. WAIVER OF CERTAIN DAMAGES.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND RELEASE ANY RIGHT, POWER OR PRIVILEGE EITHER MAY HAVE TO CLAIM OR RECEIVE FROM THE OTHER PARTY ANY PUNITIVE, EXEMPLARY, STATUTORY OR TREBLE DAMAGES OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT, ACKNOWLEDGING AND AGREEING THAT THE REMEDIES HEREIN PROVIDED, WILL IN ALL CIRCUMSTANCES BE ADEQUATE. THE FOREGOING WAIVER AND RELEASE SHALL APPLY IN ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES.

SECTION 19. WAIVER OF JURY TRIAL.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER DOCUMENT OR INSTRUMENT BETWEEN THE PARTIES RELATING TO THIS AGREEMENT, THE PROJECT OR ANY DEALINGS BETWEEN THE PARTIES HERETO RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THAT RELATIONSHIP, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, ANTITRUST CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON-LAW OR STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT AND ALL OTHER AGREEMENTS AND INSTRUMENTS PROVIDED FOR HEREIN, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT ENTERED INTO BETWEEN THE PARTIES IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

SECTION 20. LIKE-KIND EXCHANGE

Each party agrees to reasonably cooperate with the other party in effecting an exchange transaction by the other party which includes the Project pursuant to Section 1031 of the United States Internal Revenue Code, provided that any exchange initiated by either party shall be at such party's sole cost and expense and shall not delay the Closing; and neither party shall be obligated to accept title to any other property as a result of such exchange. Each party hereby agrees to take all reasonable steps on or before the Closing Date to facilitate such exchange if requested by the other party, provided that (a) no party making such accommodation shall be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities, covenants and obligations of the parties to each other under the Agreement, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (d) no dates in the Agreement will be extended as a result thereof unless by mutual written agreement of the parties. Notwithstanding anything to the contrary contained in the foregoing, if Seller so elects to close the transfer of the Project as an exchange, then (i) Seller, at its sole option, may delegate its obligations to transfer some or all of the assets under the Agreement, and may assign its rights to receive all or a portion of the Purchase Price from Purchaser, to a deferred exchange qualified intermediary (a " QI") or to an exchange accommodation titleholder (" EAT"), as the case may be; (ii) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Seller pursuant to the Agreement; (iii) Seller shall remain fully liable for its obligations under the Agreement as if such delegation and assignment shall not have taken place; (iv) QI or EAT, as the case may be, shall have no liability to Purchaser; and (v) the closing of the transfer of the Project to Purchaser shall be undertaken by direct deed, assignment and other appropriate conveyance from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds, assignments and other appropriate instruments of conveyance) to Purchaser or to EAT, as the case may be. Notwithstanding anything to the contrary contained in the foregoing, if Purchaser so elects to close the acquisition of the Project as an exchange, then (i) Purchaser, at its sole option, may delegate its obligations to acquire the Project under the Agreement, and may assign its rights to receive the Project from Seller, to a QI or to an EAT, as the case may be; (ii) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Purchaser pursuant to the Agreement; (iii) Purchaser shall remain fully liable for its obligations under the Agreement as if such delegation and assignment shall not have taken place; (iv) QI or EAT, as the case may be, shall have no liability to Seller; and (v) the closing of the acquisition of the Project by Purchaser or the EAT, as the case may be, shall be undertaken by direct deed from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds, assignments and other appropriate instruments of conveyance) to Purchaser (or to EAT, as the case may be).

SECTION 21. MISCELLANEOUS.

A. Miscellaneous; Assignment . THIS AGREEMENT (INCLUDING ALL EXHIBITS HERETO WHICH ARE HEREBY INCORPORATED BY REFERENCE) CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES RESPECTING THE MATTERS HEREIN SET FORTH AND SUPERSEDES ALL PRIOR AGREEMENTS BETWEEN THE PARTIES HERETO RESPECTING SUCH MATTERS. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES HERETO. This Agreement shall be construed and enforced in accordance with the laws of the state where the Project is located. Purchaser may not assign its rights under this Agreement without the prior written consent

of Seller except Purchaser may assign all or any portion of this Agreement or its rights hereunder, or delegate all or any portion of its duties or obligations to one or more affiliates of Purchaser without Seller's written consent (but with prior written notice to Seller); any assignee shall be deemed to have assumed all of the assignor's obligations relating only to the portion of the Project that such assignee acquires (for the avoidance of doubt, Purchaser intends to assign its rights and obligations with respect to the Northgate Property, the Pioneer Property and the Pioneer Parking Property to two or more separate affiliates, and in such event, the assignee with respect to the Northgate Property shall only be obligated to assume assignor's obligations under this Agreement relating to the Northgate Property (and such entity will assume only the Northgate Mortgage) and the assignee with respect to the Pioneer Property shall only be obligated to assume assignor's obligations under this Agreement relating to the Pioneer Property (and such entity will assume only the Pioneer Mortgage) and the assignee with respect to the Pioneer Parking Property shall only be obligated to assume assignor's obligations under this Agreement relating to the Pioneer Parking Property), and the assignor and such assignee shall remain joint and severally liable hereunder with respect to such portion of the Project. If either Lender requires, Seller and Purchaser agree to amend this Agreement so that the purchase and sale of the Northgate Property, the purchase and sale of the Pioneer Property and the purchase and sale of the Pioneer Parking Property will be governed by separate agreements, the terms of which are otherwise identical to this Agreement. Except in connection with a 1031 exchange, Seller shall not assign this Agreement or any rights hereunder, or delegate any of its obligations, without the prior written approval of Purchaser. For purposes of this Section 21, an affiliate of Purchaser shall include (a) any entity that is owned, controlled by or is under common control with Purchaser (a " Purchaser Control Entity "), (b) any entity in which one or more Purchaser Controlled Entities directly or indirectly is the general partner (or similar managing partner, member or manager) or owns more than 50% of the economic interests of such entity, or (c) any entity (or subsidiary thereof) that is advised by an affiliate of BCI-IV Advisors LLC. Purchaser shall notify Seller at least five (5) days prior to the Closing of any assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Time is of the essence of this Agreement and each provision hereof. The provisions of this Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by the party against whom any amendment, change or modification is sought. Purchaser shall not record this Agreement, any memorandum of this Agreement, any assignment of this Agreement or any other document which would cause a cloud on the title to the Project. This Agreement may be executed in counterparts and by facsimile or other electronic signature, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. The phrase "business days" as used herein shall mean the days of Monday through Friday, excepting only federal holidays. The phrase "calendar days" as used herein shall mean all days of the week, including all holidays. The term "days" without reference to calendar or business days shall mean calendar days. If any date upon which an obligation is to be performed hereunder, or a period described herein expires, falls on a Saturday, Sunday, or other legal holiday recognized by national banks in the District of Columbia, then the date for such performance or the expiration of such period, as applicable, shall be extended to the next following day which is not a Saturday, Sunday or such legal holiday.

B. 1099-S; Real Estate Reporting Person . In order to comply with information reporting requirements provided by Section 6045(e) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder, the parties hereby designate Escrow Agent as the party who shall be responsible for reporting to the Internal Revenue Service (the "IRS") the sale of the Project on IRS form 1099-S. The parties shall provide Escrow Agent with the information necessary to complete Form 1099-S. Escrow Agent shall provide all the parties with a copy of the IRS Form 1099-S filed with the IRS and with any documentation used to complete IRS Form 1099-S. The parties agree to retain this Agreement for 4 years following December 31 of the calendar year in which the closing hereunder occurs.

C. Perpetuities . If the rule against perpetuities would invalidate this Agreement or any portion hereof, due to the potential failure of an interest in property created herein to vest within a particular time, then notwithstanding anything to the contrary herein, each such interest in property must vest, if at all, before the passing of 10 years from the date of this Agreement, or this Agreement shall become null and void upon the expiration of such 21 year period and the parties shall have no further liability hereunder.

D. Joint and Several . Except as expressly provided herein to the contrary and as to the representations and warranties made in Section 3 hereof, the obligation of each Seller hereunder and under all of the closing documents are joint and several with each other Seller, with a breach or default by any one Seller constituting a breach by all Sellers.

SECTION 22. ADDITIONAL REIT PROVISIONS.

A. Post-Closing Access to Records . Upon receipt by Seller of Purchaser's reasonable written request at anytime and from time to time within a period from the Closing until the later of (i) 2 years after Closing, or (ii) for the period any tenant has the right under its lease for the Project to audit such books and records of Seller, Seller shall, at Seller's principal place of business, during Seller's normal business hours, make all of Seller's records relating to the Project, other than those previously delivered to Purchaser and other than any privileged or confidential books and records, available to Purchaser for inspection and copying (at Purchaser's sole cost and expense).

B. Information and Audit Cooperation . To the extent necessary to enable Purchaser to comply with any financial reporting requirements applicable to Purchaser and upon at least five (5) business days prior written notice to Seller, within 90 days after the Closing Date, Seller shall reasonably cooperate (at no cost or liability to Seller) and allow Purchaser's auditors to audit the trial balance related to the operation of the Project for the calendar year prior to the Closing Date and for the portion of the calendar year starting on January 1 through the Closing Date. Other than any representation, warranty or covenant otherwise set forth in this Agreement or the documents delivered at Closing, Seller makes no representations, warranties or covenants with respect to the trial balance or the books and records which may be reviewed in auditing the same, and Purchaser releases and waives any liability or claims against Seller related to the trial balance or the books and records which may be reviewed and audited.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS:

/s/ Alex Williams

Name: Alex Williams

SELLER:

PIONEER INDUSTRIAL, LLC,
a Delaware limited liability company

By: /s/ Chris Harris
Name: Chris Harris
Its: Vice President

Date of Execution May 15, 2019

CAVA NORTHGATE INDUSTRIAL LLC,
a Delaware limited liability company

/s/ Alex Williams

Name: Alex Williams

By: /s/ Chris Harris
Name: Chris Harris
Title: Vice President

Date of Execution May 15, 2019

PIONEER PARKING LOT, LLC,
a Delaware limited liability company

/s/ Alex Williams

Name: Alex Williams

By: /s/ Chris Harris
Name: Chris Harris
Title: Vice President

Date of Execution May 15, 2019

PURCHASER:

BCI IV Acquisitions LLC,
a Delaware limited liability company

/s/ Katie Pierson

Name Katie Pierson

By: /s/ Lainie P. Minnick
Name: Lainie P. Minnick
Title: Managing Director

Date of Execution May 15, 2019

AMENDED AND RESTATED
ADVISORY AGREEMENT (2019)

among

BLACK CREEK INDUSTRIAL REIT IV INC.,

BCI IV OPERATING PARTNERSHIP LP

and

BCI IV ADVISORS LLC

TABLE OF CONTENTS

THIS AMENDED AND RESTATED ADVISORY AGREEMENT (2019) (the "Agreement"), dated as of June 12, 2019, is among Black Creek Industrial REIT IV Inc., a Maryland corporation (the "Corporation"), BCI IV Operating Partnership LP, a Delaware limited partnership (the "Operating Partnership"), and BCI IV Advisors LLC, a Delaware limited liability company (the "Advisor").

W I T N E S S E T H

WHEREAS, the Corporation intends to qualify as a REIT (as defined below), and to invest its funds in investments permitted by the terms of Sections 856 through 860 of the Code (as defined below);

WHEREAS, the Corporation is the general partner of the Operating Partnership and intends to conduct its business and make investments in Assets primarily through the Operating Partnership;

WHEREAS, the Corporation and the Operating Partnership desire to avail themselves of the experience, sources of information, advice, assistance and certain facilities of the Advisor and to have the Advisor undertake the duties and responsibilities hereinafter set forth, on behalf of, and subject to the supervision of, the Board of Directors of the Corporation, all as provided herein;

WHEREAS, the Corporation, the Operating Partnership and the Advisor are parties to that certain Amended and Restated Advisory Agreement (2018) dated as of June 13, 2018, as amended by Amendment No. 1 to Amended and Restated Advisory Agreement (2018) dated January 1, 2019 (together, the " Original Advisory Agreement "), which Original Advisory Agreement is amended and restated in its entirety hereby; and

WHEREAS, the Advisor is willing to undertake to render such services, subject to the supervision of the Board of Directors, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. DEFINITIONS As used in this Agreement, the following terms have the definitions hereinafter indicated:

Acquisition Expenses . Any and all expenses, exclusive of Acquisition Fees, incurred by the Corporation, the Operating Partnership, the Advisor, or any of their Affiliates in connection with the selection, acquisition, development or origination of any Asset, whether or not acquired, including, without limitation, legal fees and expenses, travel and communications expenses, costs of appraisals, nonrefundable option payments on property not acquired, accounting fees and expenses, title insurance, and the costs of performing due diligence. For purposes of this definition, "Asset" means any asset that is related to or which represents a direct or indirect interest in Real Property, Mortgages or other Real Property-related debt, whether owned directly, indirectly or through a Joint Venture or other co-ownership relationship.

Acquisition Fees . Any and all fees and commissions, exclusive of Acquisition Expenses, paid by any Person to any other Person (including any fees or commissions paid by or to any

Affiliate of the Corporation, the Operating Partnership or the Advisor) in connection with (i) the acquisition, development or construction of a Property, (ii) the acquisition of interests in a real estate related entity or (iii) making or investing, directly or indirectly, in Mortgages or the origination or acquisition of other Real Property-related debt or other investments, related to or which represent a direct or indirect interest in Real Property Mortgages or other Real Property-related debt whether owned directly, indirectly or through a Joint Venture or other co-ownership relationship, including real estate commissions, selection fees, development fees, construction fees, if any, nonrecurring management fees, loan fees, points or any other fees of a similar nature. Excluded shall be development fees and construction fees paid to any Person not affiliated with the Sponsor in connection with the actual development and construction of a project.

Advisor . BCI IV Advisors LLC, a Delaware limited liability company, any successor advisor to the Corporation, the Operating Partnership or any person or entity to which BCI IV Advisors LLC or any successor advisor subcontracts substantially all of its functions. Notwithstanding the forgoing, a Person hired or retained by BCI IV Advisors LLC to perform property and securities management and related services for the Corporation or the Operating Partnership that is not hired or retained to perform substantially all of the functions of BCI IV Advisors LLC with respect to the Corporation or the Operating Partnership as a whole shall not be deemed to be an Advisor.

Advisory Fee . The fee payable to the Advisor or the Sponsor, as applicable, pursuant to Paragraph 9(a).

Affiliate or Affiliated . With respect to any Person, (i) any Person directly or indirectly owning, controlling or holding, with the power to vote, ten percent (10%) or more of the outstanding voting securities of such other Person; (ii) any Person ten percent (10%) or more of whose outstanding voting securities are directly or indirectly owned, controlled or held, with the power to vote, by such other Person; (iii) any Person directly or indirectly controlling, controlled by or under common control with such other Person; (iv) any executive officer, director, trustee or general partner of such other Person; and (v) any legal entity for which such Person acts as an executive officer, director, trustee or general partner.

Annual Total Return Amount . The overall investment return, expressed as a dollar amount per OP Unit, which shall be equal to the sum of (1) the Weighted-Average Distributions per OP Unit over the applicable period, and (2) the Ending VPU, adjusted to remove the negative impact on the overall investment return from the payment or obligation to pay, or distribute, as applicable, the Performance Component and Distribution Fees, less the Beginning VPU.

Asset . Any Property, Mortgage, other debt or other investment (other than investments in bank accounts, money market funds or other current assets) owned by the Corporation, directly or indirectly through one or more of its Affiliates.

Average Invested Assets . For a specified period, the average of the aggregate book value of the Assets invested, directly or indirectly, in equity interests in and loans secured by or related to real estate (including, without limitation, equity interests in REITs, mortgage pools, commercial

mortgage-backed securities, mezzanine loans and residential mortgage-backed securities), before deducting depreciation, bad debts or other non-cash reserves, computed by taking the average of such values at the end of each month during such period.

Beginning VPU. The VPU determined as of the end of the most recent month prior to the commencement of the applicable period.

Board of Directors or Board. The persons holding such office, as of any particular time, under the Charter of the Corporation, whether they be the Directors named therein or additional or successor Directors.

Bylaws. The bylaws of the Corporation, as the same are in effect from time to time.

Cause. With respect to the termination of this Agreement, fraud, criminal conduct or willful misconduct by the Advisor, or a material breach of this Agreement by the Advisor, which has not been cured within 30 days of such breach.

Charter. The amended and restated articles of incorporation of the Corporation, as amended from time to time.

Code. Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto. Reference to any provision of the Code shall mean such provision as in effect from time to time, as the same may be amended, and any successor provision thereto, as interpreted by any applicable regulations as in effect from time to time.

Contract Purchase Price. The term "Contract Purchase Price" shall mean (i) the amount actually paid or allocated in respect of the acquisition of a Property, (ii) the Corporation's proportionate share of the amount actually paid or allocated in respect of the Real Property owned by any real estate related entity in which the Corporation acquires a majority economic interest or which the Corporation consolidates for financial reporting purposes in accordance with generally accepted accounting principles, (iii) the amount actually paid or allocated in respect of an investment in any other real estate related entity or (iv) the amount actually paid or allocated in respect of the origination or acquisition of Mortgages, other debt investments or other investments; in each case including any third party expenses, debt, whether borrowed or assumed, and exclusive of Acquisition Fees and Acquisition Expenses.

Contract Sales Price. The total consideration paid in connection with a Disposition, other than a Listing, including without limitation, any debt or other liabilities assumed or taken subject to by an acquirer. Without limiting the generality of the foregoing, in any transaction involving the acquisition of the equity of the Corporation, the Operating Partnership or other selling entity, the Contract Sales Price will be deemed to include (whether or not expressed in the net per share price), the value assigned by the applicable buyer to all assets (or the value of such assets implied by such buyer's offer) before subtracting liabilities to derive the net per share purchase price.

Corporation. Corporation shall have the meaning set forth in the preamble of this Agreement.

Dealer Manager . Black Creek Capital Markets, LLC or such other Person or entity selected by the Board of Directors to act as the dealer manager for the Offering. Black Creek Capital Markets, LLC is a member of FINRA.

Dealer Manager Fee . The dealer manager fee payable to the Dealer Manager for serving as the dealer manager for the Offering and reallowable to Soliciting Dealers with respect to Shares sold by them, as described in the Corporation's Prospectus.

Director . A member of the Board of Directors of the Corporation.

Disposition . The term "Disposition" shall include (i) a sale of one or more Assets, (ii) a sale of one or more Assets effectuated either directly or indirectly through the sale of any entity owning such Assets, including, without limitation, the Corporation or the Operating Partnership, (iii) a sale, merger or other transaction in which the Stockholders either receive, or have the option to receive, cash, securities redeemable for cash, and/or securities of a publicly traded company, or (iv) a Listing.

Disposition Expenses . Any and all expenses incurred by the Company, the Operating Partnership, the Advisor, or any of their Affiliates in connection with the disposition of any Asset, whether or not finally sold, including, without limitation, legal fees and expenses, travel and communications expenses and accounting fees and expenses.

Distribution Fee . The distribution fee or any similar ongoing fee payable to the Dealer Manager as additional compensation for serving as the dealer manager for the Offering, pursuant to the then-current dealer manager agreement between the Company and the Dealer Manager.

Distributions . Any distributions of money or other property by the Corporation to owners of Shares, including distributions that may constitute a return of capital for federal income tax purposes.

Ending VPU . The VPU as of the end of the last month in the applicable period.

Equity Shares . Transferable shares of beneficial interest of the Corporation of any class or series, including common shares or preferred shares.

Fixed Component . The non-variable component of the Advisory Fee as described in Paragraph 9.

FINRA . Financial Industry Regulatory Authority, Inc.

Fund Interests . The total outstanding Shares and outstanding OP Units that are held by parties other than the Corporation.

GAAP . Generally accepted accounting principles as in effect in the United States of America from time to time.

Good Reason . With respect to the termination of this Agreement, (i) any failure to obtain a satisfactory agreement from any successor to the Corporation and/or the Operating Partnership to assume and agree to perform the Corporation's and/or the Operating Partnership's obligations

under this Agreement; or (ii) any uncured material breach of this Agreement of any nature whatsoever by the Corporation and/or the Operating Partnership that remains uncured for 30 days after written notice of such material breach has been provided to the Corporation and the Operating Partnership by the Advisor.

Gross Market Capitalization . The sum of (i) the total outstanding principal balance of all indebtedness of the Corporation, the Operating Partnership, and its subsidiaries, and (ii) the Gross Share Value.

Gross Proceeds . The aggregate purchase price of all Shares sold for the account of the Corporation through all Offerings, without deduction for Sales Commissions, Dealer Manager Fees, Distribution Fees, volume discounts, any marketing support and due diligence expense reimbursement or Organization and Offering Expenses. For the purpose of computing Gross Proceeds, the purchase price of any Share for which reduced Sales Commissions or Dealer Manager Fees are paid to the Dealer Manager or a Soliciting Dealer (where net proceeds to the Corporation are not reduced) shall be deemed to be the full amount of the offering price per Share pursuant to the Prospectus for such Offering without reduction.

Gross Share Value . The product of (i) Fund Interests and (ii) the Value Per Share.

Hurdle Amount . For the applicable period, an amount equal to 5.0% of the Beginning VPU.

Independent Director . Independent Director shall have the meaning set forth in the Charter.

Independent Expert . A person or entity with no material current or prior business or personal relationship with the Advisor or the Directors and who is engaged to a substantial extent in the business of rendering opinions regarding the value of assets of the type held by the Corporation.

Independent Valuation Advisor . A firm that is (i) engaged to a substantial degree in the business of conducting valuations on commercial real estate properties, (ii) not affiliated with the Advisor and (iii) engaged by the Corporation with the approval of the Board to appraise the Real Properties or other assets or liabilities pursuant to the Valuation Procedures.

Joint Ventures . The joint venture, co-investment, co-ownership or partnership arrangements in which the Corporation or any of its subsidiaries is a co-venturer, co-owner or general partner which are established to acquire or hold Assets.

Liquidity Event . The term “Liquidity Event” shall include, but shall not be limited to, (i) a Listing, (ii) a sale, merger or other transaction in which the Stockholders either receive, or have the option to receive, cash, securities redeemable for cash, and/or securities of a publicly traded company, and (iii) the sale of all or substantially all of the Corporation’s Assets where Stockholders either receive, or have the option to receive, cash or other consideration.

Listing . The listing of the Shares on a national securities exchange.

Loss Carryforward . An amount that shall equal zero as of the effective date of this Agreement and shall cumulatively increase by the absolute value of any negative Annual Total

Return Amount and decrease by any positive Annual Total Return Amount, provided that the Loss Carryforward shall at no time be less than zero. The effect of the Loss Carryforward is that the recoupment of past Annual Total Return Amount losses will offset the positive Annual Total Return Amount for purposes of the calculation of the Performance Component.

Mortgages. In connection with mortgage financing provided, invested in, participated in or purchased by the Corporation, all of the notes, deeds of trust, security interests or other evidences of indebtedness or obligations, which are secured or collateralized by Real Property owned by the borrowers under such notes, deeds of trust, security interests or other evidences of indebtedness or obligations.

NASAA REIT Guidelines. The Statement of Policy Regarding Real Estate Investment Trusts as adopted by the members of the North American Securities Administrators Association, Inc. on May 7, 2007.

NAV. Net asset value, calculated pursuant to the Valuation Procedures.

NAV Calculations. The calculations used to determine the NAV of the Corporation, the Shares, the Operating Partnership and the OP Units, all as provided in the Valuation Procedures.

Net Income. For any period, the Corporation's total revenues applicable to such period, less the total expenses applicable to such period other than additions to reserves for depreciation, bad debts or other similar non-cash reserves and excluding any gain from the sale of the Corporation's Assets.

Offering. The public offering of Shares pursuant to a Prospectus.

Operating Partnership. Operating Partnership shall have the meaning set forth in the preamble of this Agreement.

Operating Partnership Agreement. The Operating Partnership Agreement between the Corporation and BCI IV Advisors Group LLC.

OP Unit. Units of limited partnership interest in the Operating Partnership.

Organization and Offering Expenses. Any and all costs and expenses, other than Sales Commissions, Dealer Manager Fees, and Distribution Fees, incurred in connection with the formation of the Corporation and the qualification and registration of all its Offerings, and the marketing and distribution of Shares, including, without limitation, total underwriting and brokerage discounts and commissions (including fees of the underwriters' attorneys) payable to the Dealer Manager and Soliciting Dealers, expenses for printing and amending registration statements or supplementing prospectuses, mailing and distributing costs, salaries of employees while engaged in sales activity, telephone and other telecommunications costs, all advertising and marketing expenses (including the costs related to investor and broker-dealer sales meetings), charges of transfer agents, registrars, trustees, escrow holders, depositories and experts and fees, expenses and taxes related to the filing, registration and qualification of the sale of the Shares under federal and state laws, including accountants' and attorneys' fees.

Performance Component . The variable component of the Advisory Fee as described in Paragraph **Error! Reference source not found.** .

Person . An individual, corporation, partnership, trust, joint venture, limited liability company or other entity.

Property or Properties . All or a portion of the Real Property or Real Properties acquired by the Corporation, directly or indirectly through joint venture or co-ownership arrangements or other partnership or investment entities.

Prospectus . Prospectus shall have the meaning set forth in Section 2(10) of the Securities Act of 1933, as amended (the "Securities Act"), including a preliminary Prospectus, an offering circular as described in Rule 256 of the General Rules and Regulations under the Securities Act or, in the case of an intrastate offering, any document by whatever name known, utilized for the purpose of offering and selling securities to the public.

Real Property . Land, rights in land (including leasehold interests), and any buildings, structures, improvements, furnishings, fixtures and equipment located on or used in connection with land and rights or interests in land. Properties sold by the Corporation or any Affiliate to investors in tenancy-in-common interests (or pursuant to a Delaware statutory trust), beneficial interests in Delaware statutory trusts, and or similar interests shall be deemed Real Property for the purposes of this definition so long as (i) such properties are being leased by the Corporation or any Affiliate from the tenancy-in-common (or Delaware statutory trust) investors, and (ii) such properties are reflected as Assets of the Corporation in accordance with GAAP.

REIT . A "real estate investment trust" under Sections 856 through 860 of the Code or as may be amended.

Sale or Sales . Any transaction or series of transactions whereby: (A) the Corporation or the Operating Partnership directly or indirectly (except as described in other subsections of this definition) sells, grants, transfers, conveys, or relinquishes its ownership of any Property or portion thereof, including the lease of any Property consisting of a building only, and including any event with respect to any Property which gives rise to a significant amount of insurance proceeds or condemnation awards; (B) the Corporation or the Operating Partnership directly or indirectly (except as described in other subsections of this definition) sells, grants, transfers, conveys, or relinquishes its ownership of all or substantially all of the interest of the Corporation or the Operating Partnership in any Joint Venture in which it is a co-venturer, member or partner; (C) any Joint Venture in which the Corporation or the Operating Partnership is a co-venturer, member or partner directly or indirectly (except as described in other subsections of this definition) sells, grants, transfers, conveys, or relinquishes its ownership of any Property or portion thereof, including any event with respect to any Property which gives rise to insurance claims or condemnation awards; (D) the Corporation or the Operating Partnership directly or indirectly (except as described in other subsections of this definition) sells, grants, conveys or relinquishes its interest in any Mortgage or portion thereof (including all payments thereunder or in satisfaction thereof other than regularly scheduled interest payments) or amounts owed pursuant to such Mortgage, including any event with respect to any Mortgage which gives rise to a significant amount of insurance proceeds or similar awards; or (E) the Corporation or the

Operating Partnership directly or indirectly (except as described in other subsections of this definition) sells, grants, transfers, conveys, or relinquishes its ownership of any other Asset not previously described in this definition or any portion thereof, but (ii) not including any transaction or series of transactions specified in clause (i) (A) through (E) above in which the proceeds of such transaction or series of transactions are reinvested by the Corporation in one or more Assets within 180 days thereafter.

Sales Commission . A percentage of Gross Proceeds from the sale of primary Shares in the Offering (not including Shares sold pursuant to the Corporation's distribution reinvestment plan) payable to the Dealer Manager and reallowable to Soliciting Dealers with respect to Shares sold by them.

Securities . The term "Securities" shall mean any of the following issued by the Corporation, as the text requires: Equity Shares, any other stock, shares or other evidences of equity or beneficial or other interests, voting trust certificates, bonds, debentures, notes or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in, temporary or interim certificates for, receipts for, guarantees of, or warrants, options or rights to subscribe to, purchase or acquire, any of the foregoing.

Shares . The shares of the common stock of the Corporation sold in the Offering.

Soliciting Dealers . Broker-dealers who are members of FINRA, or that are exempt from broker-dealer registration, and who, in either case, have executed selected dealer or other agreements with the Dealer Manager to sell Shares.

Special OP Units . The separate series of limited partnership interests issued to the Sponsor by the Operating Partnership in exchange for a capital contribution of $1,000.

Sponsor . Any Person which (i) is directly or indirectly instrumental in organizing, wholly or in part, the Corporation, (ii) will control, manage or participate in the management of the Corporation, and any Affiliate of any such Person, (iii) takes the initiative, directly or indirectly, in founding or organizing the Corporation, either alone or in conjunction with one or more other Persons, (iv) receives a material participation in the Corporation in connection with the founding or organizing of the business of the Corporation, in consideration of services or property, or both services and property, (v) has a substantial number of relationships and contacts with the Corporation, (vi) possesses significant rights to control Properties, (vii) receives fees for providing services to the Corporation which are paid on a basis that is not customary in the industry, or (viii) provides goods or services to the Corporation on a basis which was not negotiated at arm's-length with the Corporation. "Sponsor" does not include any Person whose only relationship with the Corporation is that of an independent property manager and whose only compensation is as such, or wholly independent third parties such as attorneys, accountants and underwriters whose only compensation is for professional services.

Stockholders . The registered holders of the Corporation's Shares.

Termination Date . The date of termination of this Agreement.

Total Operating Expenses. All costs and expenses paid or incurred by the Corporation, as determined under generally accepted accounting principles, that are in any way related to the operation of the Corporation or to corporate business, including the Advisory Fee and other operating fees paid to the Advisor, but excluding (i) the expenses of raising capital such as Organization and Offering Expenses, (ii) interest payments, (iii) taxes, (iv) non-cash expenditures such as depreciation, amortization and bad debt reserves, (v) incentive fees, (vi) Acquisition Fees and Acquisition Expenses, (vii) real estate commissions on the Sale of Property, (viii) distributions made with respect to interests in the Operating Partnership, and (ix) other fees and expenses connected with the acquisition, Disposition, management and ownership of real estate interests, mortgage loans or other property (including the costs of foreclosure, insurance premiums, legal services, maintenance, repair, and improvement of property). Notwithstanding the definition set forth above, any expense of the Corporation which is not part of Total Operating Expenses under the NASAA REIT Guidelines shall not be treated as part of Total Operating Expenses for purposes hereof.

Total Project Cost. With regard to any Real Property acquired prior to or during the development, construction or improvement stages, all hard and soft costs and expenses paid or incurred by or on behalf of the Corporation that are in any way related to the development, construction, improvement or stabilization (including tenant improvements) of such Real Property, including, but not limited to, any debt, whether borrowed or assumed, land and construction costs.

Unitholders. The holders of OP Units.

Valuation Procedures. The valuation procedures adopted by the Board, as amended from time to time.

Value Per Share. The term "Value Per Share" shall mean (i) in the event of a Listing pursuant to which incremental equity capital is expected to be raised through the issuance of shares of the Corporation, the final price at which such shares are actually issued, or an estimate thereof reasonably determined by mutual agreement of the Corporation and the Advisor, and (ii) in the event of a Listing pursuant to which no incremental equity capital is expected to be raised through the issuance of shares of the Corporation, the closing price at the end of the first day of trading of the Corporation's shares upon Listing, or an estimate thereof reasonably determined by mutual agreement of the Corporation and the Advisor.

VPU. Value per OP Unit, which on any given date shall be equal to (i) the Operating Partnership NAV on such date, divided by (ii) the aggregate number of OP Units of all classes outstanding on such date. Until the Corporation initially determines a VPU, the VPU shall be deemed to equal $10.00.

Weighted-Average Distributions per OP Unit. For a particular period of time, an amount equal to the ratio of (i) the aggregate distributions accrued in respect of all OP Units during the applicable period, divided by (ii) the weighted-average number of OP Units of all classes outstanding during the applicable period, calculated in accordance with GAAP applied on a consistent basis.

2%/25% Guidelines . For any year in which the Corporation qualifies as a REIT, the requirement pursuant to the NASAA REIT Guidelines that, in any 12 month period, Total Operating Expenses not exceed the greater of 2% of the Corporation's Average Invested Assets during such 12 month period or 25% of the Corporation's Net Income over the same 12 month period.

2. APPOINTMENT . The Corporation and the Operating Partnership hereby appoint the Advisor to serve as their advisor on the terms and conditions set forth in this Agreement, and the Advisor hereby accepts such appointment.

3. DUTIES OF THE ADVISOR . The Advisor undertakes to use its reasonable efforts to present to the Corporation and the Operating Partnership potential investment opportunities and to provide a continuing and suitable investment program consistent with the investment objectives and policies of the Corporation as determined and adopted from time to time by the Board of Directors. In performance of this undertaking, subject to the supervision of the Board of Directors and consistent with the provisions of the Charter, the Bylaws and the Operating Partnership Agreement, and subject to the condition that any investment advisory services provided with respect to securities shall be provided by a registered investment adviser, the Advisor shall, either directly or by engaging an Affiliated or non-Affiliated Person:

(a) serve as the Corporation's and the Operating Partnership's investment and financial advisor and provide research and economic and statistical data in connection with the Corporation's assets and investment policies;

(b) manage and supervise the Offering process, including, without limitation: (i) develop the product offering, including the determination of the specific terms of the Securities to be offered by the Corporation, prepare all offering and related documents, and obtain all required regulatory approvals; (ii) along with the Dealer Manager, approve the participating broker dealers and negotiate the related selling agreements; (iii) coordinate the due diligence process for participating broker dealers and their review of any Prospectus and other Offering and Corporation documents; (iv) assist in the preparation and approval of all marketing materials contemplated to be used by the Dealer Manager or others in the Offering of the Corporation's Securities; (v) along with the Dealer Manager, negotiate and coordinate with the transfer agent for the receipt, collection, processing and acceptance of subscription agreements and other administrative support functions; and (vi) manage and supervise all other services related to the organization of the Corporation, the Operating Partnership or the Offering;

(c) implement and coordinate the processes with respect to the NAV Calculations, and in connection therewith, obtain appraisals performed by an Independent Valuation Advisor concerning the value of the Real Properties;

(d) supervise one or more Independent Valuation Advisors and, if and when necessary, recommend to the Board its replacement;

(e) provide the daily management for the Corporation and the Operating Partnership and perform and supervise the various administrative functions reasonably necessary for the management of the Corporation and the Operating Partnership, including, without limitation: (i) provide or arrange for administrative services and items, legal and other services, office space,

office furnishings, personnel and other items necessary and incidental to the Corporation's business and operations; (ii) maintain accounting data and any other information requested concerning the activities of the Corporation and the Operating Partnership as shall be required to prepare and to file all periodic financial reports with the Securities and Exchange Commission and any other regulatory agency, including annual financial statements; (iii) oversee tax and compliance services and risk management services and coordinate with appropriate third parties, including independent accountants and other consultants, on related tax matters; (iv) manage and coordinate with the transfer agent the quarterly dividend process and payments to Stockholders; (v) consult with and assist the Board of Directors in evaluating and obtaining adequate insurance coverage based upon risk management determinations; (vi) provide the Board of Directors with updates related to the overall regulatory environment affecting the Corporation and the Operating Partnership, as well as managing compliance with such matters; (vii) consult with the Board of Directors with respect to the corporate governance structure and appropriate policies and procedures related thereto; (viii) oversee all reporting, record keeping, internal controls and
similar matters in a manner to allow the Corporation and the Operating Partnership to comply with applicable law, including the Sarbanes-Oxley Act; (ix) manage communications with Stockholders, including answering phone calls, preparing and sending written and electronic reports and other communications; and (x) establish technology infrastructure to assist in providing Stockholder support and service;

(f) investigate, select, and, on behalf of the Corporation and the Operating Partnership, engage and conduct business with such Persons as the Advisor deems necessary to the proper performance of its obligations hereunder, including but not limited to consultants, accountants, correspondents, lenders, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians, agents for collection, insurers, insurance agents, banks, builders, developers, property owners, real estate management companies, real estate operating companies, securities investment advisors, mortgagors, and any and all agents for any of the foregoing, including Affiliates of the Advisor, and Persons acting in any other capacity deemed by the Advisor necessary or desirable for the performance of any of the foregoing services, including but not limited to entering into contracts in the name of the Corporation and the Operating Partnership with any of the foregoing;

(g) consult with the officers and Board of Directors of the Corporation and assist the Board of Directors in the formulation and implementation of the Corporation's financial policies, and, as necessary, furnish the Board of Directors with advice and recommendations with respect to the making of investments consistent with the investment objectives and policies of the Corporation and in connection with any borrowings proposed to be undertaken by the Corporation and/or the Operating Partnership;

(h) subject to the provisions of Paragraphs 3(j),(q),(r),(s) and 4 hereof, (i) locate, analyze and select potential investments, (ii) structure and negotiate the terms and conditions of transactions pursuant to which investments will be made; (iii) make investments on behalf of the Corporation and the Operating Partnership in compliance with the investment objectives and policies of the Corporation; (iv) oversee the due diligence process; (v) arrange for financing and refinancing and make other changes in the asset or capital structure of, and dispose of, reinvest the proceeds from the sale of, or otherwise deal with, investments; and (vi) enter into leases and

service contracts for Properties and, to the extent necessary, perform all other operational functions for the maintenance and administration of such Properties;

(i) upon request, provide the Board of Directors with periodic reports regarding prospective investments;

(j) make investments in and Dispositions of Assets within the discretionary limits and authority as granted by the Board;

(k) negotiate on behalf of the Corporation and the Operating Partnership with banks or lenders for loans to be made to the Corporation and the Operating Partnership, and negotiate on behalf of the Corporation and the Operating Partnership with investment banking firms and broker-dealers or negotiate private sales of Shares and Securities or obtain loans for the Corporation and the Operating Partnership, but in no event in such a way so that the Advisor shall be acting as broker-dealer or underwriter; and provided, further, that any fees and costs payable to third parties incurred by the Advisor in connection with the foregoing shall be the responsibility of the Corporation or the Operating Partnership;

(l) obtain reports (which may but are not required to be prepared by the Advisor or its Affiliates), where appropriate, concerning the value of investments or contemplated investments of the Corporation and/or the Operating Partnership in Assets;

(m) from time to time, or at any time reasonably requested by the Board of Directors, make reports to the Board of Directors of its performance of services to the Corporation and the Operating Partnership under this Agreement, including reports with respect to potential conflicts of interest involving the Advisor or any of its affiliates;

(n) provide the Corporation and the Operating Partnership with all necessary cash management services;

(o) do all things necessary to assure its ability to render the services described in this Agreement;

(p) deliver to or maintain on behalf of the Corporation copies of all appraisals obtained in connection with the investments in Real Properties and all valuations of other Assets as may be required to be obtained by the Board;

(q) notify and obtain the approval of the Corporation's investment committee for all non-affiliated transactions that have a Contract Purchase Price, Total Project Cost or Contract Sales Price of $30 million or less before such transactions are completed;

(r) notify and obtain the approval of the Board for all proposed transactions that have a Contract Purchase Price, Total Project Cost or Contract Sales Price of more than $30 million before such transactions are completed;

(s) notify and obtain the approval of a majority of the Board of Directors (including a majority of the Independent Directors) for all affiliated transactions before such transactions are completed; and

(t) effect any private placement of OP Units, tenancy-in-common, Delaware statutory trust, or other interests in Real Properties as may be approved by the Board.

Notwithstanding the foregoing, the Advisor may delegate any or all of the foregoing duties to any Person so long as the Advisor or any Affiliate remains responsible for the performance of the duties set forth in this Paragraph 3, subject to the prior consent of the Corporation if all or substantially all of such duties are delegated to a Person that is not an Affiliate.

4. AUTHORITY OF ADVISOR .

(a) Pursuant to the terms of this Agreement (including the restrictions included in Paragraph 3, this Paragraph 4 and in Paragraph 7), and subject to the continuing and exclusive authority of the Board of Directors over the management of the Corporation, the Board of Directors hereby delegates to the Advisor the authority to (1) locate, analyze and select investment opportunities, (2) manage and supervise the offering process, (3) structure the terms and conditions of transactions pursuant to which investments will be made, acquired or disposed of for the Corporation and the Operating Partnership, (4) acquire and dispose of investments in compliance with the investment objectives and policies of the Corporation, (5) arrange for financing or refinancing for Assets, (6) enter into leases and service contracts for Properties, (7) oversee Affiliated and non-Affiliated property managers who perform services for the Corporation or the Operating Partnership, (8) oversee Affiliated and non-Affiliated Persons with whom the Advisor contracts to perform certain of the services required to be performed under this Agreement, (9) manage communications with Stockholders, and (10) manage public reporting, internal controls, accounting and other record-keeping functions and general corporate services for the Corporation and the Operating Partnership.

(b) Notwithstanding the foregoing, any investment in Real Properties, including any acquisition of Real Property by the Corporation or the Operating Partnership (including any financing of such acquisition), will require the prior approval of the Board, any particular Directors specified by the Board or any committee of the Board, as the case may be.

(c) In connection with a proposed transaction that requires the approval of the Independent Directors, the Advisor will deliver to the Independent Directors all documents and other information required by them to properly evaluate the proposed transaction.

The prior approval of a majority of the Board of Directors (including a majority of the Independent Directors) will be required for each transaction to which the Advisor or its Affiliates is a party. The Board of Directors may, at any time upon the giving of written notice to the Advisor, modify or revoke the authority set forth in this Paragraph 4. If and to the extent the Board so modifies or revokes the authority contained herein, the Advisor shall henceforth submit to the Board for prior approval such proposed transactions involving investments in Assets as thereafter require prior approval, provided however, that such modification or revocation shall be effective upon receipt by the Advisor and shall not be applicable to investment transactions to which the Advisor has committed the Corporation prior to the date of receipt by the Advisor of such notification.

5. BANK ACCOUNTS . The Advisor may establish and maintain one or more bank accounts in the name of the Corporation, the Operating Partnership or the Operating Partnership's subsidiaries and may collect and deposit into any such account or accounts, and disburse from any such account or accounts, any money on behalf of the Corporation, the Operating Partnership or the Operating Partnership's subsidiaries, under such terms and conditions as the Board of Directors may approve, provided that no funds shall be commingled with the funds of the Advisor; and the Advisor shall from time to time render appropriate accountings of such collections and payments to the Board of Directors and to the auditors of the Corporation.

6. RECORDS; ACCESS . The Advisor shall maintain appropriate records of all its activities hereunder and make such records available for inspection by the Board of Directors and by counsel, auditors and authorized agents of the Corporation, at any time or from time to time during normal business hours. The Advisor shall at all reasonable times have access to the books and records of the Corporation and the Operating Partnership.

7. LIMITATIONS ON ACTIVITIES . Anything else in this Agreement to the contrary notwithstanding, the Advisor shall refrain from taking any action which, in its sole judgment made in good faith, would (a) adversely affect the status of the Corporation as a REIT, (b) subject the Corporation to regulation under the Investment Corporation Act of 1940, as amended, or (c) violate any law, rule, regulation or statement of policy of any governmental body or agency having jurisdiction over the Corporation, its Shares or its Securities, or otherwise not be permitted by the Charter or Bylaws of the Corporation, except if such action shall be ordered by the Board of Directors, in which case the Advisor shall notify promptly the Board of Directors of the Advisor's judgment of the potential impact of such action and shall refrain from taking such action until it receives further clarification or instructions from the Board of Directors. In such event the Advisor shall have no liability for acting in accordance with the specific instructions of the Board of Directors so given. Notwithstanding the foregoing, the Advisor, its members, managers, directors, officers, employees and stockholders, and members, managers, stockholders, directors and officers of the Advisor's Affiliates, shall not be liable to the Corporation or to the Board of Directors or stockholders for any act or omission by the Advisor, its members, managers, directors, officers or employees, or stockholders, members, managers, directors or officers of the Advisor's Affiliates taken or omitted to be taken in the performance of their duties under this Agreement except as provided in Paragraph 19 of this Agreement.

8. RELATIONSHIP WITH DIRECTORS . Subject to Paragraph 7 of this Agreement and to restrictions advisable with respect to the qualification of the Corporation as a REIT, members, managers, directors, officers and employees of the Advisor or an Affiliate of the Advisor or any corporate parents of an Affiliate, may serve as a Director and as officers of the Corporation, except that no member, manager, director, officer or employee of the Advisor or its Affiliates who also is a Director or officer of the Corporation shall receive any compensation from the Corporation for serving as a Director or officer of the Corporation other than reasonable reimbursement for travel and related expenses incurred in attending meetings of the Board of Directors and no such Director shall be deemed an Independent Director for purposes of satisfying the Director independence requirement set forth in the Charter.

9. FEES .

(a) Advisory Fee . As compensation for asset management services rendered pursuant to Paragraph 3 hereof, the Corporation shall pay to the Advisor the Fixed Component of the Advisory Fee as set forth in this Paragraph 9(a) and shall pay to the Sponsor, as the holder of the Special OP Units, the Performance Component of the Advisory Fee described in this Paragraph 9(a). Provided that this Agreement has not been terminated, the Performance Component shall be paid to the Sponsor as a performance participation interest with respect to the Special OP Units in the form of an allocation and distribution from the Operating Partnership pursuant to the Operating Partnership Agreement. At the election of the Sponsor, all or a portion of the Performance Component shall be paid instead to the Advisor as a fee as set forth in this Paragraph 9(a). If the Sponsor does not elect on or before the first day of a calendar year to have all or a portion of the Performance Component paid as a fee in cash to the Advisor, then the Performance Component shall be paid as a distribution on the performance participation interest to the Sponsor, as the holder of the Special OP Units.

(i) The Fixed Component shall consist of: (A) a monthly fee equal to one-twelfth of 0.80% of the aggregate cost (before non-cash reserves and depreciation and amortization expenses) of each Real Property (or the Corporation's proportional interest therein with respect to Real Property held in Joint Ventures or real estate entities where the Corporation owns a majority economic interest or that the Corporation consolidates for financial reporting purposes in accordance with GAAP); provided, that the Fixed Component with respect to each Real Property located outside of the United States that the Corporation owns, directly or indirectly, shall equal a monthly fee of one-twelfth of 1.20% of the aggregate cost (before non-cash reserves and depreciation and amortization expenses) of each Real Property, (B) a monthly fee equal to one-twelfth of 0.80% of the aggregate cost or investment with respect to an acquisition of an interest in any other real estate related entity or an origination or acquisition of any Mortgage, any other type of debt investment or other investment, and (C) in connection with a Disposition, a fee equal to (x) 1.0% of the Gross Market Capitalization of the Corporation upon the occurrence of a Listing or (y) 1.0% of the Contract Sales Price upon the occurrence of any other Disposition.

(ii) The Sponsor or the Advisor, as applicable, shall earn a Performance Component with respect to each calendar year (or partial calendar year) in which this Agreement is in effect in an amount equal to:

(A) the lesser of (1) the amount equal to 12.5% of (a) the Annual Total Return Amount less (b) the Loss Carryforward, and (2) the amount equal to (x) the Annual Total Return Amount, less (y) the Loss Carryforward, less (z) the Hurdle Amount;

multiplied by:

(B) the weighted-average number of OP Units outstanding during the applicable year, calculated in accordance with GAAP as applied on a consistent basis;

(C) provided, that the Performance Component shall at no time be less than zero.

Except as described in the definition of Loss Carryforward in this Agreement, any amount by which the Annual Total Return Amount falls below the Hurdle Amount will not be carried forward to subsequent periods. If the Performance Component is payable pursuant to this Paragraph 9(a)(ii), the Sponsor or the Advisor, as applicable, shall be entitled to such payment or distribution, as applicable, even in the event that the total percentage return to Unitholders over any longer or shorter period, or the total percentage return to any particular Unitholder over the same, longer or shorter period, has been less than the Annual Total Return Amount used to calculate the Hurdle Amount. The Sponsor or the Advisor, as applicable, shall not be obligated to return any portion of any Advisory Fee paid based on the Corporation's or the Operating Partnership's subsequent performance.

If the Performance Component is being calculated with respect to a year in which the Corporation completes a Liquidity Event, for purposes of determining the Annual Total Return Amount, the change in VPU shall be deemed to equal the difference between the Ending VPU as of the end of the prior calendar year and the value per OP Unit determined in connection with such Liquidity Event. In connection with a Listing, for purposes of determining the Annual Total Return Amount, the change in VPU shall be deemed to equal the difference between the Ending VPU as of the end of the prior calendar year and an amount equal to the market value of the listed shares based upon the average closing price or, if the average closing price is not available, the average of the bid and asked prices, for the 30-day period beginning 90 days after such Listing. Upon a Liquidity Event other than a Listing, for purposes of determining the Annual Total Return Amount, the change in VPU shall be deemed to equal the difference between the Ending VPU as of the end of the prior calendar year and an amount equal to the consideration per Fund Interest received by holders of Fund Interests in connection with such Liquidity Event.

(iii) The Advisory Fee will accrue monthly. The Fixed Component is payable monthly in arrears; provided that, with respect to a Disposition, the Fixed Component is payable upon the occurrence of a Listing or other Disposition, as described in Paragraph 9(a)(i) above. The Performance Component with respect to any calendar year is payable after the completion of the NAV Calculations for December of such year. The Fixed Component shall be payable for each month in which this Agreement is in effect, even if the Agreement is in effect for a partial month. The Performance Component shall be payable for each calendar year in which this Agreement is in effect, even if the Agreement is in effect for a partial calendar year. If the Advisory Fee is payable with respect to any partial calendar month or calendar year, then the Fixed Component shall be prorated based on the number of days elapsed during any partial calendar month and the Performance Component shall be calculated based on the annualized total return amount determined using the total return achieved for the period of such partial calendar year. In the event this Agreement is terminated or its term expires without renewal, the partial period Fixed Component and Performance Component of the Advisory Fee shall be calculated and due and payable upon the Termination Date. In such event, for purposes of determining the Annual Total Return Amount, the change in VPU shall be determined based on a good faith estimate of what the NAV Calculations would be as of the Termination Date; provided, that, if this Agreement is terminated with respect to a Liquidity Event, the Performance Component will be due and payable in connection with such Liquidity Event and the Annual Total Return Amount shall be calculated as set forth in Paragraph 9(a)(ii) above.

(iv) In the event the Operating Partnership commences a liquidation of its Assets during any calendar year, the Sponsor or the Advisor, as applicable, shall be paid the Advisory Fee from the proceeds of the liquidation and the Performance Component shall be calculated at the end of the liquidation period prior to the distribution of the liquidation proceeds to the Unitholders. The calculation of the Performance Component for any partial year shall be calculated consistent with the applicable provisions of Paragraphs 9(a)(ii) and 9(a)(iii) above.

(v) The measurement of the change in VPU for the purpose of calculating the Annual Total Return Amount is subject to adjustment by the Board to account for any dividend, split, recapitalization or any other similar change in the Operating Partnership's capital structure or any distributions that the Board deems to be a return of capital if such changes are not already reflected in the Operating Partnership's net assets.

(vi) The Performance Component shall not be calculated or accrued with respect to any year in which the Corporation has not determined an initial VPU in accordance with the Valuation Procedures. The Performance Component shall be calculated and accrued beginning as of the Corporation's determination of an initial VPU in accordance with the Valuation Procedures and shall be calculated and accrued for periods thereafter. The Performance Component shall be calculated for the entire calendar year in which the Corporation determines an initial VPU and the Beginning VPU shall be deemed $10.00 for purposes of the calculation.

(b) The Advisor or its Affiliates may incur third-party costs in connection with the performance of applicable services pursuant to this Agreement, which third-party costs shall be separately reimbursed pursuant to Paragraph 10 hereof.

(c) Fees for other Services . The Corporation may retain certain of the Advisor's Affiliates from time to time, for services relating to its investments or its operations, which may include property management services, leasing services, corporate services, statutory services, transaction support services (including but not limited to coordinating with brokers, lawyers, accountants and other advisors, assembling relevant information, conducting financial and market analyses, and coordinating closing procedures), construction and development management, and loan management and servicing, and within one or more such categories, providing services in respect of asset and/or investment administration, accounting, technology, tax preparation, finance (including but not limited to budget preparation and preparation and maintenance of corporate models), treasury, operational coordination, risk management, insurance placement, human resources, legal and compliance, valuation and reporting-related services, as well as services related to mortgage servicing, group purchasing, healthcare, consulting/brokerage, capital markets/credit origination, property, title and/or other types of insurance, management consulting and other similar operational matters. Any fees paid to the Advisor's affiliates for any such services will not reduce the Advisory Fees. Any such arrangements will be at market rates or reimbursement of costs.

(d) Loans from Affiliates . The Advisor or any Affiliate thereof may not make any loan to the Corporation or the Operating Partnership unless a majority of the Board of Directors (including a majority of the Independent Directors) approve the loan as being fair, competitive, and commercially reasonable and no less favorable to the Corporation or the Operating Partnership than comparable loans between unaffiliated parties.

(e) Exclusion of Certain Transactions. In the event the Corporation or the Operating Partnership shall propose to enter into any transaction with the Sponsor, the Advisor, a Director or any Affiliate thereof, then such transaction shall be approved by a majority of the Board of Directors (including a majority of the Independent Directors) as fair and reasonable to the Corporation.

(f) Payment in Shares or OP Units. The fees due under this Paragraph 9 shall be paid in cash; provided, however, that in lieu of cash, the Advisor may elect to receive the payment of the fees due under this Paragraph 9 in any class of Shares or OP Units. Any such Shares or OP Units shall be valued at the NAV per share applicable to such Shares or OP Units on the issue date. Such shares shall not be subject to any early redemption deduction under the Corporation's share redemption programs.

10. EXPENSES .

(a) In addition to the compensation paid to the Advisor pursuant to Paragraph 9 hereof and subject to the limitations set forth in this Paragraph 10 and in Paragraph 12 and contained in the Charter, the Corporation or the Operating Partnership shall pay directly or reimburse the Advisor or its Affiliates for all of the expenses paid or incurred by the Advisor or its Affiliates in connection with the services they provide to the Corporation and the Operating Partnership pursuant to this Agreement, including, but not limited to:

(i) Organization and Offering Expenses paid or incurred by the Advisor or any of its Affiliates; subject to Paragraph 10(c) below and provided that after an Offering terminates, the Advisor shall reimburse the Corporation to the extent the sum of the Organization and Offering Expenses and the Sales Commissions, Dealer Manager Fees and Distribution Fees with respect to such Offering that are borne by the Corporation exceed 15.0% of the Gross Proceeds raised in the completed Offering; the Advisor shall be responsible for the payment of all the Corporation's Organization and Offering Expenses in excess of the maximum amount permitted;

(ii) Acquisition Expenses paid or incurred by the Advisor or any of its Affiliates; subject to Paragraph 10(d) below;

(iii) Disposition Expenses incurred in connection with the disposition of Assets;

(iv) the actual cost of goods and services used by the Corporation and obtained from Persons not affiliated with the Advisor, other than Acquisition Expenses, including brokerage fees paid in connection with the purchase and sale of any securities;

(v) interest and other costs for borrowed money, including discounts, points and other similar fees;

(vi) taxes and assessments on income of the Corporation or Assets and any other taxes otherwise imposed on the Corporation;

(vii) costs associated with insurance required in connection with the business of the Corporation or by the officers and Directors;

(viii) expenses of managing and operating Assets owned by the Corporation, whether payable to an Affiliate of the Corporation or a non-affiliated Person;

(ix) all expenses in connection with payments to the Directors and meetings of the Directors and Stockholders;

(x) expenses associated with a Listing, if applicable;

(xi) expenses connected with payments of Distributions in cash or otherwise made or caused to be made by the Corporation to the Stockholders;

(xii) expenses of organizing, revising, amending, converting, modifying, or terminating the Corporation or the Charter;

(xiii) expenses of maintaining communications with Stockholders, including the cost of preparation, printing, and mailing annual reports and other Stockholder reports, proxy statements and other reports required by governmental entities;

(xiv) personnel (and related employment) costs and overhead (including, but not limited to, allocated rent paid to both third parties and an affiliate of the Advisor, equipment, utilities, insurance, travel and entertainment, and other costs) costs incurred by the Advisor or its Affiliates in performing the services described in Paragraph 3 hereof, including, but not limited to, total compensation, benefits and other overhead of all employees involved in the performance of such services; provided, however, that no reimbursement shall be made for costs of personnel to the extent that such personnel perform services in transactions for which the Advisor receives a separate fee;

(xv) audit, accounting and legal fees and other fees for professional services relating to the operations of the Corporation and all such fees incurred at the request, or on behalf of, the Independent Directors or any committee of the Board of Directors;

(xvi) out-of-pocket costs for the Corporation to comply with all applicable laws, regulations and ordinances; and

(xvii) all other costs incurred by the Advisor in performing its duties hereunder.

(b) Expenses incurred by the Advisor or its Affiliates on behalf of the Corporation and the Operating Partnership and payable pursuant to this Paragraph 10 shall be reimbursed no less than monthly to the Advisor. The Advisor shall prepare a statement documenting the expenses of the Corporation and the Operating Partnership and the calculation of the fees and commissions due under this Agreement during each month, and shall deliver such statement to the Corporation and the Operating Partnership within 45 days after the end of each month.

(c) Notwithstanding the foregoing, the Advisor shall pay for all Organization and Offering Expenses (other than the Sales Commissions, Dealer Manager Fees and Distribution Fees) incurred through December 31, 2019. The Corporation shall reimburse the Advisor for all such Organization and Offering Expenses (other than the Sales Commissions, Dealer Manager Fees and Distribution Fees) ratably over sixty months following December 31, 2019. Beginning January 1, 2020, the Corporation shall reimburse the Advisor for all Organization and Offering Expenses (other than the Sales Commissions, Dealer Manager Fees and Distribution Fees) as and

when incurred. Any reimbursement to the Advisor pursuant to this Paragraph 10(c) shall be subject to the limitation described in Paragraph 10(a)(i).

(d) Notwithstanding the foregoing, if, in a given month, the reimbursement of Acquisition Expenses to the Advisor would cause the NAV per Share calculated for such month to be lower than the lesser of $10.00 per Share or the NAV per Share calculated for the prior month (a "Shortfall"), then Advisor shall defer reimbursement of Acquisition Expenses as set forth in this Paragraph 10(d). The Advisor shall defer the reimbursement of all or a portion of the Acquisition Expenses necessary to prevent a Shortfall in a given month. This Paragraph 10(d) shall apply with respect to all Acquisition Expenses paid or incurred by the Advisor or its Affiliates through December 31, 2019. The Corporation shall reimburse the Advisor for any such unreimbursed Acquisition Expenses ratably over the eighteen months following December 31, 2019. Beginning on January 1, 2020, the Corporation shall reimburse the Advisor for all Acquisition Expenses as and when incurred.

11. OTHER SERVICES . Should the Board of Directors request that the Advisor or any director, officer or employee thereof render services for the Corporation and the Operating Partnership other than set forth in Paragraph 3, such services shall be separately compensated at such rates and in such amounts as are agreed by the Advisor and the Independent Directors of the Corporation, subject to the limitations contained in the Charter, and shall not be deemed to be services pursuant to the terms of this Agreement.

12. REIMBURSEMENT TO THE ADVISOR . For any year in which the Corporation qualifies as a REIT, the Corporation shall not reimburse the Advisor at the end of any fiscal quarter Total Operating Expenses that, in the four consecutive fiscal quarters then ended (the "Expense Year") exceed (the "Excess Amount") the greater of 2% of Average Invested Assets or 25% of Net Income (the "2%/25% Guidelines") for such year. Any Excess Amount paid to the Advisor during a fiscal quarter shall be repaid to the Corporation or, at the option of the Corporation, subtracted from the Total Operating Expenses reimbursed during the subsequent fiscal quarter unless a majority of the Independent Directors determine that such excess was justified based on unusual and nonrecurring factors which they deem sufficient, then the Excess Amount may be paid and within 60 days after the end of such Expense Year there shall be sent to the stockholders a written disclosure of such fact, together with an explanation of the factors the Independent Directors considered in determining that such excess expenses were justified. Such determination shall be reflected in the minutes of the meetings of the Board of Directors. The Corporation will not reimburse the Advisor or its Affiliates for services for which the Advisor or its Affiliates are entitled to compensation in the form of a separate fee. All figures used in the foregoing computation shall be determined in accordance with generally accepted accounting principles applied on a consistent basis.

13. OTHER ACTIVITIES OF THE ADVISOR . Nothing herein contained shall prevent the Advisor or any of its Affiliates from engaging in or earning fees from other activities, including, without limitation, the rendering of advice to other Persons (including other REITs) and the management of other programs advised, sponsored or organized by the Advisor or its Affiliates; nor shall this Agreement limit or restrict the right of any member, manager, director, officer, employee, or stockholder of the Advisor or its Affiliates to engage in or earn fees from any other

business or to render services of any kind to any other partnership, corporation, firm, individual, trust or association and earn fees for rendering such services. The Advisor may, with respect to any investment in which the Corporation is a participant, also render advice and service to each and every other participant therein, and earn fees for rendering such advice and service. It is contemplated that the Corporation may enter into joint ventures or other similar co-investment arrangements with certain Persons, and pursuant to the agreements governing such joint ventures or arrangements, the Advisor may be engaged (directly or indirectly) to provide advice and service to such Persons, in which case the Advisor will earn fees for rendering such advice and service. The parties to this Agreement hereby acknowledge that the Advisor may provide advice and render services to Persons that will compete with the Corporation for investments.

The Advisor shall report to the Board the existence of any condition or circumstance, existing or anticipated, of which it has knowledge, which creates or could create a conflict of interest between the Advisor's obligations to the Corporation and its obligations to or its interest in any other partnership, corporation, limited liability company, firm, individual, trust or association. The Advisor or its Affiliates shall promptly disclose to the Board knowledge of such condition or circumstance. If the Advisor, its members, managers, directors, employees or Affiliates thereof have sponsored other investment programs with similar investment objectives which have investment funds available at the same time as the Corporation, it shall be the duty of the Independent Directors to ensure that the Advisor and its Affiliates follow the method approved by the Independent Directors, by which investments are to be allocated to the competing investment entities and to use their reasonable efforts to ensure that such method is applied fairly to the Corporation.

The Advisor shall be required to use commercially reasonable efforts to present a continuing and suitable investment program to the Corporation which is consistent with the investment policies and objectives of the Corporation, but neither the Advisor nor any Affiliate of the Advisor shall be obligated generally to present any particular investment opportunity to the Corporation even if the opportunity is of character which, if presented to the Corporation, could be taken by the Corporation. In the event an investment opportunity is located, the allocation procedure set forth under the caption "Conflicts of Interest—Conflict Resolution Procedures" in any Prospectus (as such procedures may be amended from time to time by a majority of the Board, including the Independent Directors) shall govern the allocation of the opportunity among the Corporation and Affiliates of the Advisor.

14. TERM; TERMINATION OF AGREEMENT . This Agreement shall continue in force for a period of one year from the date hereof, subject to an unlimited number of successive one-year renewals upon mutual consent of the parties. It is the duty of the Independent Directors to evaluate the performance of the Advisor annually before renewing the Agreement, and each such renewal shall be for a term of no more than one year.

15. TERMINATION BY THE PARTIES . This Agreement may be terminated (i) immediately by the Corporation and/or the Operating Partnership for Cause (subject to any applicable cure period), (ii) upon 60 days' written notice without Cause and without penalty by a majority of the Independent Directors of the Corporation or by the Advisor, (iii) upon 60 days' written notice with Good Reason by the Advisor or (iv) immediately by the Corporation and/or

the Operating Partnership in connection with a merger, sale of Assets or transaction involving the Corporation pursuant to which a majority of the Directors then in office are replaced or removed.

16. ASSIGNMENT TO AN AFFILIATE . This Agreement may be assigned by the Advisor to an Affiliate or Affiliates with the approval of a majority of the Board of Directors (including a majority of the Independent Directors). The Advisor may assign any rights to receive fees or other payments under this Agreement to any Person without obtaining the approval of the Board of Directors. This Agreement shall not be assigned by the Corporation or the Operating Partnership without the consent of the Advisor, except in the case of an assignment by the Corporation or the Operating Partnership to a corporation, limited partnership or other organization which is a successor to all of the assets, rights and obligations of the Corporation or the Operating Partnership, in which case such successor organization shall be bound hereunder and by the terms of said assignment in the same manner as the Corporation and the Operating Partnership are bound by this Agreement.

17. PAYMENTS TO AND DUTIES OF ADVISOR UPON TERMINATION .

(a) After the Termination Date, the Advisor shall not be entitled to compensation for further services hereunder except it shall be entitled to receive from the Corporation or the Operating Partnership within 30 days after the effective date of such termination: (i) subject to the limitations set forth in Paragraph 12 hereof and in the Charter, all unpaid reimbursements of expenses, including without limitation any Acquisition Expenses that have not been reimbursed to the Advisor as of the Termination Date pursuant to Paragraph 10(d) hereof and, subject to the limitation described in Paragraph 10(a)(i) hereof, any Organization and Offering Expenses that have not been reimbursed to the Advisor as of the Termination Date pursuant to Paragraph 10(c) hereof; and (ii) all earned but unpaid fees payable to the Advisor prior to termination of this Agreement.

(b) In addition, in accordance with the provisions of Paragraph 12, the Advisor shall be entitled to receive any Excess Amount (as defined in Paragraph 12) for which the Independent Directors determined (before or after the Termination Date) that there was justification based on unusual and nonrecurring factors.

(c) The Advisor shall promptly upon termination:

(i) pay over to the Corporation and the Operating Partnership all money collected and held for the account of the Corporation and the Operating Partnership pursuant to this Agreement, after deducting any accrued compensation and reimbursement for its expenses to which it is then entitled;

(ii) deliver to the Board of Directors a full accounting, including a statement showing all payments collected by it and a statement of all money held by it, covering the period following the date of the last accounting furnished to the Board of Directors;

(iii) deliver to the Board of Directors all Assets and documents of the Corporation and the Operating Partnership then in the custody of the Advisor; and

(iv) cooperate with the Corporation and the Operating Partnership to provide an orderly management transition.

18. INDEMNIFICATION BY THE CORPORATION AND THE OPERATING PARTNERSHIP . The Corporation and the Operating Partnership shall indemnify and hold harmless the Advisor and its Affiliates, including their respective members, managers, officers, directors, partners and employees, from all liability, claims, damages or losses arising in the performance of their duties hereunder, and related expenses, including reasonable attorneys' fees, subject to any limitations imposed by the laws of the State of Maryland or the Charter. Notwithstanding the foregoing, the Corporation and the Operating Partnership may not indemnify or hold harmless the Advisor, its Affiliates, or any of their respective members, managers, officers, directors, partners or employees in any manner that would be inconsistent with the provisions of Section II.G of the NASAA REIT Guidelines.

19. INDEMNIFICATION BY ADVISOR . The Advisor shall indemnify and hold harmless the Corporation and the Operating Partnership from contract or other liability, claims, damages, taxes or losses and related expenses including attorneys' fees, to the extent that such liability, claims, damages, taxes or losses and related expenses are incurred by reason of the Advisor's bad faith, fraud, willful misfeasance, gross misconduct, gross negligence or reckless disregard of its duties, but the Advisor shall not be held responsible for any action of the Board of Directors in following or declining to follow any advice or recommendation given by the Advisor.

20. NOTICES . Any notice, report or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice, report or other communication is required by the Charter, the Bylaws, or accepted by the party to whom it is given, and shall be given by being delivered by hand or by overnight mail or other overnight delivery service to the addresses set forth herein:

To the Directors and to the Corporation:	Black Creek Industrial REIT IV Inc. 518 17 th Street 17 th Floor Denver, CO 80202
To the Operating Partnership:	BCI IV Operating Partnership LP 518 17 th Street 17 th Floor Denver, CO 80202
To the Advisor:	BCI IV Advisors LLC 518 17 th Street 17 th Floor Denver, CO 80202

Any party may at any time give notice in writing to the other parties of a change in its address for the purposes of this Paragraph 20.

21. THIRD PARTY BENEFICIARY . The terms and provisions of this Agreement are intended solely for the benefit of each party hereto, their Affiliates and their respective

successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

22. MODIFICATION . This Agreement shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, or their respective successors or assignees.

23. SEVERABILITY . The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

24. CONSTRUCTION . The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

25. ENTIRE AGREEMENT . This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

26. INDULGENCES, NOT WAIVERS . Neither the failure nor any delay on the part of a party or any third party beneficiary to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

27. GENDER . Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

28. TITLES NOT TO AFFECT INTERPRETATION . The titles of paragraphs and subparagraphs contained in this Agreement are for convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation hereof.

29. EXECUTION IN COUNTERPARTS . This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

30. INITIAL INVESTMENT . The Advisor has made a capital contribution of $200,000 to the Corporation in exchange for 20,000 Shares. The Advisor may not sell any of such Shares while the Advisor acts in such advisory capacity to the Corporation, provided, that such Shares may be transferred to Affiliates of the Advisor. The restrictions included above shall not apply to any other Securities acquired by the Advisor or its Affiliates. The Advisor shall not vote any Shares it now owns, or hereafter acquires, in any vote for the election of Directors, the removal of the Advisor, or any vote regarding the approval or termination of any contract with the Advisor or any of its Affiliates.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BLACK CREEK INDUSTRIAL REIT IV INC.

By:	/s/ Dwight L. Merriman III
Name:	Dwight L. Merriman III
Title:	Chief Executive Officer

BCI IV OPERATING PARTNERSHIP LP

By: Black Creek Industrial REIT IV Inc.,
its Sole General Partner

By:	/s/ Dwight L. Merriman III
Name:	Dwight L. Merriman III
Title:	Chief Executive Officer

BCI IV ADVISORS LLC

By: BCI IV Advisors Group LLC, its Sole
Member

By:	/s/ Evan H. Zucker
Name:	Evan H. Zucker
Title:	Manager

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002

I, Dwight L. Merriman III, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Black Creek Industrial REIT IV Inc. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 12, 2019

/s/ DWIGHT L. MERRIMAN III

Dwight L. Merriman III
Managing Director, Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002

I, Thomas G. McGonagle, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Black Creek Industrial REIT IV Inc. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 12, 2019

/s/ THOMAS G. MCGONAGLE

Thomas G. McGonagle
Managing Director, Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

Exhibit 32.1

CERTIFICATIONS PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Certification of Principal Executive Officer

In connection with the Quarterly Report on Form 10-Q of Black Creek Industrial REIT IV Inc. (the "Company") for the period ended June 30, 2019 , as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Dwight L. Merriman III, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 12, 2019

/s/ DWIGHT L. MERRIMAN III

Dwight L. Merriman III
Managing Director, Chief Executive Officer
(Principal Executive Officer)

Certification of Principal Financial Officer

In connection with the Quarterly Report on Form 10-Q of Black Creek Industrial REIT IV Inc. (the "Company") for the period ended June 30, 2019 , as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Thomas G. McGonagle, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 12, 2019

/s/ THOMAS G. MCGONAGLE

Thomas G. McGonagle
Managing Director, Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

Exhibit 99.1

CONSENT OF INDEPENDENT VALUATION FIRM

We hereby consent to the reference to our name, the description of our role and the valuation of the real properties and related assumptions provided under the heading “Management's Discussion and Analysis of Financial Condition and Results of Operations—Net Asset Value" in Part I, Item 2 of the Quarterly Report on Form 10-Q for the period ended June 30, 2019 of Black Creek Industrial REIT IV Inc. (the “Company”), filed by the Company with the Securities and Exchange Commission on the date hereof, being included or incorporated by reference in the Company’s Registration Statement on Form S-8 (File No. 333-228818). We also hereby consent to the same information and the reference to our name under the caption “Experts” being included or incorporated by reference in the Company’s Registration Statement on Form S-11 (File No. 333-200594) and the related prospectus and prospectus supplements that are a part thereof. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933.

/s/ Altus Group U.S., Inc.

August 12, 2019

Altus Group U.S., Inc.